

LogistiCare



**RFP Subject:** RFP for Non-Emergency Medical Transportation (NEMT)  
and Statewide Transportation Program (STP)

**RFP Number:** CRFP 0511 BMS2000000003

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A handwritten signature in blue ink, appearing to read 'William C. Echols'.

April 10, 2020



ACCREDITED

CORE

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## EXECUTIVE SUMMARY

LogistiCare Solutions, LLC (LogistiCare) is pleased to provide this response to the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS) Request for Proposals (RFP) for non-emergency medical transportation (NEMT) and statewide transportation services (STP), serving Medicaid members throughout West Virginia.

Within this response we will share a consistent mission, innovative technologies powering our solutions, and detail around our proposed services. We believe we are uniquely positioned to offer BMS a trusted and reliable partner that is also leading the industry in improving member experience and access, properly managing transportation spend, and driving systemic innovation in administration of NEMT services. As the incumbent broker for nearly two years, we possess a clear understanding of the needs of West Virginia's Medicaid members, the unique transportation network challenges of the state, and the available opportunities to improve the service and value delivered to BMS.

### A Trusted West Virginia Partner Since 2018

It has been our distinct pleasure to work in partnership with BMS to provide NEMT services to members in all 55 counties of West Virginia since 2018. We are intimately familiar with the state's regulations, the areas' geographic nuances, and the cultural diversity of the members served. Our on-site, Charleston-based operations will be led by our Project Manager, Crystal Richardson. Ms. Richardson and the Charleston



Crystal Richardson | Project Manager

*I enjoy knowing that the work I do at LogistiCare helps people who may not otherwise be able to access the healthcare they need. It is a great feeling knowing that what we do matters."*

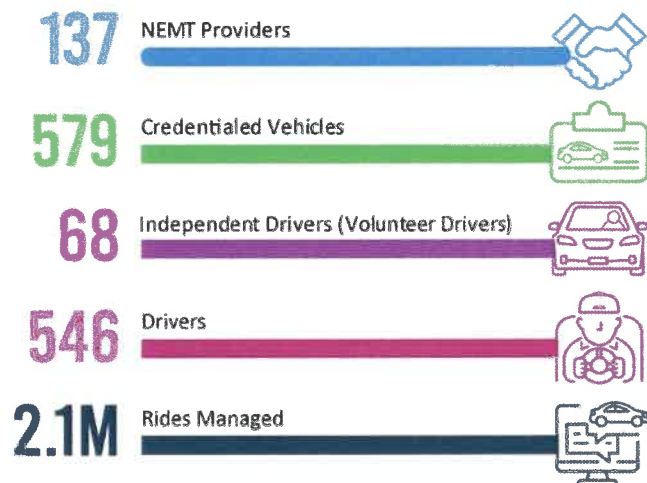


management team provide leadership and support to our West Virginia dedicated staff. Together, they work diligently each day to keep the program functioning smoothly, from the call center, to the transportation department, to utilization review, to facility relations, to compliance, and our field team. This family of professionals is comprised of West Virginia residents who are very familiar with the local healthcare and transportation provider communities. They have developed strong relationships at all levels within BMS and the community at large. In every market where we operate, we strive to not only serve but also become a part of the local community by hiring locally based employees who are committed to building those strong relationships. Our West Virginia team of approximately 100 employees is a shining example of this initiative.

### What We Accomplished with You

Over the last 18 months, our transportation management functions have included a HIPAA-compliant platform, transportation network management, and call-center services. From effective and efficient ride scheduling, to benefit gate-keeping, automated trip-assignment, readily available analytics and reporting, systematic fraud, waste, abuse and misuse prevention and detection, and effective and innovative network development, our multi-faceted service approach has assured that West Virginia Medicaid members get to the appointments they need, when they need to be there and that the NEMT program is managed efficiently and effectively.

## Established Transportation Provider Network



**Figure ES-1: We currently have a robust network that provides NEMT services to all 55 West Virginia counties.**

We have a fully credentialed transportation network in place, providing coverage for all modes of transportation required throughout the state. Our West Virginia NEMT Provider network is comprised of 137 NEMT Providers with 579 credentialed and registered vehicles that delivered approximately 2.1 million trips in 2019. In addition, we manage the distribution of more than 2,300 public transit passes per month. Since 2019, we have increased public transit utilization by 72 percent, representing significant cost savings and freeing up commercial provider capacity for members in need of higher modes of transportation.

Furthermore, we continue to support and manage a robust gas mileage reimbursement (GMR) program that not only expands our transportation resources, but also helps to effectively contain costs. In 2018, GMR accounted for approximately 40 percent of all trips. Through continuous promotion of the program, with additional fraud, waste, abuse, and misuse measures, utilization of GMR has increased to nearly 60 percent. We will continue to encourage the use of these low cost options among members as a means for cost control and member satisfaction.

While our contracted NEMT Providers are independent contractors, we also recognize they are critical and valued partners in the delivery of services. We understand that we cannot succeed unless the NEMT Providers are successful businesses, and we help them as much as possible with the tools, training, and trip assignments (predictable revenue) they need to remain dependable and quality links in the chain to improved medical outcomes for in-need members.

We continually assess the network capacity via platform logic, and persistently work to expand the network to meet member needs. We also leverage key relationships with local partners like the Tri River Transit Authority, Tri State Transit Authority, Mountain Line Transit Authority, and Blue Ridge Transit Authority. Based on our experience, we believe we are uniquely knowledgeable in how to properly manage and support West Virginia's transportation network.

### Established Call Center Operations

For more than 18 months, our Kanawha county-based call center and business office, located at 602 Virginia St. East, Charleston, WV 25301, has supported BMS and its Medicaid members living in the state of West Virginia. This Charleston office and call center is staffed with customer service representatives (CSRs), transportation coordinators, quality assurance staff, network management staff, utilization review specialists, claims processors, and a public transit representative completely dedicated to the BMS NEMT program. We also maintain staff in our Norton, Virginia call center who are assigned to the West Virginia contract for afterhours assistance for West Virginia Medicaid members. Because of the geographic and demographic similarities between West Virginia and Virginia, CSRs at both call centers provide consistency in cultural and

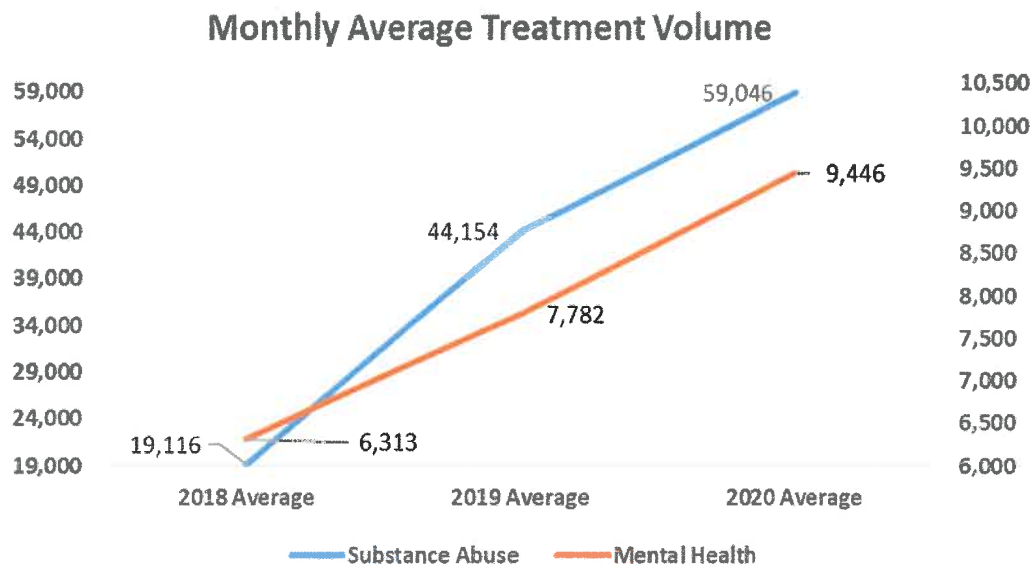


linguistic characteristics. In 2019, our CSRs handled 714,484 calls and managed more than 2.1 million trips for the BMS NEMT program out of the West Virginia and Virginia call centers.

To assure that every Medicaid member is served, our West Virginia dedicated call center can quickly conference with our third-party translation vendor, Voiance, when a caller requires linguistic support beyond what our team can provide. Additionally, our technology and infrastructure automatically assure call center back up functionality by redirecting Charleston calls to our backup facility in Norton, Virginia for emergency situations. The Norton facility is operational 24 hours a day, seven days a week and is one of four call centers with a backup generator. The transition to the Norton call center happens immediately and is a seamless experience for callers.

### Managing Through Substantial Increased Trends in Utilization

Since LogistiCare's initial implementation in 2018, the West Virginia NEMT program has experienced significant changes in both membership and trip volume. The vast majority of the changes can be attributed to the increased utilization of both substance abuse treatment and mental health services.



**Figure ES-2: LogistiCare has managed through significant upward trends in transportation utilization for members seeking substance abuse and mental health treatment.**

The upward utilization trend occurred during this time period due to an increased focus by agencies within the state to assist those seeking substance abuse treatment (as evidenced by new programs formed like the Jobs and Hope Program). With an emphasis on helping members stay within their communities, while helping to eliminate obstacles to treatment, there was a wider acceptance of substance abuse treatment programs. These increases are expected to continue throughout 2020, as more resources are expected to be aimed at assisting members to successfully participate in these programs.

Despite these significant utilization changes, our proactive approach to network development has ensured adequate supply to address the changes in program demand. A summary of the utilization trends we have successfully managed in partnership with the State of West Virginia are included below.

- The volume attributed to members using the NEMT program for substance abuse treatment has increased by 9.7 percent per month (or 209 percent year over year) since September 2018.
- The volume attributed to members using the NEMT program for mental health services has increased by 2.8 percent since September 2018.
- The number of unique riders for substance abuse visits has increased 61.4 percent from 1,951 to 3,148 since January 2019, while unique riders have increased by 18.9 percent from 750 to 892 for mental health visits during the same time period.
- Since January 2019, the monthly membership has decreased by 6,667 while the number of members utilizing the benefit has increased by roughly 1,000.
- The average monthly trips per unique rider for substance abuse increased from 12.9 in 2018 to 18.9 in 2020, which represents a 47.0 percent increase.
- The average monthly trips per unique rider for mental health services increased from 8.8 in 2018 to 10.7 in 2020, which represents a 21.2 percent increase.
- In total, the average yearly utilization of the NEMT program benefit grew from 24.8 percent in 2018 to 34.2 percent in 2020, which represents an average monthly growth rate of 3.0 percent since September 2018 (or 38.1 percent growth from 2018 to January and February 2020).

Despite these changes, we have maintained an on-time performance rate that exceeds the program's requirement of 80 percent, while providing more than 99.83 percent of trips without a complaint. We have accomplished this through strict enforcement of on-time performance policies, maintaining a robust network, and continually monitoring performance.

### Battling Disaster Together

Since the World Health Organization declared the coronavirus (COVID-19) a pandemic, our society has faced historic challenges. Amid the stress and uncertainty, it has never been more important for LogistiCare to remain a committed partner to our state clients and the members served by their respective NEMT programs. The health and safety of our staff, transportation providers and members remains a top priority. While we have always followed rigorous hygiene standards, adhering to the rules of the Occupational Safety and Health Administration (OSHA), the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC), LogistiCare and our network of transportation providers are taking extra steps to prevent the spread of the COVID-19 virus while ensuring appropriate coverage for those in need of transport to their medical appointments. We have invested millions of dollars in our advanced telephony system, our transportation management platform, and our disaster recovery and business continuity planning to ensure continuous operations in times like these. The health and safety of our NEMT Providers and their drivers are at the forefront of everything we do. In an effort to maintain the sustainability of our NEMT Provider network, LogistiCare has enacted and will be deploying a host of programs aimed to assist our transportation partners as they battle the front lines of this pandemic. These include:

- **IVR Member Self-Identification:** During this period of critical social distancing, LogistiCare continues to enhance its IVR technology to allow greater identification of COVID19 symptomatic members in an attempt to route trips to the safest mode of transport. In alignment with State Medicaid guidance and that of the CDC it is our mission to provide access to all while minimizing the risk to our provider base.

- **Financial Assistance Program:** Our teams are measuring volumes of rides to offer millions of dollars in bridge loan payments to our Transportation Provider partners to assist them with critical funding as the market and industry struggles in light of decreased trip volume.
- **Waiver on Timely Filing:** LogistiCare is temporarily suspending any fees associated with timely filings. In these times of human resource constraints, we are eliminating any denials and/or late fee charges based on timely filing.
- **First Responder Supply Status:** Through our national buying status with Staples, we have been able to obtain a first responder status to our account, freeing over 150 new supply types that we are now opening up to our network of over 5,000 providers. By registering through our corporate office, providers will be able to access and have shipped directly a host of safety supplies needed for their everyday operations.
- **NEMT Provider and Driver Credentialing Requirements:** LogistiCare, in partnership with our clients has qualified minimum credentialing requirements so as to expedite the onboarding of additional NEMT Providers and has extended the time for submission of non-essential driver credentialing and training requirements so as to maintain a healthy transportation network in support of our most recent challenges.
- **Work from Home Programs:** Over the last three weeks, LogistiCare has transitioned over 1,000 employees to work from home status, ensuring that LogistiCare's 24 Million members continue to be served while minimizing exposure and protecting the safety of our valued team members.
- **Provider Communication:** LogistiCare is bringing as much information to our provider network as possible through weekly communication pieces and frequent Town Hall Meetings. From Insurance, small business assistance programs and/or discount purchasing solutions, we are committed to providing as much assistance as they may need to ensure their businesses remain viable.

In order to give back to the community during these unprecedented times of social distancing, LogistiCare is expanding the services available to existing and new members at record speed. At its core, our company is about connecting people, facilitating 61 million rides each year for patients to get to and from healthcare-related appointments. While today we see those appointments being canceled or postponed, we also know our member's needs stretch outside the walls of doctors' offices. They need groceries, food bank deliveries, medical supply deliveries and more. Many of our transportation partners, who are suffering from low ridership due to COVID-19, are now busy fulfilling those important needs of our members as a result of dozens of newly minted partnerships across the country.

LogistiCare will continue to work in close partnership with state, local and federal authorities to serve and protect patients during the COVID-19 outbreak, including ensuring that its members and providers have the most up-to-date information to protect themselves and their families. No other broker can match LogistiCare's size, scale, cash flow, and national presence, which serves as a distinct differentiator in these uncertain times. Together with the state, we will get through this by staying true to our values of service; open, honest communication; and integrity.

Together with the state, we will get through this by staying true to our values of service; open, honest communication; and integrity.

## Moving Forward

We are dedicated to continuous improvements in our processes, technology and program management to better serve our clients and the members for whom we have the privilege to provide non-emergency medical transportation and related services, such as the Jobs and Hope Program. Here are some of the reasons we believe we are the vendor of choice for the new contract.

- As the incumbent in West Virginia, LogistiCare is confident of our ability to provide the Bureau with an extremely efficient implementation, based on the successful model used in 2018, that will require considerably less time than other brokers. For that reason, we are supplying the Bureau with a 60-day, rather than 90-day, Implementation Work Plan (IWP).
- As vigilant stewards of West Virginia Medicaid dollars, we will continue to apply our preventive and retrospective surveillance and utilization control programs to safeguard against improper payments and unnecessary or inappropriate use. Our efforts in 2019 at combatting fraud, waste, abuse and misuse (FWAM) in West Virginia resulted in strengthened program controls for multi-trip passenger trips and recoupment for NEMT Provider payments made in error. To further demonstrate our commitment, we will hire a local Anti-FWAM Specialist to enhance our fraud reduction and cost-saving efforts in West Virginia.
- In each of our contracts, we make a point to foster collaborative partnerships with community organizations built on frequent and open communication. To assure everyone is appropriately educated and can provide input, our Outreach and Communications Manager, along with other members of our West Virginia team collaborate with community stakeholders on a daily basis. As evidence of the trusting and collaborative relationships we have built, please refer to **Attachment 1\_Letters of Support** for commendations from some of our facility representatives.
- We will expand upon our current experience of supporting the West Virginia Jobs and Hope Program. Utilization of the program has been consistently increasing and our rider feedback to date has averaged 5 out of 5 stars. This established partnership provides us with a good understanding of the program, transition agents' responsibility for booking non-medical travel, and transition agents' educational needs. To prepare for additional engagement with the Jobs and Hope Program, our local West Virginia operations team will leverage the knowledge and experience of personnel who are currently involved with trip routing.
- In 2019, LogistiCare enhanced its existing corporate reporting team to provide more data analytics support to clients and our local analysts supporting those clients. The reporting team uses state-of-the-art business intelligence tools to provides centralized supports to local operations, as well as reporting for clients. The team shares common approaches to data governance and management of data through a company level data warehouse and enables local markets to do more through a combination of sharing best practices and reporting templates, and acting as a nerve center linking data, insights, and analytics needs throughout the entire company. West Virginia's Business/Data Analyst, James "Jim" Williams, has worked closely with this team to transition the Bureau from the current to the new reporting platform. Working together, Mr. Williams and the corporate reporting team will provide all necessary training to the Bureau to increase proficiency with the client dashboard and to maximize the value users receive.
- LogistiCare seeks to continually improve the services we offer to our clients and their members through upgrades to our technology, and improvements to our policies and processes. Within our proposal we present several enhancements that will be deployed in the state of West

Virginia at a time mutually agreed to with the Bureau. The features of these enhancements are denoted by a double asterisk [\*\*] throughout the proposal for easy recognition.

- At a mutually agreed upon date with the Bureau, we will deploy a GPS enabled Driver App. For all NEMT Providers servicing rides using this app with location services enabled, geo-coordinates will be tracked and stored at regular intervals and associated with events such as rider pick-up and drop-off. This functionality allows for live ride visibility on a map while the ride is in progress (if the driver is online). Communications between the driver and the member—including phone calls and text messages will also be captured. The platform uses visual maps and coordinate tracking to verify trip distances, assuring that route efficiencies are employed and met for every trip. This information is stored in the platform and compared to the amounts billed by NEMT Providers during the claims process.
- We are in the process of developing other technology enhancements (e.g., rider app, route optimization), and will work with the Bureau to implement changes based on a mutually agreed upon date.

### In Summary

We understand West Virginia's unique story, its specific challenges, and its abundant opportunities. We believe our solutions provide the most innovative and comprehensive offering that is available in our industry today and is well suited to continue supporting West Virginia nuances. We are honored to submit our proposal for your consideration, excited about the future direction of your NEMT program, and stand ready to serve BMS for years to come.



## 4.2 Project Goals and Mandatory Requirements

*Vendor should describe their approach to the West Virginia NEMT Program utilizing a full-risk capitation brokerage model that demonstrates a clear understanding of the overall engagement and services to be provided, including a timeline showing how they propose to meet project deliverables. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.*

### 4.2.1 Goals and Objectives

*The project goals and objectives are listed below*

#### 4.2.1.1 Appendix 1, Operational Specifications

*Appendix 1, Operational Specifications, including all deliverables and proposal components described therein.*

As the broker of NEMT services in West Virginia for the past 18 months, we possess a thorough understanding of the state's geography, its member population, and program policies. Along with that knowledge, LogistiCare's status as the state's incumbent NEMT vendor offers West Virginia a trusted partner leading to a high level of comfort and familiarity. It is this background and experience, along with our financial assets and human resources, which allows us to reliably meet the needs of the West Virginia Medicaid NEMT program and its members. LogistiCare is uniquely qualified to manage this complex program and has consistently proven so during our tenure.

With our established staff, customer service center, and existing infrastructure, we are the only NEMT broker that offers the Bureau a low-risk implementation due to our ability to seamlessly continue operations from the first day of contract award. Our knowledge and experience enable us to expedite needed program changes while greatly reducing the risk that comes during the implementation phase.

While we have an experienced management team currently in place in West Virginia, we also will assign an Implementation Project Manager, Ann Bourne, to facilitate our readiness review testing and oversee any needed changes or corrections.

Ms. Bourne was instrumental in the successful implementation of the Bureau of Medical Services' (BMS), statewide NEMT program in 2018. The implementation phase, which included operational readiness reviews, was extensive, detailed, and most importantly extremely productive. LogistiCare's success in the West Virginia implementation was recognized not only by the Bureau, but by the Governor's office, who issued a proclamation in appreciation of our accomplishments by declaring October 22, 2018 "LogistiCare Day" in West Virginia.

After contract award, Ms. Bourne will lead an implementation team that will work hand-in-hand with the Bureau to confirm the following full-risk duties meet all the state's requirements for both



**Figure 4.2.1.1-1: The success of LogistiCare's West Virginia implementation was recognized by the Governor's office by proclaiming October 22, 2018 "LogistiCare Day" in West Virginia.**



the Medicaid non-emergency medical transportation (NEMT) program and the Statewide Transportation Program (STP):

- Establish, credential, and monitor a network of qualified NEMT Providers
- Authorize, schedule, and manage NEMT service requests
- Reimburse NEMT Providers and oversee the independent drivers, mass transit, and gas mileage reimbursement programs
- Monitor the NEMT Provider network based on key performance metrics and conduct bi-annual vehicle inspections
- Provide written and electronic informational materials to facilities, members, and providers
- Develop an advisory committee and facilitate meetings
- Meet with the Bureau's representatives according to an agreed communication plan
- Deliver standard and ad hoc reports to the Bureau in the agreed format
- Provide NEMT services to eligible members without discrimination
- Document, investigate, and provide a resolution for all complaints
- Combat and report suspected fraud, waste, abuse and misuse
- Conduct bi-annual member satisfaction surveys
- Conduct training for LogistiCare's staff, NEMT Providers, and facilities

Please see our responses in Appendix 1, Operational Specifications, for a detailed look at how we will manage all deliverables and proposal components.

#### 4.2.1.2 Appendix 2, Implementation Specifications

*Appendix 2, Implementation Specifications, including all deliverables and proposal components described therein.  
Appendix 5, Implementation Deliverables, Milestones and Payments, in table format.*

*The Vendor's approach should exhibit an up-to-date knowledge and understanding of the NEMT Brokerage Program and NEMT Services in general, including the requirements of BMS Chapter 524 (<http://www.dhhr.wv.gov/bms/Pages/Manuals.aspx>) of the West Virginia State Medicaid Manual for Provider requirements, Chapter 27 of the West Virginia Bureau for Children and Families (BCF) Income Maintenance Manual (IMM) for member eligibility ([http://www.wvdhhr.org/bcf/policy/imm/new\\_manuai/IMManuai/Manual HTML Pages/IMChapter27.html](http://www.wvdhhr.org/bcf/policy/imm/new_manuai/IMManuai/Manual HTML Pages/IMChapter27.html)) and 42 CFR § 440.170 (<https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-sec440-170.pdf>)*

LogistiCare's implementation plan is based on the model we have used to successfully implement more than 300 NEMT programs throughout the United States, including our successful implementation of the West Virginia NEMT program in 2018. Highly detailed, the plan provides a methodical and logical path and tracks each required activity to completion. Our implementation work plan (IWP) enables our implementation team to move efficiently and effectively to an on time "go live".

Other brokers will face a significant burden as they undergo the lengthy implementation period for staffing, office acquisition, build-out, technology design and implementation, provider network development, member and facility outreach, and the steep learning curve for employees that is required when setting up a new NEMT brokerage and call center operation. In contrast, we are proposing to use our existing location in Charleston, West Virginia to accommodate the needs of this program.

As the incumbent in West Virginia, we will verify that all existing, as well as new requirements are in place and functioning optimally prior to the start of the services. We are confident of our ability to provide the Bureau with an extremely efficient implementation that will require considerably less time than other brokers. For that reason, we are supplying the Bureau with a 60-day, rather than 90-day IWP. A final IWP will be submitted electronically and in hard copy to the Bureau no later than fourteen (14) calendar days after the date of Contract award.

The following table provides a condensed overview of the process and timeline that LogistiCare will use to meet the Bureau's timeline for project deliverables. This timeline excludes the rollout of our technology enhancements, including our GPS-enabled driver application\*\*. **Please see the complete Implementation Plan in Appendix 2: Implementation Specifications.**

CONDENSED IMPLEMENTATION MILESTONES & DELIVERABLES			
Task	Start	Finish	Project Lead
60 Day Plan	Mon 6/22/20	Sat 8/22/20	Implementation Project Manager
Estimated Notification of Award and Contract Execution	Thurs 5/21/20	Mon 6/22/20	Implementation Project Manager
Implementation Plan Finalized and Submitted	Fri 5/22/20	Thu 6/4/20	Implementation Project Manager
LGTC/Client Project Kickoff	Mon 6/22/20	Mon 6/22/20	Implementation Project Manager
Draft and Submit All Deliverables	Thu 6/4/20	Tue 7/21/20	Implementation Project Manager, Implementation Asst. Project Manager
Charleston-Area Call Center Verified as Established	Mon 6/22/20	Fri 6/26/20	Implementation Assistant Project Manager, Implementation Call Center Manager
Provider Outreach and Training Complete	Mon 6/22/20	Fri 8/7/20	Implementation Provider Relations Manager
Member & Facility Outreach and Education Material Mailed	Mon 6/22/20	Fri 7/24/20	Implementation Outreach & Communications Manager
Completion, Submission, and Bureau Approval of All Readiness Review Deliverables	Thurs 6/4/20	Tue 7/21/20	Implementation Assistant Project Manager, Implementation Quality Assurance Specialist
Completion and Bureau Approval of Operational Readiness Review	Tue 7/21/20	Fri 8/7/20	Implementation Project Manager
Soft Go-Live Call Services (Call Taking Starts)	Fri 8/7/20	Fri 8/21/20	Implementation Call Center Manager
<b>Implementation Complete – Go Live</b>	<b>Sat 8/22/20</b>	<b>Sat 8/22/20</b>	<b>Implementation &amp; Operations Teams</b>

As documented in our response to Appendix 2, our plan includes all deliverables and proposal components described, as well as our approach for complying with the requirements in Appendix 5: Implementation Deliverables, Milestones and Payments.

Our approach will exhibit an up-to-date knowledge and understanding of the NEMT Brokerage Program and NEMT Services in general, including the requirements of BMS Chapter 524 of the West Virginia State Medicaid Manual for Provider requirements, Chapter 27 of the West Virginia Bureau for Children and Families (BCF) Income Maintenance Manual (IMM) for member eligibility and 42 CFR § 440.170.

#### 4.2.1.3 Subcontractors

*The Vendor should list all subcontractors that the Vendor intends to use for any administrative functions of the NEMT Brokerage Program, other than NEMT Providers. Additionally, for each subcontractor, the Vendor should:*

*4.2.1.3.1 List the subcontractor's name, address, contact person, and phone number.*

*4.2.1.3.2 Detail the exact nature of the subcontractor's responsibility for the NEMT Brokerage Program, and the projected dates the subcontractor will begin and end work.*

*4.2.1.3.3 Detail the time period, scope of work, and quality of performance for any past work performed by the subcontractor in conjunction with the Vendor.*

*4.2.1.3.4 Identify the policies and procedures for handling subcontractors when they fail to meet company, State and/or Federal regulations.*

*4.2.1.3.5 Provide three (3) references for the subcontractor.*

*4.2.1.3.6 Provide a draft of the proposed subcontract.*

While LogistiCare does not subcontract core administrative functions to outside organizations, we do rely on Voiance, as a third-party vendor, to provide over-the-phone Interpretation (OPI) services.

For transparency, we use a variety of software products (e.g., Avaya, Calabrio One, Tableau, etc.), which we purchase, and our employees use to provide administrative functions. As such, the names used in our proposal for software vendors/tools do not represent third-party sub-contractual relationships.

##### 4.2.1.3.1 Contact Information

SUBCONTRACTOR INFORMATION: INTERPRETATION SERVICES	
Subcontractor Name	Voiance Language Services
Address	2650 E Elvira Rd, Suite #132, Tucson, AZ 85756
Web Address	<a href="http://interpret.voiance.com/">http://interpret.voiance.com/</a>
Contact Person	Brian Ko, Account Manager
Contact Email	bko@cyracom.com
Contact Phone	520-745-9447

##### 4.2.1.3.2 Exact Nature of Voiance's Responsibility

When a call requires language support beyond our local employees' expertise, our CSR will conference in a Voiance CSR, to provide oral interpretive services free of charge. This three-way phone conversation involves the member, the LogistiCare representative and a human interpreter. The interpreter facilitates meaning-for-meaning communication between a Limited-English proficient member and our LogistiCare agent. Voiance's certified translators provide assistance in over 200 languages and adhere to HIPAA standards for service and

confidentiality. With the ability to add more languages as needed, Voiance OPI is an excellent telephonic service available 24 hours a day, 365 days a year. LogistiCare has been using Voiance's services since 2013 and we do not have an anticipated end date for this service.

#### 4.2.1.3.3 Details of Past Work Performed

Since 2013, Voiance has been a reliable resource for LogistiCare's call centers for language interpretation services. Because of the diverse populations we serve in 50 states and the District of Columbia, our CSRs contact Voiance interpreters on a daily basis for assistance to minimize language barriers. Members who need translation services are quickly connected, on an average of 10-20 seconds, to an experienced translator who listens to the caller, analyzes the message, and accurately conveys the meaning to a LogistiCare CSR, who remains on the line with the member and translator for the duration of the call. LogistiCare CSRs work with Voiance interpreters to communicate with the caller and to provide information that is clear, accurate, and, most importantly, understood by the caller.

Voiance interpreters are held to the highest standards, including maintaining member confidentiality, ensuring accurate and complete translations, remaining impartial and unbiased during the conversation, interpreting for only the language(s), which he or she is authorized to interpret, providing excellent customer service, and continuing to improve his or her language skills.

We have chosen Voiance as our interpreter partner because of its commitment to quality and customer care. Over the course of the past seven years, we have experienced very few issues or complaints with their services.

#### 4.2.1.3.4 Policies and Procedure to Ensure Compliance with State/Federal Regulations

LogistiCare requires all independent third-party vendors with which it contracts to perform services to comply with all applicable laws, regulations, and client requirements. LogistiCare's companywide HIPAA Confidentiality Policy is designed to enforce the proper handling of members' PHI. Our HIPAA Confidentiality Policy complies with the original 2003 guidelines, as well as the subsequent guidelines associated with the HITECH Act Amendment of 2009. We hold Voiance interpreters to the same HIPAA privacy standards.

Voiance interpreters undergo 120 hours of initial standardized, in-person training, which includes written and oral certification tests. Additionally, Voiance leverages available external quality standards, including the International Standards Organization (ISO) certifications and guidelines:

- 9001:2015 Quality Management System
- 13611:2014 Guidelines for Community Interpreting
- 17100:2015 Translation Services

LogistiCare oversees and monitors independent subcontractor entities' completion of applicable mandatory education and training as required by applicable federal, state, and municipal laws and regulations, and client contracts. If any issues arise, we address the issue with Voiance and they thoroughly investigate the issue and get back to us with resolution. If we are dissatisfied with their services, we can terminate our contract.



#### 4.2.1.3.5 Voiance's References

	Reference 1	Reference 2	Reference 3
<b>Company</b>	Banner Health	University of Virginia	TMC Healthcare
<b>Contact</b>	Paula Harsin	Vickie Marsh	Monica Frisbie
<b>Email</b>	paula.harsin@bannerhealth.com	vvm5r@virginia.edu	Monica.Frisbie@tmcaz.com

#### 4.2.1.3.6 Draft of Subcontract

Please refer to **Attachment 2\_Draft Voiance Contract** for a draft contract provided by Voiance.

#### 4.2.1.4 Developing/Managing Database

*The Vendor should describe their approach and methodology for developing and managing an up to date database for a statewide NEMT brokerage system for a population similar to that of WV Medicaid, including the ability to submit data via batch mode, perform statistical analysis (including transportation utilization analysis), and provide detailed reports as listed in Appendix 3 (Reporting Requirements) and the flexibility to produce additional ad hoc reports based on the data collected.*

LogistiCare's proprietary transportation management platform, built specifically for NEMT program management, has been scaled and modified to fit the needs of West Virginia's transportation program. When implementing the statewide program in 2018, the system's flexibility allowed us to translate the Bureau's contract requirements and approved policies and procedures into business rules and enter each into our system's business rules engine. With this information loaded into our system, we automated processes - creating efficiency and consistency in program delivery, and safeguarding contract compliance (e.g., criteria for eligibility, covered service, and closest provider).

We are confident that our existing transportation management platform fulfills all of the Bureau's requirements, including the ability to submit data via batch mode, perform statistical analysis, and provide detailed reports. When implementing the new contract, we will update the platform to reflect any program changes, such as transportation coordination parameters for the Jobs and Hope statewide transportation program (STP). Through upfront customization, we can assure that each scheduled trip meets the Bureau's standards for service and that CSRs have continual access to the most up to date information to schedule transportation accurately.

#### Member Database

LogistiCare's transportation management platform is a comprehensive tool used to efficiently manage all NEMT broker functions, including reservation intake, eligibility verification, trip authorizations, and scheduling and assigning. Using information loaded into the transportation management platform's integrated database, the system automatically determines which members qualify for the NEMT benefit and the services covered by the Medicaid program. If a member does not meet the program's requirements, the system is designed to deliver an alert with details of the exception (e.g., member not eligible on requested service dates). The system uses information captured during weekly eligibility data file refreshes (from the Bureau) to create member profiles, including:

- Medicaid member's primary insurance
- Active dates of coverage
- Covered services
- Member's legal name and date of birth
- Current address, telephone number

As needed, the system refreshes this data to make certain we use the most current information to make trip authorization decisions. If we do not receive information for a newly eligible Medicaid member through our weekly file uploads, CSRs can manually create member profiles using data verified through West Virginia's Medicaid Management Information System (MMIS), Automated Voice Response System (AVRS), or electronic system. The platform automatically reconciles the data stored in members' profiles, including the data manually input by CSRs, against the data received from the Bureau to increase accuracy.

During interactions with members, our CSRs update member profiles with additional information that the system uses to determine the appropriate mode of transportation, level of service, and NEMT Provider assignment. This includes, but is not limited to:

- Special requirements (mobility devices, language preferences, escort approvals)
- Contact information
- Preferred and/or restricted providers
- Notes for the driver

The platform retains historical data gathered throughout the transportation process within members' profiles to streamline future requests, such as:

- Members' previously assigned mode of transportation and level of service
- Past trips and frequent destinations
- Complaints and no-shows
- Standing orders verified by the primary care physician or facility
- Transportation denials and appeals
- Prior authorizations and medically necessary exceptions
- Instances of fraud, waste, abuse, and misuse

In addition to making the reservation process more efficient, this level of detail in each member profile allows us to deliver meaningful data to the Bureau through our standard reports.

## NEMT Provider Database

During the contracting phase of network development, we create profiles for NEMT Providers within the transportation management platform - where we store data regarding driver and vehicle credentialing, negotiated rates, contracting dates, performance, complaints, levels and areas of service, fleet information, accidents/incidents, and geographic areas of coverage. Using the NEMT Provider data contained in the system, we can quickly complete the following routine tasks:

- Track issues (complaints, accidents/incidents) and corrective actions
- Monitor performance in relation to contracted expectations
- Produce trip and performance reports for submittal to the Bureau
- Assign routine or standing order trips to the best performing Provider with the lowest cost
- Monitor credentialing information to ensure all dates are current and compliant



- Identify providers that can fulfill on-demand trips
- Create NEMT Provider Score Cards

As NEMT Providers continue their service to the NEMT program, their information will update within the system.

## Submitting Data via Batch Mode

As the state's current NEMT broker, LogistiCare has extensive experience working with the Bureau's IT department to enable electronic data interchange (EDI), integrations with the state's Medicaid Management Information System (e.g. eligibility files, encounter files), and the transmittal of eligibility and encounter files through secure file transfer protocol (SFTP). We have consistently accepted and submitted data in batch mode using the Bureau's preferred formats, including .csv, fixed-length text, HIPAA-approved transaction sets (837, etc.), and XML and protected communication using Secure Sockets Layer (SSL) security. With every exchange, we provide a summary report that matches our detailed encounters file, which includes the records processed, new records activated, records inactivated, and total active members. Before the start of operations for the new contract, we will test our data exchange to make certain there are no compatibility issues, file losses, or other complications.

## Statistical Analysis

Our platform's interactive business intelligence tool uses live and historical program data regarding members, trips, complaints, on-time performance, and NEMT Provider performance to analyze the program's operations and to anticipate future trends. Through the tool's dashboard, users have instant access to meaningful data matched to their questions; network insights; and, trip and utilization analytics. At the start of the new contract term, we will update the Bureau's designated representative(s) that will have access to our client dashboard through which they can produce intuitive, visually-engaging graphics, charts, lists, or ad hoc reports to analyze any segment of program operations for a user-defined period of time.

In addition to the standard benefits the Bureau currently receives, upgrades to our system can provide more robust analytics and the following advantages:

- During monthly meetings with the Bureau, we can use the reporting dashboard to present meaningful program data to the Bureau. This will allow interactive reviews where we can collaboratively review program data and discuss program performance with near real-time information.
- Users can instantly aggregate and filter data for insight into the most valuable, current, and accurate information to drive better decisions.
- LogistiCare's Business/Data Analyst and the Bureau's representatives can set up monitoring templates to track the occurrence of user-defined events, such as unassigned trips. Each time the event occurs or at certain intervals throughout the day, week, or month, the dashboard can automatically generate a report and send an email to the user with its findings.
- Using the tool's proactive data analysis features, we are able to deliver whatever information is needed with little turnaround time. This feature is helpful when performing research or deep data dives into the program, such as behavioral health transportation or fraud, waste, abuse and misuse. We can assist the Bureau in interpreting program data and using it to make more informed decisions regarding NEMT and Medicaid.

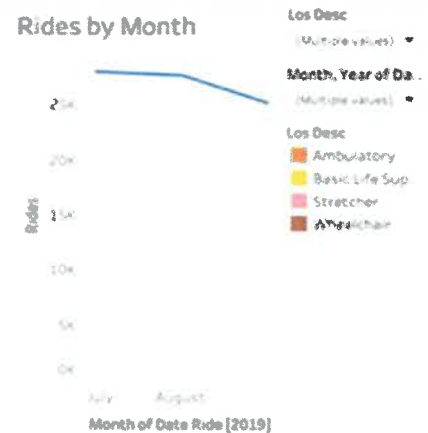
Upon award of the new contract, we will collaborate with the Bureau to determine its goals in statistical analysis and the diagnostic reports that may be needed, and to discuss any enhancements we can provide to improve program insight.

### Client Dashboard

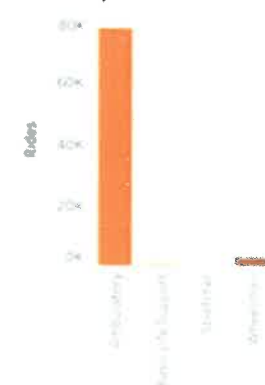
Unduplicated Consumers Transported  
 Unduplicated Consumers Eligible for Transportation  
 Rides Scheduled  
 Cancelled Rides  
 Rescheduled and Denied Rides  
 Consumer no show  
 % of Eligible Members Transported  
 Trips  
 Trips Per Member Transported  
 One way trips  
 Round Trips  
 Shared Trips  
 % Shared Trips  
 Shared Trips AMB  
 % Shared Trips Amb  
 Shared Trips Wheelchair  
 % Shared Trips Wheelchair  
 Cost Usd  
 Cost Per Ride AMB  
 Cost Per Ride Van  
 Cost Per Ride Ambulance  
 Avg. Miles ambulatory  
 Avg. Miles wheelchair  
 Avg. Miles Non Emergency Ambulance  
 Avg. Miles Ride Mail  
 Vehicles Pass inspections  
 # Inspections  
 OTP on time Arrival  
 OTP on time Arrival %  
 OTP Arrival Late  
 OTP Arrival Late %  
 Trip Missed spot  
 Accidents  
 Member Utilization

Month of Date Ride  
7/1/2019 8/1/2019 9/1/2019

### Rides by Month



### Rides by LOS



**Figure 4.2.1.4-1: The Client Dashboard allows the user to generate reports that are not limited to pre-specified data; this tool provides the Bureau near real-time access to hundreds of options for customized statistical analysis.**

Potential enhancements we can discuss with the Bureau post-award:

In 2019, LogistiCare enhanced its reporting team to provide centralized support to local operations, and to offer more robust reporting to clients. The team shares common approaches to data governance and management of data through a company level data warehouse. Additionally, the team enables local markets to do more through a combination of sharing not only best practices and reporting templates, but also acting as a nerve center linking data, insights, and analytics needs throughout the entire company. If needed, the team is available to support West Virginia's Business/Data Analyst, Jim Williams, and can discuss more in-depth analytics and integrations with the Bureau, post-award.

Within the last year, the reporting team has transitioned the server used for client reporting to a new server. The updated server will drive down the Bureau's time to insight, as well as provide new analytics and capabilities. The server combines a modern data warehouse back end with a secure, software-based server front end to provide efficient, complete and accurate reporting with rapid diagnostic capabilities. The new reporting dashboard features an intuitive drag and drop interface that makes it easy to report data on a routine basis, and to "ask questions" of the data in real time.

LogistiCare's local Business/Data Analyst can provide all necessary training to the Bureau to increase proficiency with the updated client dashboard. This training is important for maximizing the value users receive and provides helpful tips for ongoing interactivity.

## Standard and Ad Hoc Reports

LogistiCare is committed to providing robust reporting to increase transparency into all aspects of transportation coordination and delivery. We regularly provide operational and performance reports to the Bureau so they can measure our ability to meet their requirements and standards for service. These reports include a comprehensive view of our quantitative performance standards and our ability to report and monitor our compliance with operations metrics through internal data collection, call and trip monitoring, satisfaction surveys, and other measurable components of service.

After validating the information collected within our transportation management platform, our Business/Data Analyst located in Charleston, West Virginia creates standard and ad hoc reports for submittal to the Bureau. These reports help us pinpoint program challenges and identify operational successes, in turn we use the data to determine ways we can enhance the member experience, increase cost savings, and improve efficiency.

Under the new contract, the Bureau will maintain access to near real-time operational data through our web-based, reporting tool. Users can log in and view data at any time from any device with web capabilities. Data syncs directly from the transportation management platform, which means the Bureau can access the same information we use to manage daily operations. In addition to providing authorized BMS representatives with access to the dashboard, we will continue to provide standard and ad hoc reports based on BMS criteria.

### 4.2.1.5 Approach and Methodology for Report Development

*The Vendor should describe their approach and methodology for report development and production and should also provide examples of reports produced for projects of the type, size and scope of that described in this RFP.*

Reporting is an integral function of evaluation that allows our West Virginia staff to communicate the program's progress; monitor and track performance; demonstrate the impact of reliable transportation on health outcomes; and, document areas of improvement and lessons learned. Throughout our tenure as the state's NEMT broker, we have provided a high degree of insight into call center and transportation network performance through our web-enabled client reporting dashboard, standard reports mandated by the Bureau, and ad hoc reports developed by our local Business/Data Analyst. If awarded the new contract, we will continue to use information stored in our transportation management platform to produce reports on time and in-compliance with the state's requirements.

## Methodology for Standard Report Development and Production

James "Jim" Williams, LogistiCare's Business/Data Analyst in Charleston, West Virginia, will continue to leverage his capabilities with our systems to generate and review report data, engage in two-way dialogue regarding reports, and respond to real-time reporting inquiries from the Bureau. Mr. Williams sets the reporting parameters and queries within our platform, which collects data from various segments of operations, including the call center, network, and claims, to develop standardized reports in an Excel format. Once a report is generated, Mr. Williams thoroughly reviews the data to make sure the information presented is current, accurate, and complete, and the report format aligns with the structure requested by the Bureau.

In addition to managing the process for standard reports, Mr. Williams oversees ad hoc reporting. He receives requests from the Bureau for ad hoc reports in-person, email, or over the phone and uses the features of our reporting system and our transportation management platform to produce the requested reports in a quick turnaround period. Samples of standard and ad hoc report templates we submit to the Bureau are included in **Attachment 3\_Standard Reporting Package**.

### Client Dashboard Reports

The Bureau and other designated agency representatives will maintain access to near real-time operational and performance data and metrics through the self-service client dashboard. The client dashboard is a cutting-edge data visualization tool that directly connects to our transportation management platform. Using the tool, we empower clients to view the same data we use to manage daily operations and to create engaging reports based on their own data parameters. Reports can be generated in multiple formats, including Excel spreadsheets, graphs, charts, tables, and .csv files. The system meets all standards for privacy and security. To protect the security of member and program data, only authorized representatives will have access to the client dashboard. Reports generated will not replace our standard reporting package but will allow the Bureau independent access to proprietary operational and performance information at any time. The dashboard can filter data to show results for specific operations functions, capacity management, provider performance, trips, etc.



**Figure 4.2.1.5-1: The Client Dashboard offers multiple data views including calls, trips, complaints, etc.**

### Call Center Metrics Tracking and Reporting

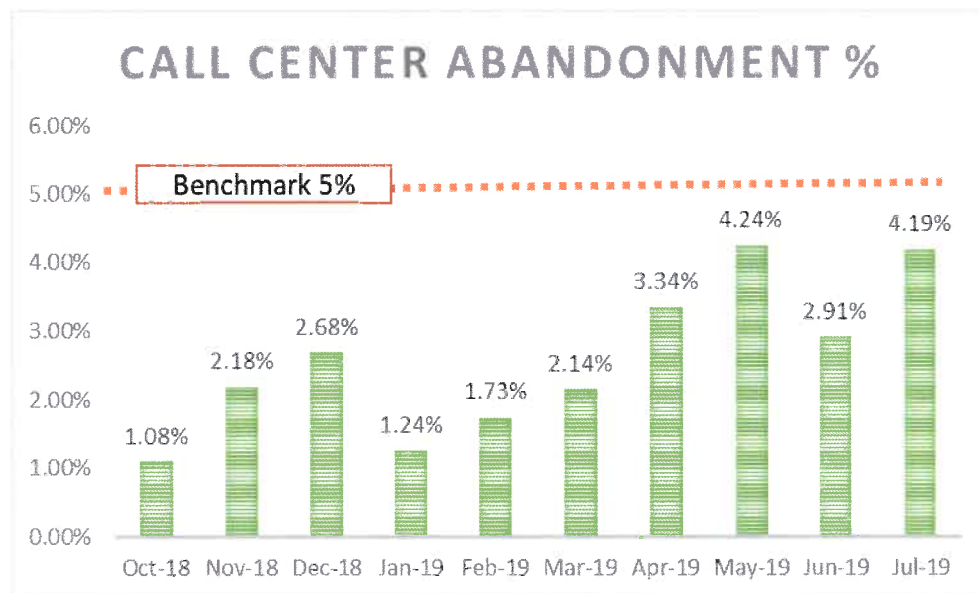
LogistiCare uses the Avaya Communication Manager System (CMS) with integrated analysis and reporting features in the Charleston, West Virginia office to manage the flow of stakeholder calls. Avaya's supervisor feature and real-time workforce management software captures and aggregates call center data (including average speed to answer, the number of abandoned calls, average hold time, call times, and number of calls in a queue) into hourly, daily, weekly, and monthly data sets. The telecommunications system records, collects, and stores call-traffic data in real time and maintains historical databases for analysis and reporting purposes. The telephone platform uses a secure and geographically redundant private cloud architecture model to prevent data loss and increase the ease of data retrieval. When the features of the Avaya CMS are



coupled with our transportation management platform, which is updated during every phone interaction, we can produce reports with the following call center data:

- Number and types of calls
- Number of calls that reach the IVR
- Abandoned calls
- Calls answered by CSRs
- Average time on hold and talk time
- Average speed to answer
- Number of calls placed on hold by call center operators and time on hold
- Number and percentage of calls abandoned while placed on hold
- Number of available CSRs by the time of day and the day of the week

Through the dashboard we can generate call center reports in a chart or graphic format, allowing operations staff to quickly review performance in relation to the standard metrics for service.



**Figure 4.2.1.5-2: Business Intelligence Tool - Call Center Abandonment Graphic.**

### Member Complaint Reporting

We recognize the importance of tracking complaints to improve service, efficiency, and reliability from the member perspective. Any time a member, facility, or authorized representative reports a complaint, LogistiCare's staff records the details of the event in our transportation management platform. Complaints are assigned a unique tracking number and complaint type for accurate reporting to the Bureau. Our system tracks the names of members that file complaints, the name of the NEMT Provider and driver (except in the case of public transit), the nature of the complaint (grouped into categories), LogistiCare's response to the complaint, the number of times a member complains, and the total number complaints compared to the total number of completed trips. A sample complaint graphic available to the Bureau using the information tracked in the client dashboard is provided.





## APPENDIX 3: BUREAU-SPECIFIC REPORTING REQUIREMENTS

#	Report Name	Frequency/Delivery
R1	Broker Monthly Report Card	Monthly, no later than the 15th day after the report month
R2	Provider Monthly Report Card	Monthly, no later than the 15th day after the report month
R3	Monthly County Level Detail Report	Monthly, no later than the 15th day after the report month
R4	Monthly Call Center Report	Monthly, no later than the 15th day after the report month
R5	Monthly Staffing Report	Monthly, no later than the 15th day after the report month
R6	Monthly Customer Service Representative (CSR) Monitoring Report	Monthly, no later than the 15th day after the report month
R7	Reservation Summary Report	Monthly, no later than the 15th day after the report month
R8	Unduplicated Riders by Level of Service Report	Monthly, no later than the 15th day after the report month
R9	Monthly Complaint Summary Report	Monthly, no later than the 15th day after the report month
R10	Monthly Complaint Detail Report	Monthly, no later than the 15th day after the report month
R11	Monthly Denial Summary Report	Monthly, no later than the 15th day after the report month
R12	Monthly Denial Detail Report	Monthly, no later than the 15th day after the report month
R13	Monthly Network Report	Monthly, no later than the 15th day after the report month
R14	NEMT Services Scheduled Trip Requests Report	Within two (2) calendar days of the Bureau's request
R15	Provider Training Schedule	Monthly, at least five (5) days before the month of training
R16	Accident and Incident Report	Within 24 hours with injuries / 72 hours without injuries.
R17	Biannual Member Satisfaction Survey Report	Bi-Annually, no later than the 30th day after the 6th month
R18	Quarterly Suspected Fraud, Waste, Abuse and/or Misuse Summary Report	Quarterly, no later than the 30th day after the end of each calendar quarter
R19	Annual Report	Annually, by 60 <sup>th</sup> calendar day after 12-month period
R20	Records of Vehicle Inspection	Monthly, no later than the 15th day after the report month
R21	Monthly NEMT Provider Monitoring Report	Monthly, no later than the 15th day after the report month
R22	Excessive Distance Report	Monthly, no later than the 15th day after the report month
R23	Monthly Encounter Data Reconciliation Report	Monthly, no later than the 20th day after the report month
R24	Monthly Multi-Passenger Trip Report	Monthly, no later than the 20th day after the report month
R25	Monthly Behavioral Health Transportation Report	Monthly, no later than the 20th day after the report month
R26	Monthly MCO Utilization	Monthly, no later than the 15th day after the report month
R27	Fraud, Waste, Abuse, and Misuse Financial Report	Monthly, no later than the 15th day after the report month

## Statewide NEMT Program Service Level Agreements

When implementing the NEMT program in 2018, we incorporated the BMS Service Level Agreements (SLAs) into our training materials, Operations Procedures Manual, NEMT Provider Manual, monitoring activities, telecommunications system, workforce management software, and our transportation management platform. Local management uses these metrics to evaluate our center's overall performance, determine staffing and scheduling, and to identify training needs. We currently meet or exceed the SLAs referenced below, and will continue to meet these terms under the new contract.

APPENDIX 4: SERVICE LEVEL AGREEMENTS (SLAs) – BUREAU FOR MEDICAL SERVICES	
NEMT Services	
1. On Time Arrival	No more than 5% late or missed per day
2. Travel Time on Board	No more than 45 minutes more than the average travel time
3. Average Wait Time	Waiting time does not exceed 15 minutes for a scheduled appointment, and one (1) hour for a discharge
4. Authorization and Scheduling Timeliness – 3 Day Turnaround	Schedule 98% of routine NEMT requests within 3 business days
5. Authorization and Scheduling Timeliness – 10 Day Turnaround	Schedule 100% of all routine NEMT requests within 10 business days
Transportation Validation Checks	
6. Pre Transportation Validation Checks	Conduct pre-transportation validation checks for at least 3% of NEMT requests
7. Post Transportation Validation Checks	Conduct post-transportation validation checks for at least 2% of NEMT requests
8. Utilization Reporting Submission	Submit report on the day of the week specified
9. Suspected Fraud, Abuse and Misuse Reporting	Report fraud, waste, abuse or misuse within 3 calendar days
10. All Other Vendor Deliverables Submission	All deliverables as required by the contract
NEMT Provider Reimbursement	
11. NEMT Provider Reimbursement	Pay all clean claims within 30 days
Call Center Performance	
12. Call Center Downtime	No non-negotiated downtime due to hardware, operating, or software failure during peak hours
13. Call Center - Speed of Answer	Answer all calls within 30 seconds
14. Call Center - Average Wait Time	Average queue time after AVR is five (5) minutes or less
15. Call Center – Average Call Abandonment Rate	Average abandonment rate is no more than 5%
Training Outreach and Education	
16. Provider Training and Education	Conduct NEMT Provider and Provider training in at least 5 locations, ongoing meetings, update Provider Manual annually

17. Member Outreach, Education & Satisfaction Surveys	Conduct member outreach and education; conduct member satisfaction survey every 6 months
<b>Driver and Vehicle Validation Checks</b>	
18. Transportation Provider Driver Requirement Validation Checks	Ensure NEMT Drivers meet all requirements
19. Vehicle and Vehicle Inspection	Perform inspections every 6 months after initial inspection
<b>Program Changes</b>	
20. Unauthorized changes	Any changes must receive the Bureau's approval
21. Implementation of Contract Requirements	Implement 100% of contract requirements
22. Annual Financial Report	Report pre-tax net income; return any amount over 7.5% profit within 90 days of end of state fiscal year

During the implementation phase, we will adjust our policies and procedures and our systems to reflect any contract changes.

### Jobs and Hope Service Level Agreements

As the current broker for West Virginia's Jobs and Hope program, we understand the program requirements and will adhere to the following service level agreements:

<b>APPENDIX 4: SERVICE LEVEL AGREEMENTS - OFFICE OF DRUG CONTROL PREVENTION</b>	
<b>Transportation Services</b>	
1. Statewide Coverage	Trips shall be available in every area of WV within a 24-Hour timeframe
2. On-Demand Ride Response	No more than 5% of trips delayed more than 24 hours
3. On-Time arrival	Maintain a monthly average of 80% for on-time performance
4. Travel Time Onboard	Members will not remain in vehicle for more than 45 minutes longer than the average travel time for direct transport
5. Average Wait Time	Average wait time for a pick-up does not exceed 15 minutes
<b>Ride Booking Application Services</b>	
6. Ride Booking Application Downtime	No non-negotiated downtime due to hardware, operating, or software failure
<b>Training, Outreach and Education</b>	
7. Provider Training and Education	Conduct ride booking application training sessions as required
8. Unauthorized changes	Any and all changes must be approved
9. Implementation of Contract Requirements	Implement 100% of contract requirements by Go-Live date

#### 4.2.1.7 Supplying All Written Materials

*The Vendor should describe their approach to supply all written material, including (but not limited to): reports, letters, training materials, Medicaid recipient education materials, Provider manuals and operations manuals to the Bureau for approval in advance of distribution.*

Following contract award, our operations team in Charleston will review the current BMS approved stakeholder written materials, including but not limited to reports, letters, training materials, education materials, the provider manual, and operations manual, to confirm alignment with the standards of the RFP, SOW, and contract. Following this review, any needed changes will be made to the materials and they will be submitted to the Bureau for approval prior to distribution and in accordance with required submission dates.

WRITTEN DELIVERABLES		
Materials	Description	Submission Timeline for Approval
Reports	Sample versions for all Bureau required reports defined in Appendix 3.	At least 30 days prior to new contract operations start date.
Training and Education Materials	Facility, member, and NEMT Provider educational materials (i.e. Welcome Letter, brochures, etc.) along with a final training and education plan.	At least 30 days prior to new contract operations start date.
Provider Manual	Final, completed Policies and Procedures for NEMT Providers, including performance expectations, and program standards.	At least 30 days prior to new contract operations start date; and, at a minimum, annually thereafter and when changes in operation are made. Modifications requested by the Bureau will be made within 10 business days.
Operations Manual	Policies and procedures for the program contract based on the RFP, contract, and SOW.	At least 30 days prior to new contract operations start date.

Through the life of the contract, we will send updates and/or changes to materials to the Bureau for approval before distribution.

#### 4.2.1.8 Providing Increased Training of NEMT Providers

*The Vendor should describe their plan to adjust and/or provide increased training of NEMT Providers without additional cost to the Bureau, if the Vendor or the Bureau determines that requirements, quality or other standards (Appendix 1) are not being met.*

LogistiCare's network management practices focus on the reliable transport of members and includes safety conscious trainings that support NEMT Providers in identifying, analyzing, and developing solutions to thwart transportation hazards. This focus has resulted in the delivery of 99.99 percent accident/injury-free trips. Before the assignment of the first trip, we require NEMT Providers to successfully complete our credentialing process which includes the completion of a rigorous training program focused on safety, passenger assistance techniques, and sensitivity skills appropriate for serving members with disabilities. Working with the National Safety Council (NSC) and the Community Transportation Association of America (CTAA), we implemented an industry-best driver-training program that also includes basic first aid and CPR training. In addition, drivers must complete LogistiCare's initial orientation, which includes program-specific training, and the Passenger Service and Safety (PASS) driver certification or an equivalent course which entails:



- Americans with Disabilities Act and disability awareness (assisting the visually impaired, hidden disabilities, stroke, epilepsy, and seizure disorders)
- Biohazard handling, spill kit procedures, and blood borne pathogens (hepatitis A, B, and C; HIV; and dialysis)
- Customer service, communication, and stress management
- Emergency and evacuation procedures
- Recognizing and avoiding sexually inappropriate conduct
- Securing wheelchairs/performing lift operations
- Sensitivity training
- Working with service animals
- State child safety laws
- Vehicle requirements and pre-trip inspections

The CTAA PASS training certification is typically valid for two years, after which the certification must be renewed.

NEMT providers that operate wheelchair vehicles must also participate in LogistiCare's CTAA-Approved Wheelchair Securement training. To successfully complete the course, drivers must demonstrate their ability to properly secure a member in the vehicle and pass an in-person vehicle and equipment inspection. All of LogistiCare's Field Monitors have passed NSC's Defensive Driving course and are CTAA PASS Training certified and can recognize if a driver does not appear proficient in either wheelchair securement or passenger handling.



#### SAFETY AWARD RECIPIENT

LogistiCare has been honored by the National Safety Council (NSC) with the prestigious "Commitment to Roadway Safety Excellence" award year after year.

Providers are re-credentialed on an annual basis, or as needed, depending on their compliance with the program's performance standards. During this process, we review drivers' training certifications to determine whether they are current. NEMT Providers and drivers that have certifications that are at risk of expiring are directed to submit a current certificate of completion. If a certification expires, we immediately inactivate the driver/NEMT Provider in our system to prohibit trip assignments until the party is in compliance.

## Increased Training

We use proactive network management strategies to anticipate and resolve performance concerns. Our Provider Relations Manager serves as an intermediary and helps resolve concerns that arise due to poor performance quality or unmet requirements. In many instances, after the Manager counsels NEMT Providers about performance and best practices, their performance quickly improves. However, if an NEMT Provider continuously performs below their contracted standards for quality, safety, or performance (defined in Appendix 1), we consider corrective actions, which can range from additional training, at no additional cost to the Bureau, to termination from the network. We consider performance violations, such as improper wheelchair securement, as issues that require immediate re-training. Our CTAA certified Field Monitors are able to conduct one-on-one training and audits with drivers or offer a referral to an approved trainer. Before implementing corrective actions, we will submit our plan to the Bureau.

## One-on-One Meetings

LogistiCare's Provider Relations Manager conducts face-to-face or web-conference meetings with NEMT Providers to review their Performance Score Card and discuss performance in relation to contracted



expectations. During these sessions, the Manager counsels the NEMT Provider and, if needed, provides one-on-one training to help the NEMT Provider improve service and driver issues. The following are topics we commonly review with NEMT Providers and, if needed, provide additional training:

- On-Time Performance
- Complaints
- Trip volume
- Post-trip survey results
- Billing

If NEMT Providers are not meeting their contracted standards, the Provider Relations Manager determines if the frequency of meetings should be increased and devises a corrective action plan to resolve issues within a prescribed timeframe. The action plan includes the consequences for continued under-performance. In our experience, poor performance typically improves within the first 30 days of an action plan.

### Quarterly Network Meetings

Each quarter, we facilitate quarterly meetings in various locations throughout the state. The quarterly meetings are typically comprised of NEMT providers, LogistiCare management staff, sole source facility/providers, senior agencies and transit companies. We meet with NEMT Providers to discuss network performance as a whole, discuss systemic issues and policy changes, and to conduct trainings based on the needs of the group. A portion of the meeting time is devoted to open discussions with NEMT Providers regarding challenges they experience and solutions to overcome these obstacles. To date, we have held meetings in Martinsburg, Bridgeport, Charleston, Beckley, Bluefield and Summersville to allow for easy access for our Provider partners. For 2020, the first quarterly meeting occurred in March. Our Provider Relations team plans to hold at least four additional meetings over the coming months in various locations across the state to reach more of our NEMT Providers.

Having hosted 21 Quarterly Network Meetings throughout West Virginia during the past 18 months, we appreciate the value these interactive meetings bring for facilitating ongoing communications critical to developing and maintaining positive working relationships with NEMT Providers. Our relationship building has enabled us to gain insight into NEMT Provider needs, identify emerging trends, answer questions, train NEMT Providers, share successes and respond quickly to address issues or concerns. For instance, in 2019, we learned about processes that needed to be updated or changed to increase efficiency and accuracy. That meant improvements were needed to increase training for NEMT Providers and our staff. Using the information gleaned from these town-hall-type meetings, we made program adjustments and conducted more training, as necessary.

### Training Resources for Continual Development

NEMT Providers that do not meet the requirements for quality or other standards may be required to repeat their training or are referred to LogistiCare's support tools to help improve performance. We offer NEMT Providers access to a variety of resources and maintain records of all training certificates of completion in the NEMT Provider's profile to assure drivers remain compliant with our training criteria. Below, we list some of the resources and trainings available to NEMT Providers on an ongoing basis:

- Claims processing and appeals training and support line

- Review of the NEMT Provider Manual (LogistiCare’s internal program requirements, processes, policies, and procedures)
- On-site visits, phone and video conferences, and electronic communications with Provider-specific trainings
- Regular communications regarding topics related to NEMT Providers such as reporting no-shows and on-time performance; emergency situations and post-accident procedures; distracted, aggressive and fatigued driving; HIPAA Compliance and ADA Awareness
- NSC’s Defensive Driving or equivalent\*

\*NSC’s Defensive Driving courses are available in English and Spanish, and are tailored to the learner’s age, driving aptitude, vehicle driven, and location.

#### 4.2.1.9 Following Proprietary Formalized Change Control Procedures

*The Vendor should describe their plan to follow proprietary formalized change control procedures for all changes to project scope, including (but not limited to): changes arising during the Implementation and Operations phases of the project and changes necessitated as a result of new and amended federal and state regulations and requirements.*

LogistiCare recognizes that true collaboration and open communication are essential to implementing change during any phase of NEMT services. If there is a change to project scope during the implementation or operations phase of the contract, or changes that result from updates to federal and/or state regulations, we will partner with the Bureau to discuss program modifications as well as the impact on the program’s cost, utilization, and performance. With greater awareness of these factors, we will develop relevant solutions and processes for effective change management and monitoring.

#### Change Control Procedures: Implementation Phase

As the current broker, we have a full understanding of the scope of work, financial commitments, technology needs, and operational nuances to implement contract changes efficiently and on time. When deploying the new contract phase, LogistiCare’s Implementation Assistant Project Manager (Project Manager) Crystal Richardson, and Implementation Project Manager Ann Bourne, will be responsible for the successful implementation of the new contract requirements and will communicate with the Bureau regarding the implementation process through regularly scheduled meetings. Ms. Bourne will manage each implementation task until completion and follow up with assigned individuals as needed. She will also track any outstanding issues and questions and update the team weekly or as needed throughout the implementation phase.



If a change to the project scope arises during the Implementation phase as a result of new and amended federal and state regulations and requirements, we will follow LogistiCare’s standard change management

process. This process is structured to manage risks and the impact of change for each stakeholder group. The process incorporates tactical and operational strategies to support successful transitions and to enable the adoption of change for desired outcomes. We find our change strategy is most effective when our staff, our client, and all affected stakeholders understand the objectives of the change. This allows us to fully embed the changes into our culture.

### Contract Amendment

If a change is requested during the Implementation phase, LogistiCare's Implementation Executive Sponsor (EVP, Contracts & Pricing), Chris Echols, and the Implementation Project Manager, Ann Bourne, will meet with the Bureau to discuss the modifications and the impact on the overall program before authorizing a contract amendment. An amended contract will be distributed to the Bureau and LogistiCare's change management team (Implementation Project Manager Ann Bourne, Implementation Assistant Project Manager Crystal Richardson, and the Implementation Executive Sponsor Chris Echols) for review and approval.

### Changes to Program Deliverables

Once a contract amendment is approved, we will conduct an itemized review of the required changes and integrate these updates into our operations manuals, such as the Operations, NEMT Provider, Quality Assurance, Training, and Outreach Manuals to assure each meets the contract terms. The Bureau will receive updated drafts of all materials for review and approval prior to use. Other activities will include reviewing and updating the Disaster Recovery Plan and identifying any needed updates to our telecommunications system and/or transportation management platform to input business rules not already instituted.

### Changes to Operational Procedures and Systems

All major tasks and subtasks will be assigned to a member of the Implementation team and all critical components will be incorporated into our implementation work plan with a timeline for starting and completing the correlating activities. We will allocate adequate time and resources to ensure each objective is achieved by the required date. Ms. Bourne or a designated member of the Implementation team will follow a formal review and quality assurance process to ensure tasks are complete.

Changes required to our system and its elements will be managed through a formal release process. Development and testing, software changes, and fixes will be led by LogistiCare's Implementation IT Integration Project Manager, Jon Gerson. After testing, Mr. Gerson will follow a formal review and quality assurance review process.

### Readiness Review

All changes will be implemented prior to the readiness review and LogistiCare will maintain communication with the Bureau regarding our action plan and any results of changes made. If the Bureau determines corrections are required following the readiness review, we will submit documentation to the Bureau verifying that corrections have been made.

### Change Control Procedures: Operations Phase

Contract amendments initiated during the operations phase due to changes in project scope or changes to state or federal regulations and requirements, will be distributed to the Project Manager, Crystal Richardson, and the Executive Vice President, Chris Echols, for review and approval. Following the necessary approvals by

this team, all major tasks and subtasks will be assigned, if needed, and critical components will be incorporated into a work plan with a timeline for starting and completing all correlating activities. We will allocate adequate time and resources to ensure each objective is achieved by the required date.

The Project Manager will be required to authorize advancement to subsequent phases when all subtasks, or activities associated with a task, have been reviewed and approved. Performance will be measured and updated in contrast to the original forecasts and the plan will be updated based on this information. Both the Project Manager and representatives of the Bureau will be required to authorize any updates and/or changes to the plan. As each major task or milestone of the plan is achieved, we will submit evidence of completion or a required deliverable to the Bureau, if required. Following confirmation from the Bureau, the task will receive a formal sign-off by the Project Manager before it is considered complete and ready.

If a change is warranted due to new or amended State or Federal regulations, we will determine the best method to implement the change in an efficient, cost-effective manner and seek the Bureau's approval before enactment.

### Change Simplified with Business Rules Engine (BRE)

We are always looking for best in class ways to deliver NEMT services and adjusting our roadmaps to accommodate new capabilities into our platform. Whenever a change is required to protocol or a procedure, the information can be updated within our transportation management platform's Business Rules Engine. At any time, we can add or modify business logic, call scripts, or program policies and communicate the changes to all staff to remain holistically compliant with the Bureau's policies and procedures.

#### 4.2.1.10 Communication Plan

*The Vendor should describe their communication plan that addresses communication with all stakeholders, including the Bureau, which could include face to face, video conference, internet conference or teleconference meetings to discuss and resolve administrative and operational issues.*

Effective communications with the Bureau, NEMT Providers, medical providers, members, and other stakeholders are the foundation of a successful NEMT program. Our communication plan focuses on our objectives and determines the frequency, efficiency, and simplicity of transmitting important information. We understand there is not just one way to connect with program stakeholders, and we apply all methods of communication to maintain the flow of critical information, such as administrative and operational issues, so that it reaches all program stakeholders in the most efficient and effective way possible. As the current broker, we have an established communication plan to work with all stakeholders through multiple communication methods, including face-to-face meetings, webinars, video and web conference calls, electronic notifications, and distributing written communication online or by mail.

### Working with the Bureau and Program Stakeholders

To confirm an ongoing successful NEMT program, we will focus on shared goals through open communication and ongoing dialog. LogistiCare is committed to continued engagement with the Bureau to facilitate continuous program improvements in West Virginia. Our Charleston operations staff communicates frequently and openly with the Bureau through in-person and telephonic meetings, as well as information sharing via email and regular



#### STAKEHOLDER OUTREACH

In 2019, our management and outreach teams performed more than 900 outreach contacts across the state, including site visits, phone contacts, etc.



reporting. While we will communicate with the Bureau in many ways, we believe that face-to-face meetings are critical to success. Under the new contract, we will hold monthly administrative meetings with Bureau staff to provide program updates on areas including, but not limited to utilization trends, issues, program accomplishments/deficits, and other data as requested by the Bureau. Should our presence be required at additional meetings, our staff will readily attend and participate appropriately according to the Bureau's direction. In addition, we will provide a dedicated workspace in our call center for the Bureau's representatives to visit at any time and conduct monitoring activities or meet with call center leaders.

LogistiCare welcomes all feedback and requests from the Bureau to enhance our services. We will work collaboratively and productively with you to improve member experiences — leveraging our national practices, quality initiatives, and lessons learned. We are always mindful that we are managing the transportation of individuals who are disadvantaged, and often sick, elderly, or disabled who depend upon access to critical health services. Our goal is to make getting to and from necessary appointments as seamless as possible and an overall pleasant experience.

### Facility Outreach

During LogistiCare's 2018 program implementation, our teams frequently visited West Virginia's facilities to conduct outreach and systems training, discuss program policies and procedures, and provide educational materials. Long after implementation, our staff continues conducting regular on-site facility visits across the state. These interactions facilitate good collaboration with the facilities and allow us to evaluate stakeholder satisfaction and opportunities for improvement.

During site visits, our outreach personnel provide an introduction to LogistiCare and the services we provide. In addition, we offer web portal and online reservation training so that facilities are better equipped to request services without having to make a phone call.

To supplement facilities training, we host webinars so that medical and office personnel can attend technology training sessions when convenient. We held 20 webinars in 2019, each one typically running for around 30 minutes, with an additional 15 minutes reserved for question and answers.

### Quarterly Network Meetings

Our Provider Relations Manager meets quarterly with NEMT Providers at locations across the state. Over the past 18 months, we have hosted 21 of these meetings. They are used to discuss network performance as a whole, systemic issues and policy changes, and to conduct training based on the needs of the group (e.g., billing). The remainder of the meeting time is devoted to open discussions with NEMT Providers regarding challenges they experience. The information collected during these meetings is shared with West Virginia's departmental leaders, who meet to determine best practices and practical solutions to be implemented for the network. Revised information is presented to NEMT Providers during the next quarterly meeting.

In addition, our Provider Relations Manager conducts one-on-one provider meetings to discuss the provider's performance, factoring in tracked complaints, credentialing compliance, no shows, the number of trips provided, and more. These ongoing interactions between NEMT Providers and our staff strengthen working relationships and increases understanding of program expectations, thus driving performance improvements and satisfaction.



## Regional Advisory Committee Meetings

To continue enhancing our stakeholder partnerships and obtain program feedback, LogistiCare will facilitate Regional Advisory Committee (RAC) meetings with medical facility staff, members, NEMT Providers, the Bureau's representatives, and local advocates to foster open dialogue under the new contract. The Advisory Committee will be comprised of NEMT stakeholders as approved by the Bureau including, but not limited to, members, healthcare providers, NEMT providers, at large community members, and our local management staff. We are experienced with developing Advisory Committees, and we will leverage the successes and lessons learned from other committees we have established across the country. The Committee will be established for the purpose of maintaining relationships and identifying program improvements and shortcomings. Meetings also will be used to train, share information, discuss concerns, and identify successes within the program. LogistiCare will hold Regional Advisory Committee meetings at locations across the state, taking the feedback collected back to our operations center for analysis to make program adjustments as needed. Meetings will be open to the public and communicated via our public website, through emails to facilities and providers, and during site visits.

### 4.2.1.11 Grievance Process

*The Vendor should describe their grievance process to ensure compliance with the Bureau's policy and procedures outlined BMS Chapter 800 (A) (<http://www.dhhr.wv.gov/bms/Pages/Manuals.aspx>) of the West Virginia State Medicaid Manual for Provider requirements process for Medicaid recipients and allow providers a review process.*

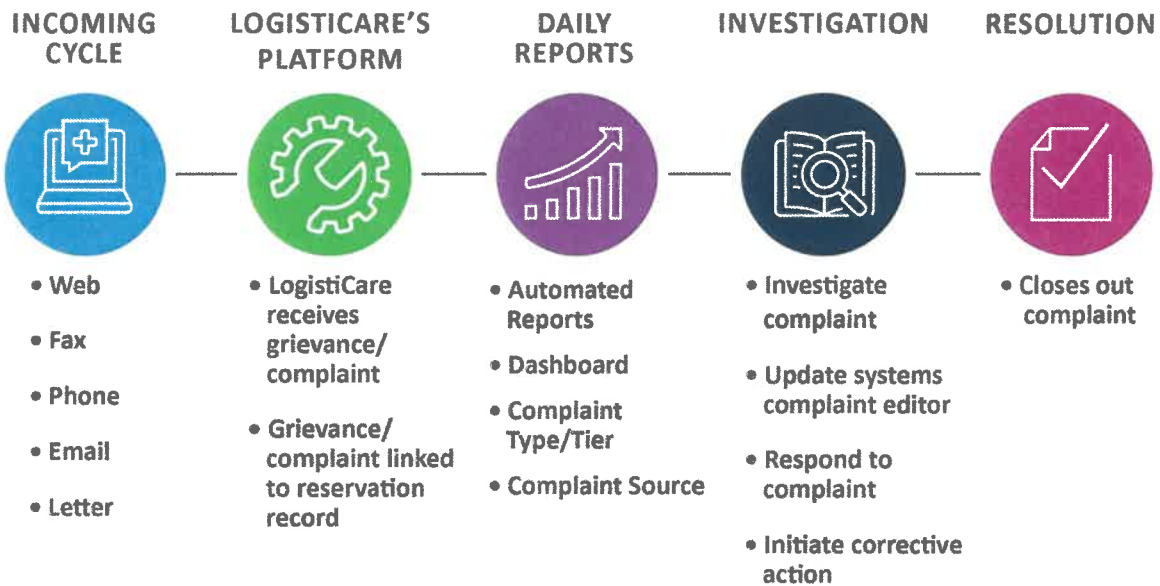
In 2019, we provided more than 2.1 million trips to West Virginia members while maintaining a complaint-free rate of 99.83 percent. In an effort to identify areas we can improve program delivery, we offer NEMT Providers, members and facilities educational materials and verbal reminders about the process to submit a grievance or complaint, and allow stakeholders to conveniently submit their issues or concerns by phone, web, e-mail, mail, or fax.

When we receive a complaint, we take it seriously, handle it with urgency, and resolve it swiftly and courteously. Our staff follow comprehensive written policies and procedures on handling complaints regardless of the source or subject matter. Our process complies with the Bureau's policies and procedures in the West Virginia Medicaid Provider Manual (<http://www.dhhr.wv.gov/bms/Pages/Manuals.aspx>).

Our Quality Assurance Specialist and Complaint Coordinators are trained on the efficiencies for resolving grievances through proven resolution methodologies, and on the importance of conveying compassion and empathy to the member. It is our goal that all phone calls related to grievances are ended through satisfactory resolution. Our policies and procedures include:

- Recording complaints in our platform
- Using reporting tools to track and analyze complaints
- Documenting resolution and closing of complaints
- Maintaining a permanent log of complaints — including information collected during investigation, corrective actions taken, and the resolution

Lessons learned from complaints and grievances are incorporated into our quality improvement plans. Our BMS-approved process for managing complaints is detailed in the following sections and summarized in the following graphic.



### Timeframe for Resolving Complaints

Any employee who receives a grievance must electronically record the complaint or issue in our transportation management platform, where we track each instance and the actions taken to address and resolve the concern. Recorded grievances are subsequently investigated as designated at specific levels (defined below) within one (1) business day. Complaints are resolved within 72 hours, when possible, or as determined by contractual obligation. Tier II complaints (operations and employee-specific complaints) are resolved within 30 calendar days.

Indicated below is the tiered classification system we use to determine complaint severity.

- Tier I – issue involving member health and safety (e.g. the death of any member, driver, or bystander; all vehicle accidents; sexual assault or misconduct; head injuries, broken bones, or hospitalization; abandoned rider; reckless driving; unsafe vehicle; evidence or threat of weapon; wheelchair tips or flips; fraud; etc.)
  - Tier I complaints must be reported to the Project Manager or the Quality Assurance Specialist and staff, upon receipt. Senior management will notify the appropriate client of the incident (if required), immediately commence an investigation, and work with affected parties to resolve the concern. The LogistiCare Quality Assurance (QA) Specialist will immediately notify the Corporate Legal Department about any complaint addressing physical assault, sexual assault or misconduct, drugs, and serious injuries. Serious injuries are defined as death, head injury, broken bones, injury resulting in hospital admission, and/or injury resulting in amputation.
  - Non-serious injuries and after hour Tier I incidents do not warrant an immediate call to the Corporate Legal Department. These occurrences will be communicated to the Corporate Legal team by email, and will include a description of the incident, copy of the incident report, provider's certificate of insurance, and police report (if any).
- Tier II –issue involving service, behavior and timeliness (e.g., provider no show, habitual member no show, driver rudeness, CSR rudeness, air conditioner broken, etc.)

- Tier II complaints will be investigated and resolved within 72 hours (whenever possible). Resolution will include correspondence with relevant parties and documentation of corrective action. Tier II complaints will be reported to the Assistant Manager on a daily basis and reported to the Bureau monthly.
- Tier III –issue involving service or behavior (e.g., isolated provider late, long hold times, poor customer service)
  - Tier III complaints will be responded to, tracked, and monitored for relevant trends and indications of systemic problems. If a pattern is noted, management will raise the awareness and resolution to a Tier II level. These complaints are reported daily to the appropriate manager and reported to the Bureau monthly.
- Tier IV –complaint/issues not involving safety, behavior, or timeliness (e.g., dirty vehicle, driver odor, etc.)
  - Tier IV complaints will be communicated to the involved parties. If the complaint involves a NEMT Provider, a letter will be sent to the Provider alerting them that a complaint has been received and that the NEMT Provider will be monitored for future performance. The QA Specialist and team will address these complaints and appropriately respond either in writing or verbally within 72 hours, when possible.

## Complaint Procedures

### ► First Level Review

Complaints or issues may be received (either verbally or written) from members, medical providers, NEMT Providers, facilities, individuals or groups in contact with LogistiCare. Member complaints directed toward a LogistiCare staff member cannot be recorded by the staff member targeted in the complaint. Additionally, no person involved in the complaint can be a part of the review process. In the event the complaint is about the employee currently engaged with the person making the complaint, then the complaint must be escalated to a Call Center Lead. NEMT Providers may call in complaints directly to the Quality Assurance Specialist or any member of the Transportation team.

All LogistiCare delegated complaints are reported as follows:

COMPLAINT TYPE	REQUIRED ACTION
If a verbal or written complaint is made by either the member or the member's representative and is immediately resolved to the member's satisfaction (i.e., on the same call).	LogistiCare documents the complaint and resolution communicated to the complaining party.
If a verbal or written complaint is made by either the member or the member's representative involving the quality of service that cannot be immediately resolved (i.e., on same call).	The complaint details are documented. The agent informs the member that the complaint has been documented. If the call requires escalation, a Complaint Coordinator or the Quality Assurance Specialist enters any additional call details and attempts to resolve the complaint. If resolved, the solution is recorded and the resolution is communicated to the complaining party, if applicable.

### ► Second Level Review

If the complaining party is not satisfied with the resolution, we escalate the concern to the designated management staff who reviews the complaint. If the complaint is regarding a specific staff member, the appropriate manager is notified and corrective action is recommended, as needed. The QA Specialist or Complaint Coordinators enter the details of the complaint, investigation, and corrective action into the system; and records all actions using the activity log for auditing purposes. A closing code is assigned to every complaint upon completion. The closing codes are as follows:

CLOSING CODE	CLOSING CODE DESCRIPTION
Valid Complaint: Action Taken	A complaint occurrence is found to be true and the occurrence is a violation of the standard operating procedures for the contract. Action is taken.
Insufficient Information to Validate	The complaint occurrence is such that it is one person's word against another's and there is no way to confirm either side of the story.
Inquiry: No Further Action Required	The complainant is asking a question versus making a true complaint.

Management analyzes complaints by a variety of variables such as NEMT Provider, member, facility, date, type of complaint, etc. and integrates the results into the QA Plan, as needed. Complaints from members are shared with the Bureau in our standard reporting package.

#### 4.2.1.12 Contracting with Qualified NEMT Providers

*The Vendor should describe their plan for contracting with qualified NEMT Providers, including examples of reasons they would terminate a Provider service agreement and timeframes.*

We understand that the core of any NEMT program is to remove the barrier of transportation in order to improve the health outcomes of socially and medically vulnerable members. As a responsible NEMT broker we support this objective by building and maintaining a network of safe vehicles, trained drivers, and diligent NEMT Providers. When transitioning West Virginia's NEMT program in 2018, we recruited heavily in every county of the state to build a robust network of qualified NEMT Providers. Our local Provider Relations team deliberately focused on diversifying the vehicle fleet and sought partnerships with NEMT Providers that offered coverage in West Virginia's mixed terrain and those requiring little to no advance notice to make certain members maintained access to the right service when needed.

In 2019, our network of 137 NEMT Providers, with 579 vehicles, successfully delivered more than 2.1 million trips. Using our established network of credentialed and trained NEMT Providers, we stand ready to serve the needs of West Virginia's Medicaid population. We are the only broker able to provide members a seamless delivery of service and a continuity of care to meet the state's growing trip demand.

### Capacity Management

West Virginia's Transportation Department reviews member utilization and trip performance reports to determine if vehicle capacity is sufficient to meet transportation demand in each county. Our Provider Relations Manager monitors the network and seeks additional resources as needed. If additional capacity needs are identified, we first review our records to see if any of our existing NEMT Providers are interested in expanding their fleet or service area. We also review our list of willing and qualified NEMT Providers that have



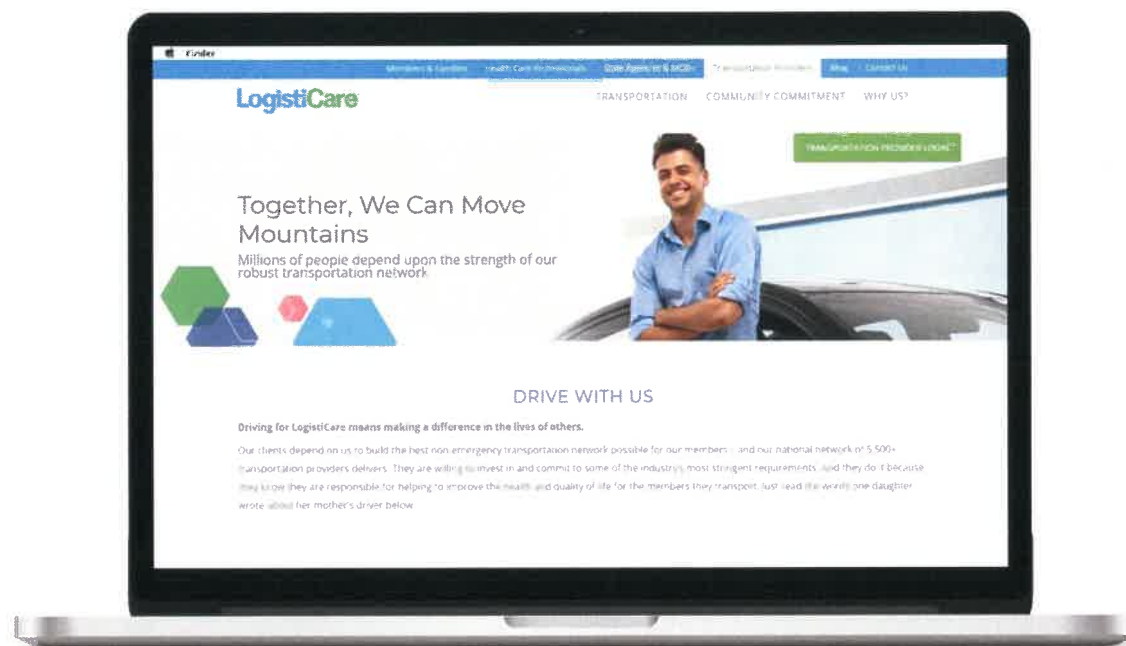
previously expressed an interest in joining the network. When needed, we recruit new resources using our standard processes (referrals, town hall meetings) to augment our network in under-served areas.

### Expanding Existing NEMT Providers

Because West Virginia is an existing market, we recruit differently than when entering a new market. We use real historical data, forecasted data based on utilization trends, and information about scheduled trips to tweak our network plan on an as needed basis. If we predict gaps in coverage, we first discuss fleet augmentation or expansion of service into counties that are under-served with our contracted NEMT Providers. Existing Providers often have a deeper understanding of the program, utilization, member culture, and local geography. Over the past 18 months, we have prioritized growing small, local NEMT Providers in West Virginia that are capable of expanding. As a result of increased trip volume, we have successfully helped many of our contracted NEMT Providers double the size of their fleets and stabilize their operations.

### Recruiting New NEMT Providers

If we require a significant increase in network capacity, we will first use our capacity management tools to develop a recruitment plan, and perform extensive outreach to identify NEMT Providers, facilities with vehicles, and other organizations that can provide transportation services. The Provider Relations Manager will ask existing NEMT Providers for referrals and host public forums (e.g., town hall meetings) within the counties where gaps exist to engage the services of new NEMT Providers. In our recruitment meetings, we share information about our collaborative approach to managing transportation networks, members, and the program standards. We offer Providers the opportunity to ask questions about the program and view demonstrations of our transportation tools that will be available upon joining our network.



**Figure 4.2.1.12-1: LogistiCare’s Provider Relations team recruits NEMT Providers in several ways, including sourcing new drivers through [www.logisticare.com](http://www.logisticare.com).**



## Collecting Provider Information

During our outreach, we use an electronic Recruitment Packet that contains legal and administrative documents required to add an NEMT Provider to the LogistiCare network. These include:

- Transportation Agreement (and Exhibits) under which the NEMT Provider will operate within the state.
- Account Setup Agreement, which establishes a payable account with LogistiCare.
- Insurance Credentialing Checklist, which defines the insurance coverage required to operate within the state.
- Provider Questionnaire, which gathers information about the transportation provider's business operation, capacity, and capabilities.
- After-hours Contacts Form, which enables the transportation provider to identify key personnel and indicate how they can be reached after hours.
- W-9, which captures key business information, including federal Tax ID, legal name, and business name.
- Electronic funds transfer (EFT) authorization, which establishes direct deposit payments, if the transportation provider chooses.

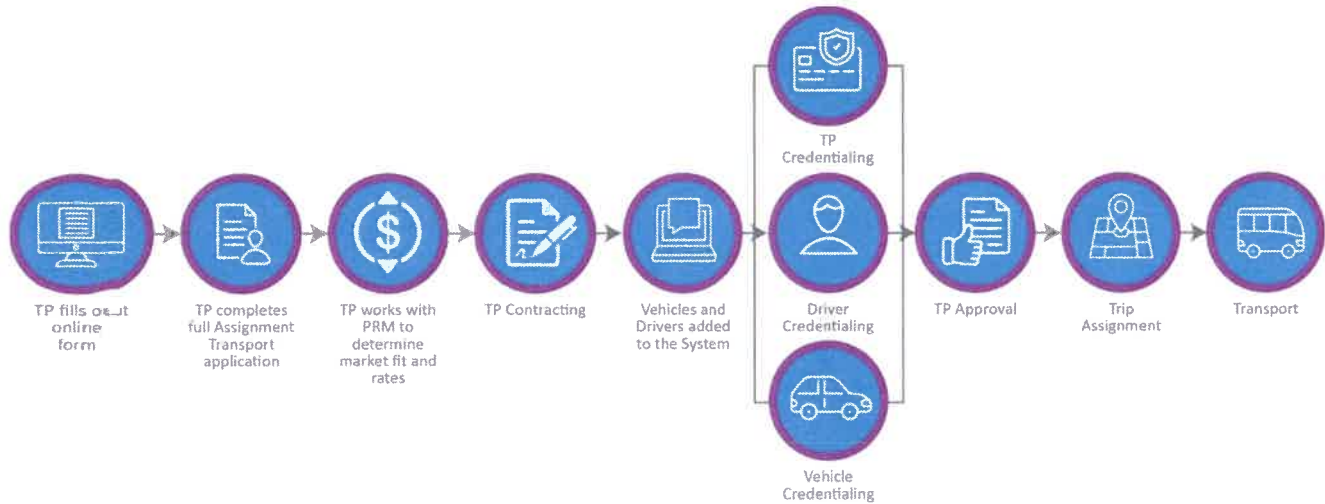
Of great importance to our mission is that potential NEMT Providers represent a broad and diverse pool of transportation resources that can serve members in all counties.

## Credentialing

We require every NEMT Provider, including program-based NEMT Providers, to participate in our rigorous credentialing process, which begins with an informative orientation session. LogistiCare's Provider Relations Team hosts the comprehensive orientation session and follows a standardized checklist. The orientation includes an in-depth review of the following topics:

- |  |  |
|--|--|
| • Driver Requirements & Responsibilities | • Driver Conduct                             |
| • Transportation Notification            | • Trip Assignment Criteria                   |
| • Manifests, Reroutes, and Cancellations | • Levels of Service & Transport Modes        |
| • Vehicle Inspections & Requirements     | • FWAM Reporting & Investigations            |
| • Performance Standards                  | • Dispatching and Trip Delivery              |
| • Regular & After-Hours Scheduling       | • Recordkeeping & Documentation Requirements |
| • Driver Qualifications & Credentialing  | • Customer Service & Cultural Competency     |
| • Program Policies and Procedures        | • Reimbursement Process for Authorized Trips |
| • Urgent Trip Procedures                 |  |
| • Complaint and Appeal Procedures        |  |

The Provider Relations Team encourages open discussions about the current transportation environment during orientation, and shares best practices, challenges, and recommendations for quality performance. At the end of the orientation session all NEMT Providers receive a copy of the NEMT Provider Manual and an Acknowledgement of Receipt and Understanding that must be signed and returned to LogistiCare. We maintain an electronic record of all Acknowledgements received.



**Figure 4.2.1.12-1: LogistiCare's Credentialing Process.**

### Credentialing Documentation

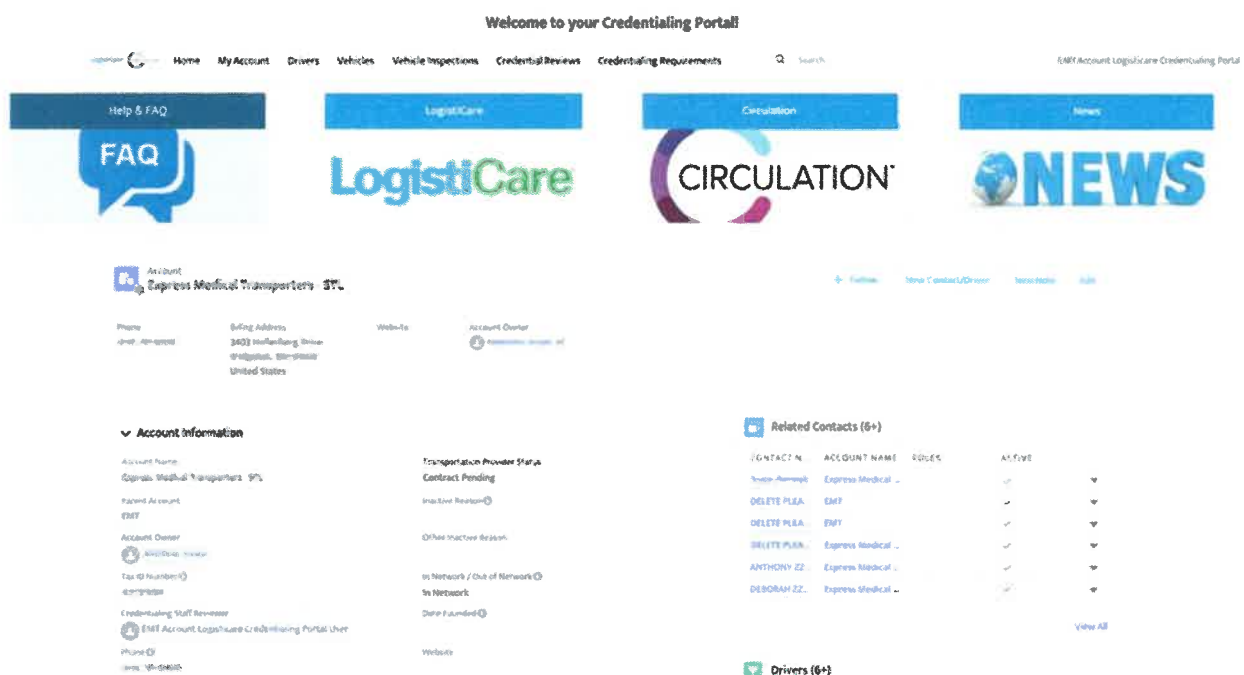
LogistiCare is dedicated to the highest standards of safety when developing transportation networks. We practice a comprehensive credentialing process that fosters compliance with federal, state and industry regulations and promotes ethical conduct. Before assigning trips to NEMT Providers, we require, at a minimum, current documentation for the following:

- Local, state, and national background screening including a sexual offender registry check (fingerprint-based)
- 10-Panel Drug Screen
- Certificate proving successful completion of training:
  - NEMT Orientation
  - Community Transportation Association of America (CTAA) Passenger Service and Safety (PASS) or its equivalent
  - Customer Service, Courtesy, and Sensitivity Awareness
  - Driver Conduct
  - Vehicle Orientation and Pre-Trip Inspection
  - National Safety Council Defensive Driving (or equivalent)
  - Recordkeeping
  - Proper Handling and Securing of Mobility Aids
  - Use of Spill Kit and Removal of Biohazards
  - National Safety Council First Aid/Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR) (or equivalent)
  - Member Information Confidentiality and HIPAA Compliance
- Office of Inspector General's (OIG) & Systems Award Management (SAM) List of Excluded Individuals/Entities (run initially and monthly by LogistiCare)
- Current licensure and/or certification as applicable

- Multi-year motor vehicle record check
- Sufficient commercial and/or liability insurance

In the new contract term, potential NEMT Providers will be required to submit their required documents via an easily navigated secure web portal\*\*. Each Provider will receive an email that includes a unique link to the secure credentialing portal; this is where they will enter information about their company, all drivers, and any vehicles planned for use. NEMT Providers will also use the link to upload credentialing documents such as proof of insurance, driver licenses, screenings and certifications. We will require all credentialing to be completed in this manner, as it eliminates the need for NEMT Providers to submit hard copies of paperwork, expedites credentialing, and reduces the potential for errors.

Once information and documentation are entered in the credentialing portal, the system will store the electronic credentialing files, digitally, where expiration and renewal dates for time-sensitive required documents (e.g., insurance certification, driver's license, and background checks) can be tracked. If a NEMT Provider qualifies for service, we negotiate competitive but fair rates for each mode of transportation and explain our contractual quality standards. Our transportation platform will not allow a NEMT Provider to be certified as "credentialed" if they do not satisfy all credentialing criteria; NEMT Providers that cannot meet the standards for credentialing are not accepted into LogistiCare's network.



**Figure 4.2.1.12-2:** The credentialing tool captures all required credentialing and tracks time-sensitive documents to prevent non-compliance.

NEMT Providers that are accepted into LogistiCare's network are continually monitored for credentialing compliance. At 60 and 30 days prior to credentialing documentation expiration, NEMT providers will receive alerts to submit updated information for any drivers or vehicles that are at risk of deactivation from LogistiCare's network. Our transportation platform will not allow a transportation provider to be certified as "credentialed" if they allow a document to expire; non-credentialed drivers, vehicles, and NEMT Providers

are immediately removed from service and deactivated from our network until they comply with the credentialing standards.

### Provider Profile

We capture general information about NEMT Providers at the beginning of the credentialing process, including their operating hours, days of service, the volume of trips they have the capacity to transport, and the specifics of their fleet (sedans, wheelchair vans, wheelchair lift equipped, etc.). By receiving this information early, we can begin to evaluate overall network capacity and gain a clear understanding of our network needs.

### Termination from the Network

NEMT Providers that violate our policies for fraud, cause harm to a member, do not meet the standards for credentialing (e.g., OIG report, lapsed insurance, or criminal convictions that can impair a member's well-being), fail to improve performance after corrective action, or that receive a high level of complaints are terminated from our network, following approval from the Bureau. Details follow:

- Excessive complaints concerning a specific NEMT Provider may result in LogistiCare assigning fewer trips and/or assessing liquidated damages to that particular NEMT Provider or may result in termination of the contract between LogistiCare and the NEMT Provider.
- Using suspended vehicles (did not pass inspection) in the NEMT Program is cause for the immediate termination of the Provider's contract with LogistiCare.
- Habitual failure to meet on-time and other service standards may result in termination from the network.

If a NEMT Provider's agreement is terminated by LogistiCare and the NEMT Provider disputes the termination, then the NEMT Provider and LogistiCare shall each designate a senior manager to meet in an attempt to resolve the dispute. NEMT Provider contract terminations cannot be appealed in cases involving imminent harm to a member, fraud or disciplinary action by the state.

#### 4.2.1.13 Screening of Staff and Providers

*The Vendor should describe their plan for screening of staff and providers to include but not limited to fingerprint-based background checks.*

Safeguarding the well-being of members and their personal information is a crucial responsibility of any NEMT broker. We screen all candidates prior to employment and follow a strict credentialing process before contracting with NEMT Providers. For the State of West Virginia, this will include performing a fingerprint-based background check to identify information about the individual's criminal history, including sexual offenses.

We consult the U.S. Department of Health and Human Services Office of Inspector General (OIG) website before we enter into a contract or hire any person or entity tasked with performing services for an NEMT program. We refer to the OIG's downloadable List of Excluded Individuals/Entities (LEIE) database during initial credentialing of a transportation provider/driver, and then monthly thereafter. We also consult the list for all employees including consultants and temporary labor against the same databases upon hire and monthly, thereafter. If we identify an individual or entity that has been excluded from rendering services on

a Medicare, Medicaid, or other federal health services contract, we immediately cease to consider/use the individual or business for employment or any services.

- ▶ **Employee Screening:** We obtain and use relevant consumer reports, including investigative reports, to determine suitability for employment with LogistiCare. These reports may include, but are not limited to, multi-state and county criminal background checks (fingerprint-based), motor vehicle record checks, sex offender registry checks, and Medicaid or Medicare mandatory exclusion list checks. In addition, we reserve the right to require applicants and employees to undergo subsequent background checks at any time to comply with state, federal, and local laws and as may be required by the company's contracts.

If a hiring manager receives any result indicating that a record has been found or is incomplete, he or she must contact Human Resources immediately. No applicant will be allowed to start employment until all pre-employment screens are complete and a review process is completed. In addition, employees, temporary staff, contractors, and consultants are screened monthly against the exclusions lists of the Office of the Inspector General (OIG) of U.S. Department of Health and Human Services (HHS) and System for Award Management (SAM). This search compares name and date of birth to the OIG and SAM exclusion databases in order to identify individuals listed on the exclusion databases. Any matches found on the database will be researched, evaluated, and reviewed with the Legal Department. Human Resources will notify the appropriate member of management for further action.

- ▶ **NEMT Providers:** Prior to placing members in the care of a NEMT Provider, all drivers employed by NEMT Providers must be properly vetted and credentialed, according to federal, state, and local requirements. At a minimum, we require demonstrated proof of the following:
  - Local, state and federal background screening, including fingerprinting
  - OIG's List of Excluded Individuals / Entities (run initially and monthly by LogistiCare)
  - West Virginia Sex Offender Registry check
  - Five Year DMV Report
  - 10-Panel Drug Screen
  - Successful completion of Initial and ongoing training (NEMT Orientation; CTAA PASS; Customer Service, Courtesy, and Sensitivity Awareness; Driver Conduct; Vehicle Orientation and Pre-Trip Inspection; National Safety Council Defensive Driving; Recordkeeping; Proper Handling and Securing of Mobility Aids; Use of Spill Kit and Removal of Biohazards; National Safety Council First Aid/AED/CPR; Member Information Confidentiality and HIPAA Compliance; and, etc.)

#### 4.2.1.14 Addressing Medicaid Recipients who are Non-Compliant

*The Vendor should describe their plan/process to address Medicaid recipients that are non-compliant pertaining to safety issues, hostile behaviors/environment, and/or exhibit aggressive behaviors.*

Transporting individuals to medical appointments is a people-focused service. As such, individual behavior can interrupt even the most efficient process on occasion. Members that display non-compliant behavior towards the driver or other passengers may go on a corrective action plan after three attempts of re-education of their rights and responsibilities through a Bureau-approved letter. The corrective action plan



may include recommendations to the Bureau for a reduced level of service, restrictions to only ride with an escort, or limiting rides until the behavior is resolved.

LogistiCare documents non-compliant behaviors in the member's profile and provides outreach and re-education via a mailed letter to encourage the member to improve the inappropriate behavior. IF approved by the Bureau, we will continue to notify the member and the Bureau, in writing, before placing a member on a corrective action plan with our recommendations, whether it includes a temporary reduction due to a behavior modification plan or other reasons. In our written notifications, we will inform the member of their right to appeal the corrective action plan and the time limitations to file their appeal. Once approved by the Bureau, we will annotate the corrective action plan in the member's profile before initiation.

#### 4.2.1.15 Assuring Appropriate Level of Service

*The Vendor describe their plan to work collaboratively with the Bureau's Utilization Management Vendor or the State's MCOs to assure that the most appropriate Level of Service is utilized for the member's transportation needs.*

LogistiCare understands that it is our responsibility to verify Medicaid member eligibility before services are provided. Further, we understand that payment for services is based on the level of service members receive. To identify the most appropriate, medically necessary level of service we directly contact the Bureau's Utilization Management vendor or the State's MCOs (Aetna, Unicare, and Health Plan of the Upper Ohio Valley) whenever we have questions. A description of the steps we take to determine a member's level of service for NEMT requests is provided in Appendix 1: Operational Specifications.

#### 4.2.1.16 Assuring Member Services Meet Prior Authorization Requirements

*The Vendor should describe their plan to work collaboratively with the Bureau's Utilization Management Vendor or State MCOs or Office of Drug Control Policy/Bureau for Behavioral Health to assure that member services have met any prior authorization requirements prior to vendor scheduling and/or paying for member transportation.*

Before scheduling and/or reimbursing NEMT Providers for trips for members that are dually eligible for Medicaid and another type of coverage, traveling out of the area, or other circumstances that require prior authorization, our Utilization Review Department contacts the Bureau's Utilization Management Vendor or the State MCOs, or checks the prior authorization system, to verify that the prior authorization number is on file. If a prior authorization number is not on file, we work in conjunction with the UMV or MCO to complete the process for prior authorization using our state-approved form. With the addition of the Jobs and Hope Program in the new contract, the team will contact the Office of Drug Control Policy/Bureau for Behavioral Health, as needed, to assure that member services meet the requirements for prior authorization.

#### 4.2.1.17 Notifying Providers of Expiring Credentials

*The Vendor should describe their plan/process to notify providers of expiring credentials, the renewal process and consequences of not recertifying by due date.*

LogistiCare diligently monitors ongoing compliance with credentialing requirements, such as training and insurance dates. We generate reports from our system that validate multiple aspects of compliance and facilitate communication of impending deadlines. For example, LogistiCare's Compliance Manager runs the Expired Driver License Report to identify drivers with upcoming license expirations. As a courtesy, we send reminder letters to transportation providers who have drivers at risk of lapsing. In addition, our transportation platform triggers reminders to NEMT Providers when credentials are at risk of expiring. Reminders are sent

at intervals of 60 and 30 days prior to expiration. Additionally, at 30 days, if a transportation provider has not responded, the platform creates a task for our management team to follow-up directly with the NEMT Provider.

Our transportation platform will not allow NEMT Providers to be certified as “credentialed” if they allow a document to expire. If updated documents are not received prior to the expiration date, the NEMT Provider is automatically deactivated in the platform and will not be able to log into the system to receive trips. Trips previously scheduled must be reassigned to a compliant Provider.

Providers who allow drivers to exceed expiration on motor vehicle operator requirements will be placed on a Corrective Action Plan (CAP) and may be terminated if unable to meet the CAP conditions. Built in safeguards recognize any trip assigned to a non-credentialed driver and prevent it from being processed for payment.

#### 4.2.1.18 Handling Requests that are Out of the Members’ Area

*The vendor should describe their plan/process for handling requests that are out of the members area, such as out-of-network/out-of-state services, how the service distance will be measured, and their plan/process for verification of the prior authorization of the Out-of-Network service by the Bureau's Utilization Management Vendor, Fiscal Agent, and/or MCO.*

Understanding that health related treatments sometimes require travel outside of the member’s area, we have implemented a formal prior authorization process to verify out of area trips meet the Bureau’s criteria for NEMT and are medically necessary. We currently use this process to coordinate nearly 44,765 annual trips to facilities in adjacent states, such as the Marietta Memorial Hospital in Ohio and the Pikeville Medical Center in Kentucky.

##### Measure Service Distance

When requests for transportation out of the member’s area occur, we rely on geo-coding to automatically calculate trip mileage based on the latitude and longitude of the member’s pickup and drop-off locations. Before approving reservations that are more than 125 miles from the member’s permanent address (in state) or over 30 miles outside of the state’s border, our Utilization Review team reviews information in the Bureau's Utilization Management Contractor (UMC), Fiscal Agent, and/or MCO’s database or contacts the Bureau's UMC, Fiscal Agent, and/or MCO’s designated representative to verify that a prior authorization is on file.

##### Process for Verification of Prior Authorization UMC

When a request is made for out of network service or out of state transportation that requires a prior authorization number by the Bureau's UMC, Fiscal Agent, and/or MCO, we take the following actions:

- The CSR accepting the request enters the trip information into the transportation management platform and flags the trip for exception to prevent assignment. The CSR then informs the requestor that a prior authorization number must be obtained and on file with LogistiCare before assigning the requested reservation to the utilization review queue.
- A Utilization Review (UR) Specialist reviews the trips listed in the queue and researches the West Virginia MMIS to see if a prior authorization is already on file for the Medicaid member. If a prior authorization is on file, the UR Specialist documents the number and service dates in the

transportation management platform and removes the exception from the request to allow trip dispatch and assignment.


- If a prior authorization number is not on file, the UR Specialist contacts the Bureau's UMC, Fiscal Agent, and/or MCO to collect information regarding the prior authorization. If the Bureau's UMC, Fiscal Agent, and/or MCO has not requested a prior authorization, the UR Specialist educates the designated representative on the requirement and informs the representative that transportation cannot be arranged until a prior authorization number is received. The UR Specialist denies the transportation request in the transportation management platform, noting the reason for the denial, and contacts the requestor to discuss the denial.

If a member is eligible for NEMT services, but does not require exceptional travel, our Utilization Review team will direct the member to find a local medical provider with new patient availability.

#### 4.2.1.19 Identifying Possible Fraud, Waste, and/or Abuse

*The Vendor should describe their plan/process for identifying possible fraud, waste, and/or abuse of the NEMT payments including, but not limited to: pick-up location verification, medical provider verification and repayments. This should include description on how trips are verified and the process for member and/or provider repayment.*

Detecting, correcting, and preventing fraud, waste and abuse are central to LogistiCare's program management. Our approach includes extensive training, front-end processes, and technology with internal safeguards. We will continue to create customized solutions for West Virginia's population in compliance with the Bureau's policies and guidelines.



### Fraud And Abuse Prevention Measures

- Standing Order Recertification
- Ineligible Rider review
- Level of Needs Verification for modes higher than public transit for qualified members
- Verification of all Same Day and Next Day Requests
- Claim Verification Process
- OIG Program Exclusion Website
- Field Monitoring
- Investigations of all reports of "did not attend appointment" and "no longer attends"
- Consistent stakeholder education

**Figure 4.2.1.19-1: LogistiCare uses several methods to identify instances of fraud, waste, and abuse, and reports these instances to clients for investigation and resolution. Many of these practices have been implemented by our staff in West Virginia.**

Listed below are some of the safeguards and screenings we use to guard against fraud, waste, and abuse in West Virginia, and for our clients across the country:

- ▶ **Our standard gatekeeping process includes preventive fraud, waste, and abuse measures.** At the time of trip reservation, we verify the member is eligible to receive NEMT services, and that the service requested is covered by the health care plan. Trips are only assigned after confirming this information. When a trip is assigned, we provide a trip number that must be used for claims as well as the pickup and drop off address, which NEMT Providers are not allowed to change. If the member is using a private vehicle for the trip, CSRs provide an estimation of the reimbursement amount and send the member a reimbursement log that must be signed by a medical provider at the time of their appointment.
- ▶ **Processes to make certain NEMT Providers are only paid for legitimate transportation continue on the backend.** Our Utilization Review Specialist performs a deep analysis of data to identify outliers

that require us to modify procedures on the front end. For instance, mileage for all trips is calculated at the time of scheduling. In cases that excessive mileage is claimed by a provider, including a volunteer or member using gas reimbursement, we reject the claim and require an adjustment. After a trip is completed, NEMT Providers must submit a claim to receive payment. Quality reviews that generate suspicion are cause for pending a trip or payment. Within our operations center, the Utilization Review Specialist focuses on issues such as:

- Random trips with excessive miles for routine covered services
  - Additional level of review of higher level of service trips
  - High frequency of trips by specific members and for routine treatment types (e.g., lab work) requiring review
  - Low cancellation rates by specific NEMT Providers when compared to the NEMT Provider network average cancellation rate
  - Medical facilities that provide non-life sustaining treatment with very high levels of trip completion
- ▶ **Our Appointment Verification Specialists contact healthcare providers to verify member covered medical appointments.** Through this process, healthcare providers submit attendance verification via fax or our facility services portal (TripCare). By examining comparative data, and conducting random phone audits and field visits, LogistiCare has developed highly effective safeguards against fraudulent billing.
  - ▶ **We perform monthly audits of standing order trips.** Based on facility feedback (attendance verification) we cross-reference trips assigned and paid to NEMT Providers with the reported attendance. By comparing these reports against NEMT Providers' billing, we can identify attempts to bill for trips that did not occur or members who did not attend appointments. If transportation providers have already been paid for trips, the money is recouped.
  - ▶ **We analyze reports for fraud management purposes to help identify exceptions or trends that may result in fraud, waste, abuse, and misuse.** For suspected activities, we conduct inquiries or open investigations as appropriate.
  - ▶ **We train (and continue training) our employees on the latest fraud, waste, abuse, and misuse procedures based on industry and internal best practices.**
  - ▶ **Pre-hire, contracting, and monthly exclusion and sanctions list screenings are required for all LogistiCare employees and NEMT Provider entities, owners, and drivers.**

Through our experience and ongoing partnership with the Bureau, we will collaborate and share ideas on regular reviews and audits. Please refer to Section VIII of our proposal for additional information on our approach to fraud, waste, abuse, and misuse including our comprehensive Compliance Program.

#### 4.2.1.20 Establishing an Advisory Committee

*The Vendor should describe their plan to establish an advisory committee comprised of NEMT stakeholders as approved by BMS, to include, but not limited to: members, healthcare providers, NEMT providers, and at large community members for the purpose of maintaining relationships and identifying program improvements and shortcomings.*

LogistiCare works diligently to establish relationships with program stakeholders in West Virginia. Under the new contract, LogistiCare will establish an Advisory Committee in West Virginia to be comprised of NEMT stakeholders as approved by the Bureau including, but not limited to, members, healthcare providers, NEMT Providers, at large community members, and our local management staff. We are experienced with



developing Advisory Committees, and we will leverage the successes and lessons learned from other committees we have established across the country. The Committee will be established for the purpose of maintaining relationships and identifying program improvements and shortcomings. The relationships cultivated through Advisory Committee meetings will enable us to better understand stakeholder perspectives, quickly respond to their needs, and identify emerging trends.

LogistiCare will hold Regional Advisory Committee meetings at locations across the state, taking the feedback collected back to our operations center for analysis to make program adjustments as needed. Meetings will be open to the public and communicated via our public website, through emails to facilities and providers, and during site visits.

#### 4.2.1.21 Monthly Report of Previous Month's Trips

*The vendor should describe their plan to provide a monthly report of the previous month's transportation trips that include, but not limited to: Medicaid recipient ID, date of service, servicing medical provider, and other data elements as determined by the Bureau.*

LogistiCare's transportation management platform is designed to capture, retain, and report data related to NEMT Brokerage services, including information about Medicaid members and their NEMT utilization. Our platform extracts trip data stored in members' profiles and aggregates the data to create the monthly report of the previous month's transportation trips. We will review the report for accuracy and completeness before submission to the Bureau on or before the 15th day of the following month. At a minimum, the report will include the following data:

- Member Medicaid ID number
- Date of service
- Medical Provider
- Other data elements determined by the Bureau

#### 4.2.1.22 Monthly Monitoring Report of Medication Assisted Treatment Trips

*The vendor should describe how they plan to develop a monitoring report that shows increases or decreases in monthly transportation trips for those receiving services for Medication Assisted Treatment (including methadone and buprenorphine). At a minimum this report should include information that shows increases or decreases in NEMT utilization for MAT.*

In 2019, LogistiCare's West Virginia operations managed 715,393 trips for members receiving Medication Assisted Treatment (Substance Abuse and Drug Abuse Rehab trips). This treatment type was the number one trip destination, totaling more than one-third of all trips provided for the statewide NEMT program.

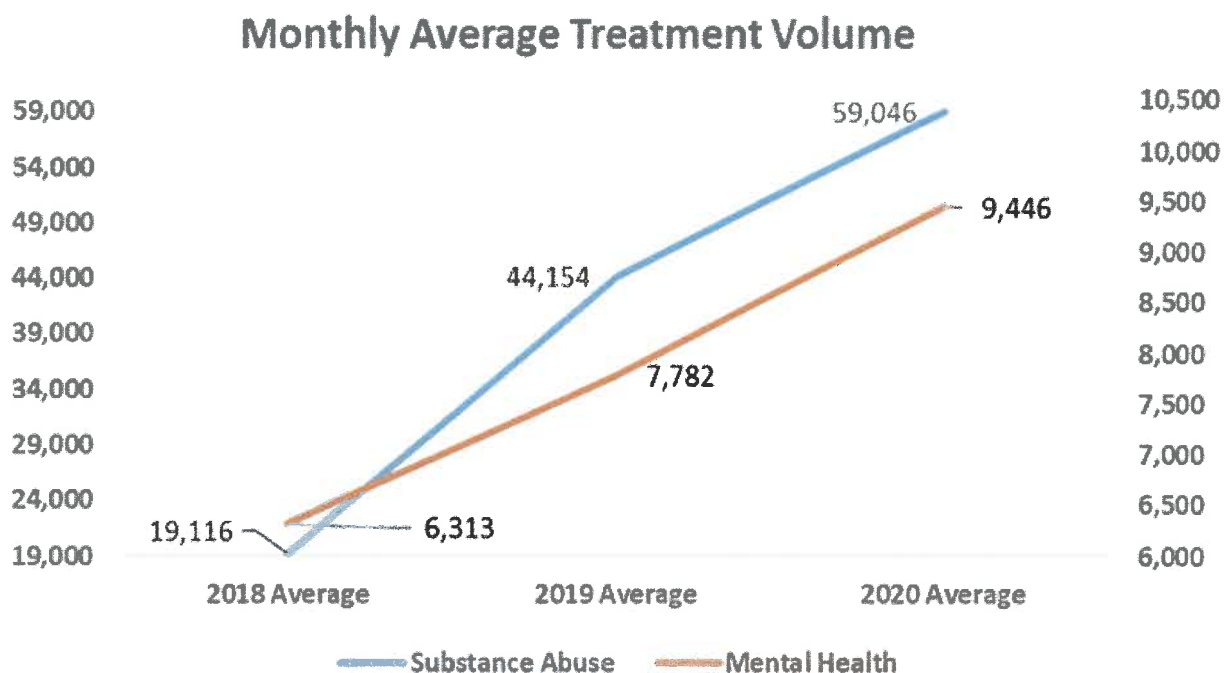
COVERED SERVICE (TREATMENT TYPES)		
Treatment Destinations (Top 5)	Total # of Trips	% of Total Trips
Substance Abuse	596,539	28.3%
Physician Services	308,431	14.7%
Drug Abuse Rehab	118,854	5.6%
Dialysis	107,484	5.1%
Psychiatric Services	102,580	4.9%



Since assuming management of the NEMT program in 2018, we have been carefully analyzing the utilization trends and the significant transportation costs attributed to MAT. We recognized quickly that special parameters needed to be put into place to drive down costs and mitigate fraudulent and abusive practices – such as excessive travel to methadone and buprenorphine treatment centers when closer centers were able to provide the same service. In response to this, West Virginia’s operations team collaborated with the Bureau to develop a specific set of criteria and expectations for the MAT population, and implemented cost-saving transportation options, including public transit and gas mileage reimbursement, while effectively and reliably managing the growing trip volume. We reported utilization information and the results of our solution-based efforts to the Bureau monthly. This resulted in an increased sense of trust and transparency between LogistiCare and the Bureau that is evident based on the support we receive from the Bureau in managing these trips.

#### Trends in MAT Utilization

Since LogistiCare began operations, the number of trips provided for medication assisted treatment (MAT) has steadily increased by 9.7 percent per month, or 209 percent year-over-year. As of January 2020, our team coordinates 59,046 monthly trips for members that receive medication assisted treatment.



**Figure 4.2.1.22-1: Over the past 18 months, transportation for MAT has increased by more than 200%.**

During this time, the number of unique riders for MAT has increased 61.4 percent from 1,951 to 3,148 since January 2019, and the average monthly trips per unique rider has increased from 12.9 in 2018 to 18.9 in 2020, which represents a 47.0 percent increase. In response to this unanticipated increase, we have augmented our network and expanded the use of cost-efficient transportation modes to meet transportation demand.

## MAT Monthly Reporting

The stated statistics demonstrate a considerable increase in NEMT utilization for members with substance use disorders (West Virginia averaged 19,116 trips in September 2018) and represent a significant need for consistent monitoring and reporting to the Bureau. Our internal team currently monitors this progression by tracking and analyzing trip data, including the trip reason and member destination, within our system.

When scheduling trips, we use system codes to indicate the member's treatment type to simplify report production. For instance, in West Virginia, medication assisted treatment trips are coded as 'Substance Abuse' or 'Drug Abuse Rehab'. In the new contract term, our Business/Data Analyst will use this code to compile a monthly MAT monitoring report that shows the number of trips and the number of unique riders that utilized the service for MAT; completed trips by mode of transport; completed trips by medical facility; unique riders; and, trip utilization by month for the entire fiscal year. We will also establish a report to show quarterly and annual increases or decreases in NEMT utilization for MAT. During the monthly administrative meetings, our Project Manager will review the MAT monitoring report with BMS and lead in-depth discussions regarding the actions we take to mitigate the fraud, waste, abuse, and misuse commonly associated with MAT trips.

## Anti-FWAM Practices

Our team is skilled in verifying MAT attendance and reviewing excessive mileage reimbursement trips to treatment centers to identify suspected instances of FWAM. In the new contract term, we will continue to closely monitor the treatment centers that are licensed to administer methadone, including the seven Comprehensive Treatment Centers (CTC's) below:

- Wheeling CTC
- Charleston CTC
- Williamson CTC
- Huntington CTC
- Parkersburg CTC
- Beckley CTC
- Clarksburg CTC

These centers are the drivers of increased utilization in the state of West Virginia.

Following award of the contract, we will work with the Bureau to develop a more robust plan for monitoring and reporting monthly transportation trips for members receiving services for Medication Assisted Treatment (including methadone and buprenorphine).

### 4.2.1.23 Informing BMS when Providers Are Not Compliant with Verification

*The vendor should describe how they will inform BMS when providers are not compliant with verification that the member is being transported to a medically necessary service.*

When a provider is not compliant with medical necessity verification processes, we will escalate the issue to BMS. The escalation process will involve written contact to inform the BMS Program Manager of non-compliance, generally via email. Our correspondence will detail the members impacted, the

name of the facility that is non-compliant with verification, point of contact information for the facility, a summary of our actions, and a request for further assistance from the DHHR-BMS as required. We will work with BMS to modify this process as needed.

## Jobs and Hope Statewide Transportation Program (STP)

### 4.2.1.24 Engagement Process with the Jobs and Hope Program

*The vendor should develop and submit a plan on their engagement process with the Jobs and Hope program transition agents, whom will be responsible for booking non-medical travel with the NEMT broker. Note: Members dually enrolled in both Medicaid and the Jobs and Hope program will utilize the vendor's services. Medicaid NEMT travel will be arranged directly with the member. Any travel under the Jobs and Hope program must be arranged through the Jobs and Hope transition agent.*

LogistiCare is the current vendor charged with supporting the Jobs and Hope Program in West Virginia by providing transportation for eligible participants through our transportation management platform. Our initial implementation for the Jobs and Hope Program was seamless and services began in January 2020. Utilization of the program has been consistently increasing and our rider feedback to date has averaged 5 out of 5 stars. This established partnership provides us with a good understanding of the program, transition agents' responsibility for booking non-medical travel, and transition agents' educational needs.

To prepare for additional engagement with the Jobs and Hope Program, our local West Virginia operations team will leverage the knowledge and experience of personnel who are currently involved with trip routing through our platform. Our Charleston outreach team has been involved since the initial planning discussions and will leverage this knowledge and existing educational resources to establish and maintain an effective orientation and training process. Our engagement plan includes providing comprehensive in-person and web-based instruction for Jobs and Hope Program transition agents. In addition, we will provide written and online materials as a resource. For ongoing assistance, transition agents will be able to contact LogistiCare via telephone, web-based methods, and email.

### 4.2.1.25 Strategic Plan for a Ride Sharing Solution

*The Vendor should develop and submit a strategic plan for how the vendor will design, develop, and implement a ride sharing solution.*

The Jobs and Hope program is an ambitious venture aimed at helping West Virginians with substance use disorders broaden their career skills and forge a better life path. With the importance of this program and the originality of the service in the state, it is important for the selected broker to have a solid solution and proven experience navigating potential challenges. LogistiCare is the only broker positioned to deliver this level of support to ODCP/BBH. Leveraging our experience and understanding of the Jobs and Hope program, we are uniquely positioned to continue services using our established ride sharing partner starting on day one of the new contract term.

We have demonstrated our ability to partner with the state to ensure this program is a statewide success. In January of 2020, we worked with Governor Jim Justice's team to launch our transportation portal - which connects program participants with Lyft drivers. In addition, we manually entered eligibility information for all Jobs and Hope members; customized our system to accept ride requests for approved Jobs and Hope related appointments at over 240 facilities throughout the state; and entered the state's rules into the system to restrict unapproved travel. With this information entered upfront, we have been able to streamline the trip planning process and instantly dispatch Lyft drivers for authorized trips.

Upon re-award of the statewide transportation program, we will work with the state to explore innovations and efficiencies; enter any new eligibility data provided by ODCP/BBH; and, make the necessary adjustments to our system to reflect changes to the current contractual terms.

## Design, Develop, and Implement a Ride Sharing Solution

LogistiCare currently uses the services of our national partner, Lyft, to transport members participating in the Jobs and Hope program. Lyft's application seamlessly integrates with our transportation management platform, making it simple for transition agents to book non-medical travel on behalf of participating members. The following screenshots summarize the steps we have taken to design, develop, and implement a user-friendly solution that meets the needs of ODCP/BBH.

First, we entered transition agents into our system as authorized users and designated the level of access for each agent.

**Add New User** ✕

**CONTACT INFORMATION** ☒ Active User

\* First Name MI - Optional \* Last Name

First Name MI Last Name

\* Email Telephone Number - Optional Ext. - Optional

Email Telephone Number Ext.

**USER ACCESS AND PERMISSIONS**

☐ Administration Portal ☐ Analytics ☐ Invoicing ☐ Utilization Override Permission

Read/Write ▼

**NOTIFICATION SETTINGS**

☐ Ride and rider alerts

SAVE USER

Figure 4.2.1.25-1: Administration Portal - Authorized user setup.



Next, we entered the types of appointments allowable by the Jobs and Hope program and the participating facilities to limit authorizations to covered services and locations.

**Administration Portal**

Users | Billing | **Appointment Types** | Locations | Riders | Organization

Filter by description ☐ Active ☐ Inactive

**Appointment Types (39)** [Edit](#)

Active	Description
<input checked="" type="checkbox"/>	Alcoholics Anonymous Meetings
<input checked="" type="checkbox"/>	Childcare Centers
<input checked="" type="checkbox"/>	Childcare Resource & Referral Offices
<input checked="" type="checkbox"/>	Community & Technical Education Centers
<input checked="" type="checkbox"/>	Counselor
<input checked="" type="checkbox"/>	County DHHR Offices
<input checked="" type="checkbox"/>	Court Ordered Exams or Appointments

Figure 4.2.1.25-2: Administration Portal - Appointment Types covered by the Jobs and Hope Program.

**Administration Portal**

Users | Billing | Appointment Types | **Locations** | Riders | Organization

Organization Locations | Rider Locations

Filter by name or address ☐ Active ☐ Inactive

**Organization Locations (242)** [Edit](#)

Active	Type	Name	Address	Apt/Suite/Building	City	County	State	Zip Code
<input checked="" type="checkbox"/>	Non-Medical	A New Beginning	4670 Greenspring Valley Road	N/A	Green Spring	N/A	WV	26722
<input checked="" type="checkbox"/>	Non-Medical	A New Thing Inc.	2475 3rd Ave	N/A	Huntington	N/A	WV	25703
<input checked="" type="checkbox"/>	Non-Medical	AHF- Armstrong Hardwood Flooring	259 Armstrong Dr	N/A	Beverly	Randolph County	WV	26253
<input checked="" type="checkbox"/>	Non-Medical	Adult Education Office	90 Spring Run Rd	N/A	Arnoldsburg	N/A	WV	25234
<input checked="" type="checkbox"/>	Non-Medical	Adult Education Office	134 S Penn Ave	N/A	Harrisville	N/A	WV	26362
<input checked="" type="checkbox"/>	Non-Medical	Adult Education Office	912 Market St	N/A	Parkersburg	N/A	WV	26101

Figure 4.2.1.25-3: Administration Portal - Authorized Locations.

We entered controls based on our contract terms to prevent the system from automatically authorizing trips over the state-approved cost and/or distance. Trips that exceed the threshold require additional research and approval. We also limited transportation to our national partner, Lyft.

The screenshot displays the 'Administration Portal' interface. On the left is a vertical sidebar with icons for 'All Rides', 'Analytics', 'Admin', 'Invoice', and 'My Files'. The main content area is titled 'Administration Portal' and features a horizontal navigation bar with tabs for 'Users', 'Billing', 'Appointment Types', 'Locations', 'Riders', and 'Organization'. The 'Organization' tab is active, showing 'West Virginia HHR Settings'. A green 'Save' button with a lock icon is in the top right. The settings include a toggle for 'Require 'Utilization Override Permission' to action the following alerts: Mileage Exceeded Warning, Price Warning, and Rider Inactive.' Below this are four input fields: 'Ride price warning' (set to \$ 100), 'Ride price ceiling' (set to Not set), 'Ride distance warning (mi)' (set to 100), and 'Ride distance ceiling (mi)' (set to Not set). Each field has a descriptive text block below it explaining the alert or limit.

Figure 4.2.1.25 -4: Administration Portal – set controls for trip warnings and exceptions.

This screenshot shows the 'Allowed vehicles' and 'Allowed Additional Modes of Transportation' settings in the 'Administration Portal'. The sidebar on the left is the same as in the previous figure. The 'Allowed vehicles' section has a dropdown menu currently set to 'Lyft', with a right-pointing arrow. Below it is the text 'Available vehicle options when booking a trip.' The 'Allowed Additional Modes of Transportation' section has a dropdown menu set to 'None', also with a right-pointing arrow. At the bottom, there is a toggle switch labeled 'Require Rider Outpatient Signature' which is currently turned off.

Figure 4.2.1.25 - 5: Administration Portal - designated allowed vehicles.

Finally, we entered information for all of the eligible riders and activated the booking feature.

**Basic Information**

Additional Locations  
Care Contacts  
Booking Information  
General Rider Notes

**BASIC INFORMATION**

Name  
Count Von Count

Date of Birth  
None

Home Address  
449 Maryland Ave, Charleston, WV 25302

Primary Phone (Preferred contact)  
(555) 555-5555

Alternate Phone  
None

Email  
None

Receives Notifications  
Booking | Cancellation | Car Dispatched | Complete | Day Before | Initiation Code

Rider ID #  
None

Language Preference  
English

Figure 4.2.1.25 - 6: Administration Portal - Rider Info.

**Count Von Count**  
Rider ID # N/A  
Rider Consent

(555) 555-5555  
N/A  
N/A  
Jobs and Hope Program - Training  
West Virginia HHR - Training

\$ 0.00  
Total Rides Cost  
Year to date

\$ 0.00 per ride  
Average Ride Cost  
Year to date

-- mi. per ride  
Average Ride Distance  
Year to date

0 Completed Rides  
5 Scheduled Rides  
0 Incomplete Rides  
2 Canceled Rides

**Rides**

Scheduled Rides (5) Past Rides (2)

0 5 0 Select a recurring trip

Status	Ride Date	Ride Type	Rider Name	Depart	Distance/Duration	Arrive	Cost	Actions
Scheduled	01/29/2020 Wednesday	Car/SUV	Count Von Count	11:10 AM EST	1.75 mi.   5 min.	11:45 AM EST	\$7.00 - \$9.00	
Scheduled	01/31/2020 Friday	Car/SUV	Count Von Count	11:10 AM EST	1.75 mi.   5 min.	11:45 AM EST	\$7.00 - \$9.00	

Figure 4.2.1.25 - 7: Rider Profile with booking feature and scheduled rides.

Because our integrated platform has already been designed and developed to meet the needs of the Jobs and Hope program and Lyft's services have been successfully deployed throughout West Virginia, our strategic plan focuses on: modifying our solution to meet any contract changes; engaging with Jobs and Hope

Program transition agents; developing written and online materials; and, entering any new data regarding member eligibility, covered appointment types, and facilities approved for services.

Details of our plan to implement all contract requirements before the contract's go live date are provided in the following section.

#### 4.2.1.26 Implementing All Contract Requirements by the "Go Live" Date

*The Vendor should implement all contract requirements by the "go live" date of the contract.*

Our goal is to safeguard that there is no disruption of transportation service for West Virginia members enrolled in the Jobs and Hope program and that the implementation of new program requirements and services are seamless. While we have an experienced management team currently in place in West Virginia, LogistiCare will also assign an Implementation Project Manager, Ann Bourne. Ms. Bourne's role will include the implementation of the Jobs and Hope Program along with any other new program requirements.

Our Implementation Assistant Project Manager, Crystal Richardson, will oversee daily operations and assist Ms. Bourne with implementation and readiness review activities for new program requirements including those required under the Office of Drug Control Policy (ODCP) and the Bureau for Behavioral Health (BBH) for the Statewide Transportation Program (STP).

Ms. Bourne will be the single point of contact throughout the implementation phase until go-live. After the successful readiness review and go live, Ms. Richardson will assume full responsibility of the STP. In our experience, this approach makes certain that both the current and future project have adequate oversight while still leveraging our current relationships and program knowledge for a flawless implementation. Ms. Bourne and Ms. Richardson will work together throughout the project and during post go-live. When all parties are comfortable with daily operations, Ms. Richardson will assume the role of single point of contact for the ODCP and BBH.

Prior to the commencement of the Implementation, Ms. Bourne, will schedule internal planning meetings with each LogistiCare department involved, plus an internal initial project kick-off meeting to review the Implementation Project Plan, schedule, and tasks with a team of defined resources.

#### Project Kick-Off

LogistiCare will conduct an on-site project kick-off meeting with the team from the ODCP and BBH. This event will give all organizations an opportunity to get to know their counterparts and build the relationships necessary to establish and maintain a successful partnership. LogistiCare's Executive Vice President of Contracts and Pricing, Chris Echols, will serve as our Implementation Executive Sponsor for the project and we ask that the ODCP and the BBH also identify Executive Sponsors for the project to provide oversight and as a point of escalation for any issues that could influence the go-live timeline or any other item that could potentially threaten the success of the project. We also ask that the ODCP and the BBH identify Project Managers for the implementation who will act as liaisons to Ms. Bourne and be responsible for delivering on tasks, action items, achieving milestones and moving the plan forward. During the kick-off meeting, we will review the project plan in detail and discuss the contract schedule, key deliverables, or any items specific to the STP identified in the contracting process. It is our preference to conduct this meeting on-site and we will work together to make sure the proper representatives can participate.



### Recurring Implementation Meetings

Weekly implementation team meetings will also be scheduled and facilitated by Ms. Bourne who will review the Implementation Plan Schedule, the key deliverables, associated due dates and progression throughout the project. The team will discuss the details, responsibilities, and establish a list of needs/questions. Ms. Bourne will track the percent complete for each task and follow up with the assigned individual as needed. She will also track any outstanding issues and questions and update the team weekly or as needed throughout the implementation phase. We execute successful project implementations by confirming a complete understanding of the Statement of Work, contract requirements and key stakeholder expectations.

### Ability to Exceed Expectations

As the incumbent broker in West Virginia for both the NEMT and STP programs, LogistiCare is uniquely positioned to provide seamless services for the ODCP and BBH and Jobs and Hope program members throughout the state. Other brokers will face a significant burden as they seek greater understanding of the program and undergo the lengthy implementation period for technology design and implementation, provider network development, client and facility outreach, and the steep learning curve for employees that is required when setting up the new NEMT operations. In contrast, we are proposing to use our existing location in Charleston, West Virginia to accommodate the needs of this program. With our established staff, customer service center, and infrastructure, we are the only broker that offers a no-risk implementation because we can easily scale our current operations from the first day of contract award.



LogistiCare has provided transportation to numerous members that attend the Developmental Center and Workshop, Inc. They have been an asset to our members by helping them overcome transportation issues that they face daily. LogistiCare has assisted members with different issues such as gas mileage reimbursement and fixed bus routes. They have provided dependable transportation that allows the individuals to be able to maintain employment opportunities and meet their daily living needs. We have not had any issues with LogistiCare and have been happy with their service. We hope to continue to work with the agency for the benefit of the members we serve.

**TONY FRANCIS**

Executive Director of Developmental Center & Workshop, Inc

#### 4.2.1.27 Experience Operating Statewide Transportation Services Programs

*The Vendor should provide documentation of their experience within the last five (5) years' operating a statewide Transportation Services program(s).*

Our experience in the transportation industry dates back to 1986 when we began developing data and technology solutions for ambulance vehicles. Seeing the challenges customers faced in controlling program costs as well as coordinating and monitoring transportation, in 1991 we broadened our scope to include NEMT consulting and by 1996, NEMT became our primary focus. Since first working in Georgia and Connecticut more than 20 years ago, we have grown our business significantly - delivering quality service to nearly 24 million eligible members nationwide and maintaining a contract retention rate of 97.5 percent. We manage more than 300 customized NEMT programs in 50 states and the District of Columbia. In 2019, we provided nearly 61 million trips across the United States.

Our state Medicaid growth over the last 20 years has been organic—not achieved through mergers or acquisitions. We are the largest and most trusted broker in the industry by State Medicaid agencies, as



evidenced through our 15 state-based contracts, eight of which are statewide. We currently provide NEMT services to the following state-based Medicaid Programs.

- Delaware
- Florida
- Georgia
- Maine
- Michigan
- Missouri
- New Jersey
- New York
- Oklahoma
- Pennsylvania
- South Carolina
- Texas
- Utah
- Virginia
- West Virginia

The following table presents our experience operating Medicaid NEMT service programs within the last five years.

#### MEDICAID NEMT PROGRAMS OPERATED WITHIN THE LAST FIVE YEARS

##### DELAWARE

Service Area	Statewide
Members	>199,000
Annual Trips	>1.6 million
Annual Calls	>200,000 annually
Original Contract Start	2002
Current Contract	2019 - 2021
Population Served	Medicaid

##### FLORIDA

Service Area	26 Counties
Members	>46,000
Annual Trips	>324,000
Annual Calls	>104,000 annually
Original Contract Start	2015
Current Contract	2016 - 2020
Population Served	Medicaid

##### GEORGIA

Service Area	3 Regions (East, Central, Southwest)
Members	>813,000
Annual Trips	>2.8 million
Annual Calls	>840,000
Original Contract Start	1997
Current Contract	2012 -2020
Population Served	Medicaid

**MAINE**

Service Area	5 Regions
Members	>145,000
Annual Trips	>2.2 million
Annual Calls	>277,000
Original Contract Start	Region 8: 2013/Regions 1,2,6 & 7: 2014
Current Contract	2014 - 2020
Population Served	Medicaid

**MICHIGAN**

Service Area	3 Counties (Wayne, Oakland, Macomb)
Members	>940,000
Annual Trips	>930,000
Annual Calls	>225,000
Original Contract Start	2010
Current Contract	2019 - 2023
Population Served	Medicaid

**MISSOURI**

Service Area	Statewide
Members	>540,000
Annual Trips	>1.6 million
Annual Calls	>696,000
Original Contract Start	2005
Current Contract	2016-2021
Population Served	Medicaid

**NEW JERSEY**

Service Area	Statewide
Members	>1.6 million
Annual Trips	>7.5 million
Annual Calls	>2.3 million
Original Contract Start	2009
Current Contract	2017-2022
Population Served	Medicaid

**NEW YORK**

Service Area	1 Region
Members	>560,000
Annual Trips	>2.0 million
Annual Calls	>467,000

Original Contract Start	2015
Current Contract	2015-2020
Population Served	Medicaid

**OKLAHOMA**

Service Area	Statewide
Members	>741,000
Annual Trips	>1.7 million
Annual Calls	>385,000
Original Contract Start	2003
Current Contract	2018-2020
Population Served	Medicaid

**PENNSYLVANIA**

Service Area	Philadelphia County
Members	>614,000
Annual Trips	>4.9 million
Annual Calls	>695,000
Original Contract Start	2006
Current Contract	2017-2022
Population Served	Medicaid

**SOUTH CAROLINA**

Service Area	Statewide
Members	>1.5 million
Annual Trips	>2.8 million
Annual Calls	>1.0 million
Original Contract Start	2007
Current Contract	2016 – Evergreen (emergency contract)
Population Served	Medicaid

**TEXAS**

Service Area	SDA1, 5 MTO Regions 1, 7, 8, 10 and 11
Members	>2.1 Million
Annual Trips	>2.3 million
Annual Calls	>1.0 million
Original Contract Start	SDA1 – 2012; Regions 7 and 11 – 2014; Region 8 – 2015; Regions 1 and 10 - 2017
Current Contract	Through 2020
Population Served	Medicaid

**UTAH**

Service Area	Statewide
Members	>239,000
Annual Trips	>87,000
Annual Calls	>42,000
Original Contract Start	2014
Current Contract	2017-2022
Population Served	Medicaid

**VIRGINIA**

Service Area	Statewide
Members	>286,000
Annual Trips	>4.1 million
Annual Calls	>531,000
Original Contract Start	2001
Current Contract	2018-2021
Population Served	Medicaid

**WEST VIRGINIA**

Service Area	Statewide
Members	> 470,000
Annual Trips	> 2.1 Million
Annual Calls	> 718,400
Original Contract Start	September 1, 2018
Current Contract	2019-2020
Population Served	Medicaid

While all of these programs enable us to demonstrate our experience operating full brokerage NEMT Services, nine (9) of LogistiCare's state-based programs have populations similar to, or greater than, that of the West Virginia statewide Medicaid program. Please refer to Section 4.3.1.1 for detailed information about our qualifications and experience, including the type of project, what the project goals and objectives were, and how LogistiCare met the goals and objectives.

#### 4.2.1.28 Providing Statewide Services in all Counties

*The vendor should provide a plan as to how they will provide statewide transportation services in all 55 counties of WV.*

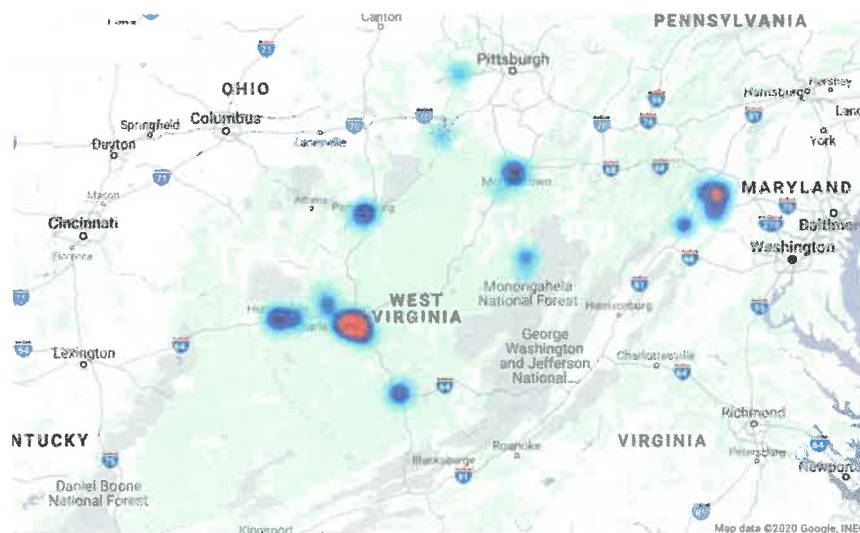
As the incumbent for West Virginia's NEMT program and the statewide Jobs and Hope program, LogistiCare already has a robust and adequate network to serve Medicaid members and program participants in all 55 counties of West Virginia. Our NEMT network includes qualified and credentialed ambulatory and enhanced vehicle Providers, taxis, transit agencies, independent drivers, and facilities with access to one or more multi-passenger vehicles. In 2019, this network successfully accommodated more than 2.1 million trips throughout the state, including West Virginia's most rural counties. In

addition, we use the services of our national partner, Lyft, to connect Jobs and Hope participants with beginning-to-end career and technical services, and other participating agencies. Since January of 2020, we have worked with the state to successfully launch the program and complete over 130 trips for eligible participants.

## Jobs and Hope Program

West Virginia has the highest overdose rate in the country. In the fourth quarter of 2019, Governor Jim Justice launched the 'Jobs & Hope West Virginia' program to support individuals recovering from substance use disorders. These men and women work with an assigned transition agent to overcome barriers that prevent the successful transition into society, including employment. Much like Medicaid members, a common barrier for many Jobs and Hope program participants is the absence of a driver's license or access to transportation. Although this program has experienced limited usage since its launch on January 29, 2020, we are confident this will change during the new contract term.

Currently, Lyft fulfills all Jobs and Hope trips, which are centered in the state's urban areas of Charleston, Morgantown, and Huntington. With the plans for increased program education and awareness, particularly after the resolution of the COVID-19 crisis, we expect rapid growth. This makes it critical for the selected broker to have immediate access to a variety of resources able to manage the program's on-demand trips.



**Figure 4.2.1.28-1: Heat map showing the current distribution of Jobs and Hope trips within the state of West Virginia. We anticipate significant growth with the new award.**

LogistiCare has a credentialed network in place that serves all 55 counties of West Virginia. If approved by ODCP/BBH, we will use our established network of 137 NEMT Providers with 579 vehicles, in addition to our national partner, Lyft, to meet increased trip demand. Additionally, we will implement alternative solutions, such as multi-passenger trips by organizations with access to vehicles and taxis, and cost-efficient strategies such as public transportation and gas mileage reimbursement for members' family and friends.

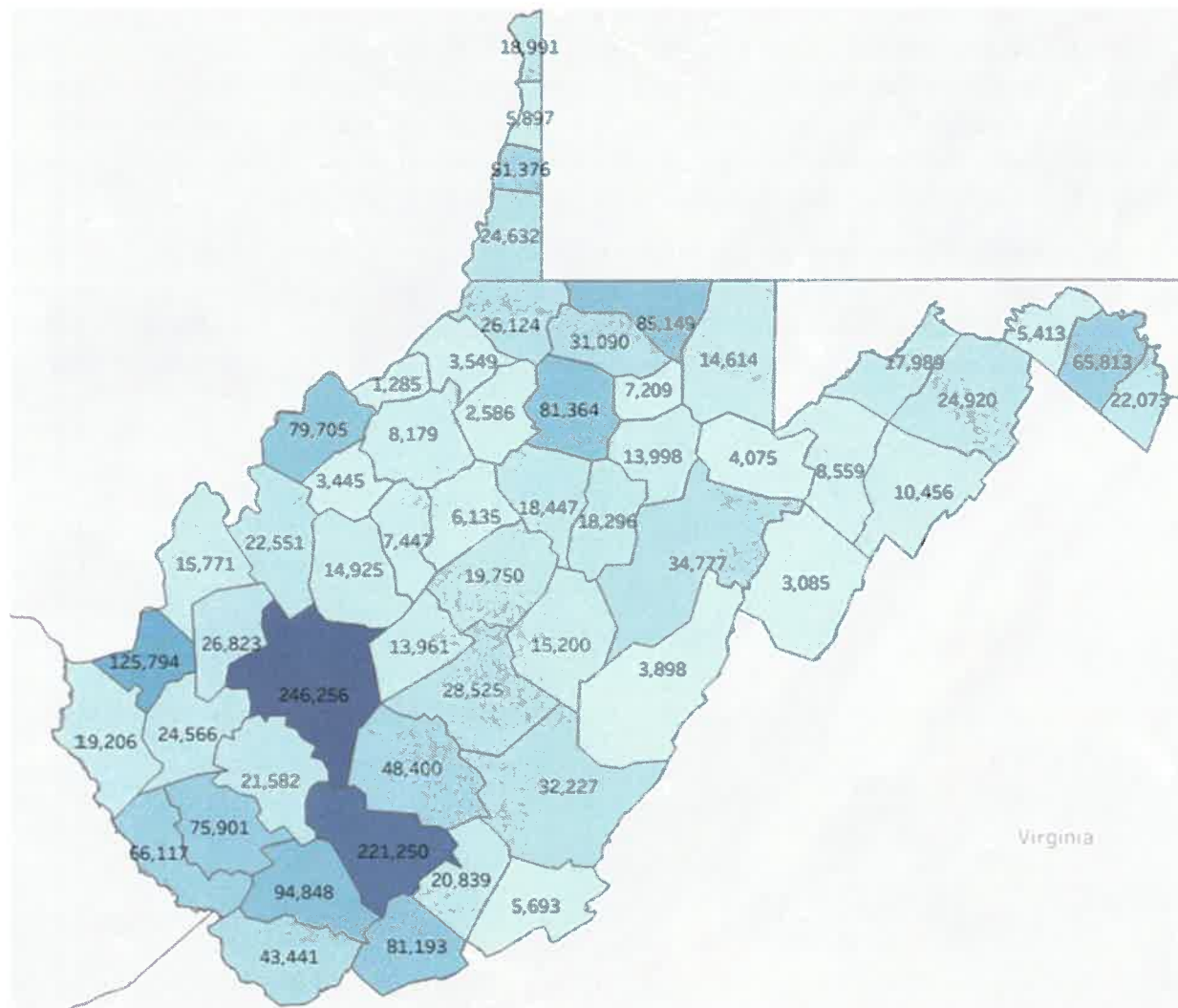
During the deployment of the program under the new contract, LogistiCare's Implementation Manager, Ann Bourne, will evaluate program utilization and lead efforts to connect with local NEMT Providers that have multi-load capacity and the ability to fulfill trips with short turnarounds in the geographic areas of service.



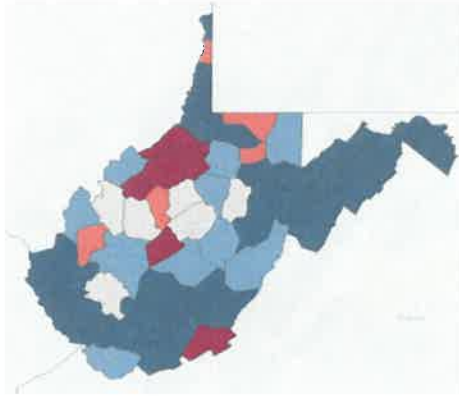
Our operations managers in West Virginia will frequently monitor network adequacy to ensure we have the proper resources in place to absorb additional Jobs and Hope trips, as needed.

## Network Adequacy

West Virginia's Network Manager and Provider Relations Manager will regularly review trip and capacity data, by county, to make certain our network is adequate as utilization and demand shift. If we need to add to our network, we will work with our existing NEMT Providers before seeking external resources.



**Figure 4.2.1.28-2:** With the reporting tool, we can monitor trip volume by county and compare it to our network capacity to make certain we have resources available to meet daily transportation demand.



Using our reporting tools, we are able to view where trips will occur for the day, week, month, or year, and compare this data to our capacity to identify where we may need additional coverage. With this knowledge, the Network Manager can develop a specific plan for each county, for each date of service.

**Figure 4.2.1.28-3:** We can monitor capacity in each county, by mode, to make certain we have adequate coverage for daily trips. The color-based graphic allows the Network Manager to quickly view where additional coverage is needed.

#### 4.2.1.29 Providing On-Demand Ride Response Services within 24 Hours

*The vendor should provide a plan as to how they will provide on-demand ride response services with responses occurring within a maximum of one 24-hour period.*

Transportation network companies and taxis have the fleet and capability to respond to requests within minutes. If permitted by the ODCP/BBH, we will continue to use the services of our national partner, Lyft, which can provide on-demand ride response services throughout the state. Requests initiated through our integrated transportation management platform can be dispatched to an available Lyft driver in the local geographic area within minutes.

If approved, we will also use our existing NEMT network to deliver on-demand ride response services within 24 hours, as needed. When establishing our primary network, we discussed the need for “on-demand” services with Providers that have access to basic and enhanced vehicles, widespread coverage of the state, and the ability to accept trips with little to no advanced notice. Through special arrangements with select NEMT Providers, on-demand vehicles are reserved in standby mode for designated periods of time or for specific locations for on-demand rides, will-call trips, trip recovery, and same day trips or those made within a 24-hour period. Taxis will also be used to transport members with on-demand trip requests if more cost-efficient solutions are not available.

#### 4.2.1.30 Providing On-time Rides

*The vendor should provide a plan as to how they will provide on-time rides by arriving at the time stated scheduled during booking.*

LogistiCare’s transportation management platform seamlessly integrates with Lyft’s booking tool, making it easy for authorized users to schedule rides directly through a centralized application. During the booking process, users can choose to schedule trips based on the time the member should arrive at their destination, or based on the time they should be picked up from their location. This scheduling window allows us to provide on-time rides and improve member timeliness.

The screenshot shows the LogistiCare booking interface. On the left is a sidebar with navigation icons for All Rides, Analytics, Admin, Invoice, and My Files. The main area is divided into two sections. The top section, 'Date and Time', includes a 'Depart at' field with a calendar for March 2020, showing dates from 1 to 31. The selected date is Friday, March 27, 2020, at 2:31 PM. Below the calendar is a 'BOOK NOW' button. The bottom section, 'Ride Information', is partially visible. The right section contains 'Booking Notes (0) - Optional' and 'General Rider Notes (0) - Optional'. Below these is a map of Charleston, West Virginia, showing a route from a pickup location (marked with a green dot) to a destination (marked with a red dot). The map includes labels for 'WEST SIDE', 'Central Ave', 'Hillsdale', 'Charleston', and 'CAMC General Hos'. A legend in the bottom right corner of the map indicates 'Map data ©2020 Terms of Use Report a map error'.

**Figure 4.2.1.30-1:** When booking a trip, LogistiCare can schedule the date and time that the rider should be picked up or the date and time the rider should arrive at their destination.

Once a trip is in route, we can use our real-time service monitoring to proactively identify service delays or other trip issues.

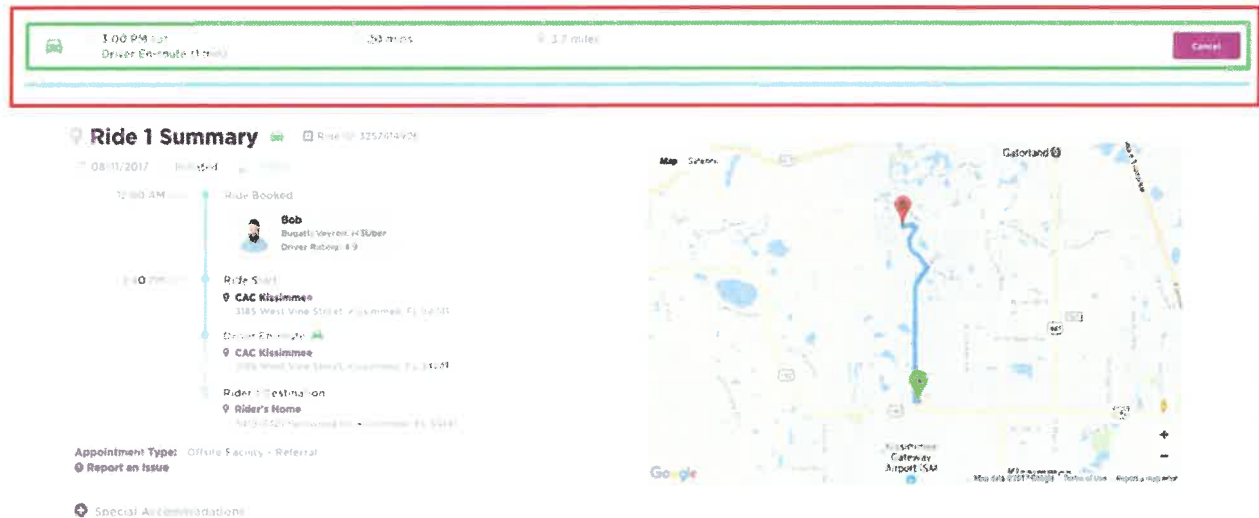
The screenshot shows the LogistiCare Rider Profile - Trip Monitoring Capabilities interface. The top section displays the rider's profile for 'COUNT VON COUNT' with a 'Rider ID # N/A' and a 'Rider Comment' button. To the right of the profile are contact details: phone number (555) 555-5555, email N/A, and address N/A. Below these are training programs: 'Jobs and Hope Program - Training' and 'West Virginia HHR - Training'. The top right section shows a summary of ride statistics: 'Total Rides Cost Year to date \$ 0.00', 'Average Ride Cost Year to date \$ 0.00 per ride', and 'Average Ride Distance Year to date -- mi. per ride'. A circular progress chart shows the status of rides: 0 Completed Rides, 5 Scheduled Rides, 9 Incomplete Rides, and 2 Canceled Rides. A 'BOOK A TRIP' button is located to the right of the chart. The bottom section, 'Rides', displays a table of scheduled and past rides. The table has columns for Status, Ride Date, Ride Type, Rider Name, Depart, Distance/Duration, Arrive, Cost, and Actions. Two rides are listed: one scheduled for 01/29/2020 and another for 01/31/2020, both for 'Count Von Count'.

Status	Ride Date	Ride Type	Rider Name	Depart	Distance/Duration	Arrive	Cost	Actions
Scheduled	01/29/2020 Wednesday	Car/SUV	Count Von Count	11:10 AM EST	1.75 mi.   5 min.	11:45 AM EST	\$7.00 - \$9.00	[Edit] [Cancel] [Details]
Scheduled	01/31/2020 Friday	Car/SUV	Count Von Count	11:10 AM EST	1.75 mi.   5 min.	11:45 AM EST	\$7.00 - \$9.00	[Edit] [Cancel] [Details]

**Figure 4.2.1.30-2:** Rider Profile - Trip Monitoring Capabilities.

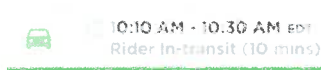


A green car icon will appear in the rider's profile that will indicate that a driver is in route to their pick-up location. At any time, we can click the green car icon to be taken to a live map of the ride in progress.



**Figure 4.2.1.30-3: Ride Summary Screen with pick-up and drop-off times.**

When the driver is en-route, the minutes displayed in the parenthesis will indicate the amount of time it will take for the driver to reach their pick-up location.



When the rider is in transit, the minutes displayed in the parenthesis will indicate how long until the rider arrives at their drop off location

Through the integration between our platform and Lyft's geo-tracking driver application, we have visibility into trips that may fail to arrive on time due to rider no-show or unforeseen driver delays. By leveraging this capability, we consistently provide on-time rides.

### Automated Rebooking of Ride Share Rides

Our current Jobs and Hope platform features a sophisticated tracking system that proactively attempts to recover and reroute rides that may exceed the scheduled time of arrival. If necessary, the system automatically rebooks a new driver in real-time without a need for staff intervention. During implementation, we customized the "rebooking window" and related parameters for the Jobs and Hope program to enable cost and service level optimization when rebooking rides. Our platform automatically monitors traffic, driving conditions and provider availability in real-time so that we ensure the provider service window is set dynamically, ensuring service at the requested time.

### 4.2.1.31 Using Multi-Passenger Trips

*The vendor should describe how they will use multi-passenger trips when possible.*

Multi-passenger trips will be enabled in the following ways:

#### Multi-Passenger Connections with Lyft

Our national partner, Lyft, offers multi-passenger trips whenever authorized by LogistiCare during scheduling. Standard Lyft sedans can accommodate one to four passengers. Within our transportation management platform, our staff can designate members that qualify for shared ride services, giving Lyft the option to multi-load members that are traveling on the same day on the same route or from the same pick-up location to the



same destination. If there are any reasons that the driver should restrict multi-passenger trips, we set the trip up for a single passenger transport.

### Multi-Loading LogistiCare's Network

Trips arranged with NEMT Providers are assigned to maximize the capacity of multi-load vehicles. We encourage this cost saving approach, especially when members are traveling the same route and trips meet the program's standards for multi-passenger service. This increases the Provider's revenue per loaded mile, maximizes the use of the vehicle, and allows for flexibility in the trip assignment process while still ensuring reliable, safe, on-time transportation for the member.

LogistiCare's Transportation Department reviews the pick-up and/or drop-off location for members and sends trips with the same or nearby pick-up and/or drop-off locations to the same Provider servicing that area. When the Providers receive their manifest, they must review to ensure they are capable of managing the trip volume that has been routed to them and ensure that all trips they elect to perform will be serviced on-time. Any trips the NEMT Provider is unable to deliver must be re-routed to LogistiCare's Transportation Department a minimum of 24 hours before the initial pick-up time of the trip.

#### 4.2.1.32 Maintaining On-Time Rate

*Vendor should provide a plan as to how they will maintain an 80 percent on-time rate for all rides authorized using the ride booking platform.*

LogistiCare's average for on-time rides currently exceeds the program's requirement of 80%. We have accomplished this through strict enforcement of on-time performance policies, maintaining a robust network, and continually monitoring performance.

### Consistently On-Time and Reliable Transports

LogistiCare provides real-time service monitoring that proactively identifies service delays or trip issues. By leveraging our on-demand providers, we can fulfill most urgent ride requests within 5-10 minutes from ordering (> 90%). Once a trip is dispatched to a Lyft driver, our platform assures the member's trip is timely through its geo-tracking technology.

#### ► Automatic Rebooking to Prevent Late Arrivals

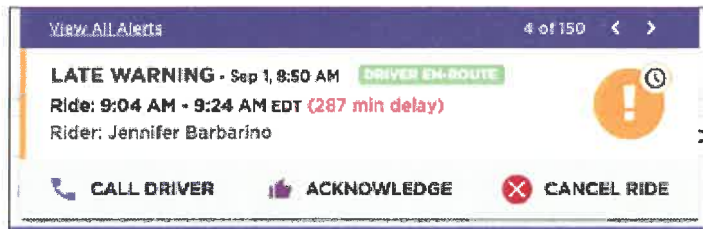
Our platform includes multiple automated features that support on-time performance. The platform automatically monitors traffic, driving conditions and provider availability in real-time so that the provider service window is set dynamically, ensuring service at the requested time. If the system predicts a ride may fail to meet the on-time service parameters due to unforeseen driver delays (i.e., traffic, unload times for past trips, etc.), the ride is automatically rebooked with an appropriate and available Lyft driver that can meet the schedule requirements. Rebooking is completed automatically, in real-time, without a need for staff intervention. The system's "rebooking window" and related parameters are customizable - enabling us to optimize service level and cost when rebooking rides.



### ► Manual Rebooking by LogistiCare staff

The platform also features a sophisticated alerting system that issues a late warning alert for any ride that exceeds its estimated time of arrival. This alert lets LogistiCare know the ride will be late and provides a new estimated time of arrival, which

enables staff to intervene and manually reroute the trip if automatic rebooking is not available. On the reroute screen, staff can view a list of available drivers that are able to recover the trip, including Lyft drivers.



### Provider Expectations

With the critical role transportation plays in helping members achieve a better quality of life, we find it necessary to leverage our extensive experience and tools to enforce strict on-time performance standards in every program. The importance of arriving on time for pick-ups is discussed with each Provider, including our partner, Lyft, beginning in the recruitment phase, and our provisions for liquidated damages are discussed verbally and in writing within our transportation agreement. Using quality trip assignments, we help Providers determine the most efficient ways to get members to their appointments on time, such as multi-loading when members are traveling to the same location, or assigning the same drivers to the same routes to minimize load times and increase routing efficiencies. To reinforce our commitment to safe and timely transports, we reiterate our expectations in relation to Provider achievements in the monthly scorecard and during Quarterly Network Meetings.

We know that the Mountain States sometimes experiences extreme conditions that could cause transportation delays. During our meetings with Providers, we discuss pre-emptive actions they can take to manage performance and minimize late arrivals, and encourage upfront communication regarding at-risk trips.

### Contracted Provider Live Vehicle Tracking\*\*

On a date mutually agreed to with the Bureau and/or ODCP/BBH, we will provide our transportation partners with options for real-time trip management through the use of our Driver App or through an integration with third-party ATMS software. Both options provide live trip monitoring and the ability to manage trip exceptions, such as driver delays. If a program participant is at risk of arriving late for their scheduled appointment, our Transportation team will receive an instant trip alert with an estimate of the member's drop-off time.

### Remote Vehicle Monitoring

At any time, LogistiCare's Transportation team will be able to review the status of in-network vehicles that use location services. This level of oversight will empower our team to make logical decisions based on real time data and effectively manage situations that could result in late or missed trips.

## Late Alerts

With the deployment of our driver application services\*\* at a date agreed to with the Bureau, we will be able to enhance our on-time monitoring with real time vehicle tracking. The driver application will integrate with our transportation management platform and offer a sophisticated late warning system based on live GPS data. If a vehicle is running behind schedule, the system will send an alert to LogistiCare's Transportation Coordinators and update the driver's estimated time of arrival. If a trip is delayed to the point that a reroute is needed to meet the member's scheduled pick-up time, the Transportation Coordinator(s) will have enough advance warning to research other vehicles that are able to take on the affected trips with minimal disruption. The following graphic shows an on-screen late warning with the anticipated delay.



**Figure 4.2.1.32-1: A late warning alert notifies transportation staff that a ride is running behind schedule so that action can be taken.**

If we identify NEMT Providers that are consistently behind schedule or predict we will not meet on-time standards, our Project Manager, Crystal Richardson, will facilitate weekly meetings with the local leadership team to review performance and to identify any metrics that are not meeting the Bureau's standard(s). Together, the team will develop a plan to correct program deficiencies and prevent future occurrences.

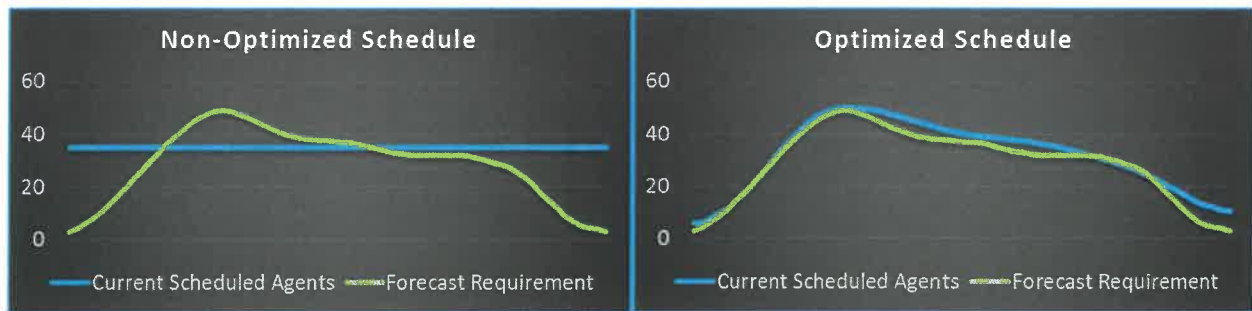
### 4.2.1.33 Personnel Management that Ensures Adequate Coverage

*The vendor should provide an approach and methodology to personnel management that include contingency plans to ensure adequate coverage of program needs and requirements.*

Our West Virginia call center and business office, located at 602 Virginia St. East, in Charleston, has supported the Bureau and its Medicaid members for more than 18 months. This facility is currently staffed with approximately 100 West Virginians, including more than 50 Customer Service Representatives (CSRs). In 2019, our team fielded more than 718,400 calls and managed more than 2.1 million trips for West Virginia NEMT program members.

A number of management strategies and technologies are used within LogistiCare's call centers to confirm there is adequate coverage of program needs and requirements. Our approach includes sourcing, hiring and retaining an ample number of qualified personnel to manage the anticipated call volume. Our approach also includes using workforce management tools to plan our resources and optimize staffing.

When scheduling CSRs to manage anticipated call volume for the West Virginia NEMT program, we use our workforce management (WFM) software to make sure we maintain appropriate staff resources for all call queues.



**Figure 4.2.1.33-1:** Our workforce management tool enables us to effectively manage personnel resources to ensure adequate coverage.

The software uses predictive modeling, based on historical and real-time data from LogistiCare's Avaya ACD system, to predict future call volume and determine the number of staff needed to respond efficiently to member inquiries and meet contact center performance standards and expectations. The workforce management software considers many factors affecting our employee base such as absences, shift breaks, and meeting/coaching sessions along with forecasted call levels taking both call magnitude and distribution (interval arrival patterns) into consideration, to derive an employee schedule that confirms our clients' service levels are met or exceeded.

The tool's real-time capabilities allow our team to monitor the call center's performance and call volumes, talk times, logged-in CSRs, speed to answer, and other service levels. When unexpected changes or potential risks develop, our WFM and Real-Time Monitoring teams are notified via systematic alerts and respond with real-time solutions. For instance, when a key metric such as average speed to answer increases, the WFM and Real-Time Monitoring teams are able to identify the issue and make changes to CSR schedules, reroute calls to new teams of CSRs or procure additional support from less occupied staff to make sure performance metrics are met.

### Back-up Resources

With the Bureau's approval, our backup call center in Norton, Virginia will continue to handle members' discharge or urgent transportation requests received outside of normal operating hours, including nights, weekends, and all holidays. Additionally, this facility will be available for ride assistance calls placed after hours and calls received during a disaster (i.e., power or system failure).

A benefit of our advanced telephony system is the ability to manage our 18 URAC-accredited call centers across the country as one global resource pool, using each center as a backup in the event of failure or emergency. Because all locations use the same technology and have access to the same data, our call center technology and infrastructure allows us to shift calls to CSRs across the country and seamlessly access available capacity once an event occurs. Our transportation management platform is configured with BMS' business rules, so all CSRs, regardless of where they are located, are able to continue to assist callers with transportation requests and other information until power is restored to the Charleston facility and calls can again be routed to the local call center.

#### 4.2.1.34 Developing and Implementing a Platform for Users

*Vendor should provide a plan as to how they will develop and implement a platform for users with the following services:*

*4.2.1.34.1 Ride scheduling and dispatch platform for participants by an Authorized User.*

*4.2.1.34.2 Coordinated transportation network services.*

*4.2.1.34.3 Network intelligence application (analytics and reporting tools).*

*4.2.1.34.4 In person training and on-boarding of Authorized Users.*

## Ride Scheduling and Dispatch Platform

LogistiCare's ride scheduling and dispatch platform - tailored to the Jobs and Hope program - directly integrates with Lyft's ride share application, giving authorized users the ability to schedule rides on-demand or in advance. When implementing the platform in January of 2020, we incorporated ODCP/BBH's preferences and guidelines into the system to match participants' needs with the appropriate resources. When placing requests, authorized users receive real-time feedback on what transportation is covered and the system automatically authorizes qualified trips. This ensures compliant transportation, avoids wasteful spending, and enables controlled scheduling.

### Trip Booking Workflow

Our Jobs and Hope ride booking platform is a HIPAA-compliant, cloud-based web application (desktop, tablet, and smartphone) deployed for use by authorized users designated by the program. The system is in place and used by the state's 17 transition agents. The trip booking process is simple and intuitive; and, because eligibility data, appointment types, and approved facilities have been pre-loaded into our system, the entire workflow requires less than five minutes to complete:

- User logs in to the platform and is automatically directed to the "Rider Directory"
- User searches for the Member's "Rider Profile" using either the member's name, phone #, DOB, address or ID number
- User is then directed to the member's Rider Profile where the User clicks "Book a Trip"
- Ride order details are entered and confirmed
- The platform then automatically begins all coordination aspects of the ride, including confirmation with the transportation provider and all ride status communications

The platform supports transport ordering and fulfillment of requests 24/7/365 via our automated ordering and fulfillment confirmation processes. This makes us uniquely positioned to fulfill last-minute, urgent (non-emergency) requests for member transport.

#### ▶ Rule-based prior authorization

The platform captures authorization details and automatically performs gatekeeping at the moment of ride booking. For example, we automatically track and flag against total allowable spend, total allowable rides, authorized pick-up/drop-off destinations and mandatory fields.

## Coordinated Transportation Network Services

We have partnered with Lyft to deliver fully-integrated ride share services for the Jobs and Hope program. Our experience managing transportation through Lyft is unmatched in the industry with specific policies and procedures for grievance resolution, real-time ride dispatch, and fraud, waste, abuse, and misuse oversight.

All transportation orders booked in the platform are transacted in real-time to verify driver availability. Upon submission of the order, the platform automatically coordinates with Lyft drivers to confirm acceptance of the ride.

## Network Intelligence Application

Our platform has a rich reporting and analytics dashboard that is accessible 24/7 and will allow ODCP/BBH to view key metrics on transportation utilization and performance. The system offers a digital platform that connects, controls, and provides data analytics for the all aspects of trip delivery (including prior-authorization, trip reservation, trip assignment to Lyft, live trip tracking, claims adjudication/payment), so that we can accurately monitor and report on any aspect of our management of the Jobs and Hope program in near real time. The details we capture and track on our platform provide a level of granularity in data analysis that we use to generate reports, both standard and ad hoc.

Using the Analytics Page on the dashboard, authorized users, including administrators from ODCP/BBH, will have visibility into all program activities.



**Figure 4.2.1.34-1: Administrators can see their total number of rides grouped by organization, rider or billing code and filtered by per hour, per day, per month or per year**



## Ride Success Rate

Metric: Completed ▾

Overall Rides Completed: **93.5%**

**Figure 4.2.1.34-2: RIDE SUCCESS RATE:** Within their total number of rides, organizations can see how many of those rides were successfully completed or on time.

### In Person Training and Onboarding of Authorized Users

During the implementation phase of the new contract, LogistiCare's Implementation Outreach and Communications Coordinator, Edrienne Calugay, will develop training materials and devise a training and onboarding plan specific to Jobs and Hope authorized users. Once the materials and plan are approved by ODCP/BBH, Ms. Calugay and the Outreach and Communications team will begin conducting site visits at the user's worksite or at an agreed location where they will onboard new authorized users and facilitate in-person training for new and existing users. Throughout the contract term, the Outreach and Communications team will continue to meet with authorized users to foster improved relationships, to assess program performance, and to provide additional training, as needed. The team will also maintain regular contact with authorized users by phone and email.

In addition to the support of our outreach and communications team, authorized users will have access to a variety of online and printed training materials (e.g. webinars, downloadable training guides, brochures, etc.) that they will be able to use at any time as a point of reference for system navigation.

#### 4.2.1.35 Training on the Application to Users Designated by the Office of Drug Control Policy (ODCP)

*The vendor should provide a plan as to how they will conduct training and education about the application to Authorized Users as designated by the Office of Drug Control Policy.*

Our outreach staff is already experienced in providing in-person and web-based training on our application to transition agents in West Virginia. If re-awarded, we will initiate a similar process to schedule and conduct face-to-face training sessions with any new authorized users, or those that desire refresher training. Additionally, we will conduct any supplemental training with all authorized users based on their needs and questions.

The Outreach and Communications staff can promptly offer this training by leveraging their capabilities and existing training materials. In addition, and as appropriate, our staff will facilitate webinar sessions to demonstrate our user-friendly technology. Given the busy work schedules of our partners, we find that webinars are often more convenient than education performed in an office location. As part of training, authorized users will have access to the platform's User Guide and training videos for referral, and ongoing

release notes to inform them of enhancements. An additional educational resource is our facilities webpage, which authorized users will have access to via <http://www.logisticarewv.net/>.

#### 4.2.1.36 Monthly Reporting Compliance as Defined by the ODCP

*Vendor should describe how they will comply with monthly reporting, as defined by the Office of Drug Control Policy, that allows for compliance monitoring of service level agreements.*

Following the award of the Jobs and Hope program, LogistiCare will meet with the Office of Drug Control Policy to determine the standard monthly reports required, the date and format for delivery, the Office's designated point of contact, and the submission protocol. West Virginia's Business/Data Analyst will oversee the process of extracting the information needed from our transportation management platform, reviewing reports for accuracy and completeness, and submission of the reports prior to the deadline.

#### 4.2.1.37 Partnering with ODCP/BBH on Option to Roll Over After-Hours Calls to Behavioral Health Line

*The Vendor should describe their plan to partner with ODCP/BBH on the option to roll after-hours calls over to a 24/7 behavioral health line.*

##### LogistiCare Calls transferred to BH Line After Hours

If a call is received from or for an individual that requires direct support for an addiction or mental health issue, our live after-hours agents in Virginia will immediately soft transfer the call to the BBH call center Help4WV line without asking the caller for any personally identifying information. During the implementation of the new contract, we will partner with ODCP/BBH to determine which callers should be referred to the help line and the detailed process we should follow to roll over after-hours calls to the 24/7 behavioral health line. Once defined, we will finalize the policy and seek the approval of the ODCP/BBH before including the procedures in our operational manuals and training materials.

##### Calls to LogistiCare from BH Line After Normal Business Hours

LogistiCare's live after-hours agents in Virginia will be available to respond to requests for transportation received from behavioral health agents after normal business hours. Customer Service Representatives (CSRs) in Virginia are trained to check West Virginia's DXC system for a current Medicaid ID number.

- If the ID number is located, the after-hours CSR checks the individual's home address on file. If the address on file does not match the individual's current location and the current location is not a hospital, we direct the behavioral health agent to notify the HELP4WV Call-line Program Director to contact LogistiCare's Project Manager directly to coordinate transportation for the individual.
- After the after-hours CSR checks the individual's home address for a match, we check the address of the service provider to confirm that the provider is Medicaid-approved. If the service provider destination site is Medicaid-approved, we attempt to schedule the trip with a local NEMT Provider or Independent Driver.

If the ID number is not located, we will ask the behavioral health agent to complete a Presumptive Eligibility form. The individual will be required to wait to receive transportation services until a Medicaid ID number populates as active in the MMIS system.

#### 4.2.1.38 Partnering with ODCP/BBH on Options for Transportation to a Behavioral Health Level of Care Not Eligible for NEMT

*The Vendor should describe their plan to partner with ODCP/BBH on options for people to receive transportation to a behavioral health level of care not eligible for NEMT; for example, those leaving one level of SUD treatment service (e.g., residential treatment, crisis service, hospital, etc.) to be transported to another level of care, such as recovery residences; or to the safest and most secure location for interim services while the person waits for another level of residential service or receives outpatient treatment services.*

Following award, we will work with ODCP/BBH to establish guidelines for transportation to a behavioral health level of care if an individual is not eligible for NEMT and to define a process for authorizing such trips. For this program we recommend an authorization process that includes communication with a designated point of contact or an integration of systems that we can use to assure the individual to be transported qualifies for services before scheduling occurs.

When these instances occur, we will warm transfer the individual to a behavioral health location and document the individual's circumstances and lack of NEMT eligibility for reporting to BBH. If the individual is a non-Medicaid enrollee transitioning care levels or moving to an alternate location for like services, we will consider fulfilling the transportation request on a case-by-case basis. We will only attempt to bill BBH for services when NEMT under Medicaid is not available.

#### 4.2.1.39 Partnering with ODCP/BBH to Recruit Drivers/Driving Services

*The Vendor should describe their plan to partner with ODCP/BBH on optional initiatives to recruit drivers/driving services or other methods to increase acceptance call rate in counties with a history of unsuccessful trips.*

As a national partner of the ride share solution, Lyft, we have immediate access to an extensive network of drivers and driving services throughout the state. To date, we have been able to adequately cover trips for the Jobs and Hope program using the services of Lyft drivers. However, with the expansion of the program into more rural and underserved counties, this level of coverage may change. With this understanding, we will partner with ODCP/BBH to explore alternative strategies to ensure coverage, such as volunteer drivers, NEMT Providers, and other innovative initiatives. These resources will only be used as a secondary source of transportation in counties with a history of unsuccessful trips or a pattern of late trips by Lyft drivers.

##### Optional Initiatives for Driving Services

In collaboration with ODCP/BBH, we will determine the most underserved counties with the lowest trip acceptance rates and recruit heavily to assure all members have access to transportation, when needed. With over 20 years of experience establishing transportation programs across the country in both urban and rural geographies, we have a deep appreciation of the effort and skills required to recruit a quality network. We invest significant time and corporate resources into partnering with transportation providers, taxi services, transit agencies, and organizations with access to vehicles to broaden our reach and improve transportation access.

##### Recruiting Driver Services

Based on the preliminary information provided within this RFP and our experience coordinating transportation for the Jobs and Hope program, we recommend a robust network that includes taxis, NEMT Providers, volunteers (if allowed by ODCP/BBH), public transit agencies, and program vehicles, if approved, to increase acceptance rates. Following award, the Implementation Team will begin the network

development process, which includes capacity planning, identifying resources, recruiting local providers (current and new), credentialing vehicles and drivers, and training providers on processes and standards, including all program requirements. Once we finalize our network capacity plan, the local Provider Relations Team will perform extensive outreach to expand our existing pool of Providers, especially in the most vulnerable counties.

The Provider Relations Team will host public forums to open discussions with new Providers and those that expressed an interest in joining the network in the past.

#### Public Forums

Provider Relations staff will publish meeting information online, in the local newspapers, county offices, and other agencies. During our town hall style meetings, we will share information about our collaborative approach to managing transportation networks and the Jobs and Hope program standards. Providers will have the opportunity to ask questions about the program and view demonstrations of our transportation tools that will be available upon joining our network.

#### 4.2.1.40 Partnering with ODCP to Educate Behavioral Health Providers on the Process for “Urgent” Protocols

*The Vendor should describe their plan to partner with ODCP, as part of their Education for Providers, to educate behavioral health providers on the process for "urgent" protocols in which the receiving facility verifies the individual's visit as both urgent and requiring services within a certain number of hours.*

LogistiCare will work in partnership with the ODCP to determine the most effective means of delivering education to behavioral health providers on processes for verifying member visits as urgent and requiring services within a certain number of hours. We have an experienced outreach team in West Virginia that currently provides medical facility training via in-person educational sessions and webinars. We also provide written and web-based educational materials for continued reference and ongoing training. For example, the FAQs on our West Virginia Facilities webpage include information about the qualifiers for an urgent trip.

#### 4.2.1.41 Procedures for Follow Up with Individuals for Urgent, Re-Routed, or Refused/Declined Trips

*The Vendor should describe the option for its procedures for follow up with individuals within the same business day of urgent trips, re-routed trips, or refused/declined trips, via notification of a method approved by the individual such as a call from an approved call line, peer worker, receiving facility's outreach worker, or family member or friend.*

Within minutes of a request, urgent transportation for the Jobs and Hope program is assigned to an available driver through our system's integration with the Lyft platform. With the adoption of our proposed practices, LogistiCare's Transportation Department may manually assign these trips with a NEMT Provider on the same day as the request. Once scheduling is complete, we immediately share the details of the trip, including the assigned vehicle and the scheduled pick-up time, with the requestor through a method approved by the individual, such as phone call, text message, or notification by a mobile application (Lyft), if applicable.

During manual assignment, we require the Provider or driver to verbally accept the request and to immediately submit written confirmation. If a trip accepted by a Provider is refused or declined, our Transportation Department immediately reroutes the trip to an available Provider and communicates the changes to the requestor through their approved method.

#### 4.2.1.42 Online/Electronic Process for Urgent, Same-Day Request Submissions to be Merged with the BMS Data File

*As part of the secure, web-based inquiry system for NEMT providers to access NEMT Services trip authorization information, the Vendor should describe its online/electronic process for urgent, same-day request submissions to be merged with the BMS data file; and to assign a "ODCP/BBH Transport Charity Care" number prior to when the Medicaid ID number is assigned or otherwise who do not have NEMT eligibility on the date of service.*

If a Jobs and Hope member with a pending Medicaid status or non-Medicaid covered service submits an urgent or same-day request for transportation, we will work with the Bureau of Behavioral Health (BBH) line to assign a temporary "ODCP/BBH Transport Charity Care" number based on a decision tree. The temporary charity care number will be used to authorize and schedule transportation with the most appropriate and cost-effective driver through our secure, online portal. We will attempt to reconcile the member's information with the Medicaid eligibility data received through the BMS data file before billing BBH for the service.

For ease in future scheduling and billing, the temporary charity care number will remain continuously assigned to the same member for tracking purposes.



## 4.2.2 Mandatory Project Requirements

*The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.*

### 4.2.2.1 Compliance with Federal, State, and Local Laws

*The Vendor must at all times observe and comply with federal and State of West Virginia laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affect the completion of the work. The Vendor must also comply with Chapter 524 of the West Virginia State Medicaid Manual, Chapter 27 of the West Virginia Bureau for Children and Families Income Maintenance Manual, 42 CFR § 440.170, and follow the Bureau's exclusions.*

LogistiCare will, at all times, observe and comply with federal and State of West Virginia laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affect the completion of work. LogistiCare will also comply with Chapter 524 of West Virginia State Medicaid Manual, Chapter 27 of the West Virginia Bureau for Children and Families Income Maintenance Manual, 42 CFR § 440.170, and follow the Bureau's exclusions.

### 4.2.2.2 Increased Staffing Levels

*The Vendor must agree to provide increased staffing levels if requirements, timelines, quality or other standards are not being met, based solely on the discretion of and without additional cost to the Bureau. In making this determination, the Bureau will evaluate whether the Vendor is meeting deliverable dates, producing quality materials, consistently maintaining high quality and production rates, and meeting contract standards without significant rework or revision. Beginning thirty (30) calendar days prior to the Operations start date and commencing through the end of the Contract, the Vendor may not reduce staffing without BMS approval.*

We agree to provide increased staffing levels if requirements, timelines, quality or other standards are not being met, based solely on the discretion of and without additional cost to the Bureau. Beginning thirty (30) calendar days prior to the Operations start date and commencing through the end of the Contract, we will not reduce staffing without BMS approval.

### 4.2.2.3 Location

*The Vendor must agree to locate and operate the NEMT Call Center within 15 miles proximity of the West Virginia State Medicaid agency located at 350 Capitol Street, Charleston, WV in order for the Bureau to easily perform on-site monitoring duties. In conjunction with call center staff, staff to be housed at this location are to include at a minimum: Project Manager, Assistant Manager, Provider Relations Manager, Outreach and Communications Manager, Call Center management staff, two (2) care managers, two (2) complaint coordinators, two (2) claims processors, two (2) appointment verification staff, one (1) Business/data analyst.. The Vendor will never route calls outside of the continental United States of America or its territories. The Vendor will not delegate screening, authorization or scheduling duties to NEMT providers and/or subcontractors without prior approval from the Bureau. The Vendor may delegate dispatch activities to the NEMT Provider but the Vendor will retain responsibility for the proper performance of dispatch activities.*

Since LogistiCare's program implementation, we have operated the NEMT call center at 602 Virginia Street East in the historic Woodrum's Building, which is under one mile from the West Virginia State Medicaid Agency in Charleston. We will remain at this location under the new contract, where we will continue housing our call center staff and others, including the following personnel: Project Manager, Assistant Manager, Provider Relations Manager, Outreach and Communications Manager, Call Center management staff, two Care Managers, two Complaint Coordinators, two Claims Processors, two Appointment Verification Specialists, and one Business/Data Analyst.

Calls will never be routed outside of the continental United States of America or its territories and LogistiCare will not delegate screening, authorization or scheduling duties to NEMT Providers and/or subcontractors without prior approval from the Bureau.



**Figure 4.2.2.3-1: LogistiCare's business office and call center in Charleston, West Virginia is located at 602 Virginia Street.**

#### 4.2.2.4 Program Changes

*The Vendor must agree to provide NEMT services described in the RFP from the operations start date until service delivery is turned over to a successor Vendor at the end of the contract, including any optional additional periods or extensions. Any and all program changes to include, but not limited to, processes, protocols, flowcharts or any other program administration guideline changes/modifications must receive approval from BMS prior to changes/modifications being implemented by vendor. Any and all program changes affecting member benefits must be communicated to members, through a Bureau approved written communication, no less than 30 calendar days prior to implementation of program change.*

LogistiCare agrees to provide NEMT services described in this RFP from the operations start date until service delivery is turned over to a successor vendor at the end of the contract, including any optional additional periods or extensions. All activities related to implementation will be completed prior to the operational start date. All program changes including, but not limited to, processes, protocols, flowcharts or any other program administration guideline changes/modifications will be submitted to the Bureau for approval before the changes/modifications are implemented.

We will communicate any and all program changes affecting member benefits to members, through a Bureau approved written communication, no less than 30 calendar days prior to implementation of the program change.

#### 4.2.2.5 NEMT Provider Reimbursement

*The Vendor will be responsible for reimbursing NEMT Providers. The Vendor will not be required to reimburse for unauthorized NEMT Services to out-of-network providers. The Vendor will not use NEMT Providers with which the Vendor has not executed a contract. The Vendor must maintain an appropriate reserve equivalent to ten percent (10%) of the*

*annual contract cost bid for NEMT services during the contract period. The vendor will enroll as a West Virginia Medicaid provider and receive payment for services through the State's Medicaid claim system, Medicaid Management Information System (MMIS).*

Upon award of a new contract, we will continue to meet the mandatory project requirements set forth by the Bureau:

LogistiCare will manage NEMT Provider reimbursement and refrain from reimbursing unauthorized NEMT services to out of network providers.

Claims submitted by NEMT Providers must undergo auditing by our Claims Department because trips submitted for payment link to driver and vehicle compliance information in our system. We adjudicate drivers and vehicles to confirm LogistiCare pays NEMT Providers only for services properly rendered using approved drivers and vehicles.

Transportation will only be assigned to contracted NEMT Providers; non-contracted NEMT Providers will not be used for NEMT services.

LogistiCare currently provides the Bureau a robust and diverse NEMT Provider network representing sufficient types and service levels to accommodate members' needs across the entire state. Our Provider Relations team monitors trip demand and network capacity to anticipate service needs and scales the network, as needed. To deliver safe, reliable transport, West Virginia's operations staff credentials and re-credentials (annually) each contracted NEMT Provider, driver, and vehicle (bi-annually) to ensure compliance with the Bureau, state, and local requirements as well as LogistiCare's internal standards (e.g., criminal background checks, insurance, driver license, and driving records).

Maintain an appropriate reserve equivalent to ten percent (10%) of the annual contract cost bid for NEMT services during the contract period.

LogistiCare generates more than \$1 billion in revenue, uses a conservative fiscal approach to operating the company, and maintains a balance sheet with the means to fund costs associated with the current or future operations. With our financial stability, the Bureau can remain confident in our ability to maintain an appropriate reserve and meet all financial commitments for the duration of the contract term. A copy of our 2019 financial statements is provided within the 'Forms' section of the technical binder.

Maintain our enrollment as a West Virginia Medicaid provider and receive payment for services through the State's Medicaid claim system, Medicaid Management Information System (MMIS).

LogistiCare is currently enrolled as a West Virginia Medicaid provider. The Project Manager with support from the local operations team will continue to monitor and update our enrollment, as needed. Under the new contract, we will continue to submit billing information using the State's Medicaid claim system, MMIS, and follow the established processes to receive payment for the coordination of Medicaid transportation services.

Our current reimbursement policies reflect these requirements; during the implementation of the new contract, we will make any revisions required by the Bureau and submit our updated policies for review and approval prior to adoption.

#### 4.2.2.6 Reporting Pre-Tax Net Income

*At the conclusion of each state fiscal year (June 30), the vendor will report pre-tax net income, of the West Virginia NEMT Program, to The Bureau, Any amount over 7.5% profit will be returned to the state within 30 days of the completion of*

*the audit, which must be completed within 90 days of the end of the state fiscal year. This serves as cost containment, ensuring the successful continuity of the program. For purposes of computing rebate, the vendor may carryover, from the prior reporting period only, any expenses (losses) in excess of 100% of premium revenue received, not to exceed 5% of total loss amount (e.g. revenue received is \$100; expenses are \$110; vendor may carryover \$0.50 for rebating calculation in following year). Vendor must provide documentation that carryover amount is in compliance with contractual standard via reporting completed by an independent auditor.*

In accordance with the requirements of this RFP, LogistiCare will report pre-tax income for the West Virginia NEMT Program to the Bureau at the conclusion of each state fiscal year (June 30) and perform an audit within 90 days of the end of the state fiscal year. Any amount over 7.5% profit will be returned to the state within 30 days of the completion of the audit to ensure the successful continuity of the program. We acknowledge our right to carryover (from the prior reporting period only) any expenses (losses) in excess of 100% of premium revenue received, not to exceed 5% of total loss amount (e.g. revenue received is \$100; expenses are \$110; vendor may carryover \$0.50 for rebating calculation in following year) for purposes of computing rebate. We will provide documentation that the carryover amount complies with the state's contractual standard via reporting completed by an independent auditor.

#### 4.2.2.7 Completing Start-Up Activities

*Vendor must complete all start-up activities within three (3) months of contract award date.*

As an experienced NEMT broker for the West Virginia Medicaid program, we are committed to providing the Bureau and all stakeholders with a smooth transition related to new requirements and continuation of existing services as required under a new contract. Using a proven implementation methodology, LogistiCare will comply with the State's three-month start-up activities timeline. In fact, because we are the incumbent, and the majority of tasks and subtasks are accomplished, we are proposing a 60-day implementation schedule. A full implementation schedule is provided in Appendix 2.



Part of supporting system capacity and availability to make sure we are ready by the Contract Award Date includes leveraging our current technology, policies, procedures, processes and personnel. During readiness reviews, we will demonstrate to the Bureau that we can meet or exceed all requirements.

Our implementation team and local managers will meet with the Bureau and other program stakeholders throughout the readiness review period, including during all scheduled readiness review meetings. For these meetings, we will be prepared to present an

overview and/or status of our implementation plan, as well as a live demonstration of our technology that supports our processes and procedures required by the contract.

#### 4.2.2.8 Monthly Administrative Meeting

*Vendor will have monthly administrative meeting with BMS staff to provide program updates to include, but not limited to: program cost, utilization trends, issues, program accomplishments/deficits, and other data as requested by BMS.*

Under the new contract, LogistiCare will host a monthly administrative meeting with BMS staff to provide program updates, to include, but not limited to: program cost, utilization trends, issues, program



accomplishments/deficits, and other data as requested by BMS. With more than 20 years of NEMT industry experience, we have learned that communication is the key to a successful NEMT program and welcome the opportunity to engage with BMS staff on a monthly basis.

#### Advisory Committee Meetings

Also, under the new contract, LogistiCare will establish an Advisory Committee in West Virginia to be comprised of NEMT stakeholders as approved by the Bureau including, but not limited to, members, healthcare providers, NEMT providers, at large community members, and our local management staff. We are experienced with developing Advisory Committees, and we will leverage the successes and lessons learned from other committees we have established across the country. The Committee will be established for the purpose of maintaining relationships and identifying program improvements and shortcomings. The relationships cultivated through Advisory Committee meetings will enable us to better understand stakeholder perspectives, quickly respond to their needs, and identify emerging trends. Meetings also will be used to train, share information, discuss concerns, and identify successes within the program.



## 4.3 Qualifications and Experience

*Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.*

*The Vendor should propose a staffing plan that includes staff that can address the unique needs of members while assuring that services are provided in the most economical manner. In their proposal, the vendor should describe how the staffing plan will provide the skills necessary to meet the requirements of the project throughout the life of the contract.*

Our response to this section includes information and documentation regarding our qualifications and experience providing or solving problems similar to those requested in the RFP. The following table provides a guide of where the required information can be found within our proposal.

QUALIFICATIONS AND EXPERIENCE	
Requirement	Location in Proposal
Staff certifications or degrees*	Attachment 4_Resumes
Proposed staffing plan	Section 4.3 Qualifications and Experience

*\*Please note, due to the global pandemic and nationwide stay-at-home orders, many institutions were closed and were not able to provide copies of degrees or certifications at the time of this proposal. As such, we have submitted copies of all available degrees or provided unofficial transcripts or other documentation certifying an awarded degree.*

Since September 2018, LogistiCare has effectively managed the Statewide Non-Emergency Medical Transportation (NEMT) Program on behalf of the Department of Health and Human Resources, Bureau for Medical Services (BMS). During our tenure, our team has demonstrated that they possess the breadth of experience and organizational support required to continue efficiently serving the diverse transportation needs of West Virginia's Medicaid NEMT members.

Of the many advantages LogistiCare offers BMS as the incumbent NEMT broker, none is more valuable than the depth of resources and talent we have in place to support the NEMT services for the West Virginia Medicaid and statewide programs. LogistiCare has earned a nationwide reputation for attracting and hiring only the most qualified individuals to effectively administer our Medicaid contracts. We do so because we recognize that even the best-designed NEMT program cannot thrive unless experienced, skilled, and passionate people are enlisted to implement and operate them. Highlights of our project organization and staffing plan include:

- Leveraging the knowledge and experience of our Project Manager, Crystal Richardson, who has first-hand West Virginia NEMT program experience, to continue meeting the program needs of West Virginia NEMT members, NEMT Providers, medical/facility personnel, and BMS.
- Overseeing LogistiCare's NEMT operations in West Virginia using a skilled management team that includes local executive leadership and regional and corporate resources.
- Relying on our URAC accredited call center in Charleston, West Virginia to handle member calls using a well-trained team of customer service professionals that provide prompt, courteous, and professional call center assistance.

- Using our established backup site in Norton, Virginia, which operates 24 hours a day, seven days a week, to provide services on weekends, holidays, and for business continuity purposes during times of disaster.
- Complying with new program requirements outlined in the RFP, by adding the following full-time equivalent (FTE) positions to our staffing plan for the new contract term:
  - Anti-Fraud, Waste, Abuse and Misuse (FWAM) Specialist

We are very confident our approach maximizes resources without compromising quality, while complying with the mandatory qualification/experience requirements. Our proposed staffing plan, which has served West Virginia members during LogistiCare's administration of the contract, will use the existing team's in-depth familiarity with all aspects of the West Virginia NEMT Program.

WEST VIRGINIA STAFFING PLAN		
RFP Specified Role	# FTE	Location
Project Manager	1	Charleston, WV
Assistant Manager	1	Charleston, WV
Administrative Assistant	1	Charleston, WV
Call Center Manager	1	Charleston, WV
Call Center Lead	7	Charleston, WV
Customer Service/Ride Assist Representative	53	Charleston, WV
Complaint Coordinator	2	Charleston, WV
Anti-FWAM Specialist	1	Charleston, WV
Claims Lead	1	Charleston, WV
Claims Processor	2	Charleston, WV
Compliance Manager	1	Charleston, WV
Compliance Specialist	2	Charleston, WV
Outreach & Communications Manager	1	Charleston, WV
Appointment Verification Specialists	2	Charleston, WV
Network Manager	1	Charleston, WV
Field Monitor	2	Charleston, WV
Public Transit Representative	1	Charleston, WV
Care Manager	2	Charleston, WV
Quality Assurance Specialist	1	Charleston, WV
Provider Relations Manager	1	Charleston, WV
Business/Data Analyst	1	Charleston, WV
Call Center Trainer	1	Charleston, WV
Transportation Manager	1	Charleston, WV

<b>Transportation Supervisor</b>	1	Charleston, WV
<b>Transportation Coordinator (Router)</b>	4	Charleston, WV
<b>Utilization Review Specialist</b>	3	Charleston, WV

This staffing plan represents the combination of knowledge, skill, and experience necessary to meet the requirements of the project throughout the life of the contract. Additionally, our established local operations and management team will have the resources and support of our Executive Leadership team and an implementation team, as explained in the next section.

## 4.3.1 Qualification and Experience Information

*Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.*

### 4.3.1.1 Organizational Chart

*Organizational chart(s)<sup>1</sup> showing the number and geographic location of all staff that will perform duties under the Contract, including Vendor and subcontractor staff. Key staff members, off-site (i.e., location other than the Vendor's call center facility) Vendor staff, and subcontractor staff should be clearly identified as such on each organizational chart. The Vendor should provide a chart showing the Vendor's entire organizational structure, including all parent entities. This chart should show the relationship of the Vendor's proposed project organization to its overall organizational structure. The Vendor should provide a revised organizational chart, within 30 calendar days, at any time during the Contract period that a change is made in the organizational structure.*

LogistiCare understands the importance of having a strong, capable local management presence and being a part of the community in which it operates. That is why our Key Staff Members are located in Charleston, West Virginia. This team is directly responsible for overseeing the day-to-day operations of the Statewide Non-Emergency Medicaid Transportation Program and will oversee services to support the ODCP and BBH Statewide Transportation Program.

The following organizational chart shows the number and geographic location of all staff that will perform duties under the Contract, including LogistiCare and subcontractor staff. Using color coding, we identify key staff members, off-site LogistiCare staff, and subcontractor staff.

WEST VIRGINIA OPERATIONS TEAM

- LogistiCare Corporate Staff
- Off-Site LogistiCare Staff
- Local LogistiCare Staff
- Subcontractors

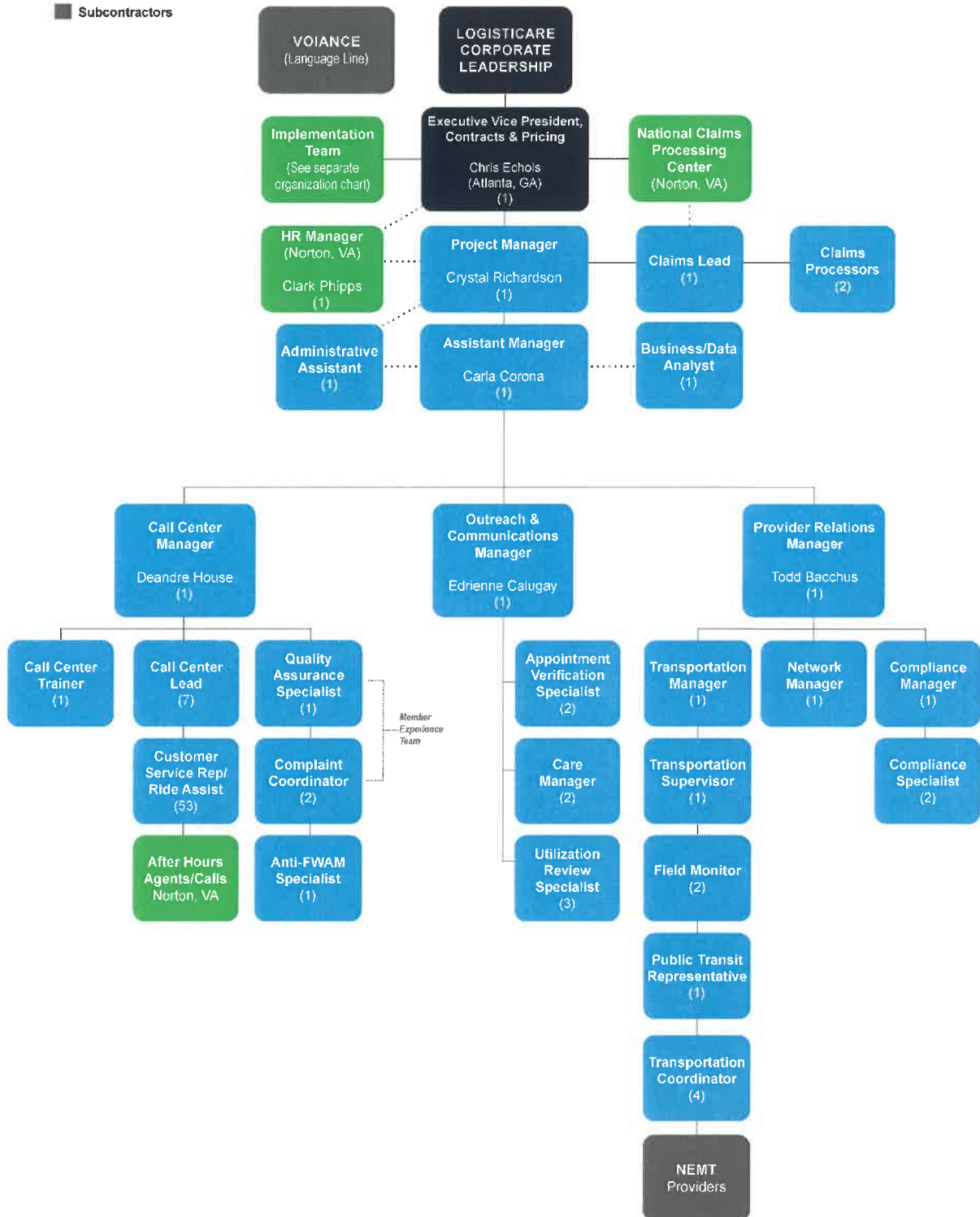


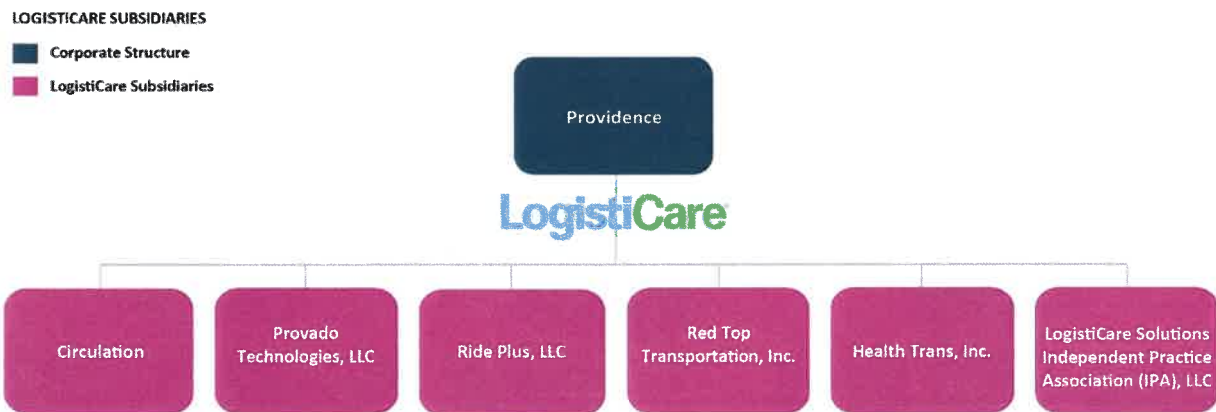
Figure 4.3.1.1-1: West Virginia organizational chart showing the number and geographic location of all staff that will perform duties under the Contract.



We will provide a revised organizational chart, within 30 calendar days, at any time during the Contract period that a change is made in the organizational structure.

### LogistiCare's Parent Organizational Structure and Wholly Owned Subsidiaries

LogistiCare Solutions, LLC (LogistiCare) is a limited liability company and publicly owned provider of comprehensive, NEMT management services with more than 20 years of experience delivering custom NEMT solutions. We are a wholly owned subsidiary of Providence Service Corporation (Providence). Today, LogistiCare is the parent company of six direct and wholly owned subsidiaries.

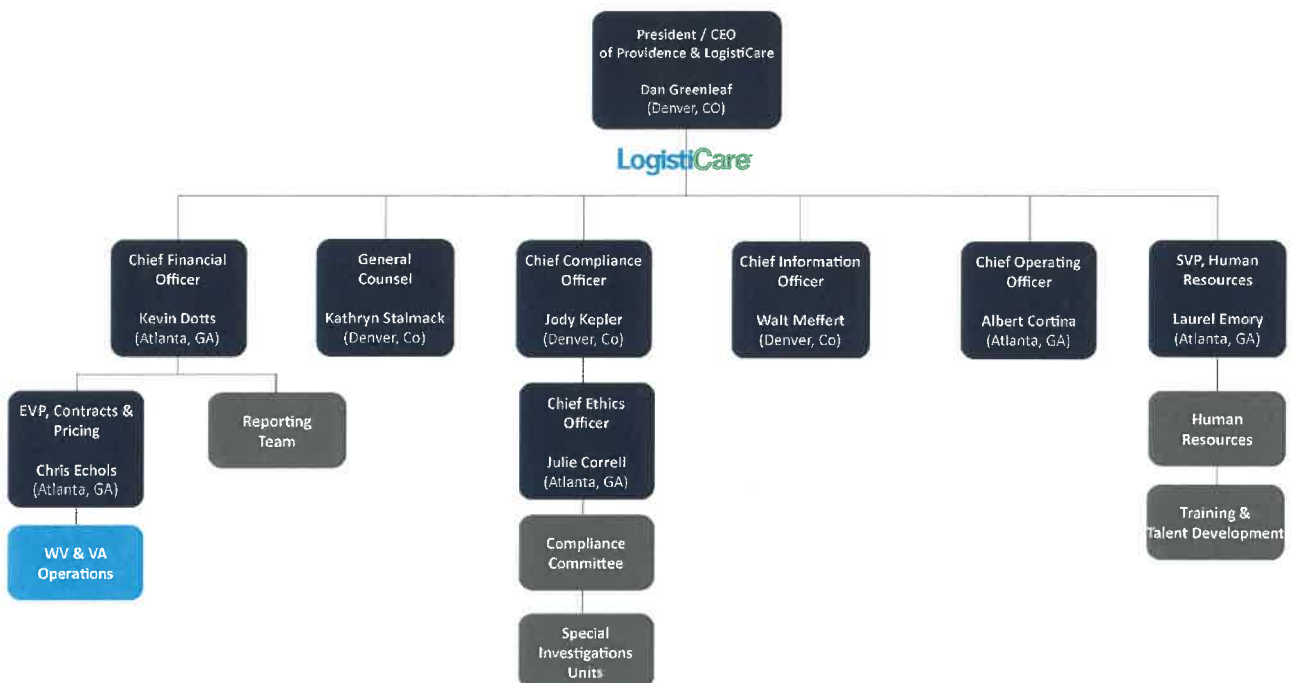


**Figure 4.3.1.1-2.** Over the years, LogistiCare has acquired or created a number of companies to enhance its NEMT services. Today, LogistiCare is the parent company of six direct and wholly owned subsidiaries.

We provide additional information about each of these wholly owned subsidiaries in Section 4.3.1.2.

## LogistiCare's National Organizational Structure

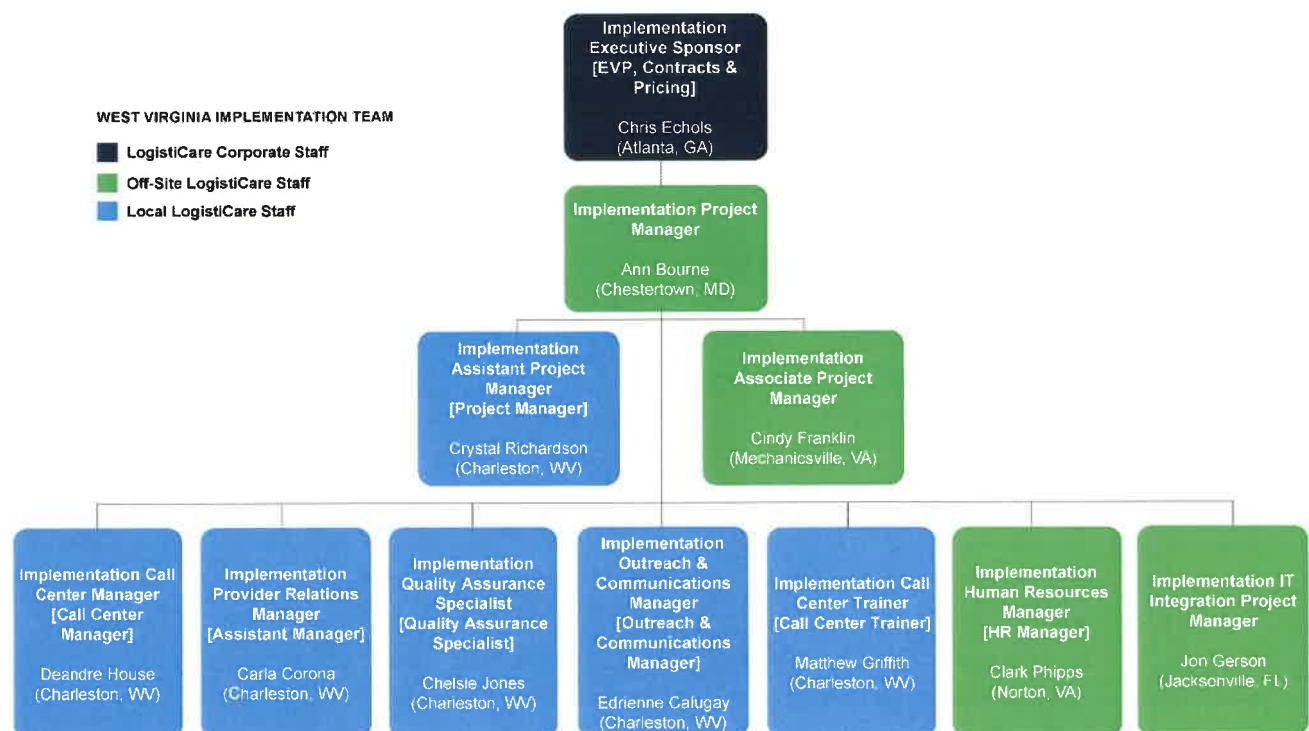
The local operations team will be backed up by our entire national infrastructure. This includes access to thousands of NEMT professionals possessing specialized skills to assist with new program initiatives, and operational activities such as support during disaster recovery situations. Every department within LogistiCare has a role in ensuring a successful implementation of new requirements and ongoing operations. Under the new contract, these teams will continue to be engaged and aligned in support of the West Virginia NEMT program. Corporate functions include, but are not limited to, human resources, compliance, ethics, information technology, and the legal team. The following organizational chart shows LogistiCare's corporate structure.



**Figure 4.3.1.1-3: LogistiCare Corporate level organizational structure.**

## LogistiCare's Implementation Organizational Structure

Executive Vice President, Chris Echols will act as the Implementation Executive Sponsor and oversee the Implementation Team, comprised of corporate and operations leaders with decades of NEMT experience and practical knowledge. Together, these individuals will support the Bureau, its members, facilities, and NEMT Providers. They will be there to guide operations staff in Charleston to make sure any and all changes to the current NEMT program are successfully implemented. This chart shows the relationship of LogistiCare's proposed implementation team to our overall organizational structure and LogistiCare personnel who reside outside of West Virginia.



**Figure 4.3.1.1-3: LogistiCare's Implementation Team Organizational Structure.**

### 4.3.1.2 Staff Roles, Responsibilities, and Skills

*Description of the roles, responsibilities and skills associated with each position on the organization chart.*

The following table provides a high-level description of roles, responsibilities and skills associated with each position on the West Virginia organization chart. Detailed job descriptions for each position can be found in **Attachment 5**.

STAFF ROLES, RESPONSIBILITIES AND SKILLS		
Role	Skills/Qualifications - Preferred	Summary of Responsibilities
<b>Project Manager</b>	A bachelor's degree, licenses, skills and at least two years' qualified experience. The bachelor's degree may be substituted with four years of full-time or equivalent part-time paid NEMT experience in addition to the specified two years of experience.	Overall responsibility for meeting all BMS and ODCP/BBH contract requirements and all the services required by the RFP throughout the state. Also accountable for the performance of the entire customer service center team and overseeing the day-to-day operations of the West Virginia NEMT program.
<b>Assistant Manager</b>	A bachelor's degree, licenses, skills and at least two years' qualified experience. The bachelor's degree may be substituted with four years of full-time or equivalent part-time paid NEMT experience in addition to the specified two years of experience.	Responsible for coordinating with the Project Manager to safeguard the success of NEMT program, which includes establishing and maintaining excellent relationships with members, clients and NEMT Providers while meeting performance standards and financial goals.
<b>Administrative Assistant</b>	At least two years of prior experience as an Administrative Assistant supporting multiple managers and senior managers	Provides clerical and technical support to the Program Manager and staff by performing a variety of administrative duties including handling inbound and outbound mail, greeting visitors, arranging meetings, coordinating office maintenance/cleaning and managing supplies.
<b>Call Center Manager</b>	A bachelor's degree, licenses, skills and at least two years' qualified experience. The bachelor's degree may be substituted with four years of full-time or equivalent part-time paid NEMT experience in addition to the specified two years of experience.	Responsible for meeting all BMS and ODCP/BBH call center performance goals by providing oversight of day-to-day operations and customer service. Monitors daily, weekly, and monthly call center metrics to evaluate performance standards and takes appropriate corrective action to meet and maintain contractual requirements. Additionally, identifies and resolves member issues as well as communicates with clients to facilitate customer satisfaction.
<b>Call Center Lead</b>	Two to five years of heavy phone volume customer experience; over one year of experience within a lead position;	Makes certain all CSRs have adequate training and demonstrate proficiency with

## STAFF ROLES, RESPONSIBILITIES AND SKILLS

Role	Skills/Qualifications - Preferred	Summary of Responsibilities
<b>Customer Service Representative/ Ride Assist</b>	previous call center experience preferred. Six months to one year of prior inbound call center experience and/or prior customer service experience; fluency in languages supported.	responsibilities; provides quality assurance reviews. Interacts with members to provide information in response to inquiries; confirms the efficient and accurate entering of all member service requests into LogistiCare's transportation management system. Performs gate keeping functions related to trip requests, as well as documenting and resolving complaints and issues while providing superior customer service to members.
<b>Complaint Coordinator</b>	High School Graduate or General Education Degree (GED). Two or more years of customer service experience, preferably in a medical environment.	Records and initiates investigation of complaints and initiates corrective actions. Tracks complaints in system and ensures accuracy and completion for reporting.
<b>Anti-FWAM Specialist</b>	High school graduate. Two to five years call center or front office medical facility experience	Receives, researches, and reports on allegations of potential or actual fraud, waste, abuse, and misuse (FWAM). Leverages internal and external resources, including communications with recipients, facilities, clients, law enforcement, and other parties, to fully investigate potential or actual FWAM.
<b>Claims Lead</b>	A high school diploma or equivalent with previous experience in data processing. One to two years of experience leading staff preferred.	Responsible for assisting the management team with oversight of the verification and processing of transportation billing with accuracy and in a timely manner and serves as a liaison between the NEMT Providers and LogistiCare.
<b>Claims Processor</b>	Previous experience in data processing with adherence to quality performance metrics.	Responsible for verifying and processing NEMT Provider billing invoice forms in an accurate and timely manner.
<b>Compliance Manager</b>	Bachelor's degree or equivalent experience in similar role.	The Compliance Manager ensures contract fulfillment of insurance requirements and credentialing of sub-contractor vehicles and drivers. The Compliance Manager ensures that the Field Monitors keep vehicle inspections current and provide adequate trip monitoring. The Compliance Manager provides leadership support on the development, implementation and execution of all LogistiCare compliance program efforts that establish a culture within LogistiCare promoting adherence to relevant federal and state laws, contract standards, and LogistiCare's ethical standards. The



## STAFF ROLES, RESPONSIBILITIES AND SKILLS

Role	Skills/Qualifications - Preferred	Summary of Responsibilities
<b>Compliance Specialist</b>	Six months to one year prior in-bound call center experience and/or prior customer service experience; ability to correspond effectively with both internal/external clients.	Compliance Manager will facilitate communication to manage these expectations in a timely manner. Confirms contract fulfillment of insurance requirements, credentialing of sub-contractor vehicles and drivers; serves as the primary contact for assigned operations centers in the support and completion of contractual credentialing obligations.
<b>Outreach and Communications Manager</b>	A bachelor's degree, licenses, skills and at least two years' qualified experience. The bachelor's degree may be substituted with four years of full-time or equivalent part-time paid NEMT experience in addition to the specified two years of experience.	The Outreach and Communications Manager functions as an advocate within the NEMT system for members and healthcare facility personnel by providing in-service training to facilities on how to use NEMT services effectively and to promote positive relationships. Responsible for overseeing outreach activities and managing a team of Care Managers, Utilization Review Specialists and Appointment Verification Specialists.
<b>Appointment Verification Specialist</b>	Three years of customer service experiences and proficient knowledge of Microsoft Excel and Word.	Personifies the standards of the social work profession in the NEMT field by promoting the core social work values of social justice, personal dignity, human relationships, integrity and competence throughout the organization. Interact with facility social service staff to coordinate patient trips.
<b>Network Manager</b>	Bachelor's degree or equivalent experience in similar role. Prior experience as a regional manager, trainer or field inspector desired. Prior audit experience and/or knowledge of Medicaid guidelines.	Responsible for ensuring NEMT Providers who contract with LogistiCare meet and exceed the compliance requirements contained in our contract; performs random and/or assigned field investigations and vehicle inspections to assure compliance with all ADA and other federal, state, and local regulatory standards.
<b>Field Monitor</b>	Experience with transportation and/or vehicle maintenance; prior audit experience and/or knowledge of Medicaid guidelines.	Confirms NEMT Providers are adequately monitored; including contract performance, bi-annual inspections, field and vehicle investigations and compliance with all ADA and other federal, state, and local regulatory standards.
<b>Public Transit Representative</b>	Two years of prior customer service experience with heavy phone volume;	Educates facilities about LogistiCare and NEMT; provides facilities with information about available features such as gas

## STAFF ROLES, RESPONSIBILITIES AND SKILLS

Role	Skills/Qualifications - Preferred	Summary of Responsibilities
	one to two years of public transit experience preferred.	reimbursement, bus passes and how to complete various paperwork and reports; interacts with facility social service staff to coordinate patient trips; solves specific patient issues with facility case manager (initiate schedule changes, routing suggestions, provider changes, etc.). Distributes bus/rail tokens and passes to members that qualify.
<b>Care Manager</b>	High school graduate or equivalent. Experience interacting with health plans and healthcare facilities strongly preferred. Three years relevant work experience strongly preferred. At least one year experience as an outreach or provider relations representative strongly preferred.	Functions as advocate within the non-emergency medical transportation system for members and healthcare facility personnel by providing in-service training to facilities on how to use NEMT services effectively and to promote positive relationships.
<b>Quality Assurance Specialist</b>	One to two years of customer service experience; three years of experience leading and supervising staff; BS/BA degree preferred, high school diploma or GED required; experience interacting with mental health and elder care facilities/programs; knowledge of clinical UR and QA, Medicaid, Medicare guidelines/covered services.	Executes the QA Plan which includes Complaint/Concern management, Notice of Action investigation/ resolution and special projects as needed. Identifies highest complaint categories and devises action plans and monitors complaints for immediate and effective reduction for those categories.
<b>Provider Relations Manager</b>	A bachelor's degree, licenses, skills and at least two years' qualified experience. The bachelor's degree may be substituted with four years of full-time or equivalent part-time paid NEMT experience in addition to the specified two years of experience.	Oversees the transportation department ensuring day-to-day objectives are met and the effective routing and managing of trips for the operation. Conducts quarterly town-hall style meetings with providers throughout the state to discuss performance as a whole, discuss systemic issues and policy changes, and to conduct trainings based on the needs of the group. Also, the Provider Relations Manager holds one-on-one meetings to discuss expectations, the Provider Performance Score Card, upcoming credentialing/inspections, updates for expiring docs, and to perform spot checks of their vehicles and facilities.
<b>Business/Data Analyst</b>	Bachelor's degree required. Data mining experience required, work with large	Complete monthly reporting and analysis for managers and client. Prepare pro forma profit

## STAFF ROLES, RESPONSIBILITIES AND SKILLS

Role	Skills/Qualifications - Preferred	Summary of Responsibilities
	data files. 0-2 years of work experience as a Financial/Reporting Analyst or related field preferred.	and loss statements based assumptions obtained from analysis. Works with other members of operations for standard and ad-hoc report analysis.
<b>Call Center Trainer</b>	Two to five years of heavy phone volume customer service experience, including inbound call center experience; one year of demonstrated experience coaching and training call center staff.	Provides all business units with necessary training to assure proficiency in daily operations. Assists Call Center Manager and Leads in overseeing CSR performance and providing re-training as needed.
<b>Transportation Manager</b>	Bachelor's degree or equivalent experience. Experience, preferable with demand response transportation management; over three years of experience leading and supervising staff.	Responsible for assuring timely services for members from subcontracted providers to include oversight/management of all relations with subcontractor providers.
<b>Transportation Supervisor</b>	High school graduate or GED required. Over five years of experience preferably with demand response transportation management preferred. Previous call center experience.	Works with Transportation Manager to monitor daily transportation. Assists Transportation Coordinators with complex scheduling issues.
<b>Transportation Coordinator</b>	One to two years of experience; prior inbound call center experience and/or prior customer service experience with at least one year of heavy phone volume preferred; transportation experience to include: trip assignment, rerouting, and dispatch; knowledge of Medicaid guidelines.	Schedules, routes, and dispatches trips, as needed; assists with the coordination of public transportation; works closely with NEMT Providers and health care facilities to resolve problems.
<b>Utilization Review Specialist</b>	At least one year of customer service experience in a medical environment; prior front office medical experience, medical case management and/or medical social work experience.	The UR Specialist is responsible for eligibility determinations, verifying appropriateness of service levels, denials and appeals, exceptional distance monitoring, and confirming utilization of the closest medical provider, and processes the utilization report analysis. This role is also responsible for identifying utilization and billing trends that may signal potential fraud and/or abuse before the trip occurs.

## LogistiCare's Wholly Owned Subsidiaries

Each of our subsidiaries was acquired or created as we developed and grew our non-emergency transportation management operations. LogistiCare is the parent company to the six subsidiaries described below.

### Circulation, Inc.

In September 2018, we acquired Circulation, Inc. to help us advance our central mission of reducing transportation as a barrier to healthcare. Circulation was founded in early 2016 to enable better movement of people and disrupt the traditional NEMT marketplace using enhanced technology and analytics.

### Provado Technologies, LLC

Provado Technologies serves as our technology center and houses all of our IT and telecommunications infrastructure, including our proprietary transportation management enterprise system. Because of the substantial call center and telecom resources required to manage our non-emergency medical transportation brokerage contracts, and to better manage those resources, in 2004 we acquired a small telecom hardware system, maintenance, and support company, which was subsequently merged into Provado Technologies.

### Ride Plus, LLC

Ride Plus, LLC., is a technology services provider that offers smartphone and tablet applications through which independent drivers can coordinate and perform peer-to-peer rideshare services. Ride Plus does not own vehicles or employ drivers that perform rideshare services.

### Red Top Transportation, Inc. and Health Trans, Inc.

These two subsidiaries are small transportation management companies acquired in 2003 to service clients in Miami-Dade County, Florida. The contracts once held by Red Top and Health Trans are now held by LogistiCare Solutions, and these corporate entities are no longer functionally active.

### LogistiCare Solutions Independent Practice Association (IPA), LLC

This entity was formed in consultation with a client and New York State regulators so we could do business as a NEMT broker in New York. Since its creation, state regulators have confirmed that an IPA structure is not required to do business in New York, and the entity is functionally inactive.

## LogistiCare's Corporate Leadership

The West Virginia business office and call center will continue to be supported by our corporate leadership staff. These individuals are thought leaders, who are highly educated and experienced executives. Throughout the contract's lifecycle, each will apply their expertise in program development and management to make sure West Virginia's NEMT program is successful and compliant. In the following table, we define each of our corporate leader's roles as well as their associated responsibilities.

CORPORATE LEADERSHIP ROLES AND RESPONSIBILITIES	
Name and Experience	Role and Responsibilities
<b>Dan Greenleaf</b>	<b>President and Chief Executive Officer</b>
<ul style="list-style-type: none"> <li>Senior executive with over 25 years of experience as a leader serving large healthcare companies</li> <li>Healthcare leader who has a distinguished track record of driving operational excellence, enhancing growth and creating value for shareholders.</li> <li>Graduated from Denison University with a Bachelor of Arts in Economics and holds a MBA in Health Administration from the University of Miami.</li> <li>Retired military veteran, having served as a captain and navigator in the U.S. Air Force.</li> <li>Based in Denver, CO</li> </ul>	<ul style="list-style-type: none"> <li>Oversees performance on all LogistiCare contracts to guide overall project success</li> <li>Ensures all programmatic components are operating as planned and contracted</li> <li>Develops key client relationships with NET/NEMT stakeholders, including Medicaid Directors, Health Secretaries/Commissioners, and Governors</li> </ul>
<b>Albert Cortina</b>	<b>Chief Operating Officer</b>
<ul style="list-style-type: none"> <li>Financial and operational leader with more than 25 years of experience in logistics, healthcare, and transportation management</li> <li>Earned a BS in Accounting from Florida State University and is a licensed Certified Public Accountant.</li> <li>Based in LogistiCare's Atlanta, GA corporate office</li> </ul>	<ul style="list-style-type: none"> <li>Oversees key financial and operational aspects of LogistiCare's transportation management projects</li> <li>Manages encounter information and all performance and financial compliance audits</li> <li>Provides important input into the company's business development and growth strategies.</li> </ul>
<b>Kathryn Stalmack</b>	<b>General Counsel</b>
<ul style="list-style-type: none"> <li>Chief Legal Officer and General Counsel with more than 20 years of experience leading health organizations to manage risk and improve quality and performance.</li> <li>Received a bachelor's degree in science from Miami University in Oxford, Ohio and a juris doctorate degree from Loyola University Chicago School of Law.</li> <li>Based in Denver, CO</li> </ul>	<ul style="list-style-type: none"> <li>Oversees all legal matters relevant to the company including contracting, litigation, and regulatory compliance</li> <li>Responsible for Company's Code of Conduct and Compliance and Ethics Program and Training</li> </ul>
<b>Walt Meffert</b>	<b>Chief Information Officer</b>
<ul style="list-style-type: none"> <li>More than 20 years of experience in multiple industries including high-tech, online service, e-commerce, telecommunications and healthcare.</li> <li>Graduated from GE Edison Engineering Development Program (EEDP) and holds a BS in</li> </ul>	<ul style="list-style-type: none"> <li>Oversees both technology and telephony systems</li> <li>Responsible for establishing and executing the company's vision for the industry, leading administrative and technology solutions focused on the delivery of an excellent customer</li> </ul>



<p>Computer Science from University of Maryland and a Master of Science in Computer Science from John Hopkins University.</p> <ul style="list-style-type: none"> <li>• Based in Denver, CO</li> </ul>	<p>experience across all LogistiCare's business areas.</p>
<b>Kevin Dotts</b>	<b>Chief Financial Officer</b>
<ul style="list-style-type: none"> <li>• Adept strategic professional with over 30 years of successful experience as a finance and accounting executive at multiple technology companies.</li> <li>• Received a bachelor's degree in finance and computer systems management from Drexel University.</li> <li>• Based in LogistiCare's Atlanta, GA corporate office</li> </ul>	<ul style="list-style-type: none"> <li>• Leads a team of over 60 professionals in the areas of Finance and Accounting, Treasury, Tax, Investor Relations, Operations Finance, Procurement, Pricing and Contract negotiations, and Business Intelligence</li> <li>• Responsible for team of 170 individuals who process NEMT Provider claims</li> <li>•</li> </ul>
<b>Jody Kepler, J.D., LL.M</b>	<b>Chief Compliance Officer</b>
<ul style="list-style-type: none"> <li>• More than 15 years of experience serving as senior compliance and legal counsel in the healthcare industry.</li> <li>• Considerable expertise in regulatory compliance, privacy and security</li> <li>• Holds a bachelor's degree, a juris doctorate degree in Health Law and a Master of Law degree (LLM).</li> <li>• Based out of Denver, CO</li> </ul>	<ul style="list-style-type: none"> <li>• Oversees the development, implementation, maintenance of, and adherence to privacy policies and procedures regarding the safe use and handling of protected health information (PHI) in compliance with federal and state HIPAA regulation.</li> <li>• Ensures that operations develop and maintain key metrics monitoring compliance with any area considered to be of high risk.</li> </ul>
<b>Julie Correll</b>	<b>Chief Ethics Officer</b>
<ul style="list-style-type: none"> <li>• More than 30 years of legal, compliance and ethics experience.</li> <li>• Earned a BA in Political Science and Philosophy at Northern Illinois University and a juris doctorate degree from Loyola University Chicago School of Law.</li> <li>• Based in LogistiCare's Atlanta, GA corporate office</li> </ul>	<ul style="list-style-type: none"> <li>• Implements and oversees all Medicare/Medicaid program integrity compliance activities, including drafting policies and procedures and developing code of conduct training.</li> <li>• Oversees LogistiCare's Fraud, Waste and Abuse prevention program, including overseeing our Special Investigations Unit.</li> </ul>
<b>Laurel Emory</b>	<b>Senior Vice President, Human Resources</b>
<ul style="list-style-type: none"> <li>• Twenty years of experience in organizational leadership and human resource development.</li> <li>• Her career includes 20 years of experience in strategy, administration, and operations, primarily in healthcare and education.</li> <li>• Earned a Ph.D. in the discipline of Organizational Leadership, a MBA and a Bachelor of Science degree in Theology.</li> <li>• Based in LogistiCare's Atlanta, GA corporate office</li> </ul>	<ul style="list-style-type: none"> <li>• Directs and coordinates with the local office on human resources activities such as hiring, employment, compensation, employee and labor relations, benefits training, and employee services</li> <li>• Develops policy and advises on HR policies, regulations, and standards</li> <li>• Oversees ethics investigations, prepares ethics and compliance risk assessments and risk mitigating work plans, manages auditing and</li> </ul>

	monitoring activities and works with clients and law enforcement on FWA cases.
<b>Chris Echols</b>	<b>Executive Vice President, Contracts and Pricing</b>
<ul style="list-style-type: none"> <li>• Senior leader with over 22 years of management experience</li> <li>• Responsible for pricing, underwriting, contract analysis, client reporting and contract audits.</li> <li>• He previously served as the SVP of Operations for the Atlantic Region.</li> <li>• Received his Bachelor of Science degree in management with a concentration in accounting from Georgia Tech.</li> <li>• Based in LogistiCare's Atlanta, GA corporate office</li> </ul>	<ul style="list-style-type: none"> <li>• Oversight of West Virginia and Virginia operations</li> <li>• Fosters successful operations for full NEMT programs</li> <li>• Confirms NEMT operation has all necessary resources required</li> <li>• Works with executives, administrators, legislators, and transit and healthcare associations</li> <li>• Supports Project Manager in maintaining a scalable, quality program that ensures client satisfaction</li> </ul>

## Implementation Team Roles and Responsibilities

Our Implementation Project Manager, Ann Bourne and Implementation Associate Project Manager, Cindy Franklin, were both actively involved in the statewide implementation of LogistiCare's NEMT operations for the State of West Virginia in 2018. That implementation phase, which included operational readiness reviews, was extensive, detailed, and most importantly extremely successful. LogistiCare's success in the West Virginia implementation was recognized not only by the Bureau, but by the Governor's office, who issued a proclamation in appreciation of our accomplishments by declaring October 22, 2018 "LogistiCare Day" in West Virginia. Given Ann and Cindy's combined 30 years of NEMT industry experience, and first-hand experience in West Virginia, we are offering the Bureau a no-risk, 60-day implementation plan managed by seasoned professionals. In the following table, we list the members of our Implementation team and their responsibilities for the West Virginia contract.

WEST VIRGINIA'S IMPLEMENTATION TEAM	
Name	Location
<b>Ann Bourne</b>	<b>Chestertown, MD</b>
Implementation Project Manager	The Implementation Project Manager (IPM) leads communication between LogistiCare and the Bureau and ensures the program's implementation meets timeline and budget requirements. The IPM coordinates with all departments and prioritizes project tasks, manages timelines, maintains project plans, and communicates the transition status to corporate leadership and the Bureau, as needed. The IPM participates in all offsite and on-site client meetings; oversees development of deliverables and policy manuals; and, submits deliverables to the Bureau. Ms. Bourne led the highly successful implementation of NEMT services for BMS in 2018.
<b>Crystal Richardson</b>	<b>Charleston, WV</b>
Implementation Assistant Project Manager	Ms. Richardson will serve as the Implementation Assistant Project Manager. She will assist the IPM with the program establishment and quality requirements while ensuring

compliance with all contract metrics, standards, and financial goals. As the Implementation Assistant Project Manager, Ms. Richardson will continue to develop and sustain relationships with local managers and use her advanced understanding of the contract terms to set processes and behaviors that meet or exceed program expectations. Besides assisting with the training and mentoring of all contract managers, she will work with the Implementation Project Manager and Implementation Associate Project Manager to create high quality deliverables.

**Cindy Franklin****Mechanicsville, VA**

Implementation Associate Project Manager

As past WV Project Manager, Ms. Franklin will assist in contract implementation by serving as the Implementation Associate Project Manager. In this capacity, she will coordinate with the Implementation Project Manager and Implementation Assistant Project Manager to ensure the successful deployment of the Bureau's statewide contract. She will continue to provide support to the WV operation to ensure its continued success.

**DeAndre House****Charleston, WV**

Implementation Call Center Manager

As the current Call Center Manager for the WV Operations, Mr. House will serve as the Implementation Call Center Manager. He will lead the Call Center staff in their efforts to continuously meet all operational and contractual goals, as well as monitor their individual performance. Mr. House will ensure proper recruitment, training, staffing, and technology to handle call volume and contractual requirements and will monitor training to ensure proper CSR education occurs. He will recommend call center processes and policies to ensure the Operations Center will excel in its contractual performance.

**Carla Corona****Charleston, WV**

Implementation Provider Relations Manager

As the current Assistant Manager for the West Virginia contract, for the implementation, Ms. Corona will oversee network development and provider relations necessary to meet the requirements of the new contract. She will employ analysis of utilization and level of service data to identify areas to recruit NEMT Providers. Helping to lead provider recruitment for the WV Operations, she will continue to conduct rate negotiations and oversee Provider training and orientation. Ms. Corona will continue regularly interacting with the current Provider Relations Departments to ensure NEMT Providers are compliant and capacity is adequate for NEMT demand.

**Chelsie Jones****Charleston, WV**

Implementation Quality Assurance Specialist

Uses RFP, contract, and other BMS-provided requirements to develop clear and accurate policies and procedures that are in turn used for training employees and customizing the program's business rules engine and other advanced technology. Works closely with all departments to ensure all program requirements are documented and approved.

**Edrienne Calugay****Charleston, WV**

Implementation Outreach &amp; Communications Manager

As the Outreach and Communications Manager for our WV operations, Ms. Calugay will work with WV authorized users, facilities and members on an ongoing basis. With her knowledge of both and her established relationships, she will lead any outreach and education efforts required under the guidance of the Implementation Project Manager.

<b>Jon Gerson</b>	<b>Jacksonville, FL</b>
Implementation IT Integration Project Manager	The Implementation IT Integration Project Manager will oversee and provide assistance will all Information Technology requirements of contract to ensure they are in place, tested, and ready for program go live and beyond.
<b>Clark Phipps</b>	<b>Norton, VA</b>
Implementation Human Resources Manager	Oversees candidate sourcing, hiring, and orientation into LogistiCare's culture. Ensures all new staff are screened and properly vetted, and that clear expectations regarding employment, performance, and behavior are established. Facilitates human resource training that complies with all State, Federal, and internal regulations.
<b>Matthew Griffith</b>	<b>Charleston, WV</b>
Implementation Call Center Trainer	As the Implementation Call Center Trainer, Mr. Griffith will develop materials and provide training on any new aspects of the program as required by the contract. Training will be provided to all staff levels, and include Managers, Leads, Customer Service Representatives, and all other staff to meet operational and contractual goals while maximizing the potential of each employee supervised. He will monitor performance to ensure proper education occurs and will recommend and/or initiate processes and policies to ensure West Virginia's staff excel.

#### 4.3.1.3 Call Center Staff Job Descriptions and Requirements

*Job descriptions and requirements for Call Center staff demonstrating a high school diploma or equivalent certification and all management staff demonstrating a bachelor's degree and at least two (2) years qualifying experience for this project.*

As an incumbent broker, LogistiCare is in an advantageous position to provide seamless NEMT service for the Bureau and its Medicaid NEMT program members. Our Charleston, West Virginia location houses all of our key staff and support staff, including more than 50 CSRs. In fact, all of our West Virginia call center staff and management are local West Virginia residents. Hiring locally allows us to tap into residents' familiarity with their communities and helps strengthen the local economies of the communities we serve.

Our West Virginia call center staff is experienced in providing prompt, courteous, and professional call center assistance as they currently provide the following RFP-required services:

- Fielding requests for transportation services
- Providing information about transportation services
- Handling calls to register complaints

In addition, call center staff responsibilities include:

- Resolving problems that may arise during a trip
- Responding to reports of fraud and/or abuse
- Responding to other telephone and written inquiries from members and their representatives, health care providers, NEMT Providers, and other stakeholders

Whenever required, we will hire additional staff familiar with local resources, topography and needs. CSRs are required to have a high school diploma or equivalent certification. Call center management staff must



have a bachelor's degree, or the equivalent experience in a paid NEMT role, and at least two years of additional qualifying experience for the project, preferably. Please refer to **Attachment 5** for detailed job descriptions.

#### 4.3.1.4 Off-Site or Subcontractor Quality and Timeliness

*For any proposed work to be performed off-site, including work of subcontractor(s), the bidder should describe the assurance of quality and timeliness of the work done off-site or through subcontractors.*

While LogistiCare does not subcontract core administrative functions to outside organizations, we do perform some functions off-site, either because of the nature of the work, or to leverage operating efficiencies. Here is a list of the functions that are performed off-site and how we assure the quality and timeliness of the work done.

- ▶ **Claims Processing:** Claims Processors at LogistiCare's West Virginia office are fully supported by the corporate Claims Department in Norton, Virginia. Working together, the team manages adjudication and processing for the timely payment of all claims in compliance with the Bureau's rules. The Virginia's Claims Department processes claims daily. To eliminate attempted fraud, waste, abuse, and misuse, all claims undergo a trip verification and validation process which entails comparing information from the drivers' log to the authorized trip record stored in our transportation management platform. Our payment processes are efficient, accurate, timely, and according to best-practice accounting procedures and contractual terms. Additionally, within our operations center we employ a Utilization Review team that focuses on trips and/or NEMT Providers and members that may raise certain "red flags" prior to payment of any claims. This department oversees the prior authorization process and manages transportation validation.
- ▶ **After-hours calls:** Calls placed to our West Virginia facility after normal business hours, including weekends and federal holidays, are routed to our Norton, Virginia call center, which is staffed 24 hours per day, seven days a week. Our CSRs in Virginia are thoroughly trained and familiar with the BMS NEMT program rules and conduct thorough scripted interviews during the reservation process to match each West Virginia member to the least costly, most appropriate level or mode of transportation to a Medicaid-covered service using a BMS-approved call script. Management uses established metrics, policies, procedures, monitoring, and reporting to confirm the quality and timeliness of the work.
- ▶ **Voiance Over-the-Phone Interpretation (OPI) services:** Voiance bridges the communication gap for members who need access to language assistance. Voiance OPI is a reliable telephonic interpretation service available 24 hours per day, seven days a week to West Virginia NEMT members calling LogistiCare. Employee interpreters receive training in a classroom setting through a standardized curriculum. Upon receiving certification, interpreters receive coaching and regular monitoring for quality. The Voiance contact center model helps ensure that rigorous privacy and security controls are followed. Voiance must adhere to LogistiCare's contractual requirements for service and quality, which are monitored and tracked by our call center management team.
- ▶ **NEMT Providers:** We have an established network of NEMT Providers that provide members in all 55 West Virginia counties with non-emergency transportation services. Our network consists of more than 137 NEMT Providers with 579 vehicles, that delivered more than 2.1 million trips in 2019. Through continual monitoring and oversight of our network, we assess NEMT Provider quality so that Provider performance meets or exceeds established performance goals. Some of the methods and tools LogistiCare uses to monitor and oversee NEMT Providers includes, but is not



limited to, performance scorecards, Provider meetings, post-trip surveys, random on-site visits and field observations, bi-annual inspections, and a secret rider program.

- ▶ **Field Staff:** There are a several employees who are based at our Charleston, West Virginia office who spend much of their time working off-site for the benefit of the NEMT program. These positions include Field Monitors, Care Managers and our Provider Relations Manager. Here is a brief summary of the off-site work they do:
  - **Field Monitors:** Trained Field Monitors physically inspect vehicles bi-annually to confirm compliance with all local, state, and federal requirements, and manufacturer's safety, mechanical, operating, and maintenance standards. Unlike brokers that prefer to conduct vehicle inspections remotely, every vehicle considered for member transports is personally examined and apparatuses, such as wheelchair lifts and communication equipment, are tested. Field Monitors use HIPAA-compliant mobile technology to capture date, time, geo-location, and photographs of every vehicle they inspect. With the tablets, Field Monitors can directly upload inspection information into the NEMT Provider's profile within our transportation management platform. While this process helps with the Provider monitoring process, it also assures that Monitors are compliant and efficient when performing their duties.
  - **Care Managers:** Functions as advocate within the non-emergency medical transportation system for members and healthcare facility personnel by providing in-service training to facilities on how to use NEMT services effectively and to promote positive relationships.
  - **Provider Relations Manager:** The Provider Relations Manager travels around the state to conduct quarterly town-hall style meetings with providers. During these meetings, they discuss performance as a whole, systemic issues and policy changes, and the NEMT Providers receive trainings based on the needs of the group. Also, the Provider Relations Manager holds regular one-on-one meetings with NEMT Providers to discuss expectations, the Provider Performance Score Card, upcoming credentialing/inspections, updates for expiring docs, and to perform spot checks of their vehicles and facilities.
- ▶ **Implementation Support:** The proposed implementation team includes some support personnel who reside outside of West Virginia. However, these employees will travel to West Virginia as needed for readiness reviews, meetings, or to perform on-site tasks. During the implementation phase, these team members will provide off-site duties such as information technology support, human resources support and project management support.
- ▶ **Corporate Functions:** In addition, the Bureau will have the full support of LogistiCare's entire corporate workforce, including our staff at our headquarters in Atlanta, Georgia. Every department within LogistiCare has a role in ensuring a successful implementation of new requirements and ongoing operations. These teams will be engaged and aligned in support of the West Virginia NEMT program. Corporate functions include, but are not limited to, human resources, implementation management, information technology, quality assurance, compliance, legal, reporting, and market operations. Our West Virginia Operations Policies and Procedures Manual was developed, and will be updated, in accordance with the unique features of the West Virginia NEMT program. Our processes comply with local, state and Federal rules, regulations and laws. Additionally, we undergo an annual audit to verify that we are in full compliance.

### 4.3.1.5 Staff Retention

*Approach to staff retention and ensuring continuity of staff to include employee continued education/training programs, employee performance incentives, and other employee benefits/programs that provide for staff enhancement in education and/or performance. The Vendor is to assume all cost associated with referenced programs.*

At LogistiCare, we recognize that high turnover not only affects the level of service members receive, but can also be expensive and drive down productivity. We use proactive strategies to retain our employees and offer professional development strategies to help those that demonstrate our core values and work ethic advance in their career. All costs associated with these programs are assumed by LogistiCare.

### Professional Development

Training and professional growth are central to LogistiCare's culture. We identify talent, help cultivate skills, and develop leaders who manage efficient NEMT brokerage programs. We have a longstanding history of promoting from within our organization and mentoring our employees to grow from entry-level staff to senior leaders. We also establish performance and career goals, and help employees define and achieve realistic developmental milestones to support their advancement.

Our talent management software serves as a performance appraisal process and workflow solution that helps manage, develop, and retain employees. Managers and employees use the software to develop clear expectations and to define career goals and competencies. The software has efficient, automated features that allow individuals to track their progress to achievement, at any time, and create targeted development plans. Through the platform, we can also discern whether employees are at-risk and determine the best strategies for retention and skill development.

West Virginia's Assistant Manager, Carla Corona, is a prime example of the interest we take in our employees' professional development. Ms. Corona began working at LogistiCare in 2006 as a Transportation Manager in our Las Vegas, Nevada office. She learned all aspects of LogistiCare's operations, including outreach, call center management, and transportation coordination, before being promoted. She served as a Quality Assurance Manager, followed by a promotion to Director of Operations. Currently, she helps manage more than 100 full-time employees in our West Virginia office.



*Working in the WV Operation has been a genuine experience, filled with change and opportunities."*

Carla Corona | Assistant Manager



### Performance Incentives

On a corporate level, LogistiCare has established focus groups inclusive of representatives throughout the organization to identify performance incentive opportunities. One such initiative that is in the early stages is our compensation strategy. To improve internal career growth opportunities, we are developing a career matrix in which all of the jobs across the company can be matched to career levels and geographic pay bands. This means that team members across our organization with like jobs with similar complexities and responsibilities will be calibrated to each other. This will provide a consistent compensation strategy for all

jobs in the company and clear career path mapping to promote career growth and longevity. Additionally, we plan to roll out performance incentive programs to retain and motivate our CSRs to exceed their expectations. Each incentive program will be designed to encourage the use of best practices and require CSRs to meet their performance standards, at a minimum, to receive incremental increases in pay, bonuses, and/or promotion(s). Using performance programs in other markets, we have witnessed:

- Reduced error rates and minimized “re-works”
- Improved call quality and productivity
- Increased job satisfaction and decreased turnover
- More importantly, the programs have stimulated our CSRs to use critical thinking and problem solving to provide service excellence and to continually strive for positive interactions on every call.

In our Georgia contact center, we use a tiered progression program that correlates hourly pay to skill level, performance, and time with the company. For instance, a CSR that has been with LogistiCare for 90 or more days and meets or exceeds all performance expectations is able to take a skill assessment to demonstrate their familiarity with the program’s processes, policies, and procedures. If they achieve a score of 85 percent or higher and have no corrective actions for behavior or attendance, they are eligible for a promotion to a Level 1 CSR as well as an incremental increase in pay.

## Workplace Culture

Just like every member matters, so do each of our employees. We want our employees to enjoy their workplace and to be effective, productive members of the LogistiCare team. When hiring, we choose individuals that embody our core values and that are able to uphold our culture of care. We support open communication, two-way feedback, and recognize those that go above and beyond their assigned duties. In addition, we encourage staff to exercise their social responsibility and to participate in programs that benefit local families and members.

### Communication

We foster a team dynamic and keep employees engaged by sharing best practices that keep the company moving forward. We maintain regular communication with staff through quarterly newsletters, social media, and our internal streaming publication – ‘Look @ LogistiCare’. Using wall boards that broadcast up to date information, we recognize local employees for their successes, anniversaries and other important milestones.

### Solicit Feedback

We give our employees a voice and use their feedback to create a better workplace. Each year we ask all full-time staff to participate in our annual employee survey to identify things we are doing well and ways we can improve. We also maintain an open-door policy to encourage information sharing between our senior leaders, managers, and employees.

### Help the Community

Volunteering is a key driver of LogistiCare’s workplace culture that positively influences our local communities and motivates employees to engage with one another. Since 2013, LogistiCare and its employees across the country have raised funds on behalf of the National Kidney Foundation (NKF), a non-profit organization dedicated to the awareness, prevention, and treatment of kidney disease. Each year our national coordinator

plans fundraising activities, such as fundraising walks, that engage our employees and encourage friendly competition between our various offices. The money LogistiCare raises not only helps NKF spread awareness about kidney disease, it also helps to provide such tools as educational resources for kidney patients and transplant recipients in the communities we serve. Additionally, each year our various business offices/call centers engage in a holiday food and coat drive competition. In 2019, the West Virginia operation center collected generous amounts of food and clothing items that were donated to a local charity organization called The Mountain Mission.

### Recognize Excellence

Each of our call centers uses different tactics to create a fun and rewarding atmosphere that stimulates productivity. In West Virginia, our management team initiated a ‘kudos’ program to recognize individuals that consistently provide an excellent member experience. That means management sends a personalized kudos email to the entire center to recognize that individual CSR.

### Continuing Education Program

Employees who wish to continue their education while maintaining their full-time jobs show a commitment to improving themselves and their positions within the company. To encourage and reward these employees, LogistiCare offers an Education Assistance Benefit. The objective of this program is to assist employees in furthering their education to enhance current skills and improve their potential for advancement within the company. Details of our flexible Continuing Education Program, for which LogistiCare assumes all associated costs, are provided below.

### Educational Assistance Benefit

LogistiCare may reimburse full-time, regular employees who have completed at least one full year of employment at LogistiCare for education costs for courses approved by LogistiCare. The approval for reimbursement depends on the courses and their relevance to the employee’s current or potential position within LogistiCare. To receive the Educational Assistance Benefit, employees must obtain approval from their direct manager, operation’s Project Manager or appropriate the Human Resources Department prior to commencement of each course, per semester. Approved tuition reimbursement is processed via LogistiCare’s electronic expense reimbursement system. Employees may pursue a degree or take individual courses at an approved and accredited educational institution under this program.

### Benefits

We employ a diverse group of individuals and recognize that the perks of working for a company should extend beyond salary and internal factors. Our compensation package includes a number of benefit options to help employees safeguard their personal well-being and financial future. This includes the following, among others:

- Health Insurance
- Accident Insurance
- Health Savings Accounts (HSA)
- Education Assistance
- Accrued Sick and Vacation Time
- 401k
- Life Insurance
- Employee Discounts
- Employee Assistance

Some benefits are paid entirely by LogistiCare while others require contributions from our staff.

## Training

With more than 20 years of experience in building and operating customer service centers, LogistiCare has developed an approach and structure tailored to the needs of Medicaid agency transportation programs and their members. The formula is very simple – the right personnel trained well, with reliable infrastructure, an efficient and CSR centric transportation management platform, and ongoing support in a team environment.

Our training department trains all employees using a wide range of activities, including a nurturing Nesting Pod Training Model for CSRs, classroom programs, online courses, facilitated reviews, role play/job shadowing activities, and continuing access to job aides and mentors.

West Virginia employees are trained based upon their particular job role and function. Upon hire, all new employees are required to successfully complete Compliance Training. The following modules comprise our rigorous training program, which require satisfactory completion:

- Compliance and Ethics and Code of Conduct
- Employee Manual Attestation (attesting to receiving, reading and understanding)
- Preventing Discrimination and Harassment
- Workplace Diversity and Cultural Awareness
- American's with Disabilities Act
- Health, Safety, and Welfare Education Training
- URAC
- HIPAA Privacy and Security
- Medicare/Medicaid General Compliance and Fraud, Waste and Abuse
- Information Security

All new employees receive this thorough initial training and then refresher training at least annually, and more often if necessary.

### Program-Specific Training

The consistent delivery of high-quality customer service is a hallmark of our facilities nationwide, and our West Virginia call center is no exception. CSRs are trained to identify LogistiCare and themselves by name to each caller; treat all callers with dignity and respect; and process requests in a timely, responsive, and courteous manner. CSRs also receive thorough training on the West Virginia Medicaid program, Medicaid NEMT Program requirements, and pertinent CMS and HIPAA regulations.

All LogistiCare employees involved in the NEMT Program receive in-depth training from experienced trainers who are skilled in presenting curricula and supporting the success of their students. CSRs, supervisors, managers, and any other staff are trained on, among other things, how to proficiently use our transportation management system to confirm eligibility and schedule transportation requests.

### Nesting Pod Model

A unique feature of our training process for CSRs is a concept we call the "Nesting Pod." New CSRs transition from their two weeks of intensive classroom training to the Nesting Pod, which is quite literally a customer



service incubator where new associates take the most simplistic calls, under the watchful eye of a Call Center Trainer or Call Center Leads. Associates remain in the pod for an additional two weeks of hands on learning and mentoring. Before leaving the Nesting Pod, a new CSR will do a side-by-side session with their Lead, who must clear them before they can graduate. This process allows those who need additional time in the nest, to remain until they are fully qualified to provide quality customer service.

Our Call Center Manager, Call Center Trainer, and Leads rotate through the training program. While they are providing excellent instruction for our future CSRs, they are also honing their own customer care and training skills. Call center environments traditionally have a high turnover rate. According to Mercer's U.S. Contact Center Survey, turnover is highest for entry-level representatives and a leading cause is insufficient training. Our Nesting Pod assures that our CSRs have the skills and confidence they need to perform well, curbing turnover.

#### 4.3.1.6 Personnel Management

*Approach and methodology to personnel management to include contingency plans to ensure adequate coverage of program needs and requirements. The Vendor is to assume all cost associated with referenced programs.*

The Project Manager, Crystal Richardson, and the local management team are responsible for having adequate staffing during normal business hours; even when key employees are incapacitated due to illness, cannot safely make it to work due to inclement weather, or other reasons. As a standard practice, we cross-train employees who can backfill for other employees whenever there is a need. As a national company, we have geographically distributed staff that can support and supplement the work of a compromised locality. We can deploy a variety of business continuity strategies depending on the critical business function ranking and urgency communicated by Ms. Richardson or her designee.

#### Carrying Out Essential Functions

Our platform was designed to mitigate the impact of events that could disrupt our business. If employees responsible for carrying out essential functions are prevented from coming to the primary workplace, our platform enables our business operations to continue seamlessly. For instance, if needed, telephony services can be rolled over to another LogistiCare operations center, such as West Virginia's backup call center in Norton, Virginia.

Additionally, our call center technology and infrastructure allow us to shift calls seamlessly to CSRs across the country to use available capacity if a more serious event occurs. Our platform enables us to configure our platform with West Virginia's business rules, and the platform guides the CSRs through each activity. Therefore, all CSRs, regardless of where they are located, are able to continue to assist callers with transportation requests and other information until calls can again be routed to the Charleston, West Virginia call center.

#### Balancing Operational Efficiency

To help us balance our operational efficiency and safeguard that we have appropriate coverage, at all times, we use a Workforce Management (WFM) tool. The software uses predictive modeling, based on historical and real-time data from LogistiCare's Avaya ACD system, to predict future call volume and determine the number of staff needed to respond efficiently to West Virginia NEMT program inquiries and meet call center performance standards and expectations. The WFM software considers many factors affecting our employee

base such as absences, shift breaks, and meeting/coaching sessions along with forecasted call levels taking both call magnitude and distribution (interval arrival patterns) into consideration, to derive an employee schedule that confirms our clients' service levels are met or exceeded. The tool's real-time capabilities allow our team to monitor the call center's performance and call volumes, talk times, logged-in CSRs, speed to answer, and other service levels. When unexpected changes or potential risks develop, our management team is notified via systematic alerts and responds with real-time solutions. For instance, when a key metric such as average speed to answer increases, the system notifies the Call Center Manager to identify the issue and make changes to CSR schedules, or to reroute calls to less occupied local staff to make sure performance metrics are met.

### After-Hours Back-up

Calls placed to our Charleston, West Virginia call center after normal business hours, including weekends and federal holidays, are routed to our Norton, Virginia call center, which is staffed 24 hours per day, seven days a week — one of four such call centers that back up our local call centers nationwide and have a backup generator. Our call centers that operate 24 hours per day, seven days a week also back up each another, so if the Norton call center experiences, for example, a natural disaster, calls can be switched over to another around-the-clock call center. Members, their representatives, NEMT Providers, and medical facility staff will always be able to speak to a live CSR, regardless of the time of day or night. After-hours calls for last-minute or urgent reservations; confirmation of early-morning transportation; confirmation of weekend or holiday appointments for critical treatments such as dialysis; ride assistance; and hospital discharge requests will continue to be seamlessly rolled over to our NEMT call center in Norton, Virginia.

#### 4.3.1.7 Brokerage NEMT Service Experience for Similar Population

*The Vendor should describe their experience within the last five (5) years' operating a full brokerage NEMT Services program(s) for a population similar to that of West Virginia Medicaid, including with the following:*

*4.3.1.7.1 State Medicaid and/or other governmental NEMT programs*

*4.3.1.7.2 Providing NEMT or other transportation services*

*4.3.1.7.3 Brokering NEMT or other transportation services*

*4.3.1.7.4 Recruiting NEMT Providers*

*4.3.1.7.5 Operating an Automatic Call Distribution (ACD) system*

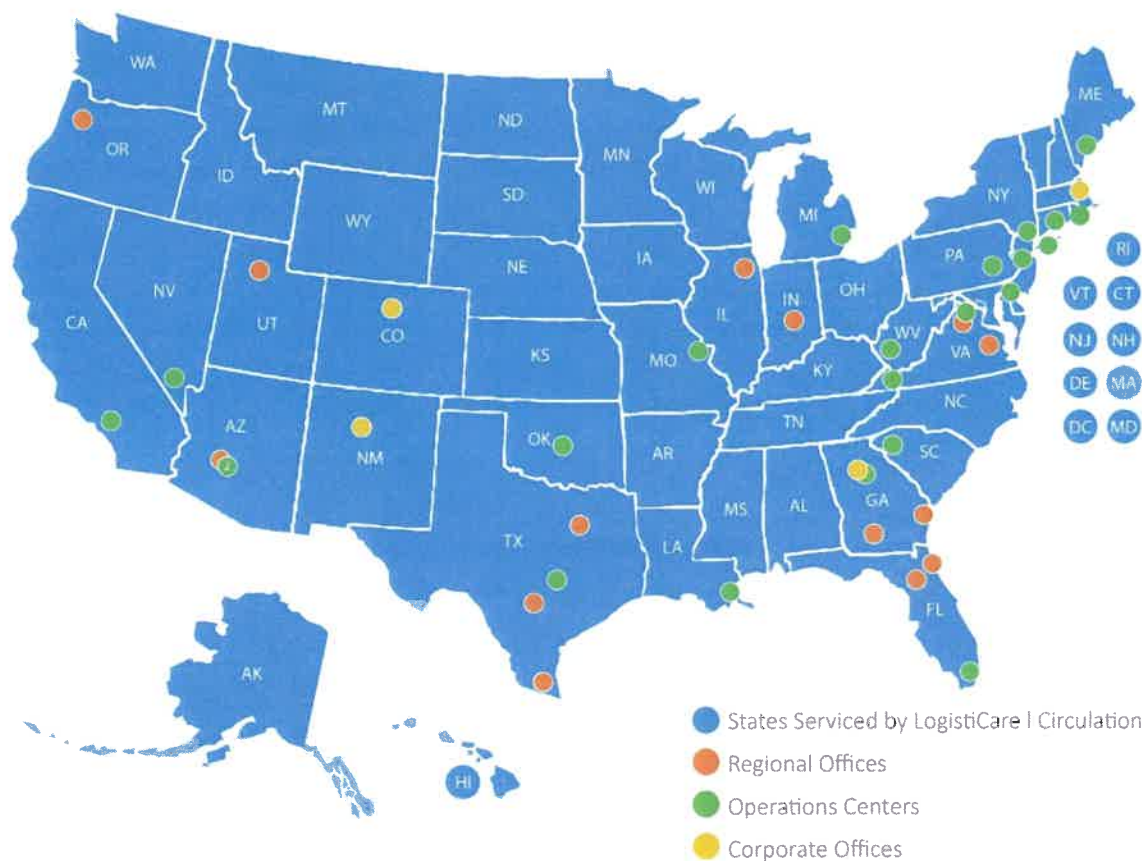
*4.3.1.7.6 Staffing a NEMT or other transportation services customer service call center*

*4.3.1.7.7 Developing and managing a transportation database, including reporting and transportation utilization analysis activities.*

LogistiCare's experience in the transportation industry dates back to 1986 developing data and technology solutions for ambulance vehicles. Seeing the challenges customers faced in controlling program costs as well as coordinating and monitoring transportation, LogistiCare broadened its scope to include NEMT consulting in 1991. By 1996, NEMT became LogistiCare's primary focus.

Over the years, we have grown to be the nation's largest provider of non-emergency medical transportation programs for state governments, managed care organizations (MCOs), hospitals, transit authorities, and school boards.

As pioneers of the NEMT industry, we stay true to our mission to “empower passionate people to provide quality access to human and health care services through technology, innovation, and community partnerships while meeting commitments to our stakeholders.” This unwavering commitment has allowed us to deliver quality service to nearly 24 million members nationwide and maintain a contract retention rate of 97.5 percent. Today, managing approximately 300 customized NEMT programs in 50 states and the District of Columbia, we are the largest transportation broker in the nation. We provide over 61 million trips per year and have gained a depth of experience that affords us the knowledge to scale and customize programs, right-size networks, and perform with accountability and integrity. Our nationwide presence is illustrated in the following map.



**Figure 4.3.1.7-1: National Presence: LogistiCare serves clients in 50 states and has a national support infrastructure.**

Our depth of experience managing NEMT programs means we have repeatedly faced — and overcome — a wide array of Medicaid transportation management challenges. Using lessons learned, and refined policies, procedures and processes we have perfected our ability to offer our clients budget stability, accountability, and improved efficiency and service — all while virtually eliminating systemic fraud and abuse.

The following features differentiate our organization from our competitors:

- **Scale:** Our nationwide presence includes nearly 4,000 employees working out of 30 offices and operations centers to support more than 300 client programs. In 2019, our 18 Utilization Review Accreditation Commission (URAC) accredited call centers efficiently responded to 26 million

calls. All locations use the same technology and have access to the same data, which provides reassurance to the Bureau that West Virginians can speak to live CSRs at all times, including emergency or disaster situations. We also managed over 61 million trips for over 24 million eligible Medicaid and Medicare members using a national network of more than 5,000 NEMT providers. Our resources provide our clients with multiple layers of support from both our human resources and our redundant, always-available operations infrastructure.

- **Experience:** As an industry leader for more than two decades, no other transportation broker has implemented and managed more NEMT programs across the nation in both urban and rural environments. Our NEMT program capabilities have provided our clients with fully integrated management solutions that enable efficient operations, reduced costs, and improved service. They also have provided a level of reporting and data management that exceeds each of our customer's needs.
- **Technology:** The LogistiCare transportation network management system combines proprietary software with aggressive quality management to offer a superior NEMT solution for our clients' transportation needs. At the core of our operation is innovative technology. We built our proprietary software system to improve the administration of medical and social services transportation programs through its integrated technology and open, flexible architecture. As a result, our platform enables improved member experience through easy-to-use access methods that efficiently connect them to safe and reliable transportation.

### State Medicaid or Other Governmental NEMT Programs

While LogistiCare currently manages more than 300 client programs, many through contractual relationships with MCOs, for the purposes of this response, we are focusing on the state Medicaid programs we directly manage. Our state Medicaid growth over the last 20 years has been organic—not achieved through mergers or acquisitions. We have worked to become the largest and most trusted broker in the industry by State Medicaid agencies, as evidenced through our 15 state-based contracts, eight of which are statewide programs.

- |            |              |                  |                 |
|------------|--------------|------------------|-----------------|
| • Delaware | • Michigan   | • Oklahoma       | • Utah          |
| • Florida  | • Missouri   | • Pennsylvania   | • Virginia      |
| • Georgia  | • New Jersey | • South Carolina | • West Virginia |
| • Maine    | • New York   | • Texas          |                 |



The following table provides a snapshot of the NEMT programs we currently manage.

State	Membership	Implement Cost Effective Strategies	Create Outreach Materials	Mobility Management	Local Customer Service Center	Manage & Subcontract Network	Monitor Quality Improvement	Work with Special Needs Populations	Coordinate with Stakeholders
Delaware	>199,000	✓	✓	✓	✓	✓	✓	✓	✓
Florida	>46,000	✓	✓	✓	✓	✓	✓	✓	✓
Georgia (3 Regions)	>813,000	✓	✓	✓	✓	✓	✓	✓	✓
Maine (5 Regions)	>145,000	✓	✓	✓	✓	✓	✓	✓	✓
Michigan (3 Counties)	>940,000	✓	✓	✓	✓	✓	✓	✓	✓
Missouri	>540,000	✓	✓	✓	✓	✓	✓	✓	✓
New Jersey	>1.6 million	✓	✓	✓	✓	✓	✓	✓	✓
New York (Long Island)	>560,000	✓	✓	✓	✓		✓	✓	✓
Oklahoma	>741,000	✓	✓	✓	✓	✓	✓	✓	✓
Pennsylvania (1 County)	>614,000	✓	✓	✓	✓	✓	✓	✓	✓
South Carolina	>1.5 million	✓	✓	✓	✓	✓	✓	✓	✓
Texas (6 Regions)	>2.1 million	✓	✓	✓	✓	✓	✓	✓	✓
Utah	>239,000	✓	✓	✓		✓	✓	✓	✓
Virginia	>286,000	✓	✓	✓	✓	✓	✓	✓	✓
West Virginia	>470,000	✓	✓	✓	✓	✓	✓	✓	✓

**Figure 4.3.1.7-2: Experience table showing the depth and breadth of our capabilities as the Transportation Manager for large NEMT programs for State agencies.**

While all of these programs enable us to demonstrate our experience operating full brokerage NEMT Services, nine (9) of the state programs we manage have populations similar to, or greater than, that of the West Virginia Medicaid program. Specific details about those nine contracts, which we have managed within the last five years, are provided in the following experience summaries.

GEORGIA	
<b>Name of Customer:</b>	Georgia Department of Community Health (DCH)
<b>Project Manager:</b>	James Peoples, Executive Director
<b>Contact Information:</b>	Georgia Department of Human Services 2 Peachtree Street NE Atlanta, GA 30303 Phone: (404) 656-5680
<b>Type of Project:</b>	Regional Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Complete responsibility for NEMT service including determining eligibility and level of service (LOS), provider payment administration, reservations and trip assignments, quality assurance, reporting, and developing, managing, and monitoring a network of NEMT Providers.



<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>Population Served: Medicaid</li> <li>Membership: &gt; 813,000</li> <li>2019 Total Trips: &gt; 2.8 Million</li> <li>2019 Total Calls: &gt; 840,000</li> <li>Location (Geographic Area): Eastern, Central, and Southwest Regions</li> </ul> <p>In our first year administering the NEMT program for Georgia, we saved the state over 35 percent (\$29 Million) while increasing participant access by over 300 percent. We did this by establishing a dependable transportation network, efficiently monitoring NEMT Provider service quality, and reducing fraud, waste, and abuse (FWA). The cost per trip fell below the national average for the first time due to our efforts.</p> <p>As the home for our corporate offices, LogistiCare takes special pride in providing critical transportation services in Georgia and our long history of success and innovation is inherent in everything the local operation does. There are a high percentage of long-term employees in our Georgia operations center; and, its close proximity to the corporate office makes it a prime location to roll out new innovations and programs designed to contain costs and enhance the member experience. LogistiCare has successfully maintained this contract since 1997.</p>
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>Original contract Start: 1997</li> <li>Current contract: 2012 – 2020</li> </ul>

MICHIGAN	
<b>Name of Customer:</b>	Michigan Department of Health and Human Services (MDHHS)
<b>Project Manager:</b>	Gretchen Backer, Director, Program Review Division
<b>Contact Information:</b>	Michigan Department of Health and Human Services 333 S. Grand Avenue Lansing, MI 48909 Phone: (517) 335-5270
<b>Type of Contract:</b>	County Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Complete responsibility for NEMT service including determining eligibility and level of service (LOS), provider payment administration, reservations and trip assignments, quality assurance, reporting, and developing, managing, and monitoring a network of NEMT Providers.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>Population Served: Medicaid</li> <li>Membership: &gt; 940,000</li> <li>2019 Total Trips: &gt; 930,000</li> <li>2019 Total Calls: &gt; 225,000</li> <li>Location (Geographic Area): Wayne, Oakland, and Macomb counties</li> </ul> <p>In October 2010, LogistiCare was awarded a two-year contract to administer the Michigan Department of Community Health (MDCH) NEMT program in Wayne, Oakland, and Macomb counties, which covered approximately 925,000 Medicaid recipients. The contract was a pilot program for the state with the intent on gauging</p>

	<p>the benefits of the broker model, specifically managed by LogistiCare as MDHHS' (formerly MDCH) first NEMT transportation broker. With very limited information provided by the state, LogistiCare successfully implemented the program, rolled out cost containment initiatives, and effectively managed to the specifications required. In addition, the state was provided with in-depth reporting that helped MDHHS better understand beneficiary transportation/medical requests through reporting and encounter data that had not previously been available.</p> <p>In 2013 and again in 2019, LogistiCare was re-awarded a multi-year contract to continue serving the beneficiaries in the Detroit Metropolitan Area who were in need of ambulatory vans, wheelchair lift vans, taxicabs, public transportation, mileage reimbursement, and out-of-state travel (including meals and lodging), if necessary. As of February 2020, LogistiCare employs 140 call center staff members in Michigan and provides more than 930,000 trips annually.</p>
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>• Original contract: 2010 - 2014</li> <li>• Second contract: 2014 – 2019</li> <li>• Current contract: 2019 - 2023</li> </ul>

MISSOURI	
<b>Name of Customer:</b>	Missouri Department of Social Services, HealthNet Division
<b>Project Manager:</b>	Nanci Nikodym, Assistant Deputy Director, Missouri HealthNet
<b>Contact Information:</b>	Missouri Department of Social Services, HealthNet Division 615 Howerton Court Jefferson City, MO 65102-6500 Phone: (573) 751-6963
<b>Type of Contract:</b>	Statewide Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Contract with a vendor to provide a full complement of NEMT services including the determination of eligibility and level of service, provider payment administration, reservations and trip assignments, quality assurance, reporting, and the development, management and monitoring of a network of NEMT Providers.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Membership: &gt; 540,000</li> <li>• 2019 Total Trips: &gt; 1.6 Million</li> <li>• 2019 Total Calls: &gt; 696,000</li> <li>• Location (Geographic Area): Statewide</li> </ul> <p>In 2005, DSS asked LogistiCare to assume management of Missouri's statewide NEMT program when another broker was unable to meet its obligations. With participants at risk of losing transportation services, we quickly implemented statewide services within 30 days—a process that typically takes 90 – 120 days in a new market. In the first contract year, we helped the state save more than \$10 million, mainly through the implementation of thorough NEMT Provider management and gatekeeping protocols.</p> <p>LogistiCare retained Missouri's NEMT contract until October of 2010 when severe Medicaid budget constraints forced the state to issue a request for proposals. Though the DSS assigned the highest score to LogistiCare's technical response, it chose not to</p>

	partner with us for pricing reasons. The selected broker submitted an inexplicably low cost proposal, the same broker who had failed to provide acceptable NEMT services in 2005. Within 11 months of implementation, the broker acknowledged it could not sustain performance of the services at the price it had quoted. As a result of this broker's decision to exit the market, the DSS asked LogistiCare to step in on an emergency basis. For the second time in six years, we quickly resumed operations following a transition period of less than 30 days. In July 2016, LogistiCare was awarded the statewide NEMT contract until 2020.
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>• Original contract: 2005-2010</li> <li>• Emergency contract: 2011-2013</li> <li>• Second contract: 2013-2016</li> <li>• Current contract: 2016-2021</li> </ul>

NEW JERSEY	
<b>Name of Customer:</b>	New Jersey Division of Medical Assistance and Health Services (DMAHS)
<b>Project Manager:</b>	Steven Tunney, Assistant Division Director
<b>Contact Information:</b>	<p>New Jersey Department of Human Services, Division of Medical Assistance and Health Services</p> <p>P.O. Box 712</p> <p>Trenton, NJ 08625-0712</p> <p>Phone: (609) 588-2550</p>
<b>Type of Contract:</b>	Statewide Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Complete responsibility for NEMT service including determining eligibility and level of service (LOS), provider payment administration, reservations and trip assignments, quality assurance, reporting, and developing, managing, and monitoring a network of NEMT Providers.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Membership: &gt; 1.6 Million</li> <li>• 2019 Total Trips: &gt; 7.5 Million</li> <li>• 2019 Total Calls: &gt; 2.3 Million</li> <li>• Location (Geographic Area): Statewide</li> </ul> <p>We began providing NEMT services in New Jersey in July 2009 covering approximately 500,000 Medicaid beneficiaries. Initially, we provided livery (ambulatory) services in Hudson, Atlantic, and Essex counties exclusively. However, because of our successful launch of operations and effective program management, the state expanded our areas of responsibility in 2010 and made LogistiCare the first statewide NEMT transportation broker in New Jersey. Currently, we manage the NEMT program in all 21 counties, providing all levels of service for more than 1.6 million Medicaid recipients. <b><i>The NEMT program in New Jersey is the largest full risk, capitated broker-managed NEMT program in the country.</i></b></p> <p>Our operations center in New Jersey employs more than 200 New Jersey residents. Over the last eight years, we have consistently met our contractual obligations and have implemented value-added services, which has significantly increased stakeholder satisfaction—all while remaining trustworthy stewards of taxpayer money. As a result,</p>

	LogistiCare has built stable and trusting relationships with the NEMT program's key stakeholders including Medicaid beneficiaries, commercial NEMT Providers, public transit entities, medical facilities, public servants, and state agencies. Having successfully demonstrated our ability to effectively manage the largest and most complex program in the country, LogistiCare was re-awarded a multi-year contract in 2017.
Service Period:	<ul style="list-style-type: none"> <li>• Original contract: Started in 2009</li> <li>• Current contract: 2017-2022</li> </ul>

NEW YORK	
Name of Customer:	New York Department of Health (DOH)
Project Manager:	Dina M. Addario, Medicaid Transportation Contract Manager Health Program Administrator II, Medicaid Transportation Unit
Contact Information:	New York State Department of Health, Office of Health Insurance Programs 99 Washington Avenue, 7th floor, Suite 710 Albany, NY 12210 Phone: (518) 473-2160, option "1"
Type of Contract:	Regional Medicaid – Administrative Services Model
Project Goals and Objectives:	Contract with vendor to manage transportation management functions including: having a HIPAA-compliant platform, transportation network management, call-center services, ride scheduling, benefit gatekeeping, automated trip-assignment, readily available analytics and reporting, systematic fraud, waste, and abuse prevention and detection, and effective and innovative network development.
How Goals and Objectives were Met:	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Membership: &gt; 560,000</li> <li>• 2019 Total Trips: &gt; 2 Million</li> <li>• 2019 Total Calls: &gt; 467,000</li> <li>• Location (Geographic Area): Long Island Region</li> </ul> <p>In 2009, we were awarded the opportunity to partner with United HealthCare to administer NEMT services for its Medicaid population in the state of New York. Our experience in the area prepared us to support New York's Department of Health as it transitioned the New York City program from a county run model to a broker based, fee for service program in 2012. When establishing the program, we discovered that right-sizing the network and outreach were our greatest areas of opportunity. Our experienced and diligent team of professionals were able to determine the best strategy to meet these efforts head on and implemented a cost-effective and efficient program that met the DOH's objectives and <b><i>saved the State over \$88 Million, annually.</i></b> Our New York City contract subsequently ended, but our partnership with the DOH did not. LogistiCare has provided NEMT services to enrollees in Nassau and Suffolk Counties (Long Island) since 2015.</p> <p>During our tenure, our team has demonstrated that they possess the breadth of experience and organizational support required to continue efficiently serving the diverse transportation needs of Long Island's NEMT enrollees. In 2015, approximately 140 NEMT Providers were included in the DOH-enrolled network. This included Livery</p>

	companies, in addition to Ambulette providers and Ambulance providers for NEMT ALS and BLS transports. Over the past four years, LogistiCare has consistently worked with the DOH to recruit additional livery providers in order to enhance network services. In 2019, LogistiCare coordinated 2,025,835 trip reservations for Long Island Region enrollees with the DOH-enrolled NEMT Provider network. Additionally, for the Long Island Region, we have increased the utilization of public transportation by more than 61 percent during our tenure. This translates into <b>direct cost savings for the DOH of over \$2 million</b> when compared to the cost of commercial transportation.
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>Current Contract: 2015 - 2020</li> </ul>

OKLAHOMA	
<b>Name of Customer:</b>	<b>Oklahoma Health Care Authority</b>
<b>Project Manager:</b>	Gertrude Hurd-Bowler, SoonerRide Program Manager
<b>Contact Information:</b>	Oklahoma HealthCare Authority, SoonerRide Program 4345 N. Lincoln Boulevard Oklahoma City, OK 73105 Phone: (405) 522-7642
<b>Type of Contract:</b>	Statewide Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Work with the Oklahoma Health Care Authority program to provide a full complement of NEMT services including the determination of eligibility and level of service, provider payment administration, reservations and trip assignments, quality assurance, reporting, and the development, management and monitoring of a network.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>Population Served: Medicaid</li> <li>Membership: &gt; 741,000</li> <li>2019 Total Trips: &gt; 1.7 Million</li> <li>2019 Total Calls: &gt; 385,000</li> <li>Location (Geographic Area): Statewide</li> </ul> <p>The Oklahoma Healthcare Authority (OHCA) awarded LogistiCare its statewide NEMT contract for the SoonerRide Medicaid program in May 2003. As the State's first NEMT broker, we initially managed services for nearly 250,000 Medicaid beneficiaries. After quickly demonstrating our ability to provide quality, efficient NEMT services, the state entrusted an additional 190,000 lives to our care. Today, this member population exceeds 720,000 members per month.</p> <p>During a time of significant program growth, we have been a stable and committed partner to the SoonerRide program. Our ability to collaborate, evolve, and adapt to the state's changing needs and requirements has played a key role in our success. Because of our performance and partnership, the OHCA awarded multi-year renewal contracts to LogistiCare in 2008, 2013, and 2017.</p> <p>We have implemented multiple cost-containment initiatives in Oklahoma during our 15-year relationship—while continually providing consistent, safe, high-quality NEMT service to the eligible Medicaid population. During the initial contract period, the state realized <b>approximately \$8.5 million in annual savings</b> because of proper rightsizing initiatives and controls being activated within the program. We have worked closely with the OHCA to increase the use of mileage reimbursement, volunteer drivers, and</p>



	<p>public transit, reducing the average unit cost per trip by nearly 5 percent since 2014. Finally, we prioritize the best interests of the SoonerRide members, even when it represents a potential risk to LogistiCare. In early 2014, Adult Day Health was added as a covered service prior to actuarial review, which meant that its recipients would not be included in rate setting for 2015. We knew the addition of this covered service would potentially increase membership by as much as 13,000 lives, with no additional PMPM rate adjustment until the 2016 actuarial review. Despite the risk, we collaborated with the OHCA and their primary provider of adult day services to provide additional trips.</p>
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>• Original contract: Started in 2003</li> <li>• Current Contract: 2018 – 2020 (renewal options)</li> </ul>

PENNSYLVANIA	
<b>Name of Customer:</b>	Pennsylvania Department of Human Services (DHS)
<b>Project Manager:</b>	Tammi Carter, Director
<b>Contact Information:</b>	<p>PA Department of Human Services, Bureau of Managed Care Operations Commonwealth Tower, 6<sup>th</sup> Floor 303 Walnut Street Harrisburg, Pennsylvania 17105 Phone: (717) 346-3937</p>
<b>Type of Contract:</b>	County Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Complete responsibility for NEMT service including determining eligibility and level of service (LOS), provider payment administration, reservations and trip assignments, quality assurance, reporting, and developing, managing, and monitoring a network of NEMT Providers.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Membership: &gt; 614,000</li> <li>• 2019 Total Trips: &gt; 4.9 Million</li> <li>• 2019 Total Calls: &gt; 695,000</li> <li>• Location (Geographic Area): Philadelphia County</li> </ul> <p>In November 2006, the Commonwealth of Pennsylvania's Department of Public Welfare (DPW) awarded the first ever NEMT contract to LogistiCare. Under this contract, we were tasked with the management of Philadelphia County's Medical Assistance Transportation Program (MATP), which initially provided NEMT services for over 410,000 Medicaid recipients. Due to our successful operation in Philadelphia, as well as the extremely low 99.97 percent complaint-free rate, DPW extended its Philadelphia County contract with LogistiCare by two years.</p> <p>LogistiCare has successfully developed and implemented cost-containment initiatives in Pennsylvania while providing high-quality NEMT services to eligible members since 2006. As an example, LogistiCare used a collaborative outreach, management, and process approach to facilitate a significant increase in the utilization rate for public transportation. A distinctly urban district, Philadelphia County boasts the most extensive public transportation system in Pennsylvania and the fifth largest public transportation system in the country. As such LogistiCare developed a comprehensive public transit initiative that was responsible for significantly increasing member</p>

	<p>utilization from 238,341 trips in 2006 to over 3 million trips in 2018.</p> <p>Currently, 74 percent of all trips in our Philadelphia County program are arranged via public transit. Due to the sheer size of the program and high risk of fraud and abuse, we built a customized public transit distribution center for members —the first of its kind in the NEMT industry. The system includes a series of checks and balances that account for every pass that has been purchased and distributed.</p> <p>During our 13-year tenure as the NEMT broker for Philadelphia County, we have built a strong relationship with the Southeastern Pennsylvania Transportation Authority (SEPTA), a regional public transportation authority that operates buses, rapid transits, commuter rails, light rails, and electric trolleybuses. In conjunction with SEPTA, LogistiCare developed a distribution process that is convenient for the member and helps reduce the inherent risk of fraud, waste, and abuse of public transit passes. In 2019, we distributed 373,000 day passes and 44,900 monthly SEPTA passes to members in Philadelphia County; 72 percent of passes were mailed or hand delivered and 28 percent of passes were picked up at our distribution center.</p>
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>• Original contract: Started in 2006</li> <li>• Current Contract: 2017-2022</li> </ul>

SOUTH CAROLINA	
<b>Name of Customer:</b>	<b>South Carolina Department of Health and Human Services (SCDHHS)</b>
<b>Project Manager:</b>	Courtney Sanders, Transportation Contract Manager
<b>Contact Information:</b>	South Carolina Department of Health and Human Services 1801 Main Street Columbia, SC 29201 Phone: (803) 898-4614
<b>Type of Contract:</b>	Statewide Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Complete responsibility for NEMT service including determining eligibility and level of service (LOS), provider payment administration, reservations and trip assignments, quality assurance, reporting, and developing, managing, and monitoring a network of NEMT Providers.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Membership: &gt; 1.5 Million</li> <li>• 2019 Total Trips: &gt; 2.8 Million</li> <li>• 2019 Total Calls: &gt; 1 Million</li> <li>• Location (Geographic Area): Statewide</li> </ul> <p>LogistiCare commenced operations in May 2007 for the management of the South Carolina DHHS NEMT program in four of the state's six regions, which included over 525,000 (67%) of the state's eligible Medicaid members. In addition to the state call center and regional office located in Mullins, LogistiCare opened regional offices in Columbia, North Augusta, and North Charleston to provide operational support at a local level. From its call center in Mullins, LogistiCare initially answered approximately 10,000 calls per month and coordinated nearly 120,000 trips each month.</p>

	In 2011, the state of South Carolina implemented a new regional model, which consolidated regions from six to three. After a procurement process, the state awarded Region 1 to LogistiCare and Regions 2 and 3 to a lower- priced competitor. Six months into the new contract performance period, the Department developed operational and financial concerns about the broker that was awarded Regions 2 and 3 and requested that LogistiCare take on the management of those additional regions within 60 days. As a result of this transition, LogistiCare became the sole transportation services broker for the entire state, which is a role we proudly fill to this day.
<b>Service Period:</b>	<ul style="list-style-type: none"> <li>• Original contract: Started in 2007</li> <li>• Current Contract: 2016 – Evergreen (emergency contract)</li> </ul>

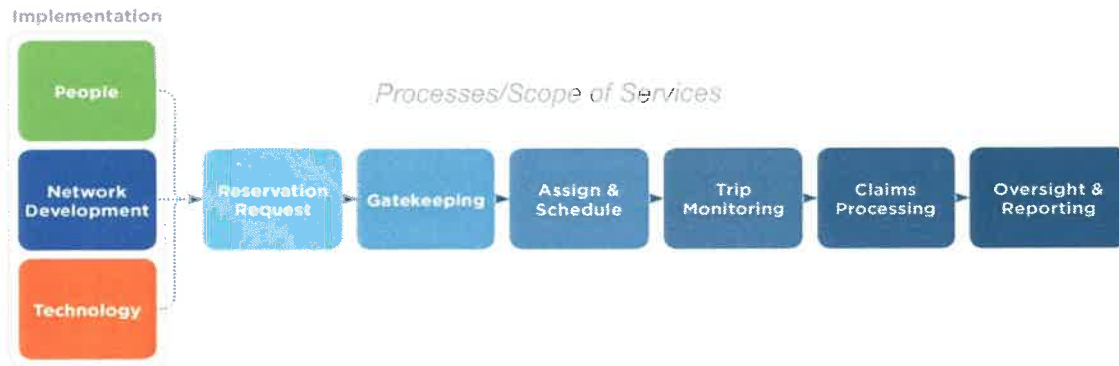
TEXAS	
<b>Name of Customer:</b>	<b>Texas Health and Human Services Commission (DHHS)</b>
<b>Project Manager:</b>	Camisha D. Banks, CTCM Interim Assistant Director, Managed Care Compliance & Operations Medicaid and CHIP Services
<b>Contact Information:</b>	Texas Health and Human Services Brown-Heatly Building 4900 N. Lamar Boulevard Austin, TX 78751-2316 Phone: (512) 706-4901
<b>Type of Contract:</b>	Regional Medicaid – Capitated
<b>Project Goals and Objectives:</b>	Complete responsibility for NEMT service including determining eligibility and level of service (LOS), provider payment administration, reservations and trip assignments, quality assurance, reporting, and developing, managing, and monitoring a network of NEMT Providers.
<b>How Goals and Objectives were Met:</b>	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Membership: &gt; 2.1 Million</li> <li>• 2019 Total Trips: &gt; 2.3 Million</li> <li>• 2019 Total Calls: &gt; 1 Million</li> <li>• Location (Geographic Area): Regions 1, 7, 8, 10, and 11, and SDA1 (Dallas Metro Area)</li> </ul> <p>LogistiCare initiated operations in the SDA1 Region in April 2012; and, due to our willingness to work hard and ability to adapt, HHSC asked LogistiCare to undertake management of NEMT services in three additional counties. This expansion, which occurred within the first 90 days of our arrival in the state, was accomplished within two weeks. In a subsequent statewide RFP procurement effort in 2014, LogistiCare was awarded two additional regions in Texas, which tripled the size of LogistiCare's geographic footprint. In March of 2015, after another broker was unable to meet HHSC's contractual performance requirements, LogistiCare was selected to assume operational responsibility in Region 8. In a similar situation, in July 2017, LogistiCare was asked by HHSC to implement operations in Regions 1 and 10 after yet another vendor was unable to fulfill their contractual requirements. This massive undertaking was successfully implemented in less than 60 days from notification of award. Currently LogistiCare provides NEMT</p>

	<p>demand response, mass transit, mileage reimbursement, commercial air, meals, lodging and advance funds for over 2.1 million Medicaid members in Texas.</p> <p>LogistiCare's success in Texas is based on our successful partnership with our counterparts at HHSC, which extends to all levels of the organization and in all aspects of the NEMT program. Examples of this partnership include HHSC site visits and participation in quarterly advisory committee meetings with stakeholders to discuss program changes, changes in regulations, and fraud, waste, and abuse solutions.</p> <p>In Texas, we used our substantial organizational and financial resources and experience to our advantage and introduced programs that created cost savings while enhancing the member experience. The effort allowed us to create millions of dollars in savings for the program, while maintaining 93 percent or better member satisfaction quarter over quarter for five years.</p> <p>The Mileage Reimbursement Program provides one example of our efforts to create significant savings. Because we educate members regularly through on hold messages, as part of the CSR call script, website content and member mailings, we have been able to expand the number of Individual Transportation Participants (ITPs) participating in the Mileage Reimbursement Program by an average of 72 percent since we began service in each of our regions. We currently manage almost 12,000 ITP drivers. In 2019, we paid over 300,000 mileage reimbursement claims to almost 12,000 ITPs, who drove over 10 million miles, at a cost of \$5.6 million dollars. This equates to an <b>\$8.2 million dollar</b> savings for HHSC over using demand response transportation for the same trips.</p>
Service Period:	<ul style="list-style-type: none"> <li>• SDA1 (Dallas Metro Area): 4/16/2012 to 8/31/2020</li> <li>• Region 7: 8/1/2014 to 8/31/2020</li> <li>• Region 8: 6/30/2015 to 8/31/2020</li> <li>• Region 11: 8/1/2014 to 8/31/2020</li> <li>• Region 1: 9/1/2017 to 8/31/2020</li> <li>• Region 10: 9/1/2017 to 8/31/2020</li> </ul>

In all of our markets, we foster collaborative partnerships built on open communication while helping our clients increase access and stabilize costs. We offer customized services specific to each government agency in compliance with state-specific program requirements.

### Providing NEMT or Other Transportation Services

The key to our success providing transportation services over the past two decades is our service delivery model, which is focused on the member and their health while balancing fiscal responsibility. We are a management company bringing our experience to the healthcare arena to provide transportation to the frailest and needy across the country. We are not a transportation company, and never have been. We approach each program from the macro perspective of managing the intake of each member's trip (reservation handling and eligibility gatekeeping), the distribution of their trip to the appropriate provider (assignment), the oversight of the transportation service delivery (ride monitoring), the proper remuneration for a qualified completed trip (claims management) and the capture of required data (reporting). Our proprietary technology provides a comprehensive platform to manage the entire process in an integrated system. This comprehensive brokered approach, which we successfully used to implement and manage the West Virginia Medicaid NEMT program, is illustrated below by a progression of arrows that correlate to specific functional areas of our service delivery.



**Figure 4.3.1.7-3: NEMT program scope of services**

We offer a full complement of transportation management functions including a Health Insurance Portability and Accountability Act (HIPAA)-compliant platform, transportation network management, and call-center services. Our approach to delivering NEMT services is focused on the member experience. We are always mindful that we are managing the transportation of people who are disadvantaged, and often sick, elderly, or disabled who require critical health services and depend upon access to the same. Our goal is to make getting to and from necessary appointments as seamless as possible and an overall pleasant experience.

At a very high level, our process will occur in six steps:

- Reservation Request – collecting the details of when and where the member needs to go and identifying the level of service they need to get there
- Gatekeeping – verifying member eligibility and that the medical service is a covered benefit
- Ride Assignment and scheduling – making certain the right NEMT Provider will pick up the member on time
- Trip Monitoring – proactively tracking to assure the member successfully gets where he/she needs to go with no delays or issues while protecting the ethical and fiscal integrity of the NEMT program
- Claims Processing – prompt payment to our network of NEMT Providers
- Oversight and Reporting – capturing the details of each ride and providing the Bureau with real-time visibility to comprehensive records of all program activities

## Reservations

Our customer service representatives (CSRs) are experienced in providing prompt, courteous, and professional call center services for all program calls, including managing requests for transportation and accommodation services, providing information about transportation services; and referring individuals who do not qualify for NEMT to other agencies or support services.

Thanks to our proprietary technology, we are able to offer ride booking in multiple user-friendly ways. Facilities, health care providers, and members can book rides directly through our platform using a smartphone, tablet, or computer. System configuration safeguards will prohibit the booking of any ride above Medicaid benefit limits and will abide by BMS program rules.

When a reservation is requested, the platform will immediately reference the most current member eligibility information on file. The platform is highly configurable to set up contract specific business rules and restrictions around covered appointment types, service levels, mileage limits, price limits, trip limits and so



on. When a ride is being requested, our logic checks eligibility as well as the contract-specific criteria to auto approve or not authorize requests. The rules engine informs our transportation management platform at the time the trip reservation is made, and enables it to answer the following questions.

- Is the member eligible for NEMT on the date of service?
- Is the trip to and from an eligible Medicaid-covered service?
- Is the health care provider and location enrolled in Medicaid?
- Does the member have any other means of transportation available?
- What is the least costly, appropriate mode of transportation?
- Is the member using the closest, appropriate provider?

### Gatekeeping

Our platform performs upfront gatekeeping and eligibility verification based upon the most current data received daily via the state's electronic member eligibility file and uploaded to the platform. Our proprietary technology initiates automatic gatekeeping around all program rules. That means no ride outside of predetermined protocols can occur without explicit approval. To learn more about members, their needs and confirm the proper level of service – in accordance with the BMS-specific benefits and rules– we rely on exploratory questioning using a BMS-approved call script. This information, along with our systematic gatekeeping, helps us safeguard that members are assigned to the most affordable and appropriate mode of transportation for their specific medical needs. These modes will include:



### Trip Assignment/Scheduling

Under the brokerage model, we credential and manage local networks of commercial, non-profit and public NEMT Providers to make certain members have access to the right level of transportation, when they need it. At the time a trip is authorized, our platform looks into our network to identify NEMT Providers that are eligible to accept the trip based upon the time of the trip, the type of vehicle needed, pick-up and drop-off locations, and capacity.

Once the system determines which NEMT Providers are eligible, our platform will systemically prioritize those providers based upon quality, geographic location and cost. Providers will receive these assignments directly in their dispatch software or through our network platform, depending on their preference. The entire process is automated and streamlined to reduce the time between scheduling and assignment.

## Trip Monitoring

We enforce strict Quality Assurance (QA) standards associated with the actual transport of members. Rides will be GPS tracked to accomplish real-time electronic monitoring\*\*. Our contracted NEMT Providers will have the ability to download our free Driver App\*\* or, should a NEMT Provider prefer to use their own application, our platform will integrate with most commercially available transportation management systems. Once deployed, our platform will provide alerts to prevent issues proactively. For example, our transportation team will receive a warning if a NEMT Provider is running late to pick up a member, which will enable them to intervene. With this technology, LogistiCare will have real time visibility into on time performance and other ride related data points.

## Claims Processing

Knowing that many of our network NEMT Providers are small businesses who rely on consistent cash flow to safeguard financial stability, we enable on-time payment of claims using an electronic billing system. LogistiCare provides payment to each NEMT Provider based on authorized services rendered and in accordance with the terms of the contract between LogistiCare and each provider.

Our claims process was developed to mitigate risks and errors in the NEMT Provider reimbursement process. NEMT Providers are responsible for submitting selected information via their integrated transportation management system, LogistiCare's web portal, or manually, which allows the Claims Department to validate a trip has occurred.

## Oversight and Reporting

Throughout our tenure as the state's NEMT broker, we have provided a high degree of insight into call center and network performance through our web-enabled client reporting dashboard, standard reports mandated by the Bureau, and ad hoc reports developed by our local Business/Data Analyst. If awarded the new contract, we will continue to use information stored in our transportation management platform to produce reports on time and in-compliance with the state's requirements.

## Client dashboard

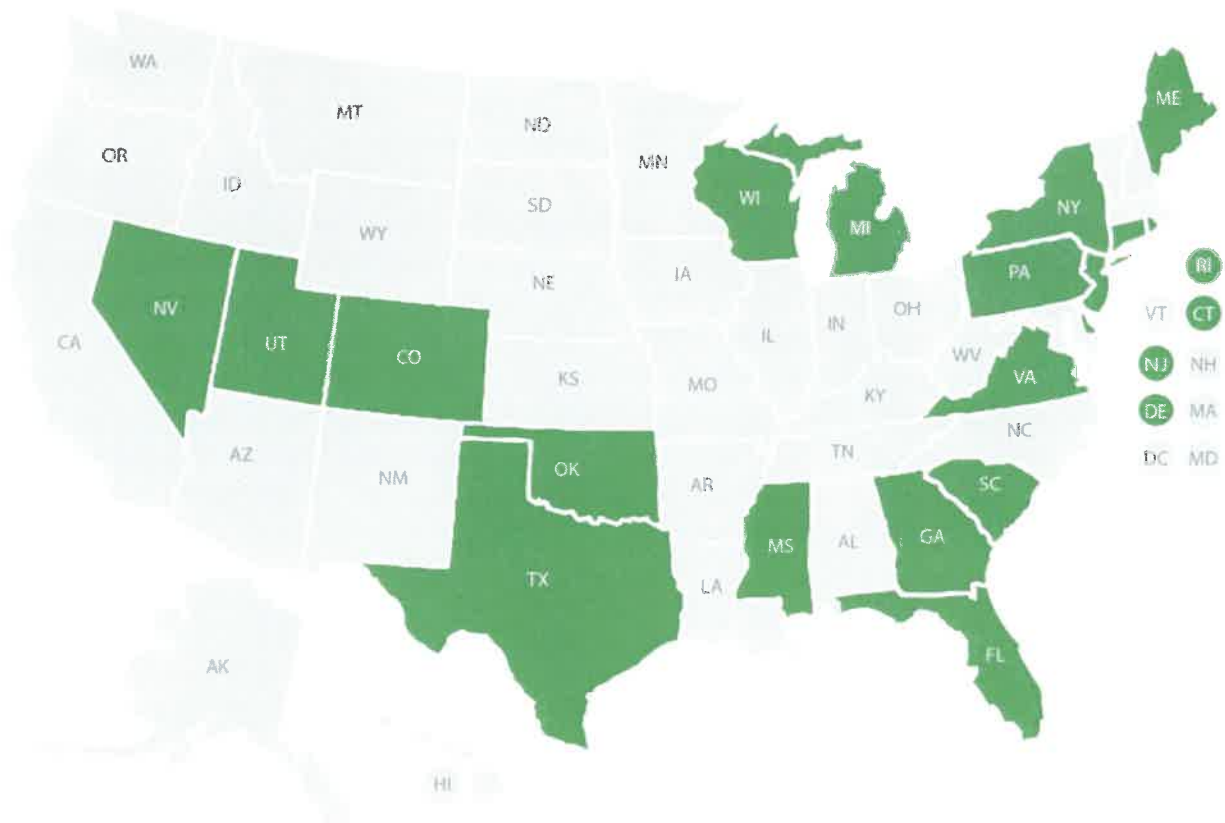
Under the new contract, the Bureau will maintain access to near real-time operational data through our web-based, reporting tool. The dashboard can filter data to show results for specific operational functions, capacity management, provider performance, trips, etc. Users can log in and view data at any time from any device with web capabilities. Data syncs directly from the transportation management platform, which means the Bureau can access the same information we use to manage daily operations. Despite having access to the dashboard, we will continue to provide standard and ad hoc reports based on BMS criteria.

## Brokering NEMT or Other Transportation Services

LogistiCare has served as the go-to broker of choice for State Medicaid programs for over 20 years. Typically, when other transportation brokers have left their State Medicaid customers in situations that required them to bring in another transportation broker, LogistiCare has been the broker of choice. On numerous occasions, we have been asked to take over programs in as little as 30 days and have always answered the call. In fact, in seven of our 15 state based contracts, we have been asked to expand our operations to manage additional regions or populations, including five (MO / ME / VA / SC / TX) who have asked us to take over when other

brokers failed to properly implement or meet their contractual obligations. As a responsible bidder, when we assume management of a contract, we remain fully committed to the program until its conclusion.

Also, during the past 20 years, we have helped 19 states transition from non-brokered, fee for service transportation delivery to the brokerage model. In each of these states, we fostered collaborative partnerships built on frequent communication while helping our clients increase access and stabilize costs. The map below denotes all of the states that entrusted LogistiCare to oversee the transition of NEMT services from fee for service to a full brokerage model.



**Figure 4.3.1.7-4: Transitioned States: LogistiCare successfully transitioned 19 state programs from fee for service delivery to a brokered model. Transitioning a program of this size requires coordinating with all stakeholders to assure a smooth implementation and continued services without disruption.**

Of those states having undergone additional procurements in which LogistiCare participated, 94 percent chose to either continue or expand their relationship with LogistiCare after the initial contract term. This demonstrates our ability to deliver the results our customers need from the beginning and the strength of the partnerships we cultivate with state agencies.

LogistiCare currently manages eight of the largest state-based NEMT programs in the country with each program being customized to meet the specific needs of the state and its program members. Through outreach and community engagement, we create tailored solutions focused on member needs, developing processes, policies, and procedures to promote quality and CMS compliance. LogistiCare has unmatched experience, and serves more members than any other broker for state-based clients throughout the nation.

The 15 state NEMT programs we currently manage all share some similarity to West Virginia, either in size, scope or program requirements. No other transportation manager can offer such unequalled experience.

Given our intimate knowledge of the West Virginia market and overall industry expertise, LogistiCare is the only broker who has the experience and financial stability necessary to successfully implement West Virginia's NEMT/STP program on time and with little to no risk.

## LogistiCare Implementation Success Story

Our implementation plan is based on the model we have used to implement more than 300 NEMT programs in the United States, of which we have never missed a readiness review. In fact, our implementation for the West Virginia Bureau of Medical Services in 2018 serves as an excellent example of our capabilities.

The implementation of the statewide program containing over 500,000 eligible members was extensive, detailed, and most importantly extremely successful. The positive outcome was due in large part to LogistiCare's ability to construct and follow an Implementation Work Plan that left no stone unturned and placed paramount importance on building and sustaining a robust collaborative implementation environment. Joint (LogistiCare and Bureau) implementation meetings, as well as internal implementation meetings were conducted on a weekly basis to enable timeliness of completion of all implementation tasks. Additionally, we supplied the Bureau with a weekly update to the implementation work plan that denoted the status of each item. For the Readiness Review, LogistiCare's Implementation Manager and the West Virginia Operations Management Team met with the Bureau on site and presented a summary overview of the implementation, as well as a live demonstration of all processes and procedures required by the contract. LogistiCare's success in the West Virginia implementation was recognized not only by the customer, but by the Governor's office, who issued a proclamation in appreciation of our accomplishments by declaring October 22, 2018 "LogistiCare Day" in West Virginia.

## Recruiting NEMT Providers

LogistiCare is committed to building stable service delivery networks through trust, mutual benefits and an emphasis on long-term relationships. We have successfully built the largest NEMT provider network in the industry consisting of more than 5,000 certified providers, with 22,000 vehicles, who take our members to their appointments each year. Our oversight is robust so that member experiences are top-notch and includes, credentialing drivers, assigning trips, validating claims prior to payment, and partnering with public transit agencies. However, it is LogistiCare's forward-thinking capacity planning that optimizes member access to high quality transportation services that gives us the edge.

When we develop our networks, we consider a comprehensive range of factors: the expected usage of services by eligible members, the numbers and types of providers and vehicles required to furnish the contracted services, and the geographic distribution of providers and members, among other factors.

Because utilization fluctuates, our goal is to maintain 115 percent capacity at all times, in all areas, so we can quickly respond to the changing needs of the membership. For the NEMT programs we manage, we continually assess the adequacy of each network by using our arsenal of capacity planning and management tools, enabled through our state-of-the-art Business Intelligence (BI). With this tool we:

- Track capacity for every hour of the day and every day of the week by geography and level of service
- Predict gaps in network capacity and right-size coverage to confirm members have continual access to the appropriate levels of transportation



- Pinpoint the focus of our network development efforts
- Reduce the costs of transport by having the right vehicles in place to meet member utilization
- Improve the quality of our transportation services and reduce complaints related to tardiness

Additionally, the reports break down the coverage for a county or city in comparison to utilization demand by day or by hour to determine where network deficiencies exist. Counties that do not meet our capacity goals are potentially underserved; LogistiCare uses this information to determine where we need to hire additional drivers or expand the current performing provider network.

	Mon		Tue		Wed		Thu		Fri	
	Capacity	Demand	Capacity	Demand	Capacity	Demand	Capacity	Demand	Capacity	Demand
LEWIS	748.83	11.0	748.83	11.0	748.83	8.1	748.83	8.8	748.83	8.3
HANCOCK	125.84	36.0	125.84	28.8	125.84	29.6	125.84	26.3	125.84	21.6
BARBOUR	165.34	19.2	165.34	15.5	165.34	18.6	165.34	20.2	165.34	13.5
BROOKE	139.73	8.7	139.73	7.1	139.73	7.9	139.73	5.4	139.73	6.4
WETZEL	139.43	7.5	139.43	5.6	139.43	7.6	139.43	5.5	139.43	5.6
RANDOLPH	254.83	38.4	254.83	42.9	254.83	40.8	254.83	48.4	254.83	32.8
OHIO	750.33	36.9	750.33	49.0	750.33	41.2	750.33	48.7	750.33	28.1
MARSHALL	771.73	11.8	771.73	15.7	771.73	12.6	771.73	10.8	771.73	12.3
TYLER	262.83	3.4	262.83	2.6	262.83	2.9	262.83	2.5	262.83	3.5
TAYLOR	723.83	7.9	723.83	3.9	723.83	8.2	723.83	3.9	723.83	7.3
UPSHUR	187.23	10.1	187.23	8.9	187.23	11.7	187.23	8.4	187.23	10.2
HARRISON	137.83	70.1	137.83	65.0	137.83	66.2	137.83	70.0	137.83	65.9
SUMMERS	148.33	4.2	148.33	4.6	148.33	4.8	148.33	3.1	148.33	3.7
FAYETTE	166.83	25.0	166.83	28.7	166.83	27.9	166.83	27.4	166.83	18.7
MERCER	136.83	75.3	136.83	76.0	136.83	64.9	136.83	88.2	136.83	68.5
MASON	148.73	11.6	148.73	20.1	148.73	17.6	148.73	8.1	148.73	14.0
TUCKER	138.53	4.7	138.53	6.0	138.53	3.4	138.53	4.3	138.53	4.1
WOOD	123.73	134.4	123.73	125.7	123.73	132.7	123.73	196.1	123.73	123.8
WYOMING	119.73	8.7	119.73	11.7	119.73	13.1	119.73	13.8	119.73	8.9
RALEIGH	129.83	105.0	129.83	134.0	129.83	142.6	129.83	146.1	129.83	114.8
MCDOWELL	141.83	27.7	141.83	26.2	141.83	31.1	141.83	28.7	141.83	30.5
BOONE	112.43	17.8	112.43	9.8	112.43	16.8	112.43	17.0	112.43	11.7

**Figure 4.3.1.7-6. Business Intelligence Tool. We monitor and assess the adequacy and capacity of the NEMT Provider network for each of the programs we manage, including West Virginia.**

This proactive approach is augmented by monitoring declining service quality indicators such as on time performance percentage and increases in member complaints, which are also available in our operations dashboards. By using these analytical tools, Network and Provider Relations Management can easily recognize the need for expansion of vehicle and driver resources for existing providers or additional NEMT Provider recruitment in a specific area. This confirms that we are maintaining sufficient drivers and vehicles to provide quality transportation services for the Medical Transportation Program.

By carefully examining trip request volume, service complaints, re-routing trends, and NEMT Provider management issues, our experienced network team knows when it is time to add NEMT Providers to the current network, shift trips to another NEMT Provider or, if necessary, stop using a NEMT Provider altogether.

## Network Development

Our network development method is based on a simple three-phase process of recruiting, credentialing, and contracting. We assure a sufficiency of transportation modes to meet members' needs for all levels of service, for all times of the week and day. We take a hands-on approach to the credentialing process to verify compliance with safety and quality standards. This process includes a review of safety compliance procedures, driver background checks, drug testing, and site visits where vehicle and driver inspections take place.

We also have Field Monitors that conduct spot inspections using tablets to capture date, time, geo-location, and photographs of every vehicle they inspect. Vehicle information is uploaded directly into our transportation management system and used by our credentialing department to assist in tracking compliance with manufacturers' maintenance standards, operating conditions, and licensing requirements.



## Rate Negotiation

Our Provider Relations Team negotiates competitive but fair rates. Our rates are based upon local economic and population density indicators that include, but are not limited to, current fuel prices, population density, usage density, maintenance cost and insurance.

## LogistiCare Network Development Success Stories

### Maine

When we were awarded a contract to expand services in Maine in 2014, capacity was of dire concern. We purchased 20 vehicles, including two with wheelchair accessibility, and leased each to existing, local NEMT Providers. This not only increased the fleet size, but it allowed us to re-invest resources into the local community to spur economic growth.

Later, when LogistiCare began providing NEMT services in Regions 6 and 7, where public transportation is most common, we immediately recognized opportunities to decrease trip costs by right-sizing and promoting public transit usage with all qualified members. Public transit usage included less than 40,000 trips in 2014, despite it being one of the most economical modes of transport. In 2015, our Maine Operations Team deployed a large-scale initiative to increase utilization. Through updated policies and targeted outreach efforts, we were able to more than quadruple public transit usage amongst members, delivering an annual cost savings of roughly \$1.6 million to the program.

In 2014, family and friends reimbursement accounted for less than 62,300 trips. By 2017, we increased this number by over 600 percent. Today family, friends, and volunteers have provided more than 375,000 trips in exchange for mileage reimbursement, saving the program an average of \$15.03 per trip (in comparison to trips by commercial providers), or \$5.65 million per year.

### Oklahoma

The Oklahoma Health Care Authority (OHCA) entrusted LogistiCare with the responsibility of transitioning the state from fee for service delivery to a brokered model, which requires coordinating with all stakeholders to enable a smooth implementation and continued, uninterrupted service. Oklahoma's rural geography and widely dispersed populations presented many transportation network challenges. Through our capacity planning and management tools, innovative solutions to expand the network, and our adoption of technology, we were able to overcome these challenges and develop an infrastructure and network capable of accommodating the needs of the SoonerRide program.

A specific example of an Oklahoma network challenge LogistiCare was able to overcome involved the western portion of the state, which is extremely rural and lacked an abundance of NEMT Providers. Through capacity management analysis, we identified very early that trip volume was growing in some of the most rural counties, and initiated efforts to expand the capabilities of the network already in place. Realizing this was a potential deficiency, we developed working relationships with 16 of the Rural Public Transits (5311s) to better serve the members living in these rural areas. Our ability to build these relationships with the 5311s has resulted in 32 percent of all trip volume being transported via 5311 transporters in this area. This proactive approach to network development and provider recruitment has assured consistent and reliable services throughout the state and has contributed to economic development within the communities we serve.

## Michigan

In Michigan, we work with the Detroit Department of Transportation (DDOT) and the Suburban Mobility Authority for Regional Transit (SMART), which jointly offer bus services in the suburban metro area and Detroit through a cooperative service and fare agreement administered by the Regional Transit Authority (RTA). In the greater Detroit area, we distribute an average of more than 5,000 passes each month to qualifying members. Through our coordination with DDOT/SMART we have consistently increased public transportation utilization since the inception of our contract. In 2018, we made very substantial gains in public transit use — more than 300 percent over the previous year. This increase in utilization translated to over \$800,000 in program savings in 2018 alone.

In December of 2017, substance abuse treatment accounted for more than 19,000 trips. By 2018, that number was over 30,000 per month. Because our operations team is intimately familiar with the program and the data it generates, they were able to spot this trend early on. Our team also knew that this particular population is resistant to using public transportation. To address the issue, our Outreach team began working with the tri-county's substance abuse facilities to develop solutions. They identified members with standing orders to substance abuse facilities and determined that the number of times these members were traveling for care in a month justified their receipt of a monthly bus pass, rather than single trip passes (i.e., the monthly bus pass is less expensive than the required number of individual single trip passes). Today, individuals who travel at least eight times per month, who are eligible for and able to use public transportation, receive a cost-effective monthly pass. This is seen as a very attractive option for members as it allows them to not only get to and from their substance abuse appointments, but offers the independence of additional travel, even if the trip is not for a medical reason. The facilities have been exceptional partners by managing monthly pass distribution to the eligible members, tracking their receipt, and signing off on their appropriate use.

We are proud of our accomplishments in Michigan as a trusted and reliable partner that is also leading the industry in improving member experiences and access, properly managing transportation spend, and driving systemic innovation in administration of NEMT services.

## Operating an Automatic Call Distribution (ACD) System

LogistiCare uses the Avaya Communication Manager (CM) telephone system with Avaya Call Center Elite ACD and Business Advocate software in all of our operations centers. The software uses Avaya High Availability virtual servers on our private cloud platform. The CM system uses duplicated media servers running the Linux operating system, which provides CM processing functionality supporting tens of thousands of simultaneous calls/ agents. The CM also supports software for voice messaging, fax messaging, auto attendant, and other applications.

- The Avaya Expert Agent Selection (EAS) and Business Advocate systems provide an advanced call distribution and queuing system.
- The Avaya ACD processes multiple incoming telephone calls simultaneously, evenly distributing the calls to live operators based on agent skill and proficiency levels.
- Avaya Business Advocate predicts the wait time for each inbound call and after selecting the best available resource for the call, delivers it within the targeted service level objectives. With forward-looking optimization, decisions are based on business goals rather than statistics that describe past issues.

The Avaya call management system has integrated analysis and reporting features that allow ACD monitors and call center leaders to evaluate a single or group of agents' performance and call-traffic data. The system captures real-time and historical information and aggregates it into hourly, daily, weekly, and monthly data sets. Using these features allows our call center to comply with all report requests received from the Bureau, including ad hoc reports. Working in conjunction with our member database, updated during every phone interaction, we typically produce the following standard reports:

- Number of calls received
- Number of calls answered
- Average wait time in queue for callers (i.e., average speed of answer)
- Number of calls abandoned
- Number of calls placed on hold
- Average hold time
- Service level (i.e., percentage of calls answered)

The historical basis of these reports is either daily or weekly, segmenting the call center day by the report time interval. Based on this historical call center data, our tool can estimate the number of trunks and CSRs required to manage the call volume efficiently and achieve the desired service level. Our forecasting reports can also project call demand by hour or half-hour for each day of the year and track seasonal call center variations by week or month. Using this information, call center managers can optimize employee schedules, which are then entered into the employee scheduler built into our technology platform.

## Staffing a NEMT Call Center

Operating customer service centers is one of LogistiCare's core competencies. We operate 18 geographically dispersed URAC-accredited call centers, including our call center in Charleston, West Virginia. Our West Virginia call center currently employs more than 50 CSRs. Approximately 10 percent of all LogistiCare CSRs are bilingual.

What sets us apart from other transportation managers is our overall culture of care, which impacts every aspect of our business, from hiring, training, managing and monitoring to evaluating and rewarding performance. We recruit and hire seasoned CSRs. However, all CSRs receive comprehensive training on LogistiCare systems, processes, procedures, specific program requirements and cultural sensitivity prior to taking the first call. Training is built on adult learning philosophies and includes live coaching and weekly group coaching sessions where stories of success and tips are shared among CSRs.

Customer service begins when a member calls our call center and speaks with one of our CSRs. These highly trained and empathetic employees serve as the voice of "care" in LogistiCare. The CSR guides members through the reservation process and assures the member understands the program and is satisfied with our service. CSRs are expected and incentivized to assist each member with respect, courtesy, and patience.

LogistiCare's call centers use a secure and geographically redundant private cloud architecture model, employing multiple data centers and network connectivity to make certain data is never lost and is easy to retrieve. In the event of a disaster or emergency, LogistiCare can reroute calls to seasoned employees, ultimately providing a seamless member experience.

We monitor, audit, and track all calls to measure our performance for continuous improvement and have achieved an outstanding record for responsive service. The following table provides a high-level summary of our call center experience through end-of-year 2019.

State	Number of Members	Number of Calls Annually	Number of Annual Trips	Years of Experience
Delaware	>199,000	>200,000	>1.6 million	17 years
Florida	>46,000	>104,000	>324,000	4 years
Georgia	>813,000	>840,000	>2.8 million	22 years
Maine	>145,000	>277,000	>2.2 million	6 years
Michigan	>940,000	>225,000	>930,000	9 years
Missouri	>540,000	>696,000	>1.6 million	14 years
New Jersey	>1.6 million	>2.3 million	>7.5 million	10 years
New York	>560,000	>467,000	>2.0 million	4 years
Oklahoma	>741,000	>385,000	>1.7 million	16 years
Pennsylvania	>614,000	>695,000	>4.9 million	13 years
South Carolina	>1.5 million	>1.0 million	>2.8 million	12 years
Texas	>2.1 million	>1.0 million	>2.3 million	7 years
Utah	>239,000	>42,000	>87,000	5 years
Virginia	>286,000	>531,000	>4.1 million	18 years
West Virginia	>470,000	>718,400	>2.1 million	>1 year

## Developing and Managing a Transportation Database

The LogistiCare transportation management platform is an NEMT-specific solution that serves as the single access point for program operations. Multiple operational departments use LogistiCare's integrated delivery platform to manage the day-to-day functions, including eligibility determinations, profile databases, trip authorizations, gatekeeping, scheduling, dispatch, claims, network management, analytics and reporting, and other tasks. As the core of LogistiCare's operations, the platform seamlessly integrates all components of service to increase efficiency and accessibility. Summaries of processes our system enables follow.

- **Service Authorization:** The platform allows the configuration of detailed, plan-specific gatekeeping rules and controls to maximize compliance with the state's terms. Covered and non-covered services, Medicaid-approved facilities, contingent eligibility rules, transportation exceptions, distance restrictions, and other standards can all be entered through a series of program detail screens.
- **Gatekeeping:** Using the platform's upfront automated compliance process, member and service eligibility will be verified using the most current data received from the state. This means rides that do not meet the state's predetermined protocols will not be authorized without explicit approval.
- **Trip scheduling:** Scheduling is managed via the platform in a number of user-friendly ways. Aside from calling our call center, facilities, members, and their authorized caretakers (as



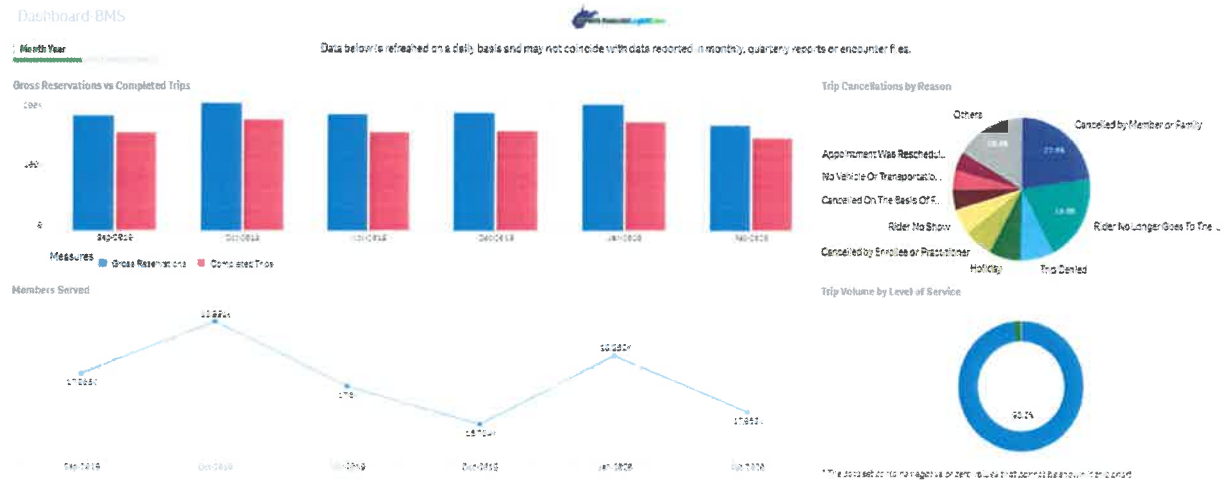
appropriate) can book rides using a smartphone, tablet, or computer. System configuration safeguards prohibit the booking of any ride outside of the NEMT program's benefit allowances. Our platform is capable of accommodating advanced reservations, standing orders and requests for urgent service.

- **Member App and Portal:** Our free mobile application and web portal are platform driven and available 24 hours a day, seven days a week, and enable members and facility representatives to book, change or cancel rides directly through our platform using a smartphone, tablet, or computer.
- **Facility Portal:** Using our facility web portal, authorized individuals will be able to schedule authorized transportation on behalf of their patients; receive updates if member's ride cancelled; schedule approved on-demand trips for hospital discharge or urgent care needs; cancel trips on behalf of members; access program information and see the answers to frequently asked questions.
- **Trip Assignment:** The platform uses algorithms based on Provider details recorded in the transportation management platform to assign the best performing, most appropriate NEMT Provider. For instance, the platform takes into consideration the provider's vehicle fleet; geographic service area and where within that area their vehicles are housed; and days and hours of service availability. This level of automation enables our network providers to optimize their routes and schedules, reduce late and missed trips and consistently meet on-time performance standards, while managing their businesses much more efficiently.
- **Provider Monitoring through Real-Time Geo-Tracking\*\*:** Through a direct interface with providers' GPS-enabled software, the platform will enable live vehicle tracking that results in better transportation experiences for members, increased accountability, and reduced lates and no-shows. Once a trip is assigned to the most appropriate NEMT Provider, the platform will assure the member's trip is timely through its geo-tracking technology. It features a sophisticated alerting system that will issue a late warning for any ride that exceeds its estimated time of arrival. This alert will notify LogistiCare's transportation team of the new estimated time of arrival and offer the team sufficient time to make recovery efforts, if needed, to transport the member on-time to their scheduled appointment.
- **Trip Monitoring:** Following the launch and adoption of LogistiCare's driver application, a digital driver trip log will live within the platform for every single trip, showing GPS tracking and actual pick up and drop off times. The platform uses maps to verify trip distances, assuring that route efficiencies are employed and met for every trip. This information is stored in the platform and compared to the amounts billed by NEMT Providers during the claims process.
- **Complaint Monitoring:** Our complaint processes make it easy for members, NEMT Providers and health care facility staff to contact us in the method that is most convenient for them, including by phone, mobile device, the internet, email, fax or letter. We record all complaints from all sources — whether received verbally or in writing — immediately in the proper profile within our database.
- **Claims Processing:** The platform enables auto-adjudication through standard controls that check claims data against information stored in the system. This allows for greater accuracy and efficiency in claims processing and eliminates the need for providers to submit paper claims. Providers know, up front, the trip distance and what we will be paying for each trip when they accept the assignment. This information will be readily available for those vehicles using GPS technology to track vehicle locations, monitor pickup and drop-off times, and streamline the claims verification and validation process. The GPS data will link directly with our transportation



management software platform, enabling adjudication of claims with increased accuracy, efficiency, auditing, and payment. Claims information will include a time stamp as well as the exact longitude and latitude of both pick-up and drop-off addresses eliminating any question as to whether an approved trip occurred.

**Reporting and Analysis:** To identify trends and make accurate projections, we analyze program activity and historical data, including utilization, membership, and trip costs, housed within our platform. After validating the information, we create required and ad hoc reports, and will continue to do so in compliance with the requirements in Appendix 3. Using this data, we pinpoint program deficiencies and successes to determine ways we can enhance the member experience, increase cost savings, and improve efficiency. In addition, the Bureau has access to near real-time operational data through our web-based, business intelligence tool. This tool allows authorized users to log in and view data at any time from any device with web capabilities. Data is filtered directly from our platform, which means the Bureau can access the same information we use to create reports and manage our daily activities. Here are some examples from the business intelligence tool for BMS:



**Figure 4.3.1.7-7: With our Business Intelligence Tool, the Bureau can access program data, such as detailed trip data.**

### 4.3.2 Mandatory Qualification/Experience Requirements

*The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.*

Our knowledge and experience has enabled us to base the West Virginia staffing plan on our first-hand experience managing the statewide Medicaid NEMT program since 2018. When LogistiCare develops staffing patterns, our practice is to consider population density and current trip volume. Our Charleston, West Virginia facility is currently staffed with approximately 100 full-time employees. In 2019, our local team of more than 50 customer service representatives (CSRs) handled more than 59,800 calls each month—a total exceeding 718,400 calls for the year.

As an incumbent broker, LogistiCare is in an advantageous position to provide seamless NEMT program services for West Virginia members. Other brokers potentially face disruption and burden while undergoing the lengthy implementation period for staffing, office acquisition, build-out, technology design and implementation and the steep learning curve for employees that is required when setting up a new NEMT brokerage and customer support center. In contrast, for LogistiCare's West Virginia location we are proposing our existing operations center in Charleston. This location will house all our core management team and support staff for the transportation, call center, quality assurance, and administrative operations.

#### 4.3.2.1 Key Staff Positions and Resumes

*Key staff positions, such as Project Manager, Assistant Manager, Provider Relations Manager, Outreach and Communications Manager and Call Center management staff, identified with named individuals and resumes demonstrating a bachelor degree, licenses, skills and at least two (2) years' experience that qualifies them for their role in this project. The bachelor's degree may be substituted with four (4) years of full-time or equivalent part-time paid NEMT experience in addition to the two (2) years already specified. Resumes should be limited to three (3) single-sided pages per individual.*

Resumes for key staff positions can be found in Attachment 4. The following table presents a high-level summary of the qualifications of our key staff members located in Charleston, West Virginia.

Position	Name	Qualifications
Project Manager	Crystal Richardson	Bachelor of Science in Communications and five years of experience in the NEMT industry.
Assistant Manager	Carla Corona	More than 12 years of experience serving Medicaid NEMT members.
Provider Relations Manager	Todd Bacchus	Certified EMT/Paramedic with more than 30 years of experience in emergency and non-emergency services.
Outreach and Communications Manager	Edrienne Calugay	Bachelor of Science in Management Studies and six years of experience in the NEMT industry.
Call Center Manager	DeAndre House	More than six years of experience in the NEMT industry.

#### 4.3.2.2 Additional Staff Positions and Resumes

*Resumes of all other named individuals included in the Vendor's proposal, including any temporary staff that may be assigned to the project to provide specific, fixed-length services (e.g., training specialists or implementation staff). Resumes should include licenses, skills and relevant experience as it pertains to this project. Resumes should be limited to three (3) single-sided pages per individual.*

Our implementation team will consist of local employees who are working every day to serve the West Virginia NEMT program members, with a few additional implementation staff assisting on a temporary basis.

Position	Name	Qualifications
Executive Sponsor for the Project (Executive Vice President of Contracts and Pricing)	Chris Echols	Bachelor of Science in Management with a concentration in Accounting from Georgia Tech, plus 12 years of experience in various operational leadership roles within LogistiCare.
Implementation Project Manager	Ann Bourne	Bachelor and Master of Arts, plus more than 11 years of NEMT industry experience.
Implementation Assistant Project Manager (Program Manager)	Crystal Richardson	Bachelor of Science in Communications and nearly five years of experience in the NEMT industry.
Implementation Associate Project Manager	Cindy Franklin	More than 18 years of NEMT industry experience.
Implementation Provider Relations Manager (Assistant Manager)	Carla Corona	More than 12 years of experience serving the NEMT industry.
Implementation Call Center Manager (Call Center Manager)	DeAndre House	More than six years of experience in the NEMT industry.
Implementation Information Technology Integration Project Manager	Jon Gerson	Bachelor of Science in Health plus six years of NEMT industry experience.
Implementation Call Center Trainer (Call Center Trainer)	Matthew Griffith	More than eight years of training experience with nearly two years in the NEMT industry.
Implementation Outreach and Communications Manager (Outreach and Communications Manager)	Edrienne Calugay	Bachelor of Science in Management Studies and six years of experience in the NEMT industry.
Implementation Quality Assurance Specialist (Quality Assurance Specialist)	Chelsie Jones	More than six years of NEMT experience
Implementation Human Resources Manager (Human Resources Manager)	Clark Phipps	More than 39 years of Human Resource experience with three years within the NEMT industry.

Ann Bourne, who is based in Maryland, will serve as the Implementation Project Manager. Ms. Bourne was instrumental in the successful implementation of the West Virginia NEMT program in 2018. She holds multiple degrees and has been a LogistiCare employee for more than 11 years. Her previous role as the General Manager of LogistiCare's Delaware program, provided her with invaluable insight for making sure all West Virginia implementation readiness reviews and tasks were completed within the specified timeline.

As the past West Virginia Project Manager, Ms. Franklin will assist in contract implementation by serving as the Implementation Associate Project Manager. In this capacity, she will coordinate with the Implementation Project Manager and Implementation Assistant Project Manager to ensure the successful deployment of the Bureau's statewide contract.

Please refer to **Attachment 4** for a copy of all additional staff resumes.

#### 4.3.2.3 Evidence of Related Experience and References

*The Vendor should provide credible, detailed evidence of their related experience and capabilities in providing NEMT services in a full brokerage program. At least three (3) Vendor references from work performed for government entities within the last five (5) years should be provided. A reference from a Managed Care Organization (MCO) is acceptable when accompanied with a letter from that state's Medicaid agency explaining the relationship and size of the population served.*

The following references are examples of projects that demonstrate our experience serving state programs of similar size and scope as West Virginia. The projects we have chosen reflect our relationships with Medicaid Agencies in the states of Maine, Missouri, and Oklahoma. We have carefully selected these markets as references given that various components of each program have similarities to that of BMS'. They include both rural and urban geographies, diverse member populations, and complexities associated with operations management. All three references have chosen to extend their relationship with LogistiCare beyond the initial contact term, which serves as a testament to our understanding of their needs and ability to implement and maintain sustainable NEMT programs. All of the entities listed below have confirmed their willingness to participate in the reference process.

REFERENCE 1	
Name of Customer:	MaineCare Services (OMS)
Project Manager:	Roger Bondeson Director of Operations
Contact Information:	MaineCare Services 242 State Street Augusta, ME 04333 Phone: (207) 287-5735 Email: roger.bondeson@maine.gov
Type of Contract:	Regional Medicaid – Capitated
Services Provided:	For the MaineCare Services (OMS) program, LogistiCare provides a full complement of NEMT services including the determination of eligibility and level of service, provider payment administration, reservations and trip assignments, quality assurance, reporting, and the development, management and monitoring of a network of NEMT Providers.



## Contract description:

- Population Served: Medicaid
- Covered Lives: >145,000
- 2019 Total Trips: > 2.2 million
- 2019 Total Calls: > 277,000
- Geographic Area: Regions 1, 2, 6, 7 and 8

We have provided NEMT services for MaineCare since 2013 when we designed and implemented the NEMT program in Region 8, serving a population of 30,000 eligible members. In February 2014, MaineCare Medicaid members participating in an independent customer satisfaction survey gave LogistiCare a 95.8 percent satisfaction rating—a score achieved less than seven (7) months after introduction of the new NEMT program.

In July 2014, OMS awarded LogistiCare four additional NEMT contracts in Regions 1, 2, 6, and 7 when another transportation broker failed to deliver adequate services in their awarded Regions. We began implementing these regions immediately, while under significant media scrutiny and the specter of a highly contested governor's race. The NEMT transition never became an issue in the press or the political arena—a testament to the seamless nature of LogistiCare's takeover.

Through the years, we have used the financial strength of our organization and the expertise of our corporate staff, to invest in local resources to assure program efficiency. Early in our contractual relationship, in a short 90-day period, we hired and trained local residents with little contact center experience to respond to requests for transportation services. In 2014, we increased our staff from 12 employees to 100 to support our expansion into four other Regions. Additionally, we have invested heavily in the local NEMT Provider community. When we expanded services in Maine in 2014, capacity was of dire concern. We purchased 20 vehicles, including two with wheelchair accessibility, and leased each to existing, local NEMT Providers. This not only increased the fleet size, but it allowed us to re-invest resources into the local community to spur economic growth.

We also pay very close attention to what our Maine stakeholders think. We use Advisory Committees extensively to make a direct, positive impact on the quality of transportation services provided to MaineCare members. It was through these meetings that we were able to undertake two major process improvements.

First, we found that certain types of facilities had very short windows when they were able to receive members for appointment drop-off. We collaborated with providers and facility managers to customize drop-off times as much as possible. Second, we determined that opening our in-state operations center at 7 a.m. to respond to calls about early morning transportation would benefit members and facilities. These changes have greatly improved timeliness of early morning trips.

When LogistiCare began providing NEMT services in Regions 6 and 7, where public transportation is most common, we immediately recognized opportunities to decrease trip costs by right-sizing and promoting public transit usage with all qualified members. Public transit usage included less than 40,000 trips in 2014, despite it being one of the most economical modes of transport. In 2015, our Maine Operations Team deployed a large-scale initiative to increase utilization. Through updated policies and targeted outreach efforts, we were able to more than quadruple public transit usage amongst members, delivering an **annual cost savings of roughly \$1.6 million** to the program.



	In 2014, family and friends reimbursement accounted for less than 62,300 trips. By 2017, we increased this number by over 600 percent. Today family, friends, and volunteers have provided more than 375,000 trips in exchange for mileage reimbursement, <b>saving the program an average of \$15.03 per trip (in comparison to trips by commercial providers), or \$5.65 million per year.</b>												
Service Period:	<table> <tr> <th>Region</th><th>Start and End Dates</th></tr> <tr> <td>1</td><td>July 1, 2014 to June 30, 2020</td></tr> <tr> <td>2</td><td>July 1, 2014 to June 30, 2020</td></tr> <tr> <td>6</td><td>July 1, 2014 to June 30, 2020</td></tr> <tr> <td>7</td><td>July 1, 2014 to June 30, 2020</td></tr> <tr> <td>8</td><td>July 1, 2013 to June 30, 2020</td></tr> </table>	Region	Start and End Dates	1	July 1, 2014 to June 30, 2020	2	July 1, 2014 to June 30, 2020	6	July 1, 2014 to June 30, 2020	7	July 1, 2014 to June 30, 2020	8	July 1, 2013 to June 30, 2020
Region	Start and End Dates												
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2	July 1, 2014 to June 30, 2020												
6	July 1, 2014 to June 30, 2020												
7	July 1, 2014 to June 30, 2020												
8	July 1, 2013 to June 30, 2020												

REFERENCE 2	
Name of Customer:	Missouri Department of Social Services, HealthNet Division
Project Manager:	Nanci Nikodym Assistant Deputy Director of Missouri HealthNet
Contact Information:	Missouri Department of Social Services, HealthNet Division 615 Howerton Court Jefferson City, MO 65102-6500 Office: (573) 751-6963 Cell: (573) 230-4763 Email: Nanci.M.Nikodym@dss.mo.gov
Type of Contract:	Statewide Medicaid – Capitated
Services Provided:	For the Missouri Department of Social Services (DSS) program, LogistiCare provides a full complement of NEMT services including the determination of eligibility and level of service, provider payment administration, reservations and trip assignments, quality assurance, reporting, and the development, management and monitoring of a network of NEMT Providers.
Contract Description:	<ul style="list-style-type: none"> <li>Population Served: Medicaid</li> <li>Covered Lives: &gt; 540,000</li> <li>2019 Total Trips: &gt; 1.6 million</li> <li>2019 Total Calls: &gt; 696,000</li> <li>Geographic Area: Statewide</li> </ul> <p>LogistiCare has enjoyed a long and successful history with the state of Missouri having served as the NEMT vendor for Medicaid participants from 2005 – 2010 and again from 2011 – today.</p> <p>In 2005, DSS asked LogistiCare to assume management of Missouri’s statewide NEMT program when another broker was unable to meet its obligations. With participants at risk of losing the transportation they relied on to get to their medical appointments, LogistiCare quickly implemented statewide services within 30 days—a process that typically takes 90 – 120 days in a new market. In</p>

	<p>the first year of our contract, we <b>helped the state save more than \$10 million</b>, mainly through the implementation of thorough NEMT provider management and gatekeeping protocols.</p> <p>LogistiCare retained Missouri's NEMT contract until October of 2010 when severe Medicaid budget constraints forced the state to issue a request for proposals. Though the DSS assigned the highest score to LogistiCare's technical response, it chose not to partner with us for pricing reasons. The selected broker submitted an inexplicably low cost proposal, the same broker who had failed to provide acceptable NEMT services in 2005. Within eleven months of implementation, the broker acknowledged it could not sustain performance of the services at the price it had quoted. As a result of this broker's decision to exit the market, the DSS asked LogistiCare to step in on an emergency basis. For the second time in six years, we quickly resumed operations following a transition period of less than 30 days. In July 2016, LogistiCare was awarded the statewide NEMT contract until 2020.</p>
Service Period:	<ul style="list-style-type: none"> <li>• Multiple procurement awards/contracts:</li> <li>• Original contract: 2005-2010</li> <li>• Emergency contract: 2011-2013</li> <li>• Second contract: 2013-2016</li> <li>• <b>Current contract: 2016-2020</b></li> </ul>

REFERENCE 3	
Name of Customer:	Oklahoma Health Care Authority
Project Manager:	Gertrude Hurd-Bowler SoonerRide Program Manager
Contact Information:	Oklahoma Healthcare Authority 4345 N. Lincoln Boulevard Oklahoma City, OK 73105 Phone: (405) 522-7642 Email: Gertrude.Hurd-Bowler@okhca.org
Type of Contract:	Statewide Medicaid – Capitated
Services Provided	For the Oklahoma Health Care Authority program, LogistiCare provides a full complement of NEMT services including the determination of eligibility and level of service, provider payment administration, reservations and trip assignments, quality assurance, reporting, and the development, management and monitoring of a network of NEMT Providers.
Contract Description:	<ul style="list-style-type: none"> <li>• Population Served: Medicaid</li> <li>• Covered Lives: &gt; 741,000</li> <li>• 2019 Total Trips: &gt; 1.7 million</li> <li>• 2019 Total Calls: &gt; 385,000</li> <li>• Geographic Area: Statewide</li> </ul>

The Oklahoma Healthcare Authority (OHCA) awarded LogistiCare its statewide non-emergency medical transportation contract for the SoonerRide Medicaid program in May 2003. As the State's first NEMT broker, we initially managed services for nearly 250,000 Medicaid beneficiaries. After quickly demonstrating our ability to provide quality, efficient NEMT services, the state entrusted an additional 190,000 lives to our care. Today, this member population exceeds 740,000 members per month.

During a time of significant program growth, LogistiCare has been a stable and committed partner to the SoonerRide program. Our ability to collaborate, evolve, and adapt to the state's changing needs and requirements has played a key role in our success. Because of our performance and long-standing partnership, the OHCA awarded multi-year renewal contracts to LogistiCare in 2008, 2013, and 2017.

We have implemented multiple cost-containment initiatives in the state of Oklahoma during our 15-year relationship—while continually providing consistent, safe, high-quality NEMT service to the eligible Medicaid population. During the initial contract period, the state realized

**approximately \$8.5 million in annual savings** because of proper rightsizing initiatives and controls being activated within the program. We have worked closely with the OHCA to increase the use of mileage reimbursement, volunteer drivers, and public transit, reducing the average unit cost per trip by nearly 5 percent since 2014.

Finally, we prioritize the best interests of the SoonerRide members, even when it represents a potential risk to LogistiCare. In early 2014, Adult Day Health was added as a covered service prior to actuarial review, which meant that its recipients would not be included in rate setting for 2015. We knew the addition of this covered service would potentially increase membership by as much as 13,000 lives, with no additional PMPM rate adjustment until the 2016 actuarial review. Despite the risk for LogistiCare, we collaborated with the OHCA and their primary provider of adult day services and found a way to provide the additional trips.

The OHCA entrusted LogistiCare with the responsibility of transitioning the state from fee for service delivery to a brokered model, which requires coordinating with all stakeholders to enable a smooth implementation and continued, uninterrupted service. Oklahoma's rural geography and widely dispersed populations presented many transportation network challenges. Through our capacity planning and management tools, innovative solutions to expand the network, and our adoption of technology, we were able to overcome these challenges and develop an infrastructure and network capable of accommodating the needs of the SoonerRide program.

A specific example of an Oklahoma network challenge LogistiCare was able to overcome involved the western portion of the state, which is extremely rural and lacked an abundance of NEMT Providers. Through capacity management analysis, we identified very early that trip volume was growing in some of the most rural counties, and initiated efforts to expand the capabilities of the network already in place. Realizing this was a potential deficiency, we developed working relationships with 16 of the Rural Public Transits (5311s) to serve the members living in these rural areas in a better way. Our ability to build these relationships with the 5311s has resulted in 32 percent of all trip volume being transported via 5311 transporters in this area. This proactive approach to network development and provider recruitment has assured consistent and

	<p>reliable services throughout the state and has contributed to economic development within the communities we serve.</p> <p>As the SoonerRide broker for the past 15 years, we have built stable and trusting relationships with participants, NEMT Providers, facilities, and the OHCA. Like Maine, OHCA chose to expand LogistiCare's services to additional populations and geographies based on our ability to successfully manage the needs of the program. The desire of these clients to partner with LogistiCare over other brokers serves as evidence of our ability to consistently meet or exceed program expectations.</p>
Service Period:	<p>Original contract: Started in 2003</p> <p>Current Contract: 2018 – 2020 (renewal options)</p>

## Appendix 1: Operational Specifications

The following operational specifications have been developed by the West Virginia Bureau for Medical Services here and after referred to as "The Agency" or "The Bureau" to describe expectations for the provision of Non-Emergency Medical Transportation (NEMT) Services by the vendor. The Bureau is to consider responses to this RFP that propose modifications to the following specifications. Modifications should be clearly stated in the vendor's proposal.

### I. NEMT Service Request Processing

The vendor should provide screening, assignment, dispatch, payment and monitoring of NEMT requests to ensure consistent application of.

- BMS Chapter 524 (<http://www.dhhr.wv.gov/bms/Pages/Manuals.aspx>) of the West Virginia State Medicaid Manual for Provider requirements
- Chapter 27 of the West Virginia Bureau for Children and Families (BCF) Income Maintenance Manual (IMM) for member eligibility ([http://www.wvdhhr.org/bcf/policy/imm/newmanual/IMManual/Manual HT M Pages/IMChapter27.html](http://www.wvdhhr.org/bcf/policy/imm/newmanual/IMManual/Manual%20HT%20M%20Pages/IMChapter27.html)),
- 42 CFR § 440.170 (<https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-sec440-170.pdf>).

The Vendor is also responsible for maintaining compliance with,

- West Virginia Code, Chapter 46A, Art. 2A, (<http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=46a&art=2A>)
- West Virginia Code, Chapter 61, Art. 3C, Computer Crime and Abuse Act (<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=61&art=3C#03C>).
- Policies Issued by West Virginia Office of Technology, Chief Technology Officer (<http://www.technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>)
- The West Virginia Executive Branch Privacy Policy: Security Safeguards (<http://www.privacy.wv.gov/SiteCollectionDocuments/Privacy%20Policies/6%20Security%20Safeguards%20Policy%20W0VEB-P106.pdf>).

The vendor should fully and specifically describe in their Proposal how it intends to screen, authorize, schedule, and assign trips to NEMT providers and communicate the information in a timely and efficient manner. The vendor should also describe its procedure for assigning standing orders, urgent trips and re-routed and/or refused trips.

LogistiCare will provide screening, assignment, payment and monitoring of NEMT requests that deliver consistent application of Chapter 524 of the West Virginia State Medicaid Manual for Provider requirements, Chapter 27 of the West Virginia Bureau for Children and Families (BCF) Income Maintenance Manual for member eligibility, and 42 CFR § 440.170. We will comply with West Virginia Code-Chapter 46A, Art. 2A and Chapter 61, Art. 3C; Policies issued by West Virginia Office of Technology, Chief Technology Officer, and the West Virginia Executive Branch Privacy Policy: Security Safeguards.

#### A. Screening






Based on authorization of previous NEMT Services, the vendor should consider Medicaid Recipients' permanent and temporary special needs, appropriate modes of transportation, any special instructions regarding the nearest appropriate provider, and any additional information necessary to ensure that appropriate transportation is authorized and provided. This information should be easily accessible by all vendor staff. NEMT request screening should adhere to the following specifications:

1. Requests for NEMT Services may be made by Medicaid Recipients, their families, guardians or representatives, and by medical or NEMT provider.



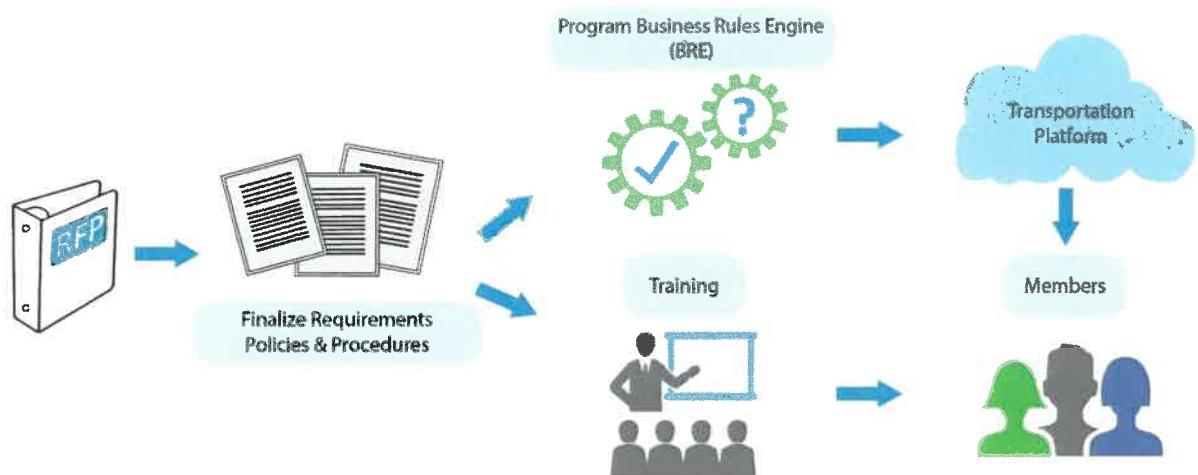
2. *The vendor should screen all NEMT requests to determine each of the following items:*
  - a. *The Medicaid recipient's eligibility for NEMT Services at the time of service.*
  - b. *The Medicaid recipient's medical need which requires NEMT Services.*
  - c. *The Medicaid recipient's lack of access to appropriate/available transportation. The vendor should require the member to verbally certify this.*
  - d. *The Medicaid recipient's service, for which the NEMT Service is requested, meets one or more of the following criteria:*
    - *Shall to be provided by an in-network/in-state provider (a provider enrolled with WV Medicaid and/or one of the states Managed Care Organizations (MCO) located within the state or within thirty (30) miles of its border)*
    - *The Medicaid recipient received prior authorization from the Utilization Management Contractor (UMC) or from an authorized Agency representative to receive medical services from an out-of-network/out-of-state provider, (a provider not enrolled in WV Medicaid located out of state beyond the 30-mile border). That the medical service for which the NEMT Service is requested is a medical service covered by WV Medicaid and if it requires prior authorization that it has been granted by the appropriate entity.*
    - *If a Medicaid recipient is dually eligible for Medicaid and another type of coverage, Medicaid is always billed last. If a medical service is covered in full by another coverage type, such as Medicare, that trip is ineligible for NEMT service(s). However, if a trip is paid in part by WV Medicaid, then that trip is eligible for NEMT service(s).*
  - e. *The most economical mode of transportation appropriate to meet the medical needs of the member, based on the member's mobility status and personal capabilities on the date of service. Reasons for approval of mode of transportation that is not the most economical should be documented in detail.*
  - f. *The nearest appropriate provider to the member. If the medical provider is an excessive distance from the member's residence (as described in Section IV (Part A) of this Appendix); and*
  - g. *Necessity of attendant or assistance request. The vendor may require a medical certification statement from the member's medical provider in order to approve door-to-door service or hand-to-hand service.*
3. *The vendor shall not be responsible for arranging the transportation of the remains of a member who expires while receiving medical treatment. If a member expires while in transit, the vendor's NEMT provider should contact the nearest law enforcement agency for instructions. The vendor should notify The Bureau of the occurrence within one (1) business day.*

Stakeholders have different preferences when requesting NEMT services. While some favor traditional methods, such as the telephone, others prefer to make their reservations autonomously online. To make trip scheduling simple and convenient for all, LogistiCare provides multiple options that integrate with our transportation management platform. No matter how a trip request is made, our process is streamlined, and our platform's Business Rules Engine confirms that only covered services (based on the contract and SOW) are authorized for eligible members. The following table summarizes the ways transportation can be scheduled by Medicaid members, their families, guardians or representatives, and by medical or NEMT Providers, through LogistiCare:

TELEPHONE 24/7/365 CALL ACCESS	ONLINE WEB PORTAL TRIP MANAGEMENT THROUGH SECURE ONLINE WEB PORTAL	MOBILE APP A FREE DOWNLOADABLE APP	FAX ACCOMMODATING HEALTHCARE FACILITIES THAT USE FAX PROCESSES	EMAIL UPDATING NEMT SERVICES THROUGH EMAIL
				
Call a toll-free line to speak with a live Customer Service Representative (CSR) at the local operations center 24 hours a day, seven days a week, 365 days per year. Members with speech and/or hearing difficulties can manage service requests via TTY.	Members can request, cancel, or change a trip request through a secure web portal accessible from the State-specific web page. Healthcare facilities should also have a designated, secure web portal.	The Transportation Manager should offer a free downloadable app for members to manage their NEMT transportation including trip requests, cancellations, and changes.	Facilities that use fax transmissions can communicate trip needs through a secure, well-monitored fax line.	Members can elect to receive email reminder notifications that contain trip-specific information. The Transportation Manager should send the reminder within one-business day prior to the participant's scheduled pickup time if requested.

## Screening for all NEMT Requests

LogistiCare sets business rules for each program that guide our interactions with members. Establishing these rules increase compliance by our staff and provide extra safeguards in our systems. The following diagram illustrates this process.



**Figure I-1: The Business Rules Engine in our transportation management platform stores all program-specific information (e.g., covered services; policies and procedures). This confirms that any CSR responding to a call has immediate access to Bureau-approved reservation protocols and member information.**

Through our transportation platform, we automate the gatekeeping process and streamline scheduling, and increase productivity. With quality standards and safeguards instilled at every point of the intake process, we

are able to protect against ineligible NEMT usage and determine whether a request is covered by the Medicaid plan. No matter how a request is made, the following steps are performed:

### Step 1

Our transportation platform refers to the most current eligibility information to confirm the member's eligibility for NEMT services.

### Step 2

Our staff is trained to ask a number of questions that help to determine the type of care an individual may need during their transport; whether a personal vehicle is accessible or public transportation is feasible; and if any special equipment (e.g., wheelchair) is needed. CSRs are guided by on-screen prompts that direct the conversation and confirm all information is captured for automatic evaluation. Scripts are approved by the Bureau prior to use.

Medical practitioners or members making web-based reservations online must respond to the same questions, including the following:

- Availability of a vehicle
- Mobility limitations
- Distance and accessibility to public transit
- Age, condition(s), and/or treatments that will impact the use of public transit
- Requirements for wheelchair
- Special care needs (especially for minors, elderly, disabled, or frail enrollees)
- Preferred NEMT Providers

### Step 3

We capture responses to these questions in our platform, where they are used to determine the most appropriate mode of transportation.

### Step 4

Once a mode is determined and saved as part of the member's profile, we then assign an NEMT Provider that is capable of meeting their needs at the lowest cost. Preferred providers are always considered first. A higher mode of transportation is only assigned if medically necessary, unless the commute distance is excessive or lower cost transportation, such as public transportation, is not available in the member's pickup or drop-off area. Reasons for approval of mode of transportation that are not the most economical are documented in our platform.

### Step 5

Through our transportation platform, LogistiCare verifies the service and destination requested are covered by the Medicaid plan, based on the RFP, scope of work, and contract. Additionally, the member's service must meet one or more of the following criteria:

- The service is to be provided by an in-network/in-state provider (a provider enrolled with West Virginia Medicaid and/or one of the state's Managed Care Organizations (MCOs) located within the state or within 30 miles of its border).
- The Medicaid Recipient must have prior authorization from the Utilization Management Contractor (UMC) or from an authorized Agency representative to receive medical services from an out-of-network/out-of-state provider, (a provider not enrolled in West Virginia Medicaid)

located out of state beyond the 30-mile border). When we receive transportation requests that require excessive travel distances, we confirm the member's trip is medically necessary and that services cannot be provided by a closer medical professional. The form requires certification by a medical professional and a valid medical reason for approval. If a CPC form is not approved because the member's treatment can be performed by a closer medical provider, our Utilization Review team denies the request and helps the member find a Medicaid eligible medical provider with new patient availability.

- The medical service for which the NEMT service is requested must be a medical service covered by WV Medicaid, and if it requires prior authorization, that has been granted by the appropriate entity.
- During the trip scheduling process, we identify the level of support a member may need, as well their need for additional support, such as door-to-door or hand-to-hand services. We document these within the member's profile in our platform. Before authorizing levels above public transit, when a member otherwise qualifies, we require medical confirmation from the member's primary care physician.
- If the Medicaid Recipient is dually eligible for Medicaid and another type of coverage, Medicaid is always billed last. If a medical service is covered in full by another coverage type, such as Medicare, that trip is ineligible for NEMT services. However, if a trip is paid in part by West Virginia Medicaid, then that trip is eligible for NEMT services.

## Step 6

If our platform determines an exception (e.g., non-covered service), the information is placed in an exception queue for further investigation by a trained CSR.

## Transport of a Member Who Expires

In the unfortunate event that a member expires while receiving medical treatment, we understand we are not responsible for transporting the remains. However, if a member expires during transport, drivers have been trained to contact the nearest law enforcement agency immediately for instruction, and to contact LogistiCare. LogistiCare will notify the Bureau of the occurrence within one business day.

## B. Advance Reservations

*The vendor will educate WV Medicaid recipients how to request NEMT services including that requests for services will be made at least five (5) business days before the service is needed. The vendor will develop processes to handle urgent requests including those that are (but not limited to) last minute, evening or falling upon weekends and/or holidays. The vendor will additionally develop processes to adjust for scheduling changes, NEMT providers failing to arrive for scheduled pick-ups, and inclement weather situations.*

Throughout the life of the contract, we will educate stakeholders of the Bureau's approved program rules and the methods to request NEMT services. We distribute written materials, maintain a West Virginia program website, and educate callers during phone interactions about the process to make a reservation. Through advanced mailings, verbal instruction, and educational handouts, LogistiCare informs members and stakeholders of our policies and procedures. In these communications, we emphasize:

- The availability of NEMT Services
- Eligibility for these services
- Five-day advance notice requirement
- How to request and use NEMT Services



We have provided our current BMS-approved Outreach and Education Plan as **Attachment 6**, in addition to educational materials created for the program. We will tailor our existing plan to the requirements of this RFP, and the approved Contract and Statement of Work, and submit a final, completed draft to the Bureau for review and approval no later than 30 days prior to the operations start date under the new contract.

Additionally, LogistiCare will mail written materials to inform and educate Medicaid Recipients and other stakeholders on the NEMT Program and its requirements.

## Handling Urgent Requests

The Bureau's policies and procedures define the distinction between emergencies and urgent trip requests. LogistiCare works diligently to accommodate urgent trip requests such as dialysis, post-operative complications, hospital discharges, or severe illness in a timely and compliant manner. Our West Virginia operations center will manage urgent trip requests placed during regular business hours. Urgent trip requests made outside business hours and on weekends will be managed at our Norton, Virginia operations center, where the CSRs are trained on West Virginia program rules and able to quickly facilitate services. The same policies and procedures apply to the request, regardless of when the request is made, or which operations center handles it.

When a member requests urgent, same-day, or next-day service, we require the medical provider to verify the urgency of the appointment before verbally confirming and assigning the trip to an available NEMT Provider. Once approved and assigned, the member or facility is notified of the NEMT Provider and ETA. If the trip is not verified as urgent, the trip will be denied, and the caller notified.

Hospital discharge requests are accepted by phone or fax. We verbally confirm and assign discharge trips with an NEMT Provider to make sure the member is picked up within one hour.

LogistiCare's NEMT Provider network includes independent drivers and use of flat rate vehicles that are able to respond quickly to urgent or same day requests, scheduling changes, and NEMT Providers that fail to arrive on time.

Continuity of services and access for critical-needs patients remains LogistiCare's top priority. In inclement weather situations, we prioritize life sustaining, critical transports. Our well-defined and documented Disaster Recovery/Business Continuity Plan (included in **Attachment 7**) details service management continuance during inclement weather conditions and serious catastrophic events (emergency, power failure, loss of phone systems, etc.).



I am the director of the Parkersburg Treatment Center and our clients utilize Logisticare's services 365 days a year. They can and do arrange rides for our clients to receive services on Christmas Day, Thanksgiving Day, etc. They have instituted standing orders for trips so that our clients do not have to call weekly to arrange rides. They are able to schedule trips three months ahead so they do not have to worry if they will be able to get to services or not. If there is a problem, the facility liaison is quick to respond and help find a solution to the problem.

**CATHERINE VAN VERTH SAYRE**

Clinic Director of Parkersburg Treatment Center



## C. Notification of Arrangements

*Vendor should inform the Medicaid recipient or the recipient's representative(s) of the transportation arrangements during the phone call in which the NEMT service is requested. Otherwise, the vendor should inform the member or the member's representative in a timely manner by later phone call, by facsimile, or by letter. If the vendor sends a letter, the letter should be mailed in time to be received by the member at least two (2) calendar days prior to the date of NEMT Services.*

Customer service excellence is a priority at LogistiCare. When a call is received to reserve transportation, our CSRs complete the Bureau-approved reservation process, and then inform the caller of the trip arrangements before releasing the call. On-screen prompts remind CSRs to repeat all trip arrangements, including the member's pickup time and location, special needs requests, drop off location, and contact numbers, once again before concluding the call.

For those members who choose to opt in, appointment reminder calls will be made the day before the trip. During this process, the member can request to speak to a live CSR to make changes or cancel the reservation. The deployment of appointment reminder calls has proven successful in decreasing member no-shows.

## D. Scheduling and Dispatching Trips

*The vendor should schedule and assign authorized trips to an appropriate NEMT provider. The following standards are to be maintained:*

- 1. The vendor should ensure that the average waiting time for a pick-up does not exceed fifteen (15) minutes. The vendor may propose a method to ensure that Medicaid Recipients arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return trip if the covered medical service follows a reliable schedule. The pre-arranged times may not be changed by the NEMT provider or driver without prior permission from the vendor.*
- 2. The vendor should indicate the process for rescheduling NEMT providers which is to be followed in situations where the NEMT provider is or may be late for a previously scheduled pick-up due to traffic, road closure, vehicle failure, inclement weather or any other unforeseen circumstance(s).*
- 3. The vendor and NEMT provider may group Medicaid recipients and trips to promote efficiency and cost effectiveness. The vendor may contact providers in this process.*
- 4. Medicaid recipients receiving behavioral health services covered by WV Medicaid for the scheduled trip should have transportation services scheduled with a licensed behavioral health center or licensed behavioral health provider as available/appropriate.*
- 5. Medicaid recipients scheduling NEMT services should not be allowed absolute freedom to choose transportation by particular NEMT provider. However, the vendor should strive to build and maintain relationships between NEMT providers and Medicaid Recipients. Additionally, the vendor should try to accommodate a recipient's request for specific NEMT provider enrolled with The Bureau.*
- 6. The vendor should notify the NEMT provider of the assignment at least two (2) business days prior to the trip, if possible, and should timely assign the trip to another NEMT provider if necessary.*
- 7. The vendor should contact an appropriate NEMT provider so that pick-up occurs within one (1) hour after notification of a hospital discharge.*
- 8. Specific scheduling and dispatching standards unique to specific trip types are defined as follows:*
  - a. Single Trips Requests: The vendor should require that requests for NEMT Services to a single appointment be made via a toll-free telephone number. Other methods of single trip requests may be allowed with The Bureau approval.*
  - b. Standing Order Trip Requests: The vendor should establish procedures to handle trip requests so that Medicaid Recipients are not required to continually make arrangement for repetitive appointments. The*

*vendor should include in its procedure to recertify the need of a Standing Order with the medical provider at least every ninety (90) calendar days.*

- c. Return Trip After Emergency Transports: In limited situations, a member may be transported by emergency medical air ambulance (fixed-wing or helicopter) or emergency medical ground ambulance to a medical facility. Upon discharge, if the member can be transported home via private auto, basic vehicle, wheelchair vehicle, or commercial air, the vendor should make the appropriate arrangements for the one-way transport for the member and up to one (1) attendant*
- d. Commercial Air Travel: In limited situations, the medical care required for a member cannot be provided within the State of West Virginia. WV Medicaid has enrolled specialty hospitals located elsewhere in the United States of America for which medical services have been prior authorized by WV Medicaid's UMC. The vendor should receive, schedule, and arrange air transports as requested by the UMC.*

*The vendor should determine if the medical services have been prior authorized and that the medical certification of the need for commercial air travel is obtained from the medical provider. The vendor should be responsible for making the appropriate arrangements, purchasing the tickets, and distributing them to the member. The vendor should be responsible for purchasing tickets for the member receiving medical services and up to one (1) attendant only.*

*The vendor should use the most cost-efficient arrangements possible with reasonable allowances for choosing a flight that would reduce the number of transfers and/or reduce travel time, and/or choosing an appropriate departure/arrival time based on the medical needs of the member. All tickets purchased for commercial air travel are to be coach seating.*

- 9. In certain situations, meals and lodging may be provided for a member and up to one (1) attendant for extended treatment out- of-state which requires at least one (1) overnight stay. All requests for out-of-state meals and lodging are to be evaluated and pre- approved by the vendor. The vendor may propose a method to use discounted lodging and meal services that might be offered through the medical provider or charitable organizations, such as Ronald McDonald House.*
- 10. The vendor should evaluate and arrange the most appropriate transport method based on the member's medical condition, the reason for the transport, the urgency of the transport and the destination of the transport. Appropriate air transport may be a commercial flight with or without a medical escort or private charter flight (non-air ambulance).*
  - a. The vendor may propose a method to prior authorize all fixed wing air transportation flights. The vendor should make provisions for retroactive reviews of authorization requests for air transports that occur after business hours, on weekends, and on holidays. Appropriate air transportation includes commercial air and private charter flights.*
- 11. The vendor may transport family member(s) and/or caregivers if space and conditions allow. However, there should not be a reimbursement for transport of persons other than the beneficiary.*

LogistiCare employs quality-based trip planning, enabled through our platform, to efficiently schedule, assign, and dispatch trips. Member trips are assigned using cost and quality metrics to best match the member to the level of care needed.

## Wait Times for Pick-Up

Arriving on schedule for required treatments is critical to the health of Medicaid members, especially individuals with chronic health conditions. Our systems and procedures allow us to confirm that the average waiting time for a pick-up does not exceed 15 minutes. By using our system for trip oversight, we are able to minimize opportunities for late arrivals and quickly determine alternative plans to pick up members on time. In these instances, our Transportation Coordinators take proactive steps to reschedule routes or determine if a nearby, available vehicle is able to get to the member first.

Transporting members in a safe and timely manner is one of our primary goals. On-time performance issues are addressed and additional training or corrective actions are exercised to help drivers improve their compliance with their contracted standards. Providers that continue to experience poor performance may be assessed liquidated damages, trip reduction, placed on corrective action plans and possibly removed from the network.

NEMT Providers and drivers do not have the authority to change the member's assigned pickup time without permission from the member and/or LogistiCare.

## Rescheduling NEMT Providers

Arriving on schedule for required treatments is dire to the health of Medicaid members, especially those with chronic health conditions. With the critical role transportation plays in helping Medicaid members achieve better health outcomes, it is important to maintain a robust and well-managed network. We perform extensive network capacity analyses in relation to trip demand to identify potential gaps in vehicle and/or level of service availability and maintain a 'backup' network to assist with trip recovery and last minute scheduling whenever necessary.

Independent drivers, taxis, and NEMT Providers with flat rate, on-demand vehicles offer a safety net for trips that cannot be performed by the assigned NEMT Provider. Services from these NEMT Providers allow us to maintain on-time performance standards. If a driver is behind schedule or involved in an incident or accident that will delay a member's arrival for their scheduled appointment, we require immediate notification. Once notified, our Transportation Coordinators research NEMT Providers that serve the geographic area that have an appropriate vehicle available to recover the trip. The Transportation Coordinator calls the NEMT Provider and gains verbal notification of their acceptance. Providers are required to follow their verbal acceptance with a written confirmation by fax or email. Once a recovery plan is in place, we verbally notify the member of their updated trip arrangements.

With the future integration of our new enhanced application\*\* or the Provider's use of one of our preferred ATMS vendors, this process will be more efficient and proactive. The transportation team will have live visibility of Providers that use the applications with location services enabled. The team will receive live ride updates based on the vehicle's geo-coordinates while the trip is in progress. If a vehicle is behind schedule, we will be able to review the member's updated time of arrival, and determine if recovery efforts are required for their on-time arrival. These features will be available following the deployment of our technology upgrades, which we will discuss with the Bureau post-award.



The Ronald McDonald House of Southern WV has worked with LogistiCare for the past year now. We send over our guest lodging to them for reimbursement. They have been great to work with...

LogistiCare has been a life saver for a lot of our families with no transportation.

The Ronald McDonald House of Southern WV is hoping that you will renew your contract with LogistiCare.

### TERRI SPINKS

Executive Assistant of Ronald McDonald House Charities

## Multi-Loading

LogistiCare seeks to increase opportunities for multi-loading whenever possible. We use multi-load trips where members are picked up at the same location and dropped off at or near the same location (e.g., group living facilities).

## Behavioral Health Services

We encourage behavioral health agencies with access to their own vehicles to provide transportation for eligible Medicaid members. We confirm that the transportation requested to these centers is scheduled and for a Medicaid billable service. In 2019, we worked with the following facilities that provided trips using their own vehicles:

Facility Name	Number of Trips
Change Inc.	1,521
Daily Companions Inc.	6,094
FMRS Health Systems Inc.	16,401
Logan Mingo Area Mental Health	17,614
Mullens Manor Inc.	64,638
Northwood Health Systems Inc.	64,191
Open Doors Inc.	1,022
PACE Enterprises of West Virginia	8,940
Pretera Center for Mental Health Services	20,998
Renovo Patient Transportation LLC	4,731
Westbrook Health Services Inc.	8,915
<b>Total</b>	<b>215,065</b>

## Preferred NEMT Providers

To provide continuity of care and increase comfort during transport, especially for recurring trips or nursing home transports, we allow members to request a preferred NEMT Provider if appropriate. This information is stored in the member's profile and used during reservations to streamline the intake process. If assignment to the preferred provider is not possible at the time of reservation, LogistiCare assigns the trip to the highest quality, most economical Provider.



## NEMT Provider Assignment

LogistiCare will notify the NEMT Provider of an assignment at least two business days prior to the trip. Providers are required to reroute trips more than 24 hours before the scheduled pick up time. If they reroute with less than a 24 hours' notice, they may be subject to liquidated damages.

## Hospital Discharge Wait Times

We require medical providers to verify a member's need for pickup after discharge. After entering the member's request into our platform with all pertinent information relating to the ride, our CSR flags the request and routes it to a Transportation Coordinator for priority scheduling. The Transportation Coordinator manually assigns the trip to an NEMT Provider and verbally confirms the details of the trip with both the member and provider. Transportation will be completed within one (1) hour of the original request.

## Scheduling and Dispatching

Our platform stores all information gathered during the reservation process and meets all requirements defined by the Bureau for single and standing order reservations, urgent trips, and distance calculations.

- **Single Trip Requests.** Members, medical providers, facilities, and NEMT Providers can make single trip reservations through LogistiCare's toll free line, the member or facility web portal, the member application, or fax.
- **Standing Order Trips.** Members with advanced medical needs, such as those undergoing dialysis or cancer treatment, sometimes require round-trip transportation several times a week. To address the needs of these members, we allow facilities and members to make "standing order" trip requests over the phone, fax, or through the TripCare portal. Perpetual standing order requests, such as those for dialysis treatment, remain in the system with no end date, and are recertified quarterly, or as needed.

Member eligibility for standing orders is verified when the request is received and re-verified thereafter for the duration of the order through the Ineligible Rider Report. If a member with a standing order appears on the report, we work to confirm their eligibility.

- **Return Trip after Emergency Transport.** If a member is transported by emergency medical air or ground ambulance to a medical facility, but is able to be transported to their residence by an NEMT Provider upon discharge, we manually assign an NEMT Provider to make the appropriate arrangements for the one-way transport for the member and up to one additional passenger.
- **Commercial Air Travel.** Upon receiving a request for air transportation for services in another state that has not received prior authorization by the Bureau, LogistiCare's Utilization Review Specialist will contact the member's local medical provider to make certain the appointment is covered and services cannot be performed within West Virginia. Our Utilization Review Specialist also will contact the medical provider in the treatment state to verify the appointment and confirm coverage of the medical service.

We will schedule commercial air transportation and make the process as convenient and stress free for members as possible. When researching flights, we will consider layover times, commuting distances between gates, and the member's appointment time. The ticket cost will be prepaid and we will communicate



any special accommodations to the airline at the time of scheduling (i.e., wheelchair, mobility device, obese, etc.). In addition, LogistiCare will purchase a coach class ticket for one adult attendant, if medically necessary.

Transportation to and from the airport will be arranged after securing the airline reservation. We will coordinate with all parties to secure the arrangements and will communicate the information to the member and their representative before distributing the ticket. Medically necessary air transportation will be billed to the Bureau and documentation for air transport will be maintained and presented to the Bureau to support the amounts billed.

## Out-of-State Meals and Lodging

LogistiCare understands circumstances may arise that require an overnight or extended stay. In developing our process for out-of-state travel, we consider the needs and resources of members. Recognizing that many members live on fixed incomes, we prepay for all travel, meal, and lodging expenses, as appropriate.

After securing transportation, our Utilization Review Specialist will research reasonable options for lodging including free alternatives (e.g., Ronald McDonald house), and arrange meals for the member and one medically necessary attendant. Although we make a point to prepay for all services whenever possible, if a member must pay for an expense, we will provide prompt reimbursement using our reloadable debit card. Members will be provided written language describing the process to submit claims for reimbursement as well as the state's allowance for meals and lodging. Our meals and lodging policy aligns with the Bureau's travel policies and procedures.

LogistiCare's debit card program not only reduces use of paper, it also confirms member receipt of reimbursement funds in a timely and cost-efficient manner. After the member's reimbursement claim is approved, funds are securely transferred to the card during the subsequent claims payment cycle. The debit card allows members to access funds at over 80,000 surcharge free locations. Members can check their balance, access transaction history, and find an ATM by phone, web, or via a free mobile app. In addition, they can sign up to receive balance alerts via text message. Support for the program is available 24/7/365 for debit card related questions.



Our Ronald McDonald House in Huntington, WV appreciates all you do to provide NEMT lodging reimbursement for qualifying overnight stays for West Virginia Medicaid members who stay at our RMH. Your staff is always prompt, courteous, and professional; and payments are made in a timely manner.

We realize that we are just one of many lodging facilities that you work with in addition to all of the drivers and health care facilities that you interact with, yet you treat us as if we are special. Your support helps our mission of providing families with seriously ill and injured kids the gift of togetherness near the medical care and resources they need. Our RMHC families travel miles and hours away from home for their children to receive life-saving medical care. By having access to a comfortable bed, hot shower, and home-cooked meals, families can stay with their children during the duration of their medical care. This allows families to focus on what matters most: their children's health and well-being.

On behalf of all of our families, staff, volunteers, and our Ronald McDonald House, we thank you for giving families with sick and injured children the best medicine: each other! We look forward to continuing to work with LogistiCare for NEMT lodging reimbursements.

**JULIE CHILDERS**

Ronald McDonald House Charities

## Appropriate Transport

When arranging transport, we consider the member's medical condition, reason for travel, urgency and the destination. If travel is required via commercial air, private charter flight, or non-air ambulance, we gain prior authorization from the Bureau and retain quotes to determine the most cost-effective NEMT provider. If a medical escort is needed, we make the necessary accommodations and advise all parties of the travel arrangements.

### Prior Authorization

Our typical process for prior authorization for excessive transportation and overnight lodging and meals includes confirmation of the need for the trip by the member's medical provider and submission of this information to the Bureau for approval. If the request is received outside of normal business hours, we will provide the travel and conduct a post-trip authorization. Documentation for all charges are reported to the Bureau and provided for reimbursement.

## Family/Caregiver Transport

LogistiCare understands that family members or caregivers can be transported if space and conditions allow. However, reimbursement will not be provided for transport of persons other than the member.

## II. NEMT Providers

### A. Network of NEMT Providers

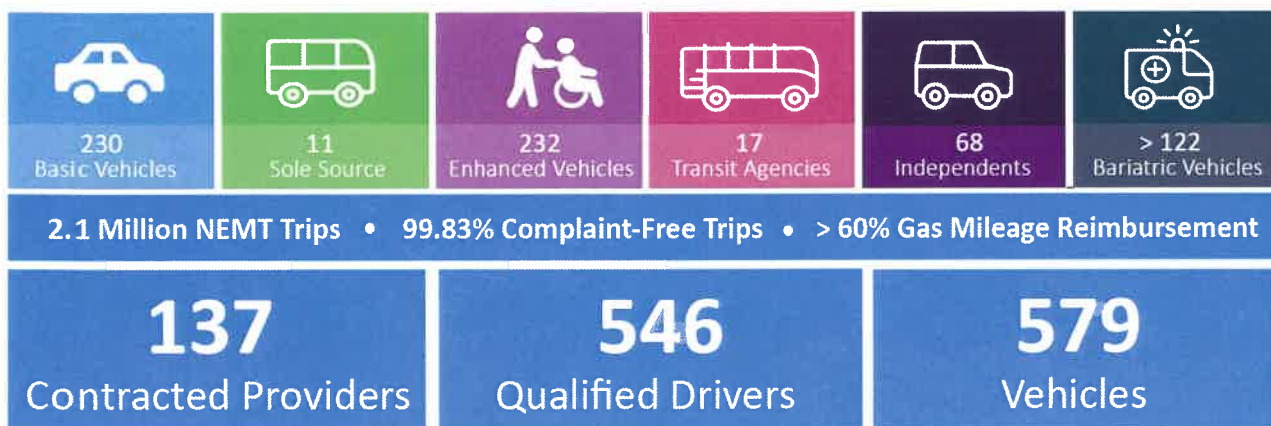
*The vendor should establish a network of NEMT providers and negotiate reimbursement with interested, willing and qualified transportation entities; including licensed behavioral health centers that meet the transportation provider requirements. The vendor is encouraged to develop innovative and creative strategies to reduce per-trip costs such as providing reimbursement for gasoline and making greater use of fixed-route public transportation. The vendor should establish and maintain a good working relationship with NEMT providers, medical providers and professional associations with which it is required to be in contact in the performance of the Contract.*

*The vendor should submit with its Proposal Letters of Commitment from proposed NEMT providers with whom the vendor intends to negotiate a contract for NEMT Services. Each letter of Commitment should include the number of vehicles by type that the proposed NEMT provider operates and the geographic areas in which the proposed NEMT provider is to operate. The vendor will notify The Bureau of service level changes to the approved providers' fleets and/or operational areas.*

*The vendor should also include in its Proposal the proposed number of vehicles by type operated by all proposed NEMT providers as of the anticipated operations start date of the NEMT Broker Program. The vendor should include contingency plans for the unexpected; peak transportation demands, weather and other related natural disasters. Additionally, the vendor will detail back up plans for instances when a NEMT provider's vehicle is excessively late or is otherwise unavailable for service. The vendor should identify NEMT providers for bariatric transportation by geographic areas of coverage.*

*If the vendor recruits existing NEMT providers, the vendor should ensure that drivers may continue to provide NEMT Services under the current state administered program until coverage under the NEMT Brokerage Program starts. The vendor should include in its Proposal a plan ensuring that there is NO delegation of service(s).*

As the incumbent for West Virginia's statewide NEMT program, LogistiCare has an established and credentialed network of 137 NEMT Providers, 68 Independent Drivers, 17 public transit agencies and 11 behavioral health centers with access to vehicles that currently serve Medicaid members throughout the state. In 2019, we used our network of 546 drivers with 579 basic, enhanced, and other types of vehicles, and the promotion of the gas mileage reimbursement and public transit programs for eligible members, to successfully complete more than 2.1 million trips throughout all 55 counties and the adjacent states of Virginia, Ohio, Kentucky, Maryland and Pennsylvania. Our current network breakdown is represented in the following graphic.



*\*Public transit agencies and sole source NEMT Providers have access to multiple multi-passenger and enhanced vehicles.*

Our network was designed to offer members with ranging acuities and needs safe and appropriate transportation. More than 122 vehicles in our network, including those operated by transit agencies and sole source providers, are capable of bariatric transports. We assign this level of service when transportation by any other means could pose a hazard to member's health. The list below summarizes the current list of NEMT Providers with bariatric vehicles, by county, and demonstrates our network's ability to accommodate members in all areas of the state.

BARIATRIC CAPABLE PROVIDER	COUNTY
Berkeley Senior Services	Berkeley
Bluefield Area Transit	Mercer
C & H Company	Kanawha
Central West Virginia Community Action	Harrison
Daily Companions Inc	Jefferson
Eastern Panhandle Transit Authority	Berkeley
Fairmont- Marion County Transit	Marion
FMRS Health Systems Inc.	Raleigh
Little Kanawha Transit Authority	Calhoun
Mountain Transit Authority	Nicholas
Mullens Manor Inc.	Wyoming
Northwood Health Systems Inc.	Ohio
Open Doors Inc.	Greenbrier
PACE Enterprises of West Virginia	Monongalia
Patient Transportation Inc.	Berkeley
Potomac Valley Transit Authority	Grant
Pretera Center for Mental Health Services	Cabell
Preston County Senior Citizens Inc.	Preston
Raleigh County Community Action Association	Raleigh
Right Path Transportation	Kanawha
St. Mary's Medical Center Inc.	Cabell
Stat EMS LLC	Wyoming
Tri River Transit Authority	Lincoln
Westbrook Health Services Inc	Wood



In addition, we contract with all willing and qualified behavioral health centers that meet the standards for NEMT service; these centers are considered Sole Source Providers. Within the last 18 months, we have contracted with 11 Sole Source Providers with access to one or more vehicles. Sole Source Providers provide a reliable transportation alternative for members who typically have behavioral issues and other needs. In the following list, we provide the number of trips managed by each Sole Source Provider. In 2019, these centers delivered approximately 10% of our annual trips.

FACILITY NAME	NUMBER OF TRIPS
Change Inc.	1,521
Daily Companions Inc.	6,094
FMRS Health Systems Inc.	16,401
Logan Mingo Area Mental Health	17,614
Mullens Manor Inc.	64,638
Northwood Health Systems Inc.	64,191
Open Doors Inc.	1,022
PACE Enterprises of West Virginia	8,940
Prester Center for Mental Health Services	20,998
Renovo Patient Transportation LLC	4,731
Westbrook Health Services Inc.	8,915

We find that transportation by the centers decreases opportunities for complaints, especially for members with intellectual and developmental disabilities, because the riders have increased familiarity and comfort with their driver. Sole Source Providers are required to meet the same standards for credentialing as other NEMT Providers, including bi-annual vehicle inspections.

## Negotiate Reimbursement

When developing our network, our Provider Relations team negotiated fair and competitive reimbursement rates with all NEMT Providers and set clear performance expectations. As appropriate, we renegotiated rates to encourage quality service and cost efficiency, and rewarded Providers that consistently met their performance metrics with additional trip volume. Because many of our partners are small, local businesses, the increased volume has resulted in business expansion.

## Innovative and Creative Strategies to Reduce Per-Trip Costs

We have successfully integrated innovative transportation services with established NEMT methods to meet trip demand and drive down program costs. Since 2018, we increased assignment to the most cost-effective transportation modes, such as gas mileage reimbursement and public transportation, and instituted greater controls to mitigate fraud, waste, abuse and misuse, especially for members traveling to substance use treatment.



## Gas Mileage Reimbursement

West Virginia is a leader in the usage of gas reimbursement (GMR) for NEMT. When we assumed the contract from the previous broker in 2018, GMR accounted for approximately 40% of all trips. Through continuous promotion of the program, with additional fraud, waste, abuse, and misuse measures, utilization of GMR has increased to over 60%. On every trip request call, our CSRs ask members a number of questions to determine if they have access to a private vehicle – whether personally-owned or one belonging to a friend or family member. After entering the pickup and drop-off locations for the trip, we offer the member an estimated reimbursement amount and explain the process for reimbursement, including the requirement to submit a Mileage Reimbursement log signed by the medical provider.



### WEST VIRGINIA GAS MILEAGE REIMBURSEMENT TRIP LOG

Mail or Fax to: LogistiCare Claims Department  
770 Park Avenue NW  
Norton, VA 24273  
Fax #: 866-528-0462  
Gas Mileage Reimbursement Billing Inquiries: 844-889-1942

DRIVER NAME: \_\_\_\_\_

DRIVER PHONE #: \_\_\_\_\_

DRIVER MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

MEMBER ID #: \_\_\_\_\_, by submitting this driver log do affirmatively certify I have a current, valid and unrestricted West Virginia driver's license; that the vehicle used to perform the services has passed an annual inspection by West Virginia, and that the vehicle is currently and properly registered and insured pursuant to the laws and regulations of the state of West Virginia.

IS TRIP A STANDING ORDER? ☐ Y ☐ N

IF YES, CIRCLE THE DAYS TRAVELED WEEKLY: S M T W T F S

Trip Date	Trip Job #	Medical Provider Name & Phone #	Physician/Clinician Signature*	Total Miles
		Name:		
		Phone #:		
		Name:		
		Phone #:		
		Name:		
		Phone #:		
		Name:		
		Phone #:		
		Name:		
		Phone #:		

\*Each date of service and each log of trip must have a physician or clinician signature in order for reimbursement to be approved. All mileage reimbursement trips are limited to 125 miles or less.

I hereby certify the information contained herein is true, correct and accurate.

Member Signature \_\_\_\_\_ Driver Signature \_\_\_\_\_

**Figure II-1: The Gas Mileage Reimbursement Log must be signed by the member's medical provider, the member, and the driver.**

We have taken extra strides to combat fraud, waste, abuse and misuse of the GMR program. When we began serving the contract in 2018, members would frequently request reimbursement for trip more than 30 miles from the home area; this especially applied to members attending medication assisted treatment. We collaborated with the Bureau to implement cost-savings standards, including the requirement for members to visit the closest provider available and able to provide treatment. Now, if a member requests a trip outside of their local area when a closer provider is available to provide the same service, we explain that we will only reimburse the driver for travel to the closest provider.

## Public Transit

West Virginia has a dynamic public transit system that reaches 32 of the state's 55 counties. Through our partnerships with 17 of the state's transit agencies, we stay abreast of local transit options and maximize opportunities to provide consistent and reliable transportation access to members in urban, rural, and suburban areas. Since 2019, we have used LogistiCare's best practices and our knowledge of the state's public transit to increase public transit utilization by 72% - representing significant cost savings and freeing up commercial provider capacity for members in need of higher modes of transportation. Through our

dedicated call script and our platform's integration with Google Transit, we are able to quickly identify members that qualify for this mode of travel, and share detailed trip planning information while on the reservation call: i.e., transit routes, pick-up and drop-off times, stop locations, stopping distance from the member's pick-up and drop-off locations.

We will continue to leverage our expertise in rate negotiation, innovative transportation services, and network rightsizing to deliver cost savings to the Bureau.

## Relationship Building with NEMT Providers, Medical Providers and Professional Associations

LogistiCare finds it important to attain direct feedback from stakeholders to consistently improve the statewide NEMT program and to reinforce our relationships with the community. As an integrated member of the healthcare community, we develop strong partnerships with NEMT Providers, medical providers and professional associations through frequent communication and outreach.

### Regional Advisory Committee Meetings

In the new contract cycle, we will conduct scheduled Regional Advisory Committee meetings throughout the state and invite participation from all stakeholders, including medical providers, NEMT Providers, members, representatives of the Bureau, professional associations, advocacy groups, behavioral health centers, and other members of the healthcare community to provide education about the NEMT benefit and to gain a holistic program perspective. These meetings will allow us to successfully foster two-way communication with our partners and develop personal relationships with those we serve. More importantly, they will serve as an open platform to discuss program needs and collaborate on solutions to correct deficiencies.

### Outreach and Education with NEMT Providers and Medical Providers

Members of our leadership team and Outreach and Communication team participated in more than 900 outreach events in 2019. We will continue to foster relationships with medical providers and NEMT Providers through outreach and participate in events and meetings hosted by medical providers and professional associations on a regular basis. For instance, our Provider Relations Manager attends transit meetings in the state and the Outreach and Communications Manager frequently attends trainings on behalf of medical providers and groups associated with Medicaid members to learn about innovations in healthcare, especially related to transportation, and trends serving Medicaid members with critical care needs.

### Quarterly Network Meetings

Each quarter, we host informative meetings in a different region of the state and meet with local NEMT Providers and facilities (i.e. behavioral health centers, senior facilities) that provide their own transportation for training, education, and collaboration. We share information about program changes, policy updates, and the network's performance, as a whole, before inviting attendees to openly share their ideas, challenges they may face, concerns about the program, and other experiences. Using a "town hall" approach, we strategize ways we can work together to move the transportation program in a positive direction. West Virginia's management uses the feedback we gain from these meetings to develop culturally responsive solutions, such as process changes, before the next meeting.

Over the past 18 months we have facilitated 21 Quarterly Network Meetings in cities such as Martinsburg, Bridgeport, Charleston, Beckley, Bluefield, and Summersville. Each meeting included between eight and 16 participants that were focused on creating and maintaining collaborative partnerships aimed to best serve Medicaid members. We increased our understanding of the Provider perspective and used their input to update our processes, to increase efficiencies and accuracy, and to improve our Provider training.

### One-On-One Provider Meetings

West Virginia's Provider Relations Manager visits the offices of NEMT Providers to discuss performance in relation to contract expectations. Providers are presented information from their Provider Performance Score Card which benchmarks their performance against other Providers and scores the quality of their performance based on complaints, reroutes and refused trips, and on-time performance. The Manager reviews the Provider's upcoming credentialing/inspections and requests updates for any expiring credentialing documents, and discreetly performs spot checks of the Provider's facility and vehicles that may be on-site. If a NEMT Provider is experiencing challenges, the Manager takes the time to provide one-on-one training. If the Provider is unavailable to meet face to face, these visits may be conducted via web.

### Letters of Commitment

Please refer to **Attachment 8** for Letters of Commitment from many of our current NEMT Providers with whom we will contract with for the new contract cycle. Each letter includes the number of vehicles by type and the Provider's geographic areas of coverage. If there are any changes to the approved Providers' fleets or operational areas, we will notify the Bureau.

### Anticipated Vehicles by Type

Based on our interpretation of the data provided in this RFP, and our history serving the state of West Virginia, we are confident that our current network of NEMT Providers, transit agencies, and sole source Providers is sufficient for the expected trip demand. This network of qualified and credentialed Providers is available to continue services starting day one of the anticipated contract start date. The table below shows the number of vehicles planned for use, by mode:

NETWORK BREAKDOWN	
Mode	Number of Vehicles
Other/Independent Drivers	68
Public Transit Agencies	17 Agencies*
Basic Vehicles	230
Enhanced Vehicles	232
Behavioral Health Centers (Sole Source Providers)	11 Centers with access to vehicles
Bariatric Vehicles	> 122

A number of our contracted NEMT Providers have the ability to provide bariatric transportation services, which will enable coverage for the entire state of West Virginia.

## Driver Timeliness

LogistiCare's average for on-time rides currently exceeds the program's requirement of 80%. We have accomplished this through strict enforcement of on-time performance policies, maintaining a robust network, and continually monitoring network performance and quality.

### Provider Expectations

With the critical role transportation plays in helping members achieve a better quality of life, we find it necessary to leverage our extensive experience and tools to enforce strict on-time performance standards in every program. Starting in the recruiting phase of network development, our Provider Relations team explains our expectations for on-time performance and how we measure provider timeliness. Because we know that some counties have extreme geographic challenges that could cause transportation delays, we discuss pre-emptive actions providers can take to manage performance and encourage proactive communication regarding at-risk trips.

### Live Vehicle Tracking\*\* Following the Deployment of GPS Tracking

For drivers using location services, either through a certified ATMS partner or LogistiCare's enhanced driver app, we will have real-time visibility into the vehicle's location and more accurate estimations of members' arrival time for scheduled appointments. Drivers' geo-coordinates will be tracked and stored at regular intervals and associated with events such as rider pick-up and drop-off. This functionality allows for live ride visibility on a map while the ride is in progress (if the driver is online). Vehicle tracking with pick-up and drop-off time estimations will empower logical decision making and improved management of situations that could result in late trips.

- Transportation Coordinators and NEMT Providers will have visibility into what trips we need to intervene on if we anticipate the member will arrive late to an appointment
- If a reroute is needed to meet the member's appointment time, the Transportation Department can view other vehicles that are able to take on the affected trips with minimal disruption.

If there are changes to a member's pick-up time or vehicle, LogistiCare will immediately notify the member and/or their caregiver by phone.

## Urgent and Back Up Transportation

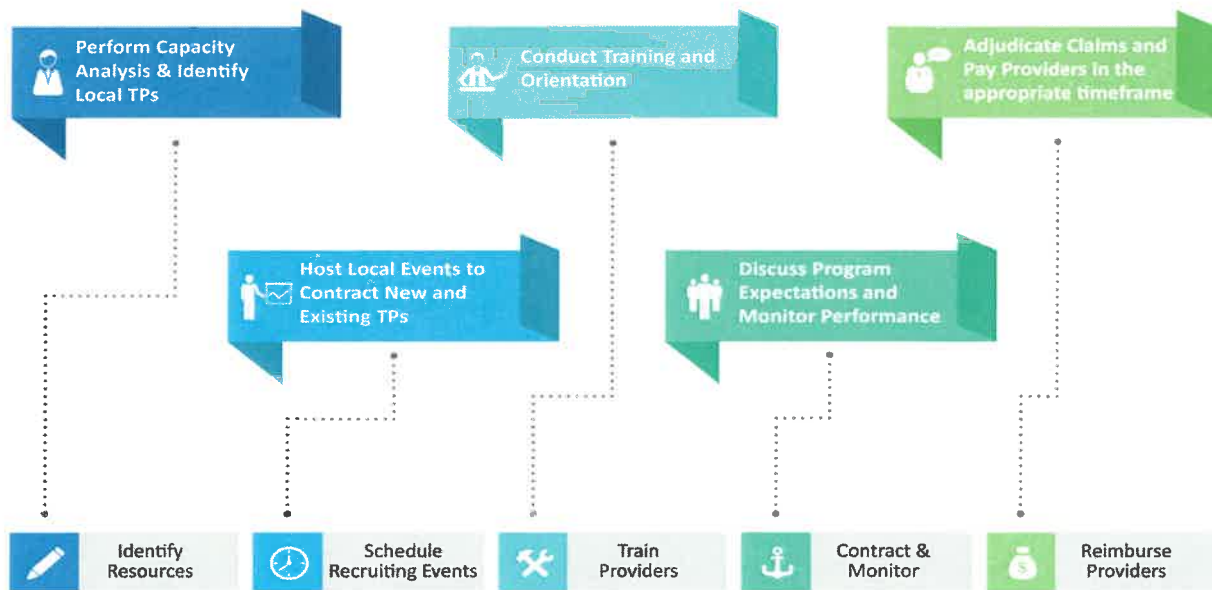
When establishing our primary network, we discussed the need for "on-demand" services with NEMT Providers that have access to basic and enhanced vehicles, widespread coverage of the state, and the ability to accept trips with little to no advanced notice. Through special arrangements with select NEMT Providers, on-demand vehicles are reserved in standby mode for designated periods of time or for specific locations for on-demand rides, will-call trips, trip recovery, and same day trips. Additionally, we have access to taxis that meet the State and Federal guidelines for service.

## Contingency Plans for Increased Demand and Disasters

Using our capacity management and planning process, we continually monitor the health of our network to identify areas where we may need to increase coverage to correct capacity gaps. Our goal is to maintain 115% capacity at all times. Maintaining an excess number of NEMT Providers in all areas offers the flexibility and

resources to manage increases in demand or unexpected changes due to weather, late vehicles, or other situations that commonly impact network activity. In instances that we experience an extreme shortage of Providers, we employ our recruitment strategies to procure the services of additional NEMT Providers and initiate the use of our recovery vehicles (i.e. taxis).

### Network Augmentation



**Figure II-2: The graphic summarizes our process for network development and retention**

Once we identify the number of vehicles needed by mode and geographic area, we contact our existing NEMT Providers to discuss fleet expansion or coverage of additional counties, and schedule local events to recruit new NEMT Providers.

### Disaster Planning

LogistiCare is proactive in identifying and preparing for disasters that can occur. We are aware of the increased chance of extreme weather, such as rain and flooding or snowstorms during the winter season, and have tailored our Disaster Recovery Plan to the needs of West Virginia's Medicaid members. We follow the terms of the plan to continue operations and critical transportation services during adverse weather conditions and other disasters, such as the national COVID-19 pandemic of 2020.

- ▶ **Adverse weather conditions that frequently occur in West Virginia:** By meeting with NEMT Providers, facilities, and other advisors, we can discover which streets are most traversable, determine alternate routes that safeguard drivers and riders, and identify which clinics and facilities will serve as the designated emergency center for members. This information will be used to manage transportation, especially for high acuity patients and those with critical care needs, when acute catastrophic events strike (i.e., terrorism, blizzard, hurricane, etc.).
- ▶ **COVID-19 National Health Crisis:** In the wake of the global coronavirus pandemic, our local and corporate leaders took swift and appropriate actions to protect the safety of Medicaid members, NEMT Providers, staff and the general public. We distributed daily communications to our internal staff and frequent memorandums to NEMT Providers and facilities with guidance on protective measures, including good hand hygiene, respiratory etiquette, stay at home policies for individuals



that have been exposed to the virus or show symptoms, and vehicle decontamination procedures. In addition, we have enacted the following practices:

- We arrange solo rides (not multi-loaded with other members) for any members identified with risk factors or exposure as defined by the CDC.
- We ask members to reconfirm their medical appointments prior to each NEMT trip as we encountered significant cancellations of non-urgent appointments by medical providers without notice to the member.
- We provide CDC guidance for vehicle sanitation and distribute regular communications to NEMT Providers to reinforce the need for repetitive cleaning of vehicles.
- We ask NEMT Providers and drivers to minimize any hand-to-hand contact or door-through-door delivery of members to maximize social distancing.
- We ask medical facilities to report, in advance, any special information required to transport members to their sites.
- We ask facilities to communicate site closings and the anticipated duration of such closings to avoid dispatch of limited NEMT resources.
- We ask facilities if they plan to conduct in-person COVID-19 evaluations or testing to avoid unnecessary trips to and from medical sites that are not accepting members seeking those services.

A sample Disaster Recovery Plan is provided in **Attachment 7**.

## Geographic Coverage for Bariatric Transportation

In accordance with the Bureau's requirements, upon re-award, we will provide the geographic coverage of our contracted NEMT Providers that can accommodate bariatric transports. LogistiCare has an established history of recruiting, contracting, and coordinating trips with Providers to fulfill bariatric requests.

## NEMT Fleet and Operational Changes

If, at any time, service level changes are needed to the approved Providers' fleets and/or operational areas, LogistiCare will notify the Bureau.

## Recruiting Providers and Delegating Services

In accordance with the Bureau's requirements, we will ensure drivers are eligible to continue to provide NEMT Services before the start date of the new contract. We have sufficient staffing, including teams dedicated to NEMT Provider compliance, recruiting, retention, and oversight to ensure that no services are delegated to other parties.

## B. NEMT Provider Contracts

*The vendor should identify, recruit and negotiate contracts with NEMT providers, including all modes of transportation listed in Section III of Appendix 1, sufficient to meet the needs of the Medicaid Recipients. The vendor should offer a contract to any willing provider and all willing licensed behavioral health centers that meet the transportation provider requirements. The vendor should secure sufficient NEMT providers resources (numbers and types of vehicles, drivers) under contracts so that the failure of any NEMT provider to perform should not impede the ability of vendor to provide NEMT Services in accordance with the requirements of the Contract.*

*The vendor should submit with its Proposal a model contract that the vendor intends to use with NEMT providers. The model contract for each mode of transportation should be reviewed and approved by The Bureau prior to use.*

*The model contract should address the following items:*

- 1. Payment administration and timely payment;*
- 2. Modes of transportation;*
- 3. Geographic coverage area(s);*
- 4. Attendant services;*
- 5. Telephone and vehicle communication services;*
- 6. Information systems;*
- 7. Scheduling;*
- 8. Dispatching;*
- 9. Pick-up and deliver standards;*
- 10. Urgent trip requirements;*
- 11. Driver qualifications;*
- 12. Expectations for door-to-door, hand-to-hand, curb-to-curb;*
- 13. Driver conduct;*
- 14. Driver manifest delivery;*
- 15. Vehicle requirements;*
- 16. Back-up service;*
- 17. Quality assurance;*
- 18. Non-compliance with standards;*
- 19. Training for drivers;*
- 20. Confidentiality of information;*
- 21. Specific provision that, in the instance of default by vendor, the agreement should be passed to The Bureau or its agent for continued provision of NEMT Services. All terms, conditions, and rates established by the agreement should remain in effect until or unless otherwise terminated by The Bureau at its sole discretion;*
- 22. Indemnification language to protect the State of West Virginia and The Bureau;*
- 23. Evidence of insurance for vehicle and driver;*
- 24. Submission of documentation as required by The Bureau;*
- 25. Appeal and dispute resolution; and*
- 26. Assurance of no over-lap of services with other programs*

West Virginia's Provider Relations team has established a statewide network that includes the transportation modes listed in Section III of Appendix 1. Our team contracts with any willing provider and all willing licensed behavioral health centers that meet the NEMT Provider requirements. Based on the information in this RFP and our history serving the state, we are confident that our network is adequate for the current utilization. If utilization increases or we identify gaps in capacity that require augmentation of our existing network, we will continue to recruit and contract with any willing NEMT Providers and all willing licensed behavioral health centers that can support the added trip volume for Medicaid members, statewide. Providers that meet LogistiCare's requirements for contracting and that satisfy all credentialing requirements must sign a Contract

to acknowledge their understanding and willingness to continually comply with the program's terms of service. Please see **Attachment 9** for our model contract which addresses all of the following topics:

MODEL CONTRACT REQUIRED TOPICS	
Requirement	Addressed?
Payment administration and timely payment	Yes
Modes of transportation	Yes
Geographic coverage area(s)	Yes
Attendant services	Yes
Telephone and vehicle communication services	Yes
Information systems	Yes
Scheduling	Yes
Dispatching	Yes
Pick-up and deliver standards	Yes
Urgent trip requirements	Yes
Driver qualifications	Yes
Expectations for door-to-door, hand-to-hand, curb-to-curb	Yes
Driver conduct	Yes
Driver manifest delivery	Yes
Vehicle requirements	Yes
Back-up service	Yes
Quality assurance	Yes
Non-compliance with standards	Yes
Training for drivers	Yes
Confidentiality of information	Yes
Specific provision that, in the instance of default by vendor, the agreement should be passed to the Bureau or its agent for continued provision of NEMT Services. All terms, conditions, and rates established by the agreement should remain in effect until or unless otherwise terminated by the Bureau at its sole discretion.	Yes
Indemnification language to protect the State of West Virginia and the Bureau	Yes
Evidence of insurance for vehicle and driver	Yes
Submission of documentation as required by the Bureau	Yes
Appeal and dispute resolution	Yes
Assurance of no over-lap of services with other programs	Yes

If required by the Bureau, we will update our existing NEMT Provider Contract to reflect any program changes and provide a draft with the revisions to the Bureau for review and approval prior to use.

We will continue to secure the services of network resources so that the failure of any NEMT Provider to perform will not impede our ability to provide NEMT Services in accordance with the requirements set by the Bureau for the new Contract term.

### C. NEMT Provider Reimbursement

*The vendor should provide timely payment to each contracted NEMT provider for the services rendered. Vendor reimbursement to NEMT providers will demonstrate adequacy to insure access for Medicaid members and provider participation. The vendor may reimburse NEMT providers through any payment arrangement agreeable to both parties, including a sub-capitation arrangement. All payment arrangements are to include an incentive or safeguard to ensure utilization data for every encounter is submitted to vendor. The vendor's Proposal should describe the following:*

1. *Payment methodology;*
2. *Billing system;*
3. *Billing policies;*
4. *NEMT providers instructions and procedure; and*
5. *Penalties for late submission of reimbursement request.*

*The vendor's billing options are to include options for electronic submission of invoices by NEMT providers. The vendor should pay all "clean claims" from NEMT providers within thirty (30) calendar days following receipt of the claim.*

*A "clean claim" is defined as a claim that can be processed without obtaining additional information from the NEMT provider, medical provider, member or any other third party; excepting any claim(s) submitted by or on behalf of a NEMT provider or provider who is under investigation for Fraud, waste, or abuse or a claim that is under review for medical necessity. Complaints are to be subject to the vendor's provider grievance resolution system.*

NEMT Providers in West Virginia are small, local businesses where cash flow is critical to their ability to operate. We have a reputation of paying Providers for the services rendered in a timely manner while making sure we exercise internal controls to minimize fraud, waste, abuse, and misuse. In 2019, our time to payment for all clean claims averaged 10 days, post-submission of a clean claim - exceeding the Bureau's 30-day requirement. Upon award of the new contract, our Claims Department will continue to work with NEMT Providers to meet the Bureau's reimbursement requirements.

### Electronic Submission of Invoices and Provider Instruction

NEMT Providers can submit claim forms electronically using their integrated transportation management system or LogistiCare's web applications for faster processing and reduced audit times. Once submitted, our Claims Processors can exchange information about the status of claims directly with the Provider.

To ensure NEMT Providers understand the process for reimbursement, West Virginia's Provider Relations team facilitates claims submission training during the onboarding process, and provides written, step-by-step instructions within the NEMT Provider Manual and via our online website dedicated to NEMT Providers. If an NEMT Provider needs additional support with submitting a claim, our Claims Department is available by phone or email.

## Payment Methodology

Claims Processors in LogistiCare's West Virginia office are fully supported by the corporate Claims Department in Norton, Virginia. Working together, the team manages adjudication and processing for the timely payment of all claims in compliance with the Bureau's rules. Claims submitted undergo a verification and validation process by the Claims Department to ensure LogistiCare only pays NEMT Providers for services rendered using approved drivers and vehicles.

As part of our claims verification and validation protocol, Claims Processors review NEMT Provider invoices and supporting documentation against the information in our transportation management platform to verify that:

- Billed trips have valid trip authorization numbers
- Billed trips are supported by a trip log (digital log can be used if using LogistiCare's driver app<sup>\*\*</sup>)
- The trip details (pick up and drop off times, locations, Medicaid/Medicare member name, etc.) listed on the trip log match with the details saved in LogistiCare's transportation management platform for that trip number
- The mileage billed is appropriate as determined by LogistiCare's mapping software
- The level of service billed matches the level of service preauthorized for the trip
- The trip log is signed by the Medicaid member transported unless the member has been previously designated by the health care provider as "unable to sign"
- The trip log is signed (physically or digitally) by the driver attesting to the accuracy of the information on the log

After Claims Processors approve or deny payment for all trips in an invoice batch, the system generates a report which tracks and monitors the claims payment process. The report indicates, by NEMT Provider, the number of billed trips for each date of service, when LogistiCare received the invoice (claim), date of invoice submission to accounts payable for payment, when it was paid, and the amounts billed and paid.

If there is a disparity between the NEMT Provider's submitted invoice and the authorized trip record in the system, the Claims Department denies the trip for payment and works with the NEMT Providers to correct and resubmit their claim. The majority of denied claims result from incomplete documentation on the part of NEMT Providers. NEMT Providers must offset future payments or refund LogistiCare for any trip amounts billed in error. A diagram of our standard process is provided on the next page.



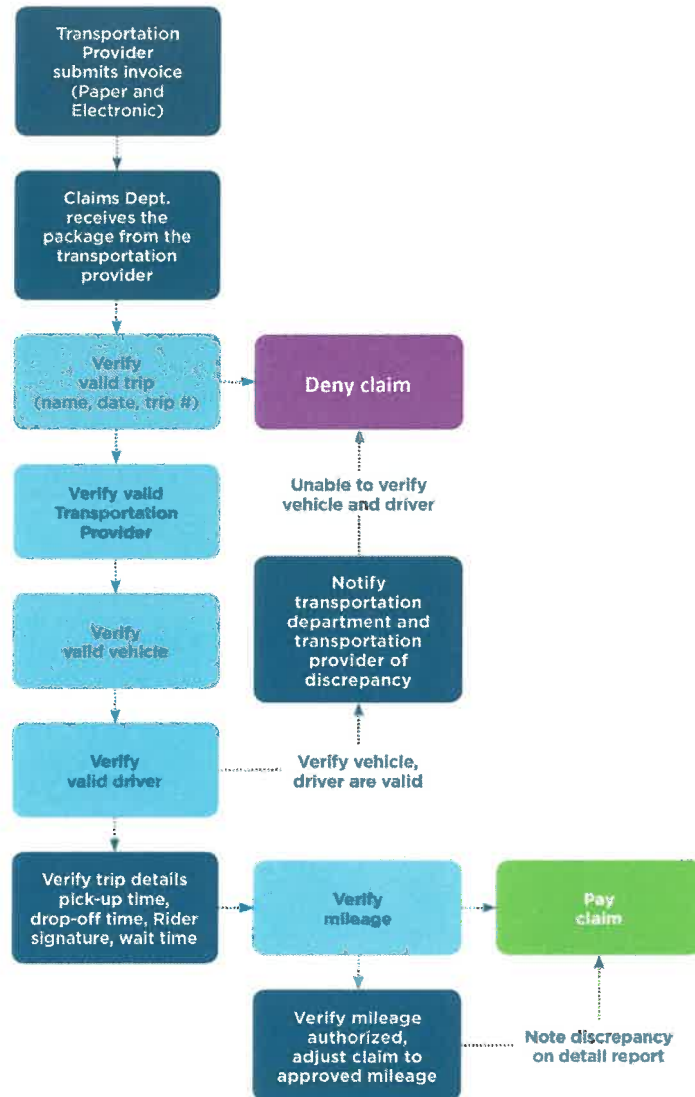


Figure II-2: Using our standard reimbursement process, we are able to exceed the state's requirement for timely payments.

### Processing and Audit Standards

We audit our claims for accuracy and adhere to the following standards, as well those required by the Bureau:

- All clean claims are paid within 30 days of receipt of the claims
- We respond to contested claims within 30 days of receipt
- Minimum accuracy, based on a review of at least 3% of total claims processed monthly, have 99% financial accuracy, 98% statistical accuracy, and 95% overall accuracy.

Additionally, we will employ a Utilization Review team and an Anti-Fraud, Waste, Abuse, and Misuse (FWAM) Specialist that focuses on trips, NEMT Providers, facilities, and members that may raise certain

“red flags” prior to payment of any claims. All payment arrangements include an incentive or safeguard to ensure utilization data for every encounter is submitted to LogistiCare.

### NEMT Provider Claim Processing Disputes

If an NEMT provider chooses to appeal a denied claim, we escalate the concern for resolution. It is our goal to swiftly and fairly resolve issues through open communication with NEMT Providers; however, if we encounter a claim dispute that cannot be resolved using our normal complaint and appeals procedures, each party must designate a member of its senior management to meet in an attempt to resolve the dispute. If the dispute cannot be resolved, we refer the NEMT Provider for binding arbitration. Our dispute resolution and arbitration process is explained in the NEMT Provider contract and the NEMT Provider Manual.

A draft of our claims process and policies, including the plan for resolving disputes, will be submitted to the Bureau for review and approval. All disputes will be handled using the Bureau-approved grievance process.

### Billing System

Transportation billing can be a complicated process for less experienced brokers, but as a trusted partner and administrator for over 300 state agency and managed care transportation programs across the nation, including the Bureau, we understand the importance of an accurate billing system. Our billing system is integrated into our transportation management platform and supported by risk mitigating processes that staff use to navigate service planning and delivery, claims management, and client billing. The billing process begins with upfront gatekeeping during the reservation process and continues through the claims adjudication and verification process.

### Billing Policies

The Claims Department audits claims processed from the previous business day to confirm the accuracy of processed claims. Each Claims Processor must have at least 2-3% of invoices reviewed per week. In doing so, the reviewer is responsible for completing a Claims Audit Form, which indicates the following information:

- Documented denials
- Drivers and vehicles
- Cancellations
- Comparing results against trip logs
- Trip count

LogistiCare’s GPS-enabled driver application\*\* will streamline the auditing process by delivering quantifiable data, GPS coordinates, and other post-trip audit information directly to the transportation management platform’s billing system.

### Penalties for Late Reimbursement Submissions

Although we do not issue any penalties for late reimbursement submissions, claims that are not filed within a timely filing period may not be paid. The timely filing period is based on West Virginia’s contract requirements and our contract with NEMT Providers. Typically, claims for reimbursement must be filed within 90 to 120 days of the date of service.

## D. Geographic Coverage Area

*The vendor should record the geographic area from which each NEMT provider may accept assignments. This should include county-level detail throughout the state and medical communities in the adjacent states of Virginia, Ohio, Kentucky, Maryland and Pennsylvania.*

*The vendor should submit for The Bureau review and approval the NEMT provider Network and Geographic Coverage Report, including information for the final subcontracted network, thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved version of this deliverable.*

LogistiCare records the geographic coverage areas NEMT Providers agree to serve within the state and in the adjacent states of Virginia, Ohio, Kentucky, Maryland, and Pennsylvania, within our transportation management platform, and update this information as needed. We will use this information to generate an updated NEMT Provider Network and Geographic Coverage Report for submittal to the Bureau at least 30 calendar days prior to the new contract's operations start date. Operations will not continue into the new contract term without an approved version of this deliverable.

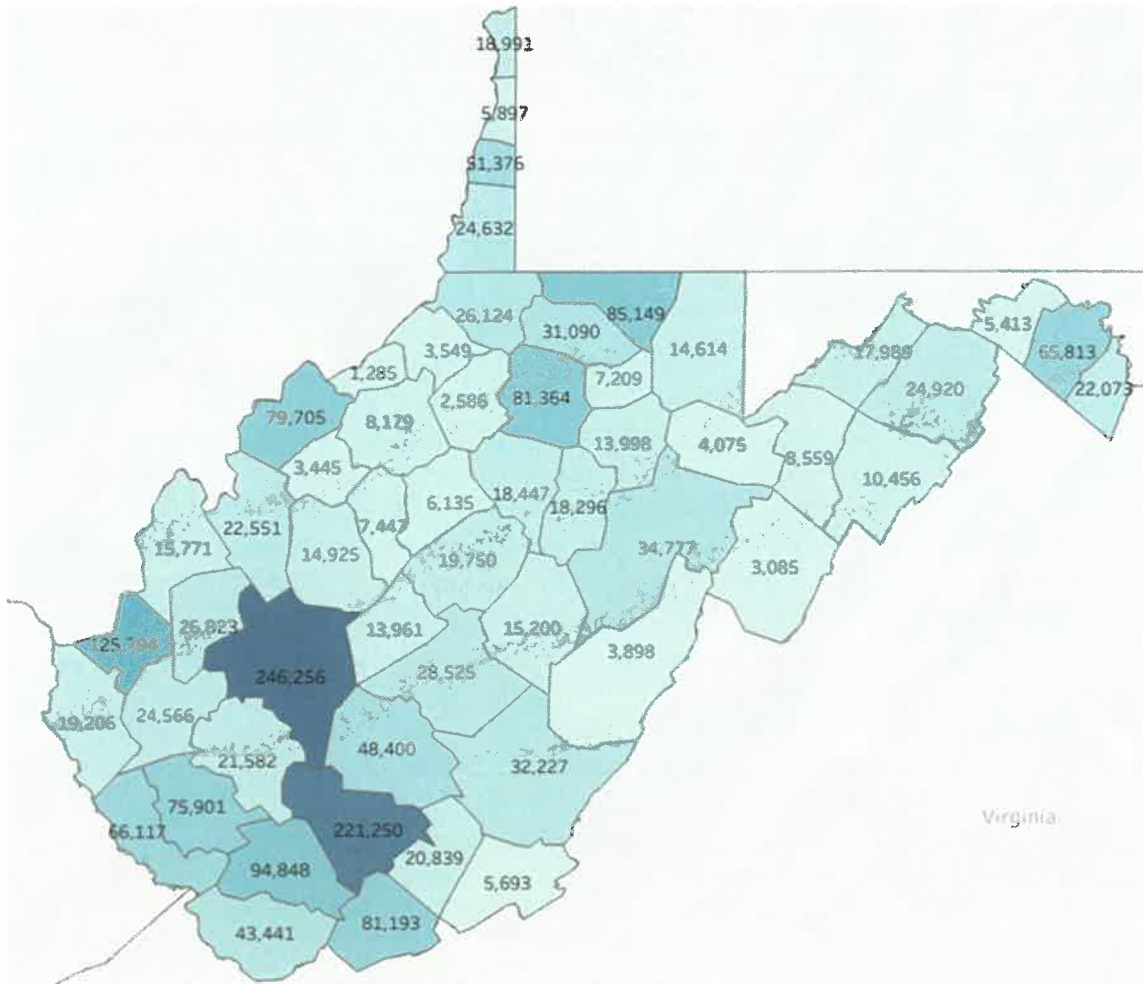


Figure II-4: Business Intelligence Tool: Capacity/Geographic Report available through the client dashboard

### III. Modes of Transportation

The following modes of transportation are to be used in the NEMT Brokerage Program:



#### A. Fixed Route

*Fixed route transportation is defined as transportation by means of a public transit vehicle that: follows an advertised route on an advertised schedule; does not deviate from route or the schedule; and picks up passengers at designated stops.*

*The vendor is encouraged to maximize the utilization of fixed route transportation whenever more economical and appropriate. The vendor should be familiar with schedules of fixed route transportation in communities where it is now available and in areas where it becomes available during the term of the Contract. The vendor may distribute or arrange for the distribution of fixed route passes to Medicaid Recipients for whom fixed route transportation is the most appropriate mode of transportation. The furthest distance a member should be required to commute to or from a fixed route transportation stop is one-half (½) mile.*

*If the vendor determines that fixed route transportation is an appropriate mode of transportation for a member, but the member requests a different mode of transportation, the vendor may require the member to supply documentation from his or her physician. The vendor should consider the following when determining whether to allow an exception:*

- 1. The member's ability to travel independently, including the age of the member and any permanent or temporary debilitating physical or mental condition that precludes use of fixed route transportation.*
- 2. The availability of the fixed route transportation in the member's area or community including the accessibility of the location to which the member is traveling and whether the member should travel more than one-half (½) mile to and from the fixed route transportation stop;*
- 3. Inclement weather conditions (including extreme heat or cold) or other pertinent factors that make use of fixed route transportation unfeasible;*
- 4. The compatibility of the fixed route transportation schedule with the member's appointment times for the covered medical service. The schedule for the fixed route transportation should allow the member to arrive at the drop off location no more than ninety (90) minutes prior to the scheduled appointment time, and should allow the member forty-five (45) minutes after the estimated time the appointment may end to arrive at the pick-up location; and*
- 5. Any special needs of the member which requires the coordination of services with other providers.*

We prioritize the use of public transit in the West Virginia NEMT program to comply with the requirement that members use the least costly, most medically appropriate mode of transportation to reach their covered appointments. Based on our experience, public transit not only controls program costs, but also maximizes

members' independence. Since assuming responsibility for the West Virginia program in 2018, we have increased public transit usage by 72% through our gatekeeping process and partnerships with 17 transit agencies in the state.

In our discussions with transit agencies, we review current and future routing, transit costs, scheduling and training resources, and best practices for riders. We maintain routing information for these agencies in our platform to allow CSRs quick access to transit information that can be shared on the reservation call (i.e., transit routes, pickup and drop-off times, stop locations and distance from the member's destination). The following table lists the transit agencies we partner with in the state:

LOGISTICARE WEST VIRGINIA'S TRANSIT PARTNERS	
Agency Name	County
Bluefield Area Transit	Mercer
Blue Ridge Transit	Greenbrier
Central West Virginia Transit Authority	Harrison
Eastern Panhandle Transit Authority	Berkeley
Fairmont - Marion County Transit Authority	Marion
Kanawha Regional Transit	Kanawha
Little Kanawha Transit Authority	Calhoun
Mid-Ohio Valley Transit - Female	Wood
Mid-Ohio Valley Transit – Male	Wood
Monongalia County Urban Mass Transportation	Monongalia
Mountain Line Transit Authority	Monongalia
Mountain Transit Authority	Nicholas
Ohio Valley Transit Monthly Pass	Ohio
Open Doors Inc.	Greenbrier
Potomac Valley Transit Authority	Grant
Tri River Transit Authority	Lincoln
Tri State Transit Authority	Cabell

We consider a number of factors when determining whether a member qualifies for public transit, including their proximity to a fixed-route stop, their mobility, and the following:

- Is the member able to travel independently? Does the member require assistance in/out of the vehicle or to/from the door due to age or a debilitating physical or mental condition?
- Will inclement weather conditions (including extreme heat or cold) or other weather related conditions make fixed route transportation difficult?
- Does service operate between the member's pick-up and drop-off locations?



- Is the service timely? Will the member arrive for their appointment too early (more than 90 minutes before their scheduled appointment time), or have to wait too long for their return trip (more than 45 minutes)?
- The number of transfers and the wait times between transfers.
- Is the public transit stop within 1/2 mile of the pickup and drop off locations?
- Will the treatment received require pickup by a vehicle because they are too weak (i.e., chemotherapy, radiation, dialysis, etc.)?
- Will the member require special care that requires coordination with a third party?

We also factor in the member's acuity and mobility. During the reservation process, we ask relevant questions, such as:

- Does the member have any medical condition that prevents them from riding on public transit vehicles or accessing public transit stops?
- Is the member able to understand common signs and directions?
- Will the treatment they receive mean they can use public transit on the initial trip to the appointment, but need a vehicle to pick them up for the return trip because they may be too weak (chemotherapy, radiation, dialysis, etc.)?

If we determine that a member qualifies for public transit, but states they are unwilling or unable to use public transit, we require a signed Level of Needs form from their medical provider confirming medical necessity and the reason a higher level of service is required. We refer members who may be unfamiliar or uncomfortable with public transit to their local public transit agency or other community groups to coordinate travel training if assistance is required.

## Ticket and Pass Distribution

In 2019, members were assigned public transit for more than 28,100 trips. On a monthly basis, our Public Transit Representative distributed over 2,300 bus tickets and passes by mail or coordination with facilities to enable the timely and convenient delivery of fare media.

- Mail: Once we determine public transit is the most appropriate transportation mode, our system automatically determines whether a bus pass or single tickets are most cost-efficient by calculating the number of tickets the member needs for their scheduled appointments. Our Public Transit Representative then reviews this information, records the serial numbers for each ticket or pass assigned to the member, and mails the tickets or pass to the member's home address at least seven business days before their trip. Passes and tickets are sent to members via registered mail for tracking purposes.
- Hand-Delivery: Members with standing orders, such as dialysis, chemotherapy, or radiation treatments, may receive their passes at their medical facility. After verifying the number of members attending the facility and the frequency of their appointments, we hand deliver a pre-determined number of passes to the facility's administrator. We record the serial number for each pass in our system for tracking. Passes that are not distributed to members must be returned to LogistiCare.

If, through the fixed route validation process, we discover that a member who received one or more tickets or passes, did not attend their scheduled appointment, we flag the member in our transportation management platform for monitoring. In the new contract term, we will continue our standard process for

ticket and pass distribution and meet with facilities to provide informative flyers (in English and Spanish) that outline the distribution process.

## B. Private Auto

*Private auto transportation is defined as a member's personal vehicle or the personal vehicle of a family member or friend, to which the member routinely has access to drive or be transported to routine non-medical locations such as a grocery store, schools, and churches.*

West Virginia has one of the highest gas reimbursement rates, with over 60% of all trips (1,248,637 trips in 2019) completed using a private vehicle. LogistiCare's CSRs ask members questions about their access to a private vehicle on the reservation call. If a member has access to a private auto, we offer the gas mileage reimbursement option and provide the reimbursement rate the member may receive after verification. Our system automatically determines the reimbursement amount based on the current per mile rate and the mileage between the member's home address and drop-off location. Members must submit signed documentation verifying their attendance at their medical appointment to receive reimbursement. We typically process and pay mileage reimbursement claims within 14 days of receiving all required documentation.

## C. Basic Vehicle

*Basic vehicle transportation is defined as a motorized vehicle used for the transportation of passengers whose medical condition does not require the use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, and medical care or treatment during transport. This does not include private auto (as defined in item B above).*

LogistiCare has secured the services of local NEMT Providers with basic vehicles to support ambulatory members in all geographies. Basic vehicles include passenger sedans, vans, and other standard vehicles. Our network currently includes 230 basic vehicles that are used to transport members that do not require the use of a wheelchair, hydraulic lift, medical monitoring, medical aid, or medical care during transport. In 2019, basic vehicles were used for more than 751,000 trips. With the increase in substance use disorder treatment, we anticipate increased utilization of basic vehicles.

We encourage Mountain State residents with basic vehicles that meet our credentialing standards to transport members to and from eligible appointments. These "independent drivers" are a valuable supplement to our Provider network and are often the preferred transportation mode for long distance trips for ambulatory levels of care. Although independent drivers can be qualified to handle any level of service in any geography, they are primarily assigned trips in rural, less populated areas, as a more flexible and cost-effective option. These drivers are reimbursed for mileage from the member's pick-up address to their drop-off location. Our network currently includes 68 independent drivers that managed over 41,000 trips in 2019.

## D. Enhanced Vehicle

*Enhanced vehicle transportation is defined as a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices. Enhanced vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care, or medical treatment during transport. This does not include private auto or basic vehicle (as defined above).*

LogistiCare contracts with Providers that meet program policy requirements for enhanced vehicle operation; in 2019, our pool of 232 enhanced vehicles completed more than 36,000 trips. This mode of transportation is only assigned when a member with a disability is unable to use public transportation or a basic vehicle, and

does not require medical monitoring, medical aid, medical care, or medical treatment during transport. All enhanced vehicles are physically inspected to ensure they meet ADA requirements.

## E. Other Transportation

*Other transportation may include any commercial carrier (e.g., Amtrak), buses (e.g., Greyhound), taxis and/or airplanes.*

LogistiCare's network includes other types of Providers for local travel, including taxis, and commercial providers for long distance trips. These providers must demonstrate proof of operating authority from the local governing body. Members that require treatment out-of-state may receive services from a commercial carrier, commercial airplane, or a fixed wing non-emergency air ambulance. Ambulatory members are assigned to commercial carriers, such as the bus or train, depending on their condition, appointment distance, cost, and special needs. We commonly use taxis to transport members to or from their urgent trips, such as hospital discharges.

## IV. Miscellaneous Operation Rules

### A. Excessive Distance

*The vendor should question whether a covered medical service could be provided closer to the member's residence. Examples of possible excessive distance requests include a request for NEMT Services to a provider that is not in the area where the member resides, or a request for NEMT Services to a provider that is not in the same county, bordering county or metropolitan area in a bordering state for Medicaid Recipients living in rural areas. Vendor may deny the request if the covered medical services are available closer to the member's residence and they do not provide medical certification that the closer provider cannot provide the care.*

*Generally, in determining if the transport is within reasonable proximity of a member, the vendor should permit transports to contiguous counties, and/or any bordering counties or parishes in adjoining states (Ohio, Virginia, Pennsylvania, Maryland, and Kentucky) which are considered to be in-network/in-state providers, defined as enrolled providers located in-state and/or within 30 miles of the WV border. The Vendor should ensure that any transportation requests for NON- in- network/in-state medical providers that are not in-network/in-state receive prior authorization by the UMC. Vendor will have the ability to identify these providers through the use of file exchange and granted system accessibility as specified in Appendix 2, Section IV: Data Systems Requirements of this RFP.*

*If a Medicaid recipient has recently moved to a new area, the vendor should allow long distance transportation for up to ninety (90) calendar days if necessary to maintain continuity of care until the transition of the member's care to a closer appropriate provider can be completed. The vendor should monitor the frequency of authorization of NEMT Services involving excessive distance per recipient. The vendor should monitor the frequency of and provide detailed reports of authorization of NEMT Services involving excessive distance per recipient.*

*If a Medicaid recipient has moved out of West Virginia, the vendor may deny NEMT services by a NEMT provider, or private auto, if the vendor does not have NEMT providers in that state, the medical provider is not an in-network provider and services are not authorized by the UMC, or if the vendor is unable to reconcile the address with The Bureau.*

*The vendor will also report to The Bureau when a member is requesting a pick-up from out of state, except upon discharge from a medical provider or facility. Some areas may be located in West Virginia and have a "911 address" in another state. However, if a recipient is residing out of state, the State will need to investigate to determine if the recipient should continue to receive Medicaid through West Virginia or the state of current residence.*

When we receive transportation requests that require excessive travel distances (i.e. travel to a provider that is not in the same county, bordering county or metropolitan area in a bordering state), we confirm the member's trip is medically necessary and that services cannot be provided by a closer medical professional. If a member's treatment can be performed by a closer medical provider, LogistiCare's Utilization Review team denies the request and helps the member find a Medicaid eligible medical provider with new patient availability.

### Long Distance Trips

In accordance with the Bureau's requirements, we honor long distance transportation for member's who have moved to a new area for up to 90 days to maintain continuity of care. If a Medicaid member that has moved outside of West Virginia requests NEMT services, we may deny the request if any of the following conditions apply:

- A network does not exist in the member's new state
- The member's medical provider is not in-network and services are not authorized by the UMC
- LogistiCare's staff is unable to reconcile the address with the Bureau

We comply with the Bureau's specification to permit transports within reasonable proximity of a member, including travel to contiguous counties, bordering counties or parishes in adjoining states (Ohio, Virginia,

Pennsylvania, Maryland, and Kentucky) and those within 30 miles of the West Virginia border. Any transportation requests for non-in-network/in-state medical providers are submitted for prior authorization by the UMC. Using information provided by the Bureau in its weekly extract file exchange, we have the ability to identify medical providers that meet this criterion.

All travel that includes excessive distances is stored in our transportation management platform where we monitor the frequency of requests by each member. We report all instances when a member is requesting excessive travel, including pick-ups from out of state for all reasons other than discharge from a medical provider or facility, to the Bureau in our monthly Excessive Distance Report.

We acknowledge that some areas may be located in West Virginia and have a “911 address” in another state and that the State will need to investigate to determine if the member should continue to receive Medicaid through West Virginia or the state of current residence.

## B. On-Time Arrival

*The driver should make his presence known to the Medicaid Recipients and wait until at least five (5) minutes after the scheduled pick-up time. If the member is not present for pick up, the driver should notify the NEMT provider's dispatcher before departing from the pick-up location. Providers are not to change the assigned pick-up time without permission from the vendor. If the NEMT provider cannot arrive on time to the pick-up location, the NEMT provider or vendor should contact the member or the member's representative and the provider. No more than five percent (5%) of the scheduled trips should be late or missed per day. The State may waive the five percent late/missed requirement in situations for non-critical medical services where a delay or failure to appear for a pick-up may arise from unforeseen circumstances in a geographic area such as flooding, excessive snow, other widespread weather conditions, or security threats impeding travel which may or may not result in a state of emergency issued by the Governor.*

LogistiCare has implemented the following on-time arrival policies in the state of West Virginia to remain compliant with the Bureau's standards:

- If a member is not present at the time of pick-up, NEMT Providers must contact their dispatcher to notify the member of their arrival and wait at least five (5) minutes after the scheduled pick-up time before departing and attempting to reschedule the trip.
- When scheduling trips, we assign the member's pick-up time and location; NEMT Providers and drivers do not have the authority to change the member's assigned pickup time without permission from LogistiCare.
- If a driver will not arrive on time for pickup, the driver is required to contact LogistiCare, who will then notify the member or the member's representative of the delay and the estimated time of arrival.

We acknowledge that no more than five percent (5%) of our scheduled trips can be late or missed per day and the State's right to waive this service requirement in certain situations for non-critical medical services, such as a delay or failure to appear for a pick-up due to adverse conditions.

## C. Travel Time on Board

*For multi-passenger's trips, the NEMT provider should schedule trips so that a recipient does not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transportation of that recipient. (This specification does not apply to commercial air or fixed-wing transports.)*

Although trips are assigned to NEMT Providers to maximize the capacity of multi-load vehicles, we restrict multi-passenger trips if they will cause the member undue risk or excessive travel time on board (more than 45 minutes longer than the average travel time for direct transportation). As a measure of oversight, we



routinely monitor NEMT Providers' trip log data which lists each assigned trip, passenger information, the date of service, and each members' specific pick-up and drop-off times. Our system automatically verifies this information against scheduling records during the claims verification process. If a Provider intentionally multi-loads a trip that is restricted from multi-loading – due to risk or travel time on board restrictions - we immediately initiate corrective actions. This may include a reduction in trip volume, termination of a driver, or if required, removal from the network.

## D. Adverse Conditions Plan

*The vendor should have a written plan for transporting Medicaid Recipients who need critical Medicaid covered services during adverse weather conditions, instances of security threats, states of emergency or other instances where normal road, air, or rail travel is impeded or dangerous. "Adverse weather conditions" includes, but is not limited to, extreme heat, extreme cold, hurricane, tropical storms, flooding, tornado, and heavy snowfall. "Security threats" include, but is not limited to, massive chemical spills, terrorist attacks, police stand-offs or rioting. The vendor should submit a final completed plan to The Bureau for approval no later than two (2) weeks prior to the operations start date, upon any revisions to the plan, and thereafter upon The Bureau request. The vendor should not begin operations without an approved Adverse Conditions Plan.*

Since transitioning the NEMT program in September 2018, LogistiCare has enacted the Bureau-approved Adverse Conditions Plan to prioritize transportation for Medicaid members that rely on life sustaining treatments during intense rain and snow storms, flooding, and other extreme weather conditions. In these situations, West Virginia's management staff worked diligently with members, facilities, and NEMT Providers to coordinate safe travel. We stayed aware of the conditions to determine the most traversable routes; contacted medical staff to identify facilities with closures, adjusted hours, or blocked entrances; and, communicated scheduling and trip changes to members.

We will make the appropriate changes to our current Adverse Conditions Plan and submit a final draft to the Bureau at least two (2) weeks before the new contract's operations start date. Operations for the new contract term will not begin without an approved Adverse Conditions Plan.

A sample Adverse Conditions Plan is included in **Attachment 10**.

## E. Vendor as a NEMT Provider

*Under no circumstances may the NEMT Broker also serve a NEMT provider under the WV NEMT Services Program.*

LogistiCare is the nation's leading broker of NEMT services. We utilize a pure broker model and do not own, operate, or have equity interest in NEMT Provider companies or vehicles in our network, as that would be a conflict of interest. We engage, negotiate, credential and contract with local NEMT Providers and ensure they receive proper training, monitoring, and management of their performance.

## F. Post-Transportation Authorization Requests

*The vendor's Proposal should include a description of the vendor's approach to post-transportation authorization of NEMT Services. The vendor should not implement a policy to allow or disallow post-transportation authorization of NEMT Services without The Bureau review and approval. The vendor should submit a final completed policy to The Bureau for approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved Post-Transportation Authorization of NEMT Services Policy.*

*Post-transportation authorization should be allowed in instances when travel was conducted in a private auto or prior authorization was not obtainable, such as services requested when the vendor's call center was closed. Vendor's post-transportation authorization policy should ensure that all applicable requirements of pre-transportation authorization are considered for the post-transportation authorization and should establish a timeliness requirement for the submission of post-transportation authorization requests.*

LogistiCare's Post Trip Authorization plan used by the Utilization Review Department defines the requirements and parameters for assigning a Trip Number to a trip after it has been completed. Post Trip Authorizations are limited to requests made for Gas Mileage Reimbursement and are granted only when required documentation (appropriately completed GMR Trip Log) is submitted within 30 days of the date of the actual trip. Any request for Post Trip Authorization made greater than 30 days after the date of the trip in question is denied.

Procedures outlined by LogistiCare's policy approved by the Bureau:

- Received Requests for Post Trip Authorization are directed to the Utilization Review (UR) Specialist.
- The UR Specialist logs the request and reviews the accompanying trip information for completeness and accuracy before assigning a trip number.
  - For all Post Trip Authorization requests that are received within 30 days of the trip date and with the required information (a fully completed GMR form), the UR Specialist assigns a trip number and saves the trip in the transportation management platform
  - For any/all Post Trip Authorization requests received with incomplete documentation, we mail a denial letter to the member stating the denial reason as "Insufficient Information" and discuss the member's ability to re-submit the request, if within 30 days of trip date
  - For any/all Post Trip Authorization requests received more than 30 days after the trip date, the trip request is denied and a denial letter is sent to the member stating the denial reason as "the request was not received in a timely fashion".

With the Bureau's approval, we will continue to use this process upon award of the new contract. If required, a final draft of this policy will be presented to the Bureau at least thirty (30) calendar days before the new contract's start date. Any changes required by the Bureau will be incorporated into the policy before resubmittal. The policy will not be implemented without the Bureau's approval. Operations will not begin without an approved Post-Transportation Authorization of NEMT Services Policy.

## G. Accidents and Incidents

*The vendor should document accidents and incidents that occur in conjunction with a scheduled trip when a member is present in the vehicle. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip causing the driver to stop the vehicle, such as when a passenger becomes unruly or ill. Details are to be reported in the Accident and Incident Report (as described in Appendix 3, Reporting Requirements).*

LogistiCare requires NEMT Providers to report accidents and incidents, even if no one is hurt or injured. We require the Provider to verbally report the event immediately; written details of the account must be submitted to the Transportation Department on a LogistiCare Accident/Incident Report within 24 hours of the event. Additional documentation, such as police reports, must be submitted within three (3) business days or as soon as the documents are available. NEMT Providers must cooperate fully with LogistiCare and the relevant authorities during any ensuing investigation. Any information gathered is recorded within our transportation management platform for reporting and tracked as part of the NEMT Provider's performance.

In accordance with the Bureau's terms, we consider an incident as any occurrence, event, breakdown, or public disturbance that interrupts a trip, causing the driver to stop the vehicle. We report details of all accidents and incidents to the Bureau via the Accident and Incident Report as described in Appendix 3.

## V. NEMT Service Denials

*The vendor's Proposal should include a description of the vendor's approach to NEMT Service denials (as defined below).*

### A. Denial Policies and Procedures

*Vendors should comply with the following NEMT Service denial policies and procedures:*

- 1. If a request for a NEMT service is received that meets one of the denial reasons listed in section V, subsection B, the vendor should deny the request and record the reason(s) for the denial in its information system on the same business day.*
- 2. The vendor should generate and mail denial letters to Medicaid Recipients and providers no later than the next business day following the date the denial decision was made. The vendor should bear all costs of generating and sending denial notices. The denial letter should notify the Medicaid Recipients to the right to appeal the denial. The vendor should develop the denial letter and criteria for sending of the denial letter. The Denial letter should specify the denial reason, as listed in section V: B "Denial Reasons". The vendor should submit the final completed denial letter and criteria to The Bureau for approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without approved versions of these deliverables.*
- 3. In the event a member does not have sufficient information to arrange the transport and has to hang up and call back at a later time, the initial phone call with incomplete information should not be considered a trip denial for reporting purposes.*

If a trip request is denied for reasons listed in Section V (B), LogistiCare verbally advises the member of the determination on the same day and records the denial and reason in our transportation platform. A Bureau-approved letter (Notice of Denial for Transportation Services Request) is mailed to the member's address on file no later than the next business day. The letter specifies the denial reason and informs the member of their right to appeal.

We allow members 30 calendar days from the day the letter was mailed to request reconsideration of the denial. If a reconsideration request is received, we will complete the review process within three business days of receipt. If the member disagrees with LogistiCare's subsequent appeal decision, we inform the member or their representative of their right to ask the Bureau for a Fair Hearing to review the case again. A letter regarding Fair Hearing requests is mailed to members along with their notice of denial.

A completed denial letter and criteria for denial will be submitted to the Bureau for approval no later than thirty calendar days prior to the new contract operations start date. Operations under the new contract will not begin without approved versions of these deliverables. If a member does not have sufficient information to arrange transportation and has to hang up and call back later, the incomplete phone call will not be considered a trip denial for reporting purposes.

### B. Denial Reasons

*NEMT Service requests may be denied for one or more of the following reasons:*

- 1. The member is not eligible for NEMT services on the date of service;*
- 2. The member does not have a medical need that required NEMT services;*
- 3. The medical service for which NEMT service is requested is not a covered medical service;*
- 4. The medical service for which NEMT service is requested requires prior authorization and prior authorization has not been obtained;*
- 5. The service was done out-of-network without a prior authorization and did not meet policy criteria for an emergency or foster child placed out-of-state;*

6. *The member has access to affordable transportation, (ie: member's vehicle or another mode of transportation that does not cause a financial hardship for the member);*
7. *The medical service for which NEMT Service is requested is covered under another program;*
8. *The request was for post-transportation authorization and was not received timely or did not meet established criteria;*
9. *The medical appointment is not scheduled or was not kept;*
10. *Vendor cannot verify that there was a medical appointment;*
11. *The vendor is unable to verify the recipient's physical address;*
12. *The trip was not requested within an appropriate timeframe and the request cannot be accommodated because of this;*
13. *Additional documentation was requested and was not received within an appropriate timeframe;*
14. *The member refuses the appropriate mode of transportation;*
15. *The member refuses the NEMT provider assigned to the trip and another NEMT provider is not available; or*
16. *The member's medical need(s) requires an ambulance level of transportation. In these situations, the vendor should refer the member to appropriate resources, such as local ambulance providers in their area.*

LogistiCare will follow the Bureau-approved denial process for trips that are denied for any of the following reasons.

DESCRIPTION OF DENIAL REASON	
LogistiCare may deny NEMT services for one or more of the following reasons:	
1.	Not eligible for NEMT services on the date of service.
2.	No medical need that requires NEMT services.
3.	Uncovered medical service.
4.	The medical service for which NEMT service is requested requires prior authorization and prior authorization has not been obtained.
5.	The service was done out-of-network without a prior authorization and did not meet policy criteria for an emergency or foster child placed out-of-state.
6.	The member has access to affordable transportation, such as the member's vehicle or another mode of transportation that does not cause a financial hardship for the member.
7.	The medical service for which NEMT service is requested is covered under another program.
8.	The request was for post-transportation authorization and was not received timely or did not meet established criteria.
9.	The medical appointment is not scheduled or was not kept.
10.	LogistiCare cannot verify that there was a medical appointment.
11.	LogistiCare is unable to verify the recipient's physical address.
12.	The trip was not requested within an appropriate timeframe and the request cannot be accommodated because of this.
13.	Additional documentation was requested and was not received within an appropriate timeframe.

14.	The member refuses the appropriate mode of transportation;
15.	The member refuses the NEMT Provider assigned to the trip and another NEMT Provider is not available.
16.	The member's medical need(s) requires an ambulance level of transportation. In these situations, LogistiCare will refer the member to appropriate resources, such as local ambulance providers in their area.

Members are advised of the denial and the reason before disconnecting a call. Written correspondence with an explanation of the appeals process is mailed, as represented by the following graphic.



**Notice Date****Member Name****Address****City, State, Zip****RE: NOTICE OF DENIAL FOR TRANSPORTATION SERVICES REQUEST**Dear *[Member Name]*:

LogistiCare is responsible for providing non-emergency transportation for eligible West Virginia Medicaid members. Your request for transportation services on *[appointment date]* has been reviewed and is being denied. The reason for the denial is listed below:

Denial Reason: *[Denial Reason]*

If you have questions about why your request was denied, please call LogistiCare toll-free at 844-889-1941, Monday through Friday between 7:00 a.m. and 6:00 p.m. Please ask for a Utilization Review Specialist, who will explain the reason for your denial.

If you disagree with this decision you may ask LogistiCare to review your case again. Your request must be made in writing and received within 30 days of this letter. Your letter must be mailed to the following address:

LogistiCare Solutions, LLC,  
Attn: Utilization Review  
602 Virginia St. E,  
Charleston, WV 25301

If you disagree with LogistiCare's appeal decision, you have a right to ask the West Virginia Department of Health and Human Resources' Bureau for Medical Services (Medicaid) for a Fair Hearing to review your case again. Please see the enclosed information regarding Fair Hearing requests.

Sincerely,

Utilization Review Department  
LogistiCare Solutions, LLC

## VI. Timeliness

### A. Routine NEMT Services

*The vendor should authorize and schedule routine NEMT Services for ninety-eight percent (98%) of all requests within three (3) business days after receipt of the request. This allows for the member and vendor to receive timely notice to deal with and make alternative transportation arrangements. The Vendor should authorize and schedule routine NEMT Services for one hundred percent (100%) of all requests within ten (10) business days after receipt of a request.*

Our transportation platform uses an automated process to authorize and schedule routine NEMT reservations for eligible members at the time of the request. Through our platform and local staffing capabilities in West Virginia, we have met the Bureau's requirements to schedule 98 percent of all requests within three business days, and 100 percent of all requests within 10 business days since the inception of the contract.

### B. Non-Routine NEMT Service

*If the vendor requires additional information in order to authorize a request, the vendor should place the request on hold and should request the additional information within twenty-four (24) hours after receipt of the request. The vendor should specify the date by which the additional information should be submitted. Timely requests by the vendor for additional information should state the authorization period. If the additional information is not received by the date specified by the vendor, the vendor should deny the request except NEMT Services to an appointment for chemotherapy, dialysis, and high-risk pregnancy. In those instances, the vendor should authorize single trips and pursue receipt of necessary information to authorize a standing order.*

If a reservation exception is encountered due to concerns with a member's eligibility, the request will be immediately escalated. The CSR works with call center leadership to confirm eligibility. Once eligibility is confirmed, NEMT services will be promptly authorized and scheduled.

If a request requires additional information including prior authorization due to excessive distance or a higher level of service, our Utilization Review Specialist will request the additional information within 24 hours and will specify the date and time the information must be returned. We will review the requested documentation upon receipt and approve or deny scheduling within three days.

If additional information is not received within the prescribed timeframe, LogistiCare will deny the service request, unless the service is for chemotherapy/radiation, dialysis, or high-risk pregnancy. In these instances, we will authorize single trips and pursue receipt of necessary information to authorize a standing order.

## VII. Validation Checks

*The vendor's payment procedures should ensure that NEMT provider claims for reimbursement match authorized trips and that the trips actually occurred. The vendor should have a written plan for validating that transportation services paid for under the Contract are properly authorized and rendered. The vendor should perform validation checks on at least five percent (5%) of NEMT Services requests each month, both prior to the authorization of the request and after the services are rendered, as specified below. The Bureau at its sole discretion may require validation checks of trips to specific services.*

*The vendor should submit a final completed Validation Plan to The Bureau for review and approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved Validation Plan.*

Using our standard gatekeeping process, we validate trips to prevent fraudulent billing. During the scheduling process, trips are assigned a unique number that must be used when submitting claims for reimbursement. This is also true for mileage reimbursement. Claims undergo an adjudication process, in addition to a series of checks and balances to ensure the Provider's invoiced amount is for an actual trip. As an added safeguard, we conduct pre-transportation and post-transportation validation checks. Based on these practices, our current plan meets the Bureau's requirements for transportation validation.

In accordance with the RFP requirements, we will submit a draft of the validation plan to the Bureau for review and approval at least 30 calendar days before the start of operations.

### A. Pre-Transportation Validation Checks

*The vendor should conduct pre-transportation validation checks prior to authorizing the request for no fewer than three percent (3%) of the NEMT Services. The vendor should contact the provider and verify that the member has an appointment for a covered medical service. The vendor is not required to verify the medical necessity of an appointment. If the vendor verifies with the provider that no appointment exists, or that the service is not a covered medical service, the vendor should record in its computer system the reason for the failed validation check, and the vendor should deny the request. If a pre-transportation validation check cannot be completed because the call to the provider resulted in a busy signal or no answer, the vendor should flag the request for a post-transportation validation check, and the attempt at validation should not be counted toward the three percent (3%) pre-transportation validation check rate.*

LogistiCare's standard processes for pre-transportation validation allows us to meet the Bureau's 3% requirement. If we are unable to complete pre-transportation validation because the call to the provider resulted in a busy signal or no answer, we flag the request for a post-transportation validation check, and do not count the validation attempt towards the three percent (3%) pre-transportation validation check rate.

### Urgency Verification

Of the 2.1 million trips completed in 2019, nearly 515,990 were urgent or same day requests. West Virginia's Utilization Review Department verifies all trip requests made with less than the five days' advanced notice by contacting medical providers to verify trips are urgent. Urgent requests typically include:

- Hospital discharges
- Follow-up appointments
- Pre-operative appointments
- Admissions to nursing homes or hospitals
- Out-patient surgery
- Appointments for new medical conditions where the member must be seen immediately

- Life sustaining appointments – Dialysis, Chemotherapy, Radiation

Verified trips are noted in the transportation management platform and processed appropriately. If we confirm with the provider that no appointment exists, or that the service is not a covered medical service, we note the reason for the failed validation check in our system and deny the member's request.

Our Business/Data Analyst uses the information in the system to compile the monthly urgent trips report which identifies all pre-validated urgent trips for the previous month and the number of urgent trips from the previous month as a percentage of total gross reservations to determine if we meet the validation check rate of 3%.

## Long Distance Trip Verification

The Utilization Review Department also reviews long distance trips over 30 miles to ensure the member is visiting the closest medical provider. If there is a closer medical provider able to provide the same medically needed service, we notify the member and deny the request unless the member has a verifiable previously established medical relationship with the facility or there is no closer facility offering the same medically needed services. Additionally, if the provider states that the member does not have an appointment, or that the service is for a non-Medicaid medical service, we note the reason for the failed validation check in our system and deny the member's request.

Long distance trip verification information is recorded in our system and used to generate the monthly Excessive Distance Report. The report contains all pre-validated trips over 30 miles for the previous month and the number of excessive distance trips from the previous month as a percentage of total gross reservations.

## B. Post-Transportation Validation Checks

*The vendor should conduct post-transportation validation checks on no fewer than two percent (2%) of the NEMT Service. The vendor should verify that the member had an appointment for covered medical service. The vendor should verify that the member received a covered medical service. The vendor is not required to verify the necessity of the transportation or of the medical service, but only that the service occurred. If the vendor verifies with the provider that there was no appointment, that the service was not kept, or that the service was not a covered medical service, the vendor should record in its computer system the reason for the failed validation check. If a post-transportation validation check cannot be completed because the call to the provider resulted in a busy signal or no answer after three (3) attempts, the vendor should enter into its system information that should alert call center staff that any future requests to this specific provider are to be validated before it can be authorized.*

The Utilization Review Department conducts a post-transportation validation process that exceeds the Bureau's standards. We require facilities to verify members' attendance for all (100%) standing order trips, and contact facilities to verify member attendance for at least 2% of all advanced notice trips. If a medical provider reports that there was no appointment, that the appointment was not kept, or that the service was not a covered medical service, we record the reason for the failed validation check in our transportation management platform for reporting to the Bureau. If a post-transportation validation check cannot be completed because the call to the medical provider resulted in a busy signal or no answer after three (3) attempts, we enter this information in our system and notify our call center staff that any future requests for the medical provider must be pre-validated before authorization.

## Monthly Attendance Reports

The Monthly Attendance Reports Process is a practice whereby claims for standing order trips are reconciled against actual member attendance at the facility and thereby the trips billed for are validated as having occurred (post-trip validation). All facilities with standing order members are required to complete these monthly reports for submittal to LogistiCare by the 15th day of the month for the preceding month. The Monthly Attendance Report also serves to communicate and verify when a member no longer attends a facility, indicating that transportation is no longer needed.

## Standing Order Recertification

We conduct a standing order recertification process to obtain the current status of standing orders. We contact facilities with which members have standing orders to verify that the members' need for transportation remains the same, or whether members' needs have changed. The recertification process requires facilities to report the last day of attendance for any member who no longer attends. This process allows LogistiCare to reconcile NEMT Provider claims against actual member attendance. If we determine that a NEMT Provider has billed for services on a day that the facility confirms the member did not attend, we notify the NEMT Provider and request proof of attendance. If we do not receive the required documentation, our Claims Department initiates the process to recover funds paid to the Provider.

We report this information to the Bureau in the Standing Order Detail Report. The report identifies all validated standing order trips for the previous month and the number of validated standing order trips for the previous month as a percentage of total gross reservations to determine if SLA of 2% post-validation was met.

## C. Fixed Route

*The vendor should perform pre-transportation and post-transportation validation checks for a percentage of fixed route transportation. The policy and procedures for validation of fixed route transportation, including the inclusion in the overall five percent (5%) validation check Service Level Agreement, should be developed by the vendor with input from The Bureau.*

LogistiCare collaborates with the Bureau to conduct pre-transportation and post-transportation validation checks for fixed route transportation. Our software exports fixed route trip data, from which a random portion of trips are selected for pre- and post-trip validations. Once the trip data export is saved, we mark the trips selected so our staff can validate the same trips (pre- and post-transportation). We track facilities that are unable to validate member attendance for reporting to the Bureau.

To mitigate fraud, waste, abuse, and misuses, we target pre- and post-transportation validations in some instances. We select members with high cancellation rates, by trip type, or members and facilities with patterns we identify through analysis of various standard reports or through patterns found during random verifications. These procedures for validation of fixed route transportation are included in our overall five percent (5%) validation check Service Level Agreement.



## VIII. Suspected Fraud, Abuse, Waste and Misuse

*The vendor should refer suspected fraud, waste, abuse, or misuse by Medicaid Recipients, NEMT providers, medical providers or contractor staff to The Bureau's Office of Program Integrity (OPI) and the Bureau's Contract Manager within three (3) calendar days after discovery of the suspected fraud, waste, abuse, or misuse. The vendor should expect the contact for all investigations to be provided by The Bureau prior to operations start date. The referral should detail the NEMT provider's name and Medicaid ID number, the member's name and Medicaid ID number, the provider's name and Medicaid ID number and a narrative of all information the vendor has regarding the suspected fraud, waste, abuse, or misuse, including whether the vendor was able to verify that the member was transported to or from a source of medical care. Vendor's staff and management are to be available and are to fully cooperate with any Office of Inspector General (OIG) or law enforcement investigations or review. Vendor should require adherence with these requirements in any contracts it enters into with subcontractors, NEMT providers or providers.*

*The vendor may establish, or have an established, in-house Fraud Unit which will be expected to work with The Bureau, OPI, and/or the Office of the Inspector General. If the vendor has an in-house Fraud Unit, it may request; claim dates from The Bureau in order to review paid NEMT trips with paid Medicaid services, recipient address history, recipient current address on record, recipient Medicaid enrollment history and other information deemed necessary for an investigation.*

Fraud, waste, abuse and misuse detection and prevention are fundamental components of LogistiCare's quality assurance processes in place for our partnership with the Bureau. In 2019, we investigated a total of 4,951 fraud, waste, abuse and misuse complaints in West Virginia:

- Suspected Rider Cases: 3,967
- Suspected NEMT Provider Cases: 984

We take each suspected incident seriously, referring potential fraud, waste, abuse, and misuse by Medicaid Recipients, NEMT Providers, medical providers, or contractor staff to the Bureau's Office of Program Integrity (OPI) and the Bureau's Contract Manager within three calendar days following discovery. All referrals detail the NEMT Provider's name and Medicaid ID number, the member's name and Medicaid ID number, and the medical provider's name and Medicaid ID number. Additionally, each referral contains a narrative of all information documented by LogistiCare regarding the suspected fraud, waste, abuse, or misuse, including whether we are able to verify that the member was transported to or from a source of medical care.

Our entire staff and management team will be available and prepared to fully cooperate with any Office of Inspector General (OIG) or law enforcement investigations or reviews. LogistiCare requires adherence with these requirements in any contracts we enter into with subcontractors, NEMT Providers, or other providers.

### Accountabilities

We currently have local experienced staff in West Virginia following our policies and procedures for fraud, waste, abuse, and misuse incident investigation, verification, and reporting. Under the new contract, LogistiCare will supplement our local staff by adding a full-time Anti-Fraud, Waste, Abuse, and Misuse Specialist to handle these responsibilities, in addition to collaborating with the Bureau, OPI, and/or the Office of the Inspector General.

We acknowledge our right to request claim dates from the Bureau in order to review paid NEMT trips with paid Medicaid services, recipient address history, recipient current address on record, recipient Medicaid enrollment history and other information deemed necessary for an investigation.

## LogistiCare's Strategies to Mitigating Fraud, Waste, Abuse, and Misuse

LogistiCare employs multiple strategies to detect, correct, and prevent fraud, waste, abuse, and misuse in West Virginia, as described below:

### Comprehensive training

Our on-site Utilization Review Specialist is trained to detect and eliminate fraud, waste, and abuse through utilization trend analysis, and more. In addition, we train all employees involved in trip authorization, recordkeeping, and utilization review to recognize the common indicators of potentially fraudulent activity. This awareness and recognition training contributes significantly to the elimination and mitigation of fraud, waste, and abuse in the states and communities we serve.

### Transportation Platform Capabilities

Our transportation management system aids in the detection and prevention of fraud, waste, and abuse by creating management procedures and reports that track travel trends by member, NEMT Provider, medical provider, and type of service. LogistiCare uses these reports to identify outlier patterns that may suggest abuse. Types of fraud, waste, and abuse prevention reviews include:

- Reviewing levels-of-service to confirm the most appropriate mode of transportation is scheduled.
- Employing Field Monitors in West Virginia who visually monitor the actual mode of transport provided to members at healthcare facilities where there is a high percentage of trip reviews for excessive miles to the closest provider. Each trip is verified for covered services.
- Pre- and post-trip verification of member transportation, including verification of all urgent trips prior to authorization and quarterly recertification of all standing orders.
- Reviewing the Ineligible Rider Report to verify trips are only provided to Medicaid eligible members.
- Maintaining a database of valid medical facilities in our transportation platform and verifying that drop-off locations not appearing in the database are valid medical providers offering Medicaid-billable services.
- Run reports to identify multiple reservations for members on the same date of service.
- The system is set to flag requests that exceed the program's allowable trip limits or non-covered Medicaid services; alert staff of members that meet the qualifications for public transit and mileage reimbursement; trends rider no shows; and, sends notifications for NEMT Providers that are not compliant with the program's credentialing requirements.

### Proven Safeguards

We use the following established methods to proactively mitigate incidents of fraud, waste, abuse, and misuse:

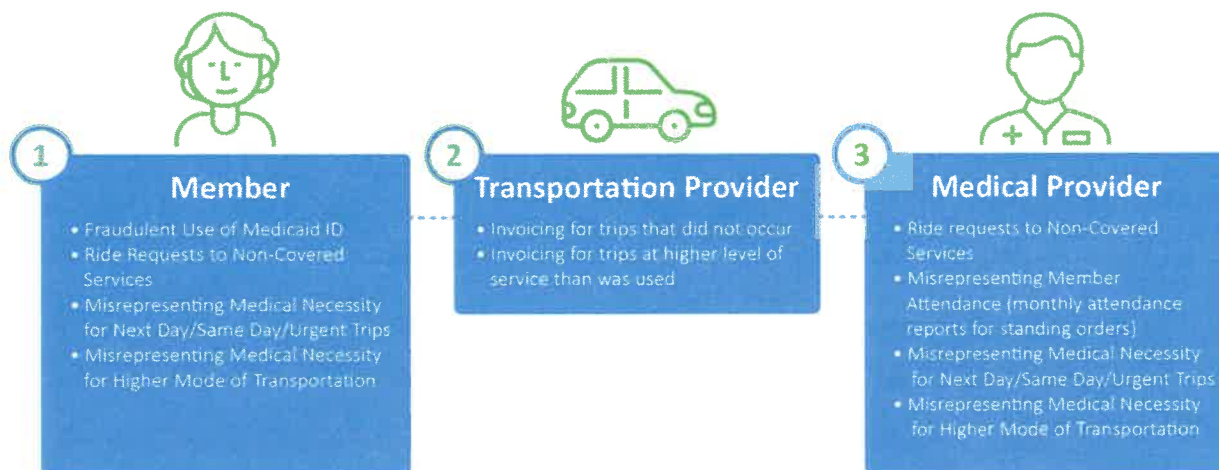
- **Attempts by a non-eligible person to use an eligible member's identification (ID) to book a trip by phone constitute identity fraud.** This is a rare occurrence with respect to urgent trip reservations because verbal medical provider appointment confirmation is always required. In most other cases, attempts will not work because LogistiCare validates a high percentage of trips for which some aspect of medical necessity must be verified with the medical provider.

- **Our standard gatekeeping process includes preventive fraud, waste, and abuse measures.** At the time of trip reservation, we verify the member is eligible to receive NEMT services, and that the service requested is covered by the health care plan. Trips are only assigned after confirming this information. When a trip is assigned, we provide a trip number that must be used for claims as well as the pickup and drop off address, which NEMT Providers are not allowed to change. If the member is using a private vehicle for the trip, CSRs provide an estimation of the reimbursement amount and send the member a reimbursement log that must be signed by a medical provider at the time of their appointment.
- **Member misrepresentation of their medical conditions or the medical necessity of going to a particular medical provider.** The authorization process itself resolves many of these issues. Additionally, our verification process for urgent, same-day, and next-day appointments is designed to help prevent abuse. Our practice of contacting medical providers to confirm these types of trips and a subsequent Utilization Review eliminate medical necessity misrepresentation.
- **Our Utilization Review team contacts healthcare providers to verify that members have covered medical appointments.** Healthcare providers submit attendance verification information either by fax or via the Facility Services Portal. By examining comparative data and conducting random phone audits and field visits, LogistiCare has developed highly effective safeguards against fraudulent billing.
  - In a process called the Monthly Trip Verification Reporting Audit, our Utilization Review team completes a monthly audit of standing order trips by confirming member appointment attendance with healthcare facilities. Based on facility feedback (attendance verification), we cross-reference trips assigned and paid to NEMT Providers with the reported attendance. By comparing these reports against the NEMT Provider's billing, we can identify attempts to bill for trips that did not occur or members who attempt using the NEMT services, but did not attend the scheduled Medicaid-covered service.
  - In cases where a facility states that a member was not in attendance, but an NEMT Provider bills for the trip and receives payment, LogistiCare investigates the issue and re-educates the NEMT Provider on billing policies. Further, we may enact disciplinary measures up to and including suspension, contract termination, and recoupment of the money paid to the company.
  - LogistiCare remains vigilant even when the focus is on a smaller portion of scheduled trips. For example, we regularly call medical facilities to confirm if a member using Gas Mileage Reimbursement attended the appointment for which mileage reimbursement was requested. Prior to reimbursing a member, we obtain written verification by way of a signed form that the trip was for a Medicaid covered service to or from a West Virginia enrolled provider, or for a waiver approved service, as well as the actual mileage for the trip.
- **Through our accounts payable system, we can suspend payment to an NEMT Provider — whether because of an allegation of Medicaid/Medicare fraud or because of an unrelated compliance issue.** If needed, we can lock an NEMT Provider's payment code, an action that creates a software restriction. Once the restriction is activated, our accounting team can no longer process payments (paper check or electronic deposit) until the suspension is released and the NEMT Provider's payment code is unlocked. Because the software restriction affects only the back end of the claims process, LogistiCare retains the capacity to process individual trip claims

or invoices while continuing to document pertinent payment details and the suspected fraudulent activity's financial impact.

- **We analyze reports for fraud management purposes to help identify exceptions or trends that may result in fraud, waste, abuse, and misuse.** For suspected activities, we conduct inquiries or open investigations as appropriate.
- **We consult the OIG website before we enter a contract or retain any person or entity tasked with performing services in the NEMT Program.** We consult the OIG's downloadable List of Excluded Individuals/Entities (LEIE) database during initial credentialing of an NEMT Provider/driver and monthly thereafter. We also consult the list for all employees, including consultants and temporary labor, against the same database upon hire and monthly thereafter. If we identify an individual or entity that has been excluded from rendering services on a Medicare, Medicaid, or other federal health services contract, we immediately cease to consider/use the individual or business for employment or any services.

### Sources of Fraud, Waste, Abuse, and Misuse



**Figure VIII-1: Fraud originates from various sources as illustrated in the graphic above, motivating LogistiCare to continuously evolve our methods for detection.**

LogistiCare's fraud awareness initiatives are continually enhanced due to our extensive experience in multiple markets. We develop processes and refine our software applications to prevent, detect, and mitigate fraud, right-sizing utilization, and reducing costs. We continuously review reports for trends, exceptions, or indicators of potential fraud. Our Operations Procedure Manual defines our processes to mitigate fraud, waste, abuse, and misuse, and the applicable processes for NEMT Providers. Please see for **Attachment 15\_Draft Outline of Operations Procedure Manual** for an outline of the current manual.

### LogistiCare's Organizational Commitment to Compliance

LogistiCare has among the highest standards of professional integrity and ethics in the business community. As part of our organizational commitment to preserve these standards, we maintain an effective Compliance Program designed to prevent, detect, and remediate legal and regulatory violations and risks. Our program incorporates the seven fundamental elements developed by the Department of Justice in its sentencing



guidelines, and the Health and Human Services Office of Inspector General (OIG) to combat fraud, waste, abuse, and misuse:

#### Appointment of a dedicated compliance officer and implementation of high-level oversight

Our compliance governance and oversight structure consists of our Chief Compliance Officer, Jody Kepler, and two committees comprised of LogistiCare personnel - the Corporate Compliance Committee (comprised of executives and business unit leadership) and the Executive Compliance Committee (comprised of our core leadership team). Among other activities, the Compliance Committee and Executive Compliance Committee meet at least quarterly, conduct an annual risk inventory and assessment, prepare a risk mitigation work plan, and oversee various compliance task forces and risk-related projects. Ms. Kepler and the Chief Ethics Officer, Julie Correll, also manage a Special Investigations Unit (SIU), which is solely dedicated to fraud, waste, abuse, and misuse detection and prevention. In addition, LogistiCare has experienced staff in our Charleston office who are responsible for local activities related to detection, prevention, and communication.

#### Written code of conduct, policies, and procedures

Our team implements written policies, procedures, and standards of conduct, and reviews and approves them annually. LogistiCare's Compliance and Ethics Plan and Code of Conduct (CEP) and compliance policies and procedures are available on our websites (including the secure employee portal), and are distributed to network NEMT Providers.

#### Effective compliance training and education, including subcontractors and vendors

Our CEP and compliance policies and procedures are available to employees through our learning management system, LogistiCare University, and to NEMT Providers through the secure NEMT Provider web portal. These documents are part of a comprehensive, mandatory training program that includes CMS's general compliance and FWAM training, and education modules on topics including HIPAA privacy and security, the ADA, and more. All employees and subcontractors must complete this training and education within 90 days of hire or contracting, and annually thereafter. The Compliance Committees review and audit compliance education and training for effectiveness. In addition, employees involved in trip authorization, claims processing, and utilization receive training to recognize common indicators of potentially fraudulent activity.

#### Effective lines of communication that include multiple channels to report fraud, waste, abuse, and misuse

LogistiCare supports effective communication of core compliance principles and multiple mechanisms for reporting compliance concerns. We maintain an ethics hotline staffed 24/7/365. Concerns may also be submitted via secure, dedicated email or to our Chief Compliance Officer. These mechanisms, and our "whistleblower" policy of non-retaliation, are widely disseminated via emails, websites, paycheck stubs, and compliance documents.

#### Monitoring and auditing internal and external compliance

To uphold enterprise-wide compliance, the Compliance Committees regularly assesses, monitors, and audits employee and subcontractor adherence to legal and compliance requirements. The annual risk mitigation work plan includes risk-based auditing and monitoring as part of each compliance project. The Compliance Committees and our corporate leaders oversee and monitor subcontractors and vendors, including



evaluating conflicts of interest and auditing compliance with program integrity and privacy training and education requirements. The mandatory, annual compliance training and education materials include subject matter assessments that must be successfully passed for participants to be considered fully compliant.

#### Consistent enforcement standards and discipline of violations directly related to compliance

We enforce standards of conduct and ethical principles through well-publicized and consistently applied disciplinary guidelines. Our CEO and other executive leaders set a strong commitment to ethical and compliant behavior and clearly communicate specific compliance expectations to employees and subcontractors during regular communications. They encourage reporting and questioning company, employee, and NEMT Provider activities and acting on reported misconduct. Internally, employee performance evaluations include assessing compliance with standards of conduct, policies and procedures, and training and education requirements. Violations are subject to progressive discipline, up to and including termination. Subcontractors are subject to corrective action plans, suspension, and contract termination for ethical misconduct and compliance failures.

#### Promptly respond to incidents and take corrective action to prevent future incidents

LogistiCare promptly responds to violations and implements meaningful corrective action to address confirmed unlawful or unethical conduct. Non-compliance is investigated by qualified personnel to confirm consistency and accountability. This monitoring includes immediate attention to legal and ethical matters, and reasonable resolution times for detected issues. All investigative and corrective actions are thoroughly documented and reported quarterly to the board of directors.

## IX. Vehicle Requirements

### A. Americans with Disabilities Act (ADA) Compliance

*Vehicles are to comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation (<https://www.ada.gov/>) The vendor should supply all NEMT providers with a copy of the ADA vehicle requirements or post on the Vendor's provider information website, and inspect the vehicles for compliance. Vehicles used for transporting Medicaid Recipients with disabilities are to be in compliance with applicable ADA vehicle requirements in order to be approved for use under this program. The Bureau may require vendor to supply additional notice of ADA vehicle requirements to NEMT providers.*

West Virginia's Field Monitors physically inspect all vehicles during initial credentialing and bi-annually thereafter. Vehicles and all components must comply with or exceed manufacturers, State and Federal, safety and mechanical operating and maintenance standards, and must comply with all applicable Federal laws, including ADA regulations. The regulations for ADA compliance are listed in the cloud-based tablet Field Monitors use during their inspection review. If a vehicle does not meet the inspection standards, including the standards for ADA compliance, we mark the vehicle as non-compliant with a red Bureau-approved sticker, and suspend it from service until the noted deficiencies are fixed or corrected and the vehicle passes re-inspection.

Providers receive a copy of ADA vehicle requirements in the NEMT Provider Manual and on the NEMT Provider website. As required by the Bureau, we distribute additional notices and updates to Providers online, in print, and by email, if requested.

### B. Other Compliance

*Vehicles should also comply with all federal, state, county, and local requirements, and the requirements listed below:*

- 1. The number of persons in the vehicle, including the driver, should not exceed the vehicle manufacturer's approved seating capacity.*
- 2. All vehicles should have adequately functioning heating and air conditioning systems and should always maintain a temperature that is comfortable to the member.*
- 3. All vehicles should have functioning seat belts and restraints as required by federal, state, county or local statute ordinance. All such vehicles should have an easily visible interior sign that states: "ALL PASSENGERS ARE REQUIRED TO USE SEAT BELTS". Seat belts are to be stored off the floor when not in use except in wheelchair accessible vehicles having permanent anchoring belts attached to the floor of the vehicle.*
- 4. Each NEMT provider should have at least two (2) seat belt extensions available.*
- 5. For use in emergency situations, each vehicle should be equipped with at least one (1) seat belt cutter that is kept within easy reach of the driver.*
- 6. All vehicles should have an accurate, operating speedometer and odometer.*
- 7. All vehicles should have two (2) exterior rear-view mirrors, one (1) on each side of the vehicle.*
- 8. All vehicles should be equipped with an interior mirror for monitoring the passenger compartment.*
- 9. The exterior of all vehicles should be clean and free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicle.*
- 10. The interior of all vehicles should be clean and free of torn upholstery, floor, or ceiling covering; damaged or broken seats; protruding sharp edges; dirt; oil, grease or litter; and hazardous debris or unsecured items.*
- 11. All vehicles should be operated within the manufacturers safe operating standards at all times.*

12. All vehicles should have NEMT provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number are to appear in lettering that is at least three (3) inches in height and of a color that contrasts with its surrounding background.
13. To comply with confidentiality requirements, no words may be displayed on the vehicle that implies that Medicaid Recipients are being transported. The name of the NEMT provider's business may not imply that Medicaid Recipients are being transported.
14. The vehicle license number and the vendor's toll-free and local phone numbers should be prominently displayed on the interior of each vehicle. This information and the complaint procedures should be clearly visible and available in written format in each vehicle for distribution to Medicaid Recipients upon request.
15. Smoking/Napping/E-Cigarette should be prohibited in all vehicles at all times. All vehicles should have an easily visible interior sign that states: "NO SMOKING/VAPING/E-CIGARETTE".
16. All vehicles should carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
17. All vehicles should be equipped with a first aid kit stocked with, at minimum, antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.
18. Each vehicle should contain a current map (where a GPS unit may be considered a map) of the applicable geographic area with sufficient detail to locate member and provider addresses.
19. Each vehicle should be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires. With the exception of sedans, the fire extinguisher should be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.
20. Insurance coverage for all vehicles at all times during the Contract period should be in compliance with state law, and any county or local ordinance. The vendor should be listed as "an additional interested party" to ensure notification is made to the vendor in the event of a lapse in insurance coverage.
21. Each vehicle should be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
22. Each vehicle will be equipped with a spare tire, tire jack, lug wrench and any additional items required to change a tire on the vehicle.
23. The vendor should document the lifting capacity of each vehicle in its network in order to route trips to NEMT providers that have appropriate lift capacity for Medicaid Recipients.
24. The vendor should require that every vehicle in a NEMT provider's fleet has a real-time link, phone or two-way radios. Pagers are not acceptable as a substitute.
25. The vendor should have in its network NEMT providers that have the capability to perform bariatric transports of patients up to eight hundred (800) pounds.
26. Each vehicle which requires the Medicaid Recipients to step up to enter the vehicle should include a step, or a safe stool to aid in passenger boarding. The step stool should be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, and be sturdy metal with non-skid treads. Under no circumstances should a milk crate, plastic stool, or similar substitute be considered a viable alternative for a step stool. Milk crates, plastic stools, or similar substitutes should not be permitted on any vehicle. Step stools should be secured away from aisles and doorways while the vehicle is in motion in order to avoid obstructing the paths of passengers in the event of an emergency evacuation.
27. Each wheelchair vehicle should comply with the following:
  - a. Wheelchair Lifts. Each wheelchair vehicle with a mechanical lift should have an engine-wheelchair lift interlock system, which requires the transmission to be placed in park and emergency brake engaged to prevent vehicle movement when the lift is deployed. All wheelchair lifts should meet current ADA guidelines.

- b. Wheelchair Securement Devices. Each wheelchair vehicle should have, for each wheelchair position, a wheelchair securement device (or "tie-down") which meets current ADA guidelines.*

When inspecting vehicles, we review the internal and external components to assure compliance with all federal, state, county, and local requirements, as well as the Bureau's requirements - listed in the following table.

LOGISTICARE WILL VERIFY VEHICLE COMPLIANCE WITH THE FOLLOWING STANDARDS:	
Requirement	Agree to Comply (X)
The number of persons in the vehicle, including the driver, should not exceed the vehicle manufacturer's approved seating capacity.	X
All vehicles should have adequately functioning heating and air conditioning systems and should always maintain a temperature that is comfortable to the member.	X
All vehicles should have functioning seat belts and restraints as required by federal, state, county or local statute ordinance. All such vehicles should have an easily visible interior sign that states: "ALL PASSENGERS ARE REQUIRED TO USE SEAT BELTS". Seat belts are to be stored off the floor when not in use except in wheelchair accessible vehicles having permanent anchoring belts attached to the floor of the vehicle.	X
Each NEMT provider should have at least two (2) seat belt extensions available.	X
For use in emergency situations, each vehicle should be equipped with at least one (1) seat belt cutter that is kept within easy reach of the driver.	X
All vehicles should have an accurate, operating speedometer and odometer.	X
All vehicles should have two (2) exterior rear-view mirrors, one (1) on each side of the vehicle.	X
All vehicles should be equipped with an interior mirror for monitoring the passenger compartment.	X
The exterior of all vehicles should be clean and free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicle.	X
The interior of all vehicles should be clean and free of torn upholstery, floor, or ceiling covering; damaged or broken seats; protruding sharp edges; dirt; oil, grease or litter; and hazardous debris or unsecured items.	X
All vehicles should be operated within the manufacturers safe operating standards at all times.	X
All vehicles should have NEMT provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number are to appear in lettering that is at least three (3) inches in height and of a color that contrasts with its surrounding background.	X
To comply with confidentiality requirements, no words may be displayed on the vehicle that implies that Medicaid Recipients are being transported. The name of the NEMT provider's business may not imply that Medicaid Recipients are being transported.	X
The vehicle license number and the vendor's toll-free and local phone numbers should be prominently displayed on the interior of each vehicle. This information and the complaint	X

procedures should be clearly visible and available in written format in each vehicle for distribution to Medicaid Recipients upon request.	
Smoking Vaping/E-Cigarette should be prohibited in all vehicles at all times. All vehicles should have an easily visible interior sign that states: "NO SMOKING / VAPING / E-CIGARETTE".	X
All vehicles should carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.	X
All vehicles should be equipped with a first aid kit stocked with, at minimum, antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.	X
Each vehicle should contain a current map (where a GPS unit may be considered a map) of the applicable geographic area with sufficient detail to locate member and provider addresses.	X
Each vehicle should be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires. With the exception of sedans, the fire extinguisher should be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.	X
Insurance coverage for all vehicles at all times during the Contract period should be in compliance with state law, and any county or local ordinance. The vendor should be listed as "an additional interested party" to ensure notification is made to the vendor in the event of a lapse in insurance coverage.	X
Each vehicle will be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.	X
Each vehicle will be equipped with a spare tire, tire jack, lug wrench and any additional items required to change a tire on the vehicle.	X
The lifting capacity of each vehicle in our network will be documented in order to route trips to NEMT providers that have appropriate lift capacity for Medicaid Recipients.	X
Every vehicle in a NEMT provider's fleet must have a real-time link, phone or two-way radios. Pagers are not acceptable as a substitute.	X
The network will include NEMT providers that can perform bariatric transports of patients up to eight hundred (800) pounds.	X
Each vehicle which requires the Medicaid Recipients to step up to enter the vehicle should include a step, or a safe stool to aid in passenger boarding. The step stool should be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, and be sturdy metal with non-skid treads. Under no circumstances should a milk crate, plastic stool, or similar substitute be considered a viable alternative for a step stool. Milk crates, plastic stools, or similar substitutes should not be permitted on any vehicle. Step stools should be secured away from aisles and doorways while the vehicle is in motion in order to avoid obstructing the paths of passengers in the event of an emergency evacuation.	X
Each wheelchair vehicle should comply with the following:  Wheelchair Lifts. Each wheelchair vehicle with a mechanical lift should have an engine-wheelchair lift interlock system, which requires the transmission to be placed in park and emergency brake engaged to prevent vehicle movement when the lift is deployed. All wheelchair lifts should meet current ADA guidelines.  Wheelchair Securement Devices. Each wheelchair vehicle should have, for each wheelchair position, a wheelchair securement device (or "tie-down") which meets current ADA guidelines.	X



## C. Vehicle Inspection

*The vendor should inspect all NEMT providers' vehicles prior to the operations start date and at least every six (6) months thereafter. The state of West Virginia vehicle inspection sticker does not serve as a substitute or alternative to Vendors vehicle inspection and credentialing. The vendor should ensure that NEMT providers maintain all vehicles to meet or exceed local, state, and federal requirements, and manufacturer's safety, mechanical, operating, and maintenance standards. In addition, the vendor should test all communication equipment during regularly scheduled vehicle inspection.*

*Upon completion of a successful inspection, an inspection sticker approved by The Bureau should be applied to the vehicle. The vendor should place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker should state the license plate number and vehicle identification number of the vehicle. Records of all inspections should be reported pursuant to Appendix 3 (Report #R20) of this RFP.*

*Authorized employees of The Bureau or the vendor should immediately remove from service any vehicle or driver found to be out of compliance with these requirements, including any local, state or federal regulations. The vehicle or driver may be returned to service only after vendor verifies that the deficiencies have been corrected. Any deficiencies, and actions taken to remedy deficiencies, should be documented and become a part of the vehicle's and the driver's permanent records.*

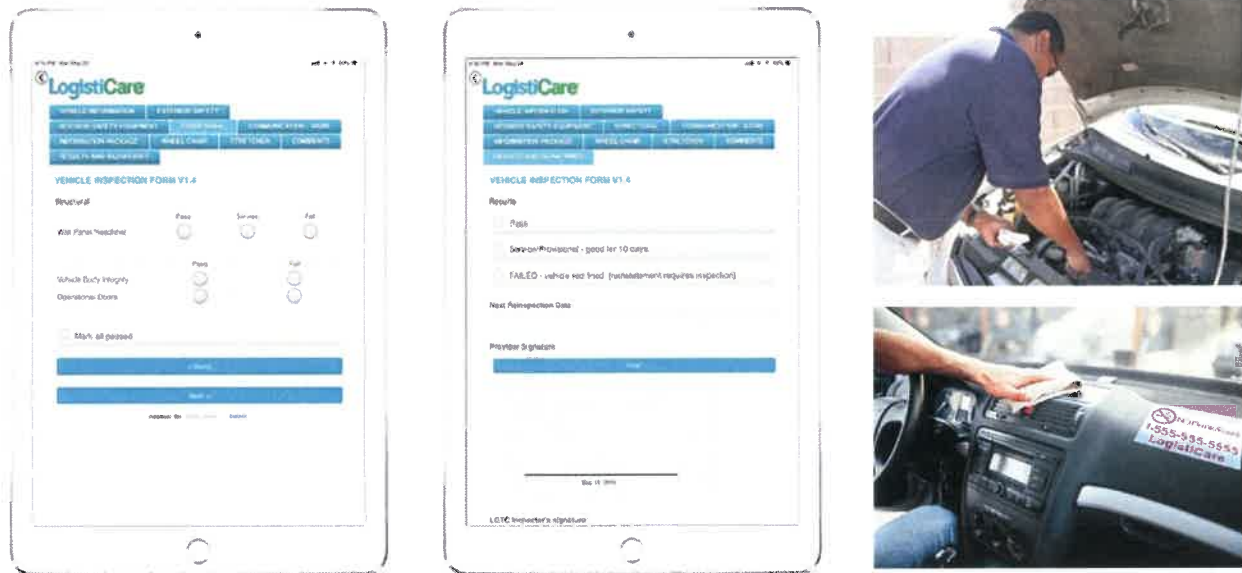
*The vendor should submit the final plan for vehicle inspection, forms, inspection sticker and a list of trained inspectors to The Bureau at least thirty (30) calendar days prior to the operations start date. The plan should include the names of all employees or sub-vendors who are authorized to inspect the vehicles for the vendor, and the vendor's inspection requirements, including those mandated by local, state and federal law. The vendor should not begin operations without an approved NEMT Vehicle Inspection Plan.*

Member safety during transports is LogistiCare's top priority. Our trained Field Monitors perform initial and bi-annual inspections to make certain every vehicle complies with all local, state, and federal requirements, and manufacturer's safety, mechanical, operating, and maintenance standards. Unlike other brokers that conduct remote vehicle inspections via video conferencing, we find it is important to perform a tangible examination of each vehicle's interior and exterior and to test their apparatuses, such as wheelchair lifts and communication equipment.

If awarded the new contract for the NEMT program, our Field Monitors will inspect all new and existing vehicles before the start of operations, and bi-annually thereafter. Field Monitors will use our standard vehicle inspection form that provides guidance for checking the functionality of tires, belts, lights, wipers, communications equipment, etc.; confirms ADA compliance; and, makes certain that the standard manufacturers represented equipment work properly. They will also retrieve documentation from the vehicle's owner to confirm vehicles are properly registered, insured, and licensed pursuant to local, state, and program policies. Field Monitors will re-inspect vehicles more often if there is a complaint or incident that presents cause for inspection.

### Inspection Process

Field Monitors use HIPAA-compliant mobile technology to capture date, time, geo-location, and photographs of every vehicle they inspect. With the tablets, Field Monitors can directly upload inspection information into the NEMT Provider's profile within the transportation management platform. The platform tracks inspection dates and corrective actions we require for re-activation.



**Figure IX-1: Field Monitors use web-enabled tablets to complete vehicle inspections to decrease time until completion and to gather supporting evidence of non-compliant features (photos). The inspection form requires a review of vehicles interior and exterior features, review of all components, including communications equipment and wheelchair lifts, and documentation of vehicle registration, insurance and local inspections.**

Our mobile technology streamlines the inspection process and offers efficiencies:

- Reduces time spent on administrative functions
- Real-time data access allows Field Monitors to immediately update vehicle information
- GPS-capability provides accurate navigation instructions to the inspection site
- Real-time data transfer enhances documentation quality and consistency
- Prefilled forms increase data collection accuracy
- On-site photographic documentation of compliance/non-compliance issues, such as cracked or worn belts, worn tire treads, etc. support inspection determinations

Following a completed inspection, we affix a green or red Bureau-approved sticker to the outside of the passenger side rear window in the lower right corner. The sticker states the license plate number and vehicle identification number of the inspected vehicle.

### Pass Inspection (Green Sticker)

If a vehicle passes inspection, the Field Monitor places a date-stamped green inspection sticker on the inside, lower corner of the vehicles windshield. The sticker remains valid for six months, as long as the vehicle remains in working order.

### Serious Infractions (Red Sticker) – Removed from Service

If a vehicle or driver fails violates any network standards, including any local, state or federal regulations, our Field Monitor places a red sticker on the window and immediately deactivates the vehicle from service. We enter the inspection violations in the transportation management platform and suspend assignment to the vehicle and its driver. Any deficiencies, and actions taken to remedy deficiencies, are documented and

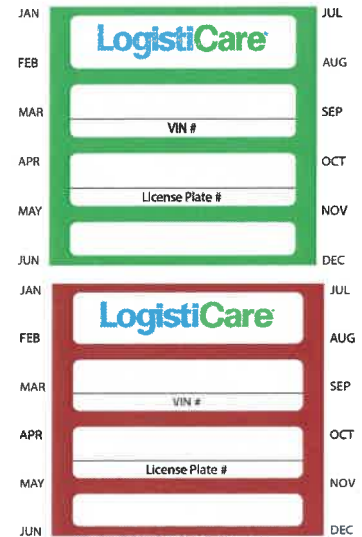
become a part of the vehicle's and the driver's permanent records. Drivers are unable to return to service until all deficiencies are corrected and physically verified by a Field Monitor.

### Inspection Reports

We maintain records of all inspections in our transportation management platform and deliver an electronic version of the results to the NEMT Provider via email. Inspection results are submitted to the Bureau in the “Records of Vehicle Inspection” report delivered monthly.

### NEMT Vehicle Inspection Plan

At least 30 calendar days prior to the operations start date, we will submit revisions to our Bureau-approved plan for vehicle inspection, forms, and inspection stickers to the Bureau. The final plan will include the names of all employees who are authorized to inspect vehicles, and our inspection requirements, including those mandated by local, state and federal law. Operations will not renew without an approved NEMT Vehicle Inspection Plan.



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LogistiCare

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License Plate #

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*Figure IX-2: Vehicle inspection stickers are used to identify vehicles that are in or out of compliance*

## **X. NEMT Providers' Drivers Policies and Procedures**

### **A. Driver Requirements**

*The vendor should ensure that NEMT providers' drivers are in compliance with the following requirements:*

- 1. All drivers should abide by state and local laws.*
- 2. All drivers, at all times during their employment, should be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.*
- 3. Drivers who receive citations and are convicted of two (2) moving violations or accidents related to transportation provided under the NEMT Brokerage Program are to be removed from service.*
- 4. Drivers should not have had their driver's license suspended or revoked for moving traffic violations in the previous five (5) years.*
- 5. The vendor agrees to require that NEMT providers' drivers comply with the 42 CFR § 455.434 Criminal background checks. <https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-sec455-450.pdf>. The vendor should conduct criminal background checks on all drivers, and the vendor's Proposal should include the specific criteria the vendor may use to determine if a driver can provide services under the NEMT brokerage program.*
- 6. All drivers should be courteous, patient, and helpful to all passengers and be neat and clean in appearance.*
- 7. No driver is to use alcohol, narcotics, illegal drugs, over-the-counter medications or prescription medications that impair their ability to perform.*
- 8. All drivers should wear and have visible a nametag that is easily readable and identifies the employee and the employer.*
- 9. No drivers should smoke, vape, and /or use E-Cigarette while in the vehicle, while assisting a member, or in the presence of any member. Medicaid Recipients should not be allowed to smoke, vape, and /or use E-Cigarette in the vehicle.*
- 10. Drivers should not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NEMT provider or to call 911 in an emergency. Drivers should not talk on mobile phones and/or text when the vehicle is in motion.*
- 11. Drivers should provide an appropriate level of assistance to a member when requested or when necessitated by the member's mobility status or personal condition. This includes curb-to-curb, door-to-door, and hand-to-hand assistance, as required. Before departing the drop-off point, the driver should confirm that the member is safely inside the destination.*
- 12. The driver should assist the member in the process of being seated; confirm that all seat belts are fastened properly and that all passengers are safely and properly secured. The Driver should be responsible for properly securing any mobility devices utilized by the member.*
- 13. Upon arrival at the destination, the driver should park the vehicle so that the member does not have to cross streets to reach the entrance of the destination.*
- 14. The driver should not leave a member unattended at any time except in trips exceeding sixty (60) miles one way where the member may need to utilize facilities at a rest stop, gas station, or other establishment and the driver and member are opposite genders. Under no circumstances should a member be left unattended in the vehicle.*
- 15. If a member or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver should park the vehicle in a safe location out of traffic, notify the dispatcher, and request assistance.*
- 16. Drivers with more than one confirmed incident of failure to properly secure a member's wheelchair should be removed from providing services until such time as the NEMT provider submits documentation to the vendor to support that the driver has been properly trained in the use of the securement devices.*

During the initial credentialing and re-credentialing processes, LogistiCare's Compliance Manager reviews the documentation submitted by each driver to assure their qualifications meet the minimum standards for service delivery. Dates for time-sensitive documents are stored in our system and continuously monitored by the Compliance Team through reports and analysis for continued compliance. Details of the driver requirements are conveyed to NEMT Providers in the NEMT Provider Manual and during the recruitment phase. If a driver fails to maintain compliance with the requirements listed below, we may discuss corrective actions with the NEMT Provider up to and including termination from the network.

DRIVER REQUIREMENTS AND QUALIFICATIONS	
Requirement	Agree (X)
All drivers should abide by state and local laws.	X
All drivers, at all times during their employment, should be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.	X
Drivers who receive citations and are convicted of two (2) moving violations or accidents related to transportation provided under the NEMT Brokerage Program are to be removed from service.	X
Drivers should not have had their driver's license suspended or revoked for moving traffic violations in the previous five (5) years.	X
Require that NEMT providers' drivers comply with the 42 CFR § 455.434 Criminal background checks. <a href="https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-sec455-450.pdf">https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-sec455-450.pdf</a> . Conduct criminal background checks on all drivers, and the specific criteria we to determine if a driver can provide services under the NEMT brokerage program.	X
All drivers should be courteous, patient, and helpful to all passengers and be neat and clean in appearance.	X
No driver is to use alcohol, narcotics, illegal drugs, over-the-counter medications or prescription medications that impair their ability to perform.	X
All drivers should wear and have visible a nametag that is easily readable and identifies the employee and the employer.	X
No drivers should smoke, vape, and /or use E-Cigarette while in the vehicle, while assisting a member, or in the presence of any member. Medicaid Recipients should not be allowed to smoke, vape, and /or use E-Cigarette in the vehicle.	X
Drivers should not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NEMT provider or to call 911 in an emergency. Drivers should not talk on mobile phones and/or text when the vehicle is in motion.	X
Drivers should provide an appropriate level of assistance to a member when requested or when necessitated by the member's mobility status or personal condition. This includes curb-to-curb, door-to-door, and hand-to-hand assistance, as required. Before departing the drop-off point, the driver should confirm that the member is safely inside the destination.	X
The driver should assist the member in the process of being seated; confirm that all seat belts are fastened properly and that all passengers are safely and properly secured. The Driver should be responsible for properly securing any mobility devices utilized by the member.	X



Upon arrival at the destination, the driver should park the vehicle so that the member does not have to cross streets to reach the entrance of the destination.	X
The driver should not leave a member unattended at any time except in trips exceeding sixty (60) miles one way where the member may need to utilize facilities at a rest stop, gas station, or other establishment and the driver and member are opposite genders. Under no circumstances should a member be left unattended in the vehicle.	X
If a member or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver should park the vehicle in a safe location out of traffic, notify the dispatcher, and request assistance.	X
Drivers with more than one confirmed incident of failure to properly secure a member's wheelchair should be removed from providing services until such time as the NEMT provider submits documentation to the vendor to support that the driver has been properly trained in the use of the securement devices.	X

LogistiCare's specific criteria to determine if a driver can provide services under the NEMT brokerage program are outlined in the NEMT Provider Manual, as listed below.

## Driver Requirements

Each driver's records and qualifications are subject to an initial and annual inspection by LogistiCare's Compliance Manager, interim inspections may be required by LogistiCare in its sole discretion. Any driver failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. LogistiCare and the Bureau reserve the right to disallow any driver from performing services under this Agreement. All drivers shall be licensed and trained in accordance with West Virginia and local laws or regulations, and at a minimum, meet the applicable qualifications listed below:

- All drivers shall be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.
- Drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault during the previous thirty-six (36) months shall be removed from service.
- Drivers shall not have had their driver's license suspended or revoked for moving violations in the previous five (5) years. The Provider shall comply with West Virginia's laws and regulation regarding criminal background checks for all drivers, including fingerprinting as conducted by any law enforcement entity.
- The Provider shall verify that drivers are not listed on the West Virginia Sex Offender Registry.
- The following will preclude a driver from providing services under this agreement: (1) conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement; (2) plea of guilty or nolo contendere or conviction for any barrier crime or felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years. All drivers must meet current state and federal motor carrier safety regulations and guidelines.
- Each driver must have competent driving habits.
- Providers shall not employ drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of members. If a Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications

that could endanger the safety of members, the Provider shall immediately remove the driver from providing service.

- Each driver shall successfully pass a pre-employment ten-panel drug screen for traces of illicit drugs prior to providing service. The Provider shall ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants and shall conduct separate and independent drug testing as may be required by the DOT. Provider shall ensure that all drivers have been trained in Passenger Assistance, Safety and Sensitivity, “spill kit” use and biohazard removal. Drivers must also be trained in Defensive Driving and First Aid, and wheelchair loading and lockdown (if applicable).
- The Provider shall submit proof that drivers have completed all required training prior to them providing services.

Drivers are also subject to the Customer Service Standards defined in this RFP.

## B. Provider Daily Trips Logs

1. *The Vendor should require that all NEMT Providers' drivers (commercial drivers and personal drivers) maintain daily trip logs containing, but not limited to, the information listed below. NEMT providers should keep records of trip logs, as they may be required if selected for audit. Fixed route transportation (as described in Section III of this Appendix), should be excluded from this requirement. Provider trip logs should be validated per the Vendor's Validation plan specified in section VII: C "Validation checks". Date of service;*
2. *Driver's name;*
3. *Driver's signature;*
4. *Member's name;*
5. *Member's or attendant's signature;*
6. *Vehicle Identification Number (VIN) or other identifying number on file with the vendor;*
7. *NEMT provider's name;*
8. *Trip ID Number;*
9. *Mode of transportation authorized;*
10. *Actual drop off time in military time;*
11. *Miles driven per trip odometer; and*
12. *Notes, if applicable. The log should show notes in the case of, but not limited to, the following: cancellations, incomplete requests, "no-shows", accidents and incidents.*

Drivers, excluding fixed route transportation drivers, have the option to maintain a log of their daily trips manually (paper) or electronically (using LogistiCare’s driver application\*\*). Using either method, we require drivers to capture the following information about their assigned trips within their logs:

- |                      |  |
|----------------------|--|
| • Date of Service    | • NEMT Provider’s name                     |
| • Driver’s name      | • Trip ID number                           |
| • Driver’s signature | • Authorized mode of transportation        |
| • Member’s name      | • Actual drop-off time (in military hours) |
| • Member’s signature | • Miles driven per trip leg                |
| • VIN                |  |

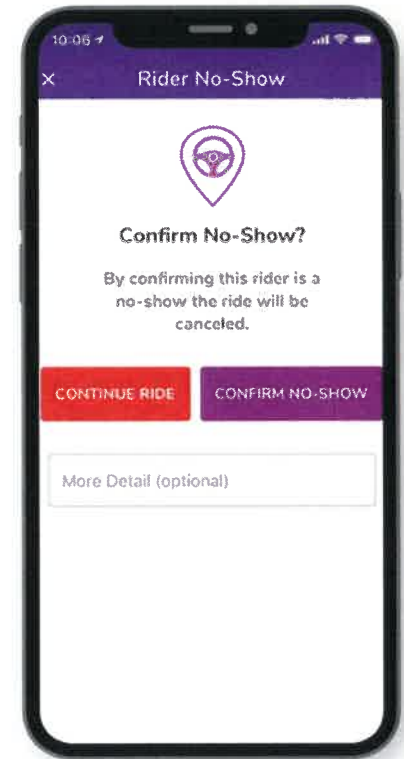
If a trip does not occur due to a no-show or cancellation, or is not completed due to an incident or accident, drivers must note this information on their trip log. We understand that some members are unable to sign trip logs. We attempt to designate members who are unable to sign in our system and follow alternative trip validation processes.

### Electronic Trip Logs\*\*

Drivers that download and use LogistiCare's mobile app will have trip log data digitally captured. The application uses stored trip information (Trip ID number and member's name), vehicle information (VIN and mode), and GPS-data (i.e. the driver's latitude and longitude coordinates for all stops, date of service, actual pick-up and drop-off times, and miles driven for each trip) to create an electronic trip log. Once all trips assigned for the day are complete, drivers can click a button to attest the information gathered is accurate and complete - this serves as their digital signature. If the driver is unable to complete a trip due to an incident or accident, or the trip does not occur because of a member cancellation or no-show, the driver can easily record this information in their mobile app.

### Paper Logs

Because we understand there are sometimes network connectivity issues in the Mountain State, we will require all drivers that use a GPS-enabled driver app to keep paper copies of trip logs as a backup resource.



**\*\*Figure X-1: Drivers will have the option to digitally record trip events, such as member no-shows in the mobile application**

## C. Trip Manifests

1. *At least forty-eight (48) hours prior to the trip, the vendor should provide a trip manifest to the NEMT provider.*
2. *To ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) (<https://www.hhs.gov/hipaa/>), the vendor should send trip manifests to the NEMT provider by a facsimile device or secure electronic transmission.*
3. *NEMT providers and vendor are to have dedicated telephone lines available at all times for faxing purposes.*
4. *The trip manifests supplied to NEMT providers should include all necessary information for the driver to perform, including, but not limited to, the following:*
  - a. *Request Tracking Number;*
  - b. *Member's name;*
  - c. *Member's phone number;*
  - d. *Address and time of the pick-up and the address and time of the appointment for covered medical service (including the name and phone number of facility);*
  - e. *Mode of transportation;*
  - f. *Directions to member's home, if appropriate;*
  - g. *Return trip time(s), if appropriate;*
  - h. *Any special needs of the member or instructions to the driver.*

5. *If the vendor sends a trip manifest to a NEMT provider less than forty-eight (48) hours before the pick-up time, the vendor should also contact the NEMT provider by telephone or electronically to confirm that the trip may be accepted.*
6. *The vendor should include provisions regarding these requirements in any subcontracts with NEMT providers.*

NEMT Providers in West Virginia have access to LogistiCare’s secure, HIPAA-compliant NEMT Provider portal, which integrates directly with our transportation management platform. Through the portal or integration with approved ATMS vendors, we can electronically deliver trip manifests to NEMT Providers at least 48 hours before the service date with all of the information drivers need to perform their assigned trips, including:

- Request Tracking Number (authorized trip ID number)
- Member's name and phone number
- Address and time of the pick-up\*
- Address and time of the member’s appointment for covered medical service
- Facility name and phone number of facility
- Mode of transportation
- Return trip time(s), if appropriate\*
- Member’s special needs and instructions for the driver

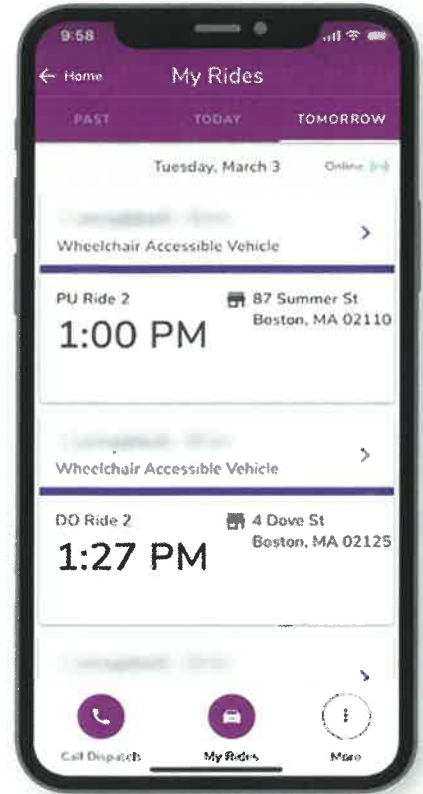
\* By pre-scheduling the pick-up and drop-off times at the time of reservation, we can hold NEMT Providers accountable for meeting our timeliness requirements.

LogistiCare will continue submitting trip manifests by fax or via the secure NEMT Provider portal, if preferred by the NEMT Provider, especially if the Provider serves a geographic location with limited or poor network connectivity. For this reason, we require NEMT providers to have dedicated telephone lines available at all times for faxing. The requirements for trip manifests are included in our NEMT Provider contract and within the NEMT Provider manual.

### Trip Manifests for Urgent Trips

If we assign an urgent trip or trip that does not meet the advanced notice requirements to an NEMT Provider (or a volunteer or independent driver who specializes in recovery or demand trips), we call the NEMT Provider to confirm their trip acceptance. If the Provider verbally accepts the request, we provide the information listed above as well as the estimated reimbursement amount, and request written confirmation of trip acceptance by fax or email. Provisions for these requirements are included in our subcontracts with NEMT providers.

On a date determined in conjunction with the Bureau, LogistiCare’s driver application will be rolled out in West Virginia. The software will allow LogistiCare to instantly transmit electronic trip manifests to NEMT Providers in a manner that meets all of the Bureau’s requirements.



**\*\*Figure X-2: Drivers will be able to view their trips for the day on the “My Rides” screen of the mobile application**



## D. Real-Time Communication

*The vendor should require that every vehicle in a NEMT provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute. In its Proposal, the vendor should detail the communications equipment that may be used to fulfill the requirements of the vendor including how communication among Medicaid Recipients, vendor, NEMT providers, and drivers should be managed to ensure that there are no delays in services or in emergency relief. The vendor should list by name the Management staff that may be responsible for real-time communication efficiency.*

*The vendor should ensure that all real-time activities, including those listed below, are managed in a professional manner.*

1. **Emergencies:** *In the event of an emergency (such as accidents, incidents, and vehicle breakdowns), the driver is to notify the NEMT vendor immediately to report the emergency and arrange for alternative transportation for the member(s) on board (if necessary).*
2. **Cancellation of a trip by a Member:** *Vendor should communicate information regarding cancellations to the NEMT provider in an expeditious manner to avoid unnecessary trips.*
3. **No-Shows:** *In the event of a no-show, the driver should immediately notify the NEMT provider and the NEMT provider should immediately notify the vendor so that the authorization may be cancelled.*

We require NEMT Providers to maintain a hands-free device and mobile telephone or a two-way radio in their vehicle for communication with the NEMT Provider or LogistiCare's call center during emergency situations or when changes to scheduling occur. If involved in an accident or incident, drivers can use their mobile device to contact the local authorities, their NEMT Provider, or LogistiCare's Transportation Team. Pagers are not acceptable substitutes. Drivers are prohibited from talking on mobile phones and/or text messaging when their vehicle is in motion.

Our real-time communication policy includes the acceptable circumstances and standards for using real-time communication when performing NEMT services:

- **Emergencies:** In the event of an emergency (such as accidents, incidents, and vehicle breakdowns), drivers must immediately contact LogistiCare to report the emergency and arrange alternative transportation for the member(s) on board (if necessary).
- **Cancellation of a trip by a Member:** If a member cancels a trip before a driver is scheduled to arrive, LogistiCare contacts the NEMT Provider regarding the cancellation to avoid an unnecessary trip.
- **No-Shows:** In the event of a no-show, the driver must immediately notify the NEMT provider and the NEMT provider should immediately notify LogistiCare so that the authorization may be cancelled.

The Provider Relations team verbally communicates this requirement during orientation and provides written documentation of our policy within the NEMT Provider manual. When performing our initial and bi-annual vehicle inspections, we check the communication system's operability to make certain it is in proper working condition.

Before the start of the new contract term, we will submit a formal list to the Bureau with the names of our local managers that are responsible for real-time communication efficiency, including our Provider Relations Manager, Todd Bacchus, and the Assistant Manager, Carla Corona.

## E. Monitoring Plan

*The vendor should develop and implement a plan for monitoring NEMT providers' compliance with all applicable local, state and federal laws and regulations. The vendor should ensure that NEMT providers comply with the terms of their contracts and all NEMT provider-related requirements of the vendor, including driver requirements, vehicle requirements,*



*complaint resolution requirements and the delivery of courteous, safe, timely and efficient transportation services. The vendor should ensure that all NEMT providers comply with applicable WV Medicaid policies and procedures, including financial requirements and enrollment policies. The vendor should submit a final completed plan to The Bureau for approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved NEMT provider Monitoring Plan.*

*Monitoring activities should include, but are not limited to, the following:*

- 1. On-street observations;*
- 2. Accident and incident reporting;*
- 3. Statistical reporting of trips;*
- 4. Analysis of complaints;*
- 5. Driver licensure, driving record, experience and training;*
- 6. Member safety;*
- 7. Member assistance;*
- 8. Completion of driver trip logs;*
- 9. Driver communication with dispatcher; and*
- 10. Routine scheduled vehicle inspection and maintenance.*

*The vendor's NEMT provider monitoring plan should include written procedures for ensuring that an appropriate corrective action is taken when NEMT provider furnishes inappropriate or substandard services, when a NEMT provider does not furnish services that should have been furnished, or when a NEMT provider is out of compliance with federal or state laws or regulations. The vendor should report monthly to The Bureau on monitoring activities, monitoring findings, corrective actions taken, and improvements made by the NEMT provider.*

In 2018, we developed and implemented a comprehensive monitoring plan to evaluate NEMT Provider performance, and compliance with all applicable local, state, and federal laws and regulations and applicable WV Medicaid policies and procedures, including financial requirements and enrollment policies. Our plan includes the following strategies to ensure NEMT Providers comply with the terms of their contracts, including driver requirements, vehicle requirements, complaint resolution requirements and the delivery of courteous, safe, timely and efficient transportation services.

### Credentialing

Before admitting NEMT Providers to our network, we require the successful completion of our rigorous credentialing process, which includes the evaluation of drivers' past driving and criminal history, and the collection of training, licensing, insurance, and registration documentation. The credentialing process is repeated annually to verify drivers, vehicles, and NEMT Providers continually comply with local, state, and federal laws and regulations.

### Recurring Vehicle Inspections

Vehicles used to transport members are

*WV Medicaid policies and procedures, including financial requirements and enrollment policies*

We refer to the OIG's downloadable List of Excluded Individuals/Entities (LEIE) database monthly. We also consult the list for all employees including consultants and temporary labor against the same databases upon hire and monthly, thereafter. If we identify an individual or entity that has been excluded from rendering

services on a Medicare, Medicaid, or other federal health services contract, we immediately cease to consider/use the individual or business for employment or any services.

### On-street observations

Our CTAA-trained Field Monitors regularly conduct on-street inspections at pick-up and drop-off sites to audit drivers' on-time performance, vehicle safety, and behavior using tablets and a cloud-based app that interface with our transportation management platform. Field Monitors are able to score drivers' delivery of services and take pictures of the vehicle's condition (e.g., frayed seat belt, worn tire tread, etc.), the driver's passenger handling, and the vehicle's position in relation to the drop-off location using tablets that directly interface with our transportation management platform.

We will also introduce the mystery rider program in West Virginia. In this program, LogistiCare employees will covertly ride with NEMT Providers as members. We will train employees to objectively evaluate the NEMT Provider's performance in real-time. This exercise will allow us to directly identify service deficiencies and discover opportunities for improvement, while indoctrinating employees into the NEMT culture.

### Accident and incident reporting

LogistiCare requires NEMT Providers to immediately report accidents and incidents that occur during a scheduled trip when a member is present in the vehicle. Accident and incident reports, including the investigation summary, NEMT Provider, dates, driver name, member name, cause of accidents, injuries (if any), and actions taken must be sent to the Transportation Department within 24 hours of the event, or as soon as received. We store information about accidents and incidents in our system for reporting and to monitor driver performance. Drivers involved in two accidents or incidents with fault are terminated from our network.

### Post-Trip Surveys

When a trip completes, members automatically receive a post-trip survey within three days to elicit opinions on their driver, vehicle, and overall satisfaction with the service provided by LogistiCare. Our automated survey system calls the member's home phone number between 9 AM and 8 PM and asks six questions. Most recently, NEMT Providers achieved the following results based on feedback gathered through post-trip surveys:

- Member Satisfaction Rate: 91.3%
- On-Time Performance: 99.04%

Members who ride public transit or receive gas mileage reimbursement are not surveyed. A member can also be added to the Do Not Call list if they do not wish to receive the survey. Members are only surveyed once in a sixty-day period. The Transportation Team uses the feedback to rank NEMT Providers and for development of the Provider Performance Score Card. Results are also used to detect fraud, waste, abuse, and misuse.

Examples of post-trip Survey questions, member response options, question methodology, and associated Flesch-Kincaid Grade Level scoring follow.

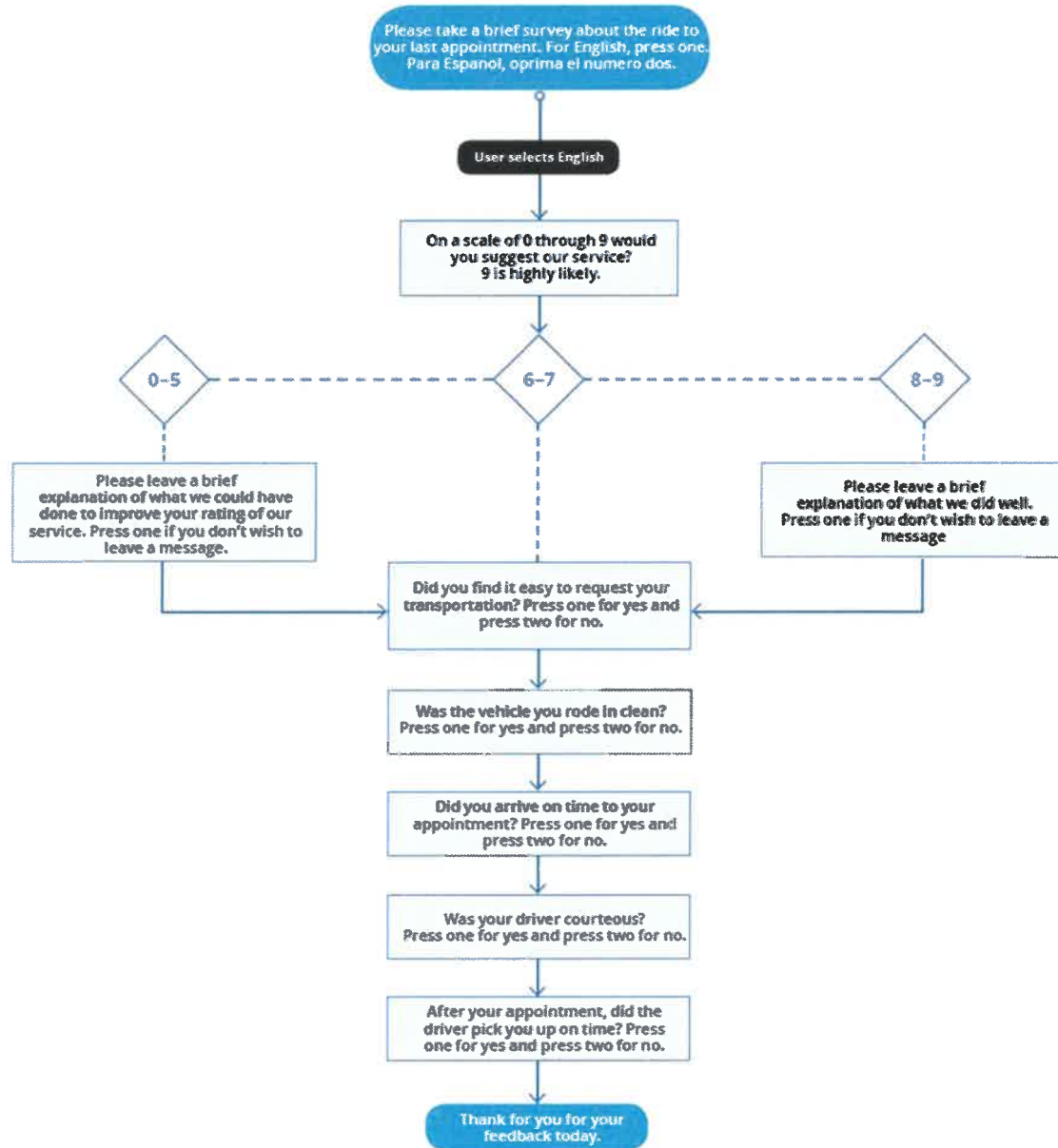


Figure X-3: Diagram of the flow of post-trip survey calls

POST TRIP SURVEY QUESTIONS			
Question	Response Options	Methodology	Flesch-Kincaid Grade Level
<b>1</b> <i>On a scale of 0-9, would you suggest our service? 9 is highly likely.</i>	Rating 0-9	Q1 provides LogistiCare with an overall Net Promoter Score (NPS) to measure customer loyalty based on the transportation experience.	3.9
<b>2</b> <i>Follow up to question one if the answer is 8-9: Please leave a brief explanation of what we did well. Press one if you don't wish to leave a message.</i>	Optional audio message	Q2 gauges whether the participant was pleased with the level of service rendered. Voice recordings allow the LogistiCare operation to identify attributes contributing to satisfaction.	2.4
<b>3</b> <i>Follow up to question one if the answer is 1-5: Please leave a brief explanation of what we could have done to improve your rating of our service. Press one if you don't wish to leave a message.</i>	Optional audio message	Q3 targets recipients whose transportation needs were not met adequately. Voice recordings allow the LogistiCare operation to identify attributes detracting from the customer experience.	4.6
<b>4</b> <i>Did you find it easy to request your transportation? Press one for yes or two for no.</i>	Press one for Yes Press two for no	Q2 identifies the ease of usage when requesting LogistiCare referred trips.	2.9
<b>5</b> <i>Was the vehicle your rode in clean? Press one for yes or two for no.</i>	Press one for Yes Press two for no	Q3 identifies vehicle satisfaction rating.	2.3
<b>6</b> <i>Did you arrive on time to your appointment? Press one for yes or two for no.</i>	Press one for Yes Press two for no	Q4 identifies on time arrival satisfaction rating.	3.7
<b>7</b> <i>Was your driver courteous? Press one for yes or two for no.</i>	Press one for Yes Press two for no	Q5 is a reaction rating that measures the recipient's perception about the driver.	1.5
<b>8</b> <i>After your appointment, did you driver pick you up on time? Press one for yes or two for no.</i>	Press one for Yes Press two for no	Q6 identifies LogistiCare's on time satisfaction rating (b-leg).	2.3

Figure X-4: Post-Trip Survey Questions and readability scores

### Statistical reporting of trips

We monitor Provider activity and trip quality using a number of standard and real-time reports including the following:

- Trip Detail Report – The report provides trip details, including the number of scheduled and completed trips by mode, the number of cancelled trips by reason, member no shows, cost of trips, etc.
- Complaint Report – Details complaints filed by members, NEMT Providers, Medical Providers, and facilities with complaint date, description, and resolution.
- Denial Report – Provides a list of all refusals for service, providing the member's name, date of refusal, and reason for refusal.
- Reroute analysis – On a daily basis, the Transportation Manager and team review and analyze reroutes (trips returned by the NEMT Providers). When a NEMT Provider reroutes a trip(s), a code is used that details why the trip(s) are rerouted. This allows LogistiCare to better identify the root causes.

Our business intelligence tool collects data from our transportation management platform and any integrated applications to produce additional reports, such as the Trip Percentage by Provider Type Report and the Trips by Level of Service Report.

### Analysis of complaints

LogistiCare's local management team reviews weekly complaint reports to identify trends and systemic issues. Any trends identified with particular NEMT Providers are discussed during one-on-one meetings and may result in corrective actions. In addition, our system uses complaint information as part of its trip assignment logic.

### Driver licensure, driving record, experience and training

Initial credentialing and annual re-credentialing includes a national, state, and county criminal background check, running of an initial and monthly OIG report, annual Motor Vehicle driving record, and a ten (10)-panel drug test for every driver. For every driver in our network, we require proof of age and licensure, copies of all trainings and certifications related to the delivery of service (i.e. CTAA PASS training), and copies of current insurance and registration documents. These items are monitored within our system to make certain driver and vehicle compliance. The system automatically monitors dates of expiration for time-sensitive documents and sends alerts to NEMT Providers at 60 and 30 days before the document is set to expire. If a document expires prior to update, we suspend the driver and/or vehicle from our network until they demonstrate proof of compliance.

Additionally, LogistiCare's Compliance Department tracks driver and vehicle compliance with our credentialing requirements through regular reports that validate multiple aspects of compliance. For example, the Expired Driver License Report is run every month to identify drivers with upcoming license expirations. We send reminder letters to NEMT Providers that have drivers at-risk of lapsing and alert NEMT Providers of pending expirations any time the NEMT Provider logs into the NEMT Provider Services Portal.

### Member safety

LogistiCare developed the Safe Driver program to help NEMT Providers safely transport members. Throughout the program, all drivers are trained to meet industry-best standards established by nationally



accredited institutions such as CTAA. Drivers must complete the comprehensive training to participate in the NEMT program, which includes a minimum of 20 hours of classroom and behind the wheel training. NEMT Providers must also train drivers to provide assistance or support to members with the proper use of seat belts, car seats, booster seats, and mobility devices

### Member assistance

Through on-site observations, complaint details, and member surveys, we can monitor the level of assistance drivers provide to members. If there are any reports of wrongdoing or unsafe practices while supporting members, we can re-train the driver or investigate to determine if corrective actions are required.

### Completion of driver trip logs

Drivers must submit a daily trip log that includes information about their completed trips, as well as cancellations and no-shows LogistiCare. We enter information from the daily trip logs into our system's verification module to verify NEMT Provider's trip invoices and verify trips occurred using our pre-trip and post-trip validation procedures.

If we identify inconsistencies in trip logs, such as discrepancies in the calculated mileage and the mileage reported on the driver's trip log, we investigate the occurrences, and if appropriate, recuperate any money paid to NEMT Providers in error.

### Driver communication with dispatcher

We confirm drivers have a working two-way communication device in their vehicle during our initial and bi-annual inspections and notify drivers of the requirements for usage in the NEMT Provider Manual, and verbally during Provider Orientation. Two way devices can only be used to communicate cancellations, delays, no-shows, or accidents/incidents to the driver's dispatcher. If we receive a complaint or observe a driver using their two-way device while transporting a member, we will investigate the claim and take action to prevent unsafe driving conditions.

### Routine scheduled vehicle inspection and maintenance

We physically inspect all vehicles in our network initially and bi-annually using a detailed inspection record generated by tablets that interface with our system. Using the tablet, we can instantly record vehicle inspections and upload related images into our system. Following inspections, we affix an inspection sticker to each contracted vehicle denoting its acceptable use for NEMT service – vehicles with a green sticker are allowed to continue service for six months; vehicles with a red sticker are inactivated from our network until they receive the proper maintenance.

### GPS-enabled Live Vehicle Monitoring\*\*

Following the deployment of LogistiCare's GPS-enabled driver application (or use of a preferred ATMS application), we will have the ability to monitor vehicle on-time performance in real-time and remotely view vehicles as they complete their daily trips. Our Transportation team will have the ability to review at-risk vehicles and determine if proactive actions (i.e. reroute) will be needed to make certain members arrive at their scheduled appointments on time. We will also be able to use data from the tool to verify pick-up and drop-off times and locations.

### One-on-One Provider Meetings

To support NEMT Providers in delivering compliant and high-quality transportation services, we meet with Providers regularly to evaluate their performance and review their benchmarked Performance Score Card. When contracting with new Providers, we set expectations and performance goals and use these goals to measure achievements in the NEMT Provider Performance Score Card that benchmarks and compares Provider performance based on several factors, including tracked complaints, on-time performance, credentialing compliance, cancellations, re-routes, no shows, and the number of trips provided.

### Quarterly Network Meetings

In addition to our one-on-one meetings with NEMT Providers, we meet with NEMT Providers, senior agencies, sole source Providers, and other members of our network quarterly to discuss the network's collective performance, systemic issues and policy changes; we also conduct trainings based on the needs of the group (i.e. billing). Since transitioning the program in 2018, we have hosted 21 Quarterly Network Meetings throughout West Virginia. We appreciate the value these interactive meetings bring for facilitating ongoing communications critical to developing and maintaining positive working relationships with NEMT Providers. Our relationship building has enabled us to gain insight into stakeholder needs from the Provider perspective, identify emerging program trends, answer questions, train NEMT Providers, share successes and respond quickly to issues or concerns. For instance, we learned that some processes needed to be updated or changed to increase efficiency and accuracy. That meant improvements were needed to increase training for NEMT Providers and our staff. Using the information gleaned from these town-hall-type meetings, we made program adjustments and conducted more training, as necessary.

### Corrective Action Plan

The Provider Relations Manager meets with NEMT Providers that do not maintain high quality scores and those that fail to comply with credentialing standards, per their contracted metrics with LogistiCare, for performance improvement planning. The Manager implements a formal action plan with activities the Provider should follow, goals, and timelines to help Providers resolve performance quality issues. The Manager also discusses consequences for continued under-performance. Corrective action plan actions vary based on the Provider's area of need and can range from driver re-training to vehicle re-inspection. In instances that improvements are not made, the Provider may be removed from LogistiCare's network or assessed liquidated damages.

### Monitoring Plan

A final completed plan will be submitted to the Bureau for approval no later than thirty (30) calendar days before the operations start date. The plan will include written procedures that detail the corrective actions that will be taken when NEMT Providers are out of compliance with federal or state laws or regulations, furnish inappropriate or substandard services, or does not furnish services that should have been furnished. Each observation or other monitoring activity will be recorded in our system and reported to the Bureau along with our monitoring findings, corrective actions taken, and improvements made by the NEMT Provider. Operations will not begin without a BMS-approved NEMT Provider Monitoring Plan.

## F. Member Satisfaction Surveys

*The vendor's Proposal should describe in detail the vendor's approach to, and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plan, if any, for surveying specific populations such as Medicaid Recipients with disabilities, family members of Medicaid Recipients, facilities, and medical providers.*

*Every six (6) months, the vendor should conduct a member satisfaction survey regarding the NEMT Brokerage Program. The purpose of the survey should verify the availability, appropriateness and timeliness of the trips provided and the manner in which the vendor's staff and the NEMT provider's staff interacted with Medicaid Recipients. The initial six (6) month period should be the first six (6) months during which vendor delivers NEMT Services. The format, sampling strategies and questions of the survey should be reviewed and approved by The Bureau prior to use, and The Bureau may specify questions that are to appear in the survey.*

*The survey topics should include, but not be limited to, the following:*

1. Confirmation of a scheduled trip;
2. Driver and vendor staff courtesy;
3. Driver and attendant assistance, when required;
4. Overall driver behavior;
5. Driver safety and operation of the vehicle;
6. Condition, comfort and convenience of the vehicle; and
7. Punctuality of service.

*The survey responses received, and the vendor's analysis of those responses are to be submitted to The Bureau no later than sixty (60) calendar days after the surveys are taken.*

Member and medical provider surveys play a crucial role in measuring stakeholder satisfaction with our program services and overall performance. We leverage the feedback we receive through surveys to adjust our processes to fit the needs of members more accurately. In accordance with the Bureau's requirements, we will conduct member and medical provider surveys bi-annually, in addition to continuing our randomized post-call and post-trip surveys. Our local operations staff will translate survey data into actionable takeaways to help our network and internal team continually improve.

### Bi-Annual Satisfaction Surveys

We will seek the Bureau's approval of our survey format, sampling strategies and questions prior to use. We have provided a sample survey in **Attachment 11**.

The following table illustrates our proposed survey approach for the new contract term.

STAKEHOLDER	MEDICAID MEMBERS, MEMBERS WITH DISABILITIES, FAMILY MEMBERS OF MEDICAID MEMBERS	MEDICAL PROVIDERS
Survey Frequency	<ul style="list-style-type: none"> <li>• Bi-Annually</li> <li>• Post-Call (Random)</li> <li>• Post-Trip (Random)</li> </ul>	<ul style="list-style-type: none"> <li>• Bi-Annually</li> <li>• Post-Call (Random)</li> </ul>

<b>Topics</b>	Survey questions focus on the following: <ul style="list-style-type: none"> <li>• Confirmation of a scheduled trip</li> <li>• Driver and/or CSR courtesy</li> <li>• Driver assistance, when required</li> <li>• Overall driver behavior</li> <li>• Driver safety and operation of the vehicle</li> <li>• Condition, comfort and convenience of the vehicle</li> <li>• Punctuality of service</li> </ul>	Survey questions measure: <ul style="list-style-type: none"> <li>• Professionalism of staff</li> <li>• Timeliness in resolving or returning calls</li> <li>• Ease of trip scheduling</li> <li>• Timeliness of NEMT providers</li> <li>• Member wait times</li> </ul>
<b>Method</b>	Sample sizes to be determined in conjunction with the Bureau.	Sample sizes to be determined in conjunction with the Bureau.
<b>Staff Responsible</b>	<ul style="list-style-type: none"> <li>• Call Center Manager</li> <li>• Quality Assurance Specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Call Center Manager</li> <li>• Quality Assurance Specialist</li> </ul>
<b>Results</b>	Reported to the Bureau within 60 days of completion.	Reported to the Bureau within 60 days of completion.

Following data collection and analysis, thorough and insightful summary reports will be compiled and provided to the Bureau within 60 days. When indicated, LogistiCare will develop corrective action and quality plans to address systemic issues identified through the surveys.

#### Post-Trip and Post-Call Surveys

In addition to our formal bi-annual satisfaction surveys, we will continue to collect feedback through our randomized post-call and post-trip surveys. These surveys provide us with prompt performance and quality feedback, which leads to positive operational changes, service improvements, and enhanced member experiences.

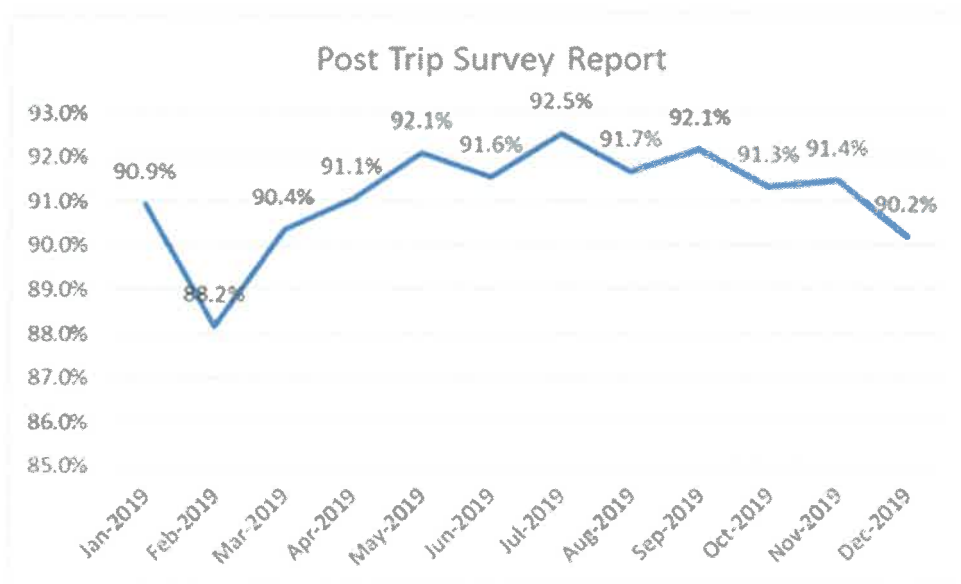


Figure X-5: In 2019, member satisfaction with NEMT transportation averaged 91.3% based on a composite of post-trip surveys.

- ▶ **Post-Trip Surveys:** When a trip completes, members automatically receive a post-trip survey within three days to elicit opinions on their driver, vehicle, and overall satisfaction with the service provided by LogistiCare. Our automated survey system calls the member's home phone number between 9 AM and 8 PM and asks six questions. Most recently, NEMT Providers achieved the following results based on feedback gathered through 12,161 post-trip surveys:

- Member Satisfaction Rate: 91.3%
- On-Time Performance: 99.04%

Members who ride mass transit or receive gas mileage reimbursement are not surveyed. A member can also be added to the Do Not Call list if they do not wish to receive the survey. Members are only surveyed once in a sixty-day period. The Transportation Team uses the feedback to rank NEMT Providers and for development of the Provider Performance Score Card. Results are also used to detect fraud, waste, abuse, and misuse. More information about our post-trip surveys is provided in Section X (E) – Monitoring Plan.

- ▶ **Post Call Surveys:** To measure satisfaction with our call center services, we offer stakeholders the opportunity to participate in a post-call survey immediately following their interaction. By capturing immediate feedback on the member's reservation experience, post-call surveys identify opportunities for improved customer assistance. The graphic below provides a sample of the post-call surveys that we use to gauge the level of service provided by our customer service team.

RESERVATION LINE				
	Question	Response Options	Methodology	Flesch-Kincaid Grade Level
1	<i>Was the last person you spoke with courteous?</i>	Press one for Yes Press two for no	Question one (Q1) is a reaction rating that measures the recipient's perception about the LogistiCare agent. Q1 is also a qualifying question that allows LogistiCare to filter responses based on satisfaction achievement with a follow-up question.	3.7
2	<i>Follow up to question Q1 if the answer Yes: Please leave a brief explanation of what the person did well. Press one if you don't wish to leave a message.</i>	Optional audio message	Q2 targets recipients pleased with the level of service rendered. Voice recordings allow the LogistiCare operation to identify attributes contributing to satisfaction.	2.2
3	<i>Follow up to question to Q1 if the answer is No: Please leave a brief explanation of what the person could have done better. Press one if you don't wish to leave a message.</i>	Optional audio message	Q3 targets recipients whose needs were not met adequately by the Customer Service Representative. Voice recordings allow the LogistiCare operation to identify attributes detracting from the customer experience.	2.7

Figure X-6: Members can rank their call using the keypad or leave a voice message for Post Call Surveys



## XI. Call Center

### A. Facility

*The vendor should assume all costs related to securing and maintaining the NEMT call center facility for the duration of the contract, including but not limited to hardware and software acquisition necessary to maintain Contract requirements throughout the life of the Contract, maintenance, lease hold improvements, utilities, office equipment, supplies, janitorial services, security, storage, transportation and insurance. The vendor's Proposal should include a brief description of the vendor's approach to securing and establishing the call center facility.*

Supporting stakeholders through seamless call center operations is one of LogistiCare's core competencies. In compliance with the requirements set forth in Section XI of the RFP, LogistiCare presently operates a primary call center located at 602 Virginia Street East in Charleston that provides services for West Virginia stakeholders. We plan to

continue using this established location under the new contract. Through this call center, we demonstrate optimal efficiency in providing fast, effective, and courteous service for members who can reach live Customer Service Representatives (CSRs) during the hours of 7:00 a.m. through 6:00 p.m., Eastern Standard Time, Monday through Friday. After hours calls are answered in our 24/7/365 call center in Norton, Virginia. In 2019, our West Virginia CSRs fielded 515,033 reservation calls and 78,168 ride assist calls.

LogistiCare assumes all costs related to securing and maintaining the NEMT call center facility in Charleston, West Virginia for the duration of the contract. We understand that call center facility costs include, but are not limited to, hardware and software acquisition, maintenance, lease hold improvements, utilities, office equipment, supplies, janitorial services, security, storage, transportation and insurance.

#### CALLS MANAGED



In 2019, our CSRs answered 714,484 calls, including more than 515,000 for reservation requests, over 62,400 after-hours calls, and 78,168 ride inquiries.

### B. Telephone Access

*The vendor call center should adhere to the following telephone access specifications:*

- 1. The call center should include, but not be limited to, at least one (1) statewide toll-free telephone number for receipt of requests for NEMT Services and one (1) statewide toll-free telephone number for all Medicaid Recipients to call if their ride is more than fifteen (15) minutes late.*
- 2. The call center toll-free telephone numbers are to be answered by live operators Monday through Friday, 7:00 a.m. to 6:00 p.m. Eastern Time. The State recognizes daylight savings time and the hours of operations for the vendor's call center will make any adjustments for Eastern Standard Time and Eastern Daylight Time. Operation days include all state holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Official State holidays the call center should be in operation include:*

*Martin Luther King Day (Third Monday in January)*

*President's Day (Third Monday in February)*

*West Virginia Day (June 20)*

*Columbus Day (Second Monday in October)*

*Veterans Day (November 11)*

*Lincoln's Day (Fourth Friday in November)*

*half day on Christmas Eve (December 24)*

*half day on New Year's Eve (December 31)*

*Primary or General Election days*

*Other officially declared holidays*

3. *Calls received during days and/or hours that the call center is not open are to receive a voice message, in English, stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, in the case of an emergency.*
4. *The vendor may route calls placed during non-operational hours, as required by The Bureau, to any call center operated by the vendor staff in any location in the continental United States of America.*
  - a. *The vendor will never route calls outside of the continental United States of America*
5. *The vendor should accommodate for callers who are deaf, hard of hearing, blind, and/or speech disabled in compliance with current state and federal regulations.*
6. *The vendor will make translation services available for callers that speak a language other than English or that may not fully have English comprehension.*
7. *The vendor should release and transfer the toll-free telephone number(s) to The Bureau or a successor vendor upon termination of contract.*

As a known and trusted partner to the state, LogistiCare has appropriate call center technology in place and experienced staff — already familiar with the program and the Bureau's requirements — positioned to continue delivering quality services in West Virginia. We describe our telephone access capabilities below:

### Toll-free Telephone Accessibility

We currently exceed the requirement for telephone accessibility by providing direct, toll-free telephone numbers for all stakeholders as illustrated in the following table.

Toll-Free Line	Purpose
Reservation Line	Reserved for members to make reservation requests; place follow-up calls regarding trip reservations, cancellations, inquiries, and changes; confirm that a reservation has been made; and to report transportation complaints.
Ride Assistance Line	Used by members to learn the status of transportation, and may be used for reporting a transportation complaint. This line is available 24 hours a day to support members and medical providers with inquiries about an existing trip. Riders can call this line when a driver is late (more than 15 minutes behind schedule), request a will-call trip, or submit other transportation-related inquiries. Through the separate ride assist queue, CSRs trained to respond can provide prompt service and arrange alternative transportation, as necessary.
Facility Line	Reserved to receive calls from health care facilities, staffed by trained personnel who specialize in the management of standing order trips.
NEMT Provider Line	Dedicated to NEMT Provider communication.
Administrative Line	Reserved for Bureau personnel or other program stakeholders to address administrative issues and/or questions with LogistiCare management staff.

### Live Customer Assistance

Our primary call center, located in Charleston, West Virginia answers calls during the hours of 7:00 a.m. through 6:00 p.m., Eastern Standard Time, Monday through Friday, including State holidays except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### After Hours Customer Assistance

Calls received after regular business hours are transferred to our 24/7/365 operations center in Norton, Virginia. By seamlessly transitioning after-hours calls, members can speak with a live CSR for their urgent reservation, hospital discharge, or ride assistance requests at any time.

### Call Routing and Emergency Calls

As referenced above, calls received after regular business hours are seamlessly routed to our Norton, Virginia call center, which is available 24 hours a day, seven days a week. CSRs in the after-hours call center have access to the same technology and member information, confirming LogistiCare's continued compliance with the Bureau's standards and appropriate gatekeeping for every call. Calls will never be routed outside of the continental United States of America.

While we are not responsible for 911 calls, our call center staff receives training to warm-transfer emergency calls, or refer such calls, to the appropriate emergency number in the case of an emergency.

### Assistance for Callers who are Hard of Hearing, Blind, and Speech Disabled

To make sure that our CSRs are prepared to assist all callers, they undergo rigorous training that includes sensitivity education, overcoming communication barriers, and more. Our online Learning Management System (LMS) facilitates multiple disability awareness courses. These include, but are not limited to, the Americans with Disabilities Act and sensitivity modules that teach effective ways to demonstrate care and inclusion toward individuals who have disabilities.

LogistiCare is sensitive to member communication needs and we employ several methods to overcome communication barriers. Callers with hearing or speech impairments can contact LogistiCare through a TTY/TDD-enabled toll-free line, which also accepts Telecommunications Relay Service (TRS) calls. Members of our call center staff are specially trained to process calls for individuals in need of teletype (TTY) and telecommunication devices for the deaf (TDD) services by using the Federal Communications Commission's Telecommunications Relay Service (TRS). Relay service communications assistants help to make reservations, answer questions, assist with complaints, and remain on the line to relay messages either verbally or electronically over a TTY/TDD to LogistiCare's CSRs.

Our CSRs can read materials aloud to callers with vision impairments. As requested, and at no cost to members who have disabilities, we can provide alternative formats of communications. Our written materials and website provide instructions for requesting alternate formats and assistance.

Members, or representatives acting on behalf of members, can communicate with LogistiCare via email, and can schedule trips online via the secure portal or through the mobile application.

### Translation Services

To accommodate Medicaid members that speak languages other than English or to assist those with limited English comprehension, we partner with a third party translation vendor, Voiance. Voiance's certified translators are available 24 hours a day and offer assistance in more than 200 languages. West Virginia's CSRs receive training to obtain translation services through Voiance.

In addition, we make continuous efforts to recruit quality and experienced bilingual call center employees so that we are prepared to serve and communicate with diverse populations.

### Release of Toll-free Telephone Number

If the contract between LogistiCare and the Bureau should terminate, the established toll-free telephone number(s) will be released and transferred to the Bureau or a successor vendor.

## C. Language Requirements

*Oral contact between the vendor and a member should be in a language the member understands. The vendor should employ English-speaking call center staff. If the member's language is one other than English, the vendor should offer and, if accepted by the member, supply and bear the cost of interpretive services. If a member requests interpretive services by a family member or acquaintance, the vendor should not allow such services by anyone under the age of 18.*

As described earlier in Section XI (B.6), LogistiCare employs multiple methods to overcome communication barriers and provide understandable communication between CSRs and callers. To assist callers who speak a language other than English, or callers with limited English proficiency, we attempt to recruit quality and experienced bilingual call center employees. Members sometimes feel most comfortable when a family member or acquaintance translates. While we will respect their request, we will first verify the translator is over the age of 18, per the requirements of this RFP.

LogistiCare provides free oral translation assistance through Voiance Over-the-Phone Interpretation (OPI) services. Voiance provides our call centers with access to certified translators who can provide assistance in over 200 languages, while adhering to HIPAA standards for service and confidentiality. Callers in need of interpretation services are quickly connected, on an average of 10-20 seconds, to an experienced translator who listens to the caller, analyzes the message, and accurately conveys the meaning to a LogistiCare CSR, who remains on the line with the caller and translator for the duration of the call. LogistiCare CSRs work with Voiance interpreters to communicate with the caller and to provide information that is clear, accurate, and, most importantly, understood by the caller. Voiance interpreters are held to the highest standards, which include maintaining caller confidentiality, enabling accurate and complete translations, remaining impartial and unbiased, interpreting for only the language(s) that they are authorized to interpret, and providing excellent customer service.

## D. Customer Care

*The vendor should ensure that its call center staff treats each caller with dignity and respects the caller's right to privacy and confidentiality. The vendor should process all incoming telephone inquiries regarding NEMT Services in a timely, responsive and courteous manner. Telephone staff are to greet callers and should identify the vendor and themselves by name when answering.*

*The vendor should monitor at least two (2) "live" calls for each call center staff member on a monthly basis by listening to the conversation as it occurs. Calls should be recorded (Section XI.H.6) and reviewed with the staff member. The vendor should use this monitoring to identify problems, issues, for quality control and/or training purposes. The vendor should document and retain results of this monitoring and subsequent training and report results to The Bureau as defined in Appendix 3 (Reporting Requirements).*

*The vendor's Proposal should provide a plan for customer service monitoring, including the following: the process to be used to monitor phone conversations of the customer service representatives (CSRs); to evaluate the quality and appropriateness of the services provided to callers; and the evaluation scoring process used to score CSR's performance.*

Our CSRs serve as the voice of "care" in LogistiCare. We currently operate 18 URAC-accredited call centers that are geographically dispersed across the country. They all use the same technology and have access to the same data, which offers assurance that members will have access to live agents at all times, including times of disaster. Collectively, our CSRs answered 26 million calls and scheduled more than 61 million trips in 2019.



As an experienced NEMT broker and incumbent in West Virginia, LogistiCare already has the call center staff in place who are familiar with the Bureau's requirements, and are positioned to continue delivering customer care to West Virginia Medicaid members. Members can expect their telephone inquiries to be handled in a timely, responsive, and courteous manner, as describe below.

**Timeliness.** To assist members in West Virginia effectively, our objective is to make sure they can easily reach a CSR by phone. Through experience and practice, our call center management team monitors all performance standards set by the Bureau. We will continue monitoring to meet the standards under the new contract and to deliver high quality services to West Virginia's Medicaid members.

We deliver timely processing of all calls through appropriate staffing. To help us balance our operational efficiency and safeguard that we have appropriate coverage at all times — particularly during peak caller periods — we use a Workforce Management tool. The software uses predictive modeling, based on historical and real-time data from LogistiCare's Avaya ACD system, to predict future call volume and determine the number of staff needed to respond efficiently to member inquiries, and meet call center performance standards and expectations.

**Responsiveness.** CSRs are expected to assist each member with dignity and respect, while complying with the member's right to privacy and confidentiality. They are trained and required to greet callers appropriately by identifying LogistiCare and providing their name. We recruit reliable staff for our call centers who understand and appreciate the unique needs of each individual member, with a passion for service and care. Further, every member of our staff participates in extensive customer service training which focuses on responding to callers with professionalism and sensitivity.

**Courteousness.** We provide straightforward, one-stop call center experiences for West Virginia members. Our staff is experienced and well trained, and our call centers apply innovative technologies that allows CSRs to rapidly access information and provide members with fast, accurate responses.

### Customer Service Representative Training

Once hired, our CSRs undergo a rigorous training program that includes multiple levels of monitoring/coaching in preparation to deliver quality services while adhering to policies and procedures. The training curriculum encompasses classroom programs, online courses, role play/job shadowing, feedback, and continuing access to job aides. We prepare CSRs to accept calls through initial training programs, and then extend their knowledge through ongoing training, refresher courses, and corrective action training as needed.

Following new hire orientation, which covers operations and learning about LogistiCare, our trainers begin the four-week CSR training program. This program educates CSRs on subjects including, but not limited to, the following:



ACCREDITED

CORE

Expires 05/01/2020

To read in its entirety:  
URAC Press Release

<https://www.pnnewswire.com/news-releases/logisticare-earns-nations-most-comprehensive-urac-accreditation-for-medical-transportation-healthcare-organizations-300461060.html>

URAC President and CEO Kylanne Green: "By applying for and achieving Core accreditation, LogistiCare has demonstrated a commitment to quality healthcare. Quality health care is crucial to our nation's welfare and it is important to have organizations that are willing to measure themselves against national standards."



- Policies and procedures
- Cultural sensitivity
- Telephone system
- Handling difficult callers
- On-screen resources
- Assisting callers with low English proficiency
- Compliance and ethics
- Customer service skills
- Emergency situations
- Dispute resolution
- Performance standards
- Maintaining a courteous attitude
- HIPAA and PHI
- Technology platform
- Contacting 911
- Job aids
- Assisting callers who have hearing or speech impairments

Our call center staff receives extensive training with regard to caller privacy and confidentiality. All LogistiCare employees receive training based upon their particular job role and must successfully complete required policy and procedural training courses. These include a class on the Health Insurance Portability and Accountability Act (HIPAA) that informs staff how to respect members' rights to privacy and the protocols for handling protected health information (PHI) to reinforce confidentiality. CSRs receive refresher training annually about pertinent CMS and HIPAA regulations and program changes.

Classroom training is followed by an assessment, which must be passed prior to moving to the next training level — the "Nesting Pod." This is a unique feature of our training process where new CSRs transition from classroom training to the "Nesting Pod," which is literally a customer service incubator that allows trainees to handle basic calls under the watchful eye of a trainer. Associates remain in the pod for two weeks of on-the-job learning to help them build skills and confidence. This approach prepares CSRs to deliver excellent service, and has resulted in increased job satisfaction and decreased employee turnover.

To further encourage CSR development, we offer ongoing training throughout their employment and access to the LogistiCare Online Learning Management System (and LogistiCare University). Within this resource, staff complete annual compliance (HIPAA) modules and refresher trainings that focus on program policies, customer service expectations, internal processes, and program changes/updates. We integrate job aids and resources into our systems that CSRs can easily access, including eligibility determination, NEMT Provider data, and program policies and procedures.



*Figure XI-1: Our primary call center in Charleston, West Virginia is shown in the photo above.*

### Customer Service Representative Monitoring

LogistiCare instills quality standards into every program's operation and implements internal monitoring and evaluations to confirm ongoing service delivery improvements. Our call monitoring and auditing capabilities enhance the quality of the services we provide through our West Virginia call center, promote excellence in delivery, and verify compliance with customer care guidelines. In addition, call monitoring confirms that CSRs are receiving the ongoing training they need. Monitoring enables us to verify that all staff treat callers with dignity, respect callers' rights to privacy and confidentiality, and relay emergency requests to 911 or appropriate local emergency (ambulance) service.

We monitor at least two live calls for each CSR on a monthly basis — listening to the caller interaction as it occurs. Calls are recorded in compliance with RFP Section XI.H.6 and reviewed with the staff member. When monitoring a call, call center leaders use an evaluation checklist. The following table lists key responsibilities used as the basis for CSR evaluations and scoring.

KEY RESPONSIBILITY	DESCRIPTION
Greeting/Introduction	Answer each call with the appropriate greeting and introduction, and identify and document the caller's name. If an individual is calling on behalf of a member, the CSR must identify and document the member's name and caller's relationship to the member.
Customer Service	Address the caller by name throughout the call and maintain a professional demeanor while offering options and resolving the caller's service questions.
Member Information	Document member information while following all LogistiCare and HIPAA standards and guidelines, and confirm the member's eligibility for the service.
Location and Destination	Document pick-up and drop-off information.
Protocol Compliance	Follow appropriate Bureau-approved procedures in entering all trip information, including those requiring public transit, mileage reimbursement, or negotiated rates. Record all pertinent comments and communicate special requests and needs to the appropriate NEMT Provider.
NEMT Provider Assignment	Upon trip assignment, confirm the provider has information necessary to complete the trip.
Call Closure	Review call and trip details with the caller to confirm accuracy and understanding, provide a complaint ID if the caller wishes to make a complaint, and offer additional assistance.

In addition to the key responsibilities listed above, CSRs are scored on their verbal skills, interactions with members, and accuracy in providing appropriate information. Overall compliance with procedures is measured by averaging CSR scores and producing a monthly score card report.

Following an evaluation, we conduct a formal review that includes listening to the call with the CSR to go over areas of success and improvement, discussing evaluation scores, and gathering feedback from the CSR.

The following checklist is an example of our evaluation scorecard.

Question	Possible Score	Notes
<b>Section: PROPER OPENING STATEMENT Weight (%): 100.00</b>		
1.1 Identified company name, your name, offered assistance.	5.00	
1.2 Positive reinforcement response	2.00	
<b>Section: SEEK/VERIFY INFORMATION Weight (%): 100.00</b>		
2.1 Obtained/verified recipients Name and DOB	4.00	
2.2 Reviewed trip and/or Rider Notes.	4.00	
2.3 Stated the Day, Month and Date of the trip at least twice on the call.	2.00	
2.4 Asked the correct level of service question	4.00	
2.5 Verify callers name, relationship and phone number.	3.00	
2.6 Asked for member's complete address and phone number.	4.00	
2.7 Asked for the complete drop off address and phone number.	4.00	
2.8 Asked Nature of the Appointment	3.00	
<b>Section: CUST SVC SKILLS- RAPPORT W/ CUST Weight (%): 100.00</b>		
3.1 Used correct grammar/avoided technical jargon/slang.	2.00	
3.2 Expressed empathy/concern.	2.00	
3.3 Used effective rate of speech.	2.00	
3.4 Used appropriate tone volume.	2.00	
3.5 Listened carefully.	3.00	
<b>Section: TELEPHONE ETIQUETTE Weight (%): 100.00</b>		
4.1 Used the HOLD button appropriately.	3.00	
4.2 Addressed caller by their name (at least twice).	2.00	
4.3 Avoided long periods of silence (15 seconds MAX.).	2.00	
4.4 Exhibited professionalism throughout the call.	4.00	
<b>Section: TECHNICAL SKILLS Weight (%): 100.00</b>		
5.1 Accurately entered reservation information in system.	4.00	
5.2 Assigned correct date & time of the appointment.	3.00	
5.3 Used the Facility Rolodex	3.00	
5.4 Updated TP & DIR comments	2.00	
5.5 Entered the correct LOS	3.00	
5.6 Verify escort/attendant (Minor or Adult).	2.00	
5.7 Documented trip notes and/or rider notes.	3.00	
5.8 Knowledge of LGTC policies and procedures.	4.00	

5.9 Informed the caller of our GRP & 24hr cancellation notice.	4.00	
Section: CALL CONCLUSION Weight (%): 100.00		
6.1 Summarized call/action taken.	5.00	
6.2 Offered additional assistance	3.00	
6.3 Handled call effectively	2.00	
6.4 CSR use the proper closing	5.00	

If the CSR's score falls below 90 percent, the supervisor provides feedback through coaching opportunities designed to help the CSR improve their skills. These interactions are called "Side by Sides" and usually result in immediate improvement. If performance issues remain, the Call Center Manager, supervisors, leads, and job coaches work with the CSR to improve performance issues and to determine whether the issues result from gaps in skills or knowledge. When improvement opportunities are identified, our Call Center Trainer creates educational, developmental, and performance improvement plans to enhance future performance. At LogistiCare, we hold our CSRs to high standards and initiate continuous performance improvements, enabling our operations team to consistently meet call center performance metrics.

CSR performance monitoring, follow up meetings, and any subsequent training are documented and retained. We report monitoring results to the Bureau as defined in Appendix 3.

## E. Automatic Call Distribution System

*The vendor should operate an automatic call distribution (ACD) system. Callers should be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded. The ACD and reporting system should be able to record and aggregate the following information and should be able to produce the reports listed below daily, weekly, or monthly, as well as on an ad hoc basis.*

- 1. The number of incoming calls.*
- 2. The number of calls answered.*
- 3. The average time for a call to be answered by a live operator.*
- 4. The number of abandoned calls during the wait in queue for interaction with call center staff.*
- 5. The average abandonment time.*
- 6. The highest call abandonment call time (to the nearest 15-minute increment).*
- 7. The average talk time.*
- 8. The identity of the call center staff member taking the call and authorizing the request.*
- 9. The daily percentage of abandoned calls and calls answered by a live operator.*
- 10. The number of available operators by time of day and day of the week, in hourly increments.*
- 11. The number of complaint calls.*
- 12. Reason for complaint.*
- 13. Identification of supervisor who addressed the complaint.*

LogistiCare operates an ACD system in all of our call centers that works in conjunction with the Avaya Communication Manager (CM) and our call recording tool to track and record all calls. When callers are connected, they are immediately notified that we record all calls (excluding those received on the Administrative line) for quality assurance purposes. Each call captured is compressed and electronically stored



using AES-128-CBC encryption. Additionally, all call-traffic data, including the number of incoming calls, calls answered, and talk and hold times are tracked and aggregated into daily, weekly, and monthly data sets. This call data is first reviewed for accuracy and compiled into an approved reporting format for submission to the Bureau. Additionally, through our business intelligence tool, the Bureau can use any web-enabled mobile device or computer to conveniently retrieve call or complaint data and use it to create data-based graphics, ad hoc reports, or presentations.

A full description of our telecommunications system and the technology that allows us to segment caller lines and track information related to all incoming calls appears below.

LOGISTICARE'S ACD/TELECOMMUNICATIONS SYSTEM	
Hardware	We use Avaya's Communication Manager Release 16, Avaya's ACMS Release 17, workforce management software, and call reporting and call recording tools to manage call taking and staffing. All of these work in unison with our transportation system to maximize efficiency with tracking and reporting.
Telephone Systems	Avaya Communication Manager telephone and automatic call distribution (ACD) systems are used in all of our operations centers, allowing them to extend services and support each other in real time, and to offer reliable call recording and call tracking. The system enables business continuity and recovery during times of disaster.
Geo-redundant Cores within Hardened Data Centers	We have two geographically diverse and redundant system core locations within hardened data centers, known as "carrier hotels" or carrier co-location "co-lo" centers. These centers provide the highest levels of physical security, power, and cooling, along with direct peering to multiple voice and data carriers. The core locations house our telecom systems to provide maximum resiliency.
Redundant Connectivity	The connectivity layer of our systems is a multiprotocol label switching (MPLS) data network capable of prioritizing various types of voice, video, and data network traffic. We employ separate and redundant MPLS networks from two different carriers to provide enhanced network survivability for all operations center locations.
Avaya Communications Manager	The Avaya Communication Manager (CM) telephone system with Avaya Call Center Elite ACD and Business Advocate software uses Avaya High Availability virtual servers on a VMware/EMC hardware platform. The CM system uses duplicated media servers running the Linux operating system, which provides CM processing functionality that supports tens of thousands of simultaneous calls and CSRs. The CM also supports software for voice messaging, fax messaging, auto attendant, and other applications. The Avaya Expert Agent Selection (EAS) and Business Advocate systems provide an advanced call distribution and queuing system. The Avaya ACD processes multiple incoming telephone calls simultaneously, evenly distributing the calls to live operators based on CSR skill and proficiency levels. Avaya Business Advocate predicts the wait time for each inbound call and after selecting the best available resource for the call, delivers it within the targeted service level objectives.
Avaya Telephone Sets	All LogistiCare operations centers use TDM-based Avaya 64D+M series telephones for reliability and segregation from the data network. CSRs use high-quality noise canceling, dual ear headsets for clarity to provide a better experience for callers. When CSRs answer calls, they not only see the name of the queue they are answering ("Reservations Spanish"), but they also hear a voiceover announcement (VOA) that gives the queue name. This routing confirms that the call is received and answered by the appropriate CSR.



Centralized Advanced Telecom Systems (CATS)	CATS centralizes program dedicated, toll-free lines for members, facilities, NEMT Providers, and our Ride Assist (trip recovery) line. It intelligently routes calls to decrease hold times, allows set up of satisfaction surveys upon call conclusion, and enhances disaster recovery in the event of a local outage through a secure and geographically redundant private cloud architecture.
Interactive Voice Response (IVR)	The IVR system is a customizable call distribution tool that improves efficiency. The system collects data and routes callers to the appropriate queue.
Call Recording Tool	Our call recording tool is used to notify callers that LogistiCare records all calls for quality assurance purposes and integrates with our telecommunications system for real time monitoring and call recording. The software stores and encrypts all calls received on our toll free lines, excluding calls received through the administrative line. We categorize all recorded calls and store with metadata for quick searching by employee name, call time, etc. We can easily retrieve calls upon request by the Bureau.

In compliance with the Bureau's requirements, our ACD and reporting system can record and aggregate information to produce the reports listed below daily, weekly, or monthly, and on an ad hoc basis.

- The number of incoming calls.
- The number of calls answered.
- The average time for a call to be answered by a live operator.
- The number of abandoned calls during the wait in queue for interaction with call center staff.
- The average abandonment time.
- The highest call abandonment call time.
- The average talk time.
- The identity of the call center staff member taking the call and authorizing the request.
- The daily percentage of abandoned calls and calls answered by a live operator.
- The number of available operators by time of day and day of the week, in hourly increments.
- The number of complaint calls.
- Reason for complaint.
- Identification of supervisor who addressed the complaint.

## F. Data Analysis

*The vendor should analyze data collected from its phone system monthly as necessary to: perform quality assurance and quality improvement; fulfill the reporting and monitoring requirements of the vendor; and ensure adequate staffing. Upon the Bureau's request, the vendor should document compliance in these areas.*

LogistiCare will analyze data collected from the phone system monthly to perform quality assurance and quality improvement; fulfill the reporting and monitoring requirements; and, ensure adequate staffing. Compliance in these areas will be documented and submitted to the Bureau upon request.

## G. Multiple Queues

*The vendor should route incoming calls to multiple areas of operation, including non-English speaking member queue and provider queues. The vendor should obtain The Bureau approval prior to implementing any queue not specified in the Contract.*

Our ACD system and IVR feature work together to route callers to the right queue and the right CSR. Through our experience, we know that the IVR:

- Minimizes call times;
- Reduces hold times;
- Personalizes the member experience; and
- Provides an additional mechanism to confirm each call is routed to the proper queue and is answered by staff who are trained to handle the call-type.

Our IVR enables callers to respond to prompts via their telephone keypad. With more than 1,000 prompts available, we will continue working collaboratively with the Bureau to tailor the IVR prompts to the specific needs of West Virginia's NEMT program.

Examples of questions and instructions include the following:

- What is your language?
- Please enter your member ID.
- For your security, please enter your trip ID.
- Are you calling about a ride scheduled for...?
- Would you like to hear information about your trip?
- Would you like to confirm or cancel your trip?
- Do you have a reservation that you would like to cancel?
- Would you like to file a complaint?

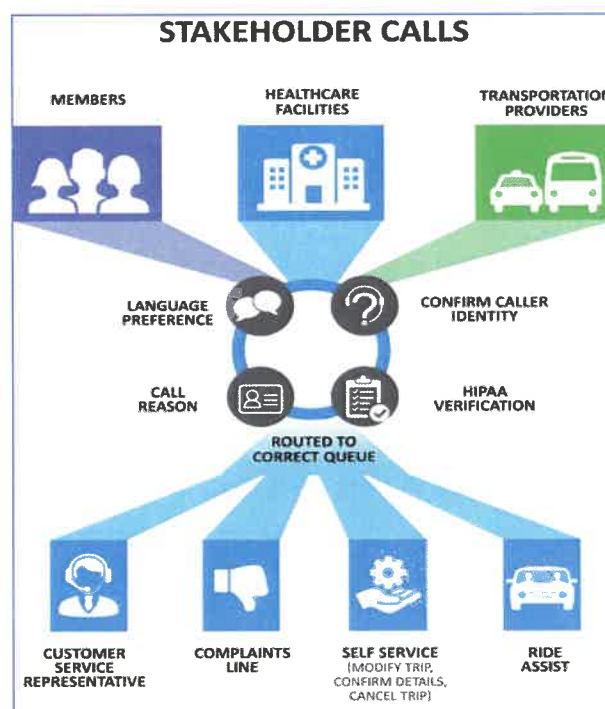


Figure XI-3: The graphic above represents how stakeholder calls are accepted in our West Virginia call center.

Besides using the IVR to collect and manage data, we also program it to provide educational messaging and to facilitate automated surveys. As a standard IVR service, we program the system to advise callers with emergency medical issues to immediately hang up and call 911 for assistance.

LogistiCare will obtain approval from the Bureau prior to implementing any queue not specified in the contract.

## H. Sufficient Resources

*The vendor should maintain sufficient equipment and call center staff to ensure that, on a monthly basis:*

1. *The ACD system is programmed to answer all calls within three (3) rings.*
2. *The average queue time after the initial automatic voice response is five (5) minutes or less.*
3. *The average abandonment rate is no more than five percent (5%).*
4. *All criteria stated in Appendix 1, Section XI(E) are captured or met.*

5. *Sufficient qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service is available for callers who speak other languages;*
6. *The vendor should record all incoming calls for quality control, program integrity and training purposes. The vendor should provide prior notification to the caller that the conversations are being recorded. Vendor should maintain the recordings for up to twelve (12) months, at the direction of The Bureau.*
7. *In the event of a power failure or outage, the vendor should have a battery back-up system capable of operating the telephone system for at least of eight (8) hours at full capacity, with no interruption of data collection as identified in the Contract or the vendor may route calls to a redundant call center as a back-up resource. The vendor should notify The Bureau immediately when its phone system is on battery power, routed to a redundant call center or is inoperative. Vendor should have a manual back-up procedure to allow it to continue to take requests if its computer system is down.*
8. *The ACD system logs should be maintained daily, tallied and sent to The Bureau on a monthly basis by the 15<sup>th</sup> day of the month following the report month, in a reporting format approved by The Bureau. The vendor should also maintain daily logs on the call center to comply with the reporting requirements of the Contract.'*
9. *In the event where the call center is closed or inaccessible, the vendor will detail in the contract the procedure for re-routing calls, taking requests, and/or other actions to be taken to accommodate Medicaid recipients*

*The vendor's Proposal should include a detailed description of the proposed ACD system and its capabilities and capacities. The vendor should describe how the ACD should meet the specifications of this section (Section XI), and include a sequence of questions and criteria that the call center representatives are to use to determine the member's eligibility, the appropriate mode of transportation, the purpose of the trip and all other pertinent information relating to the trip. All scripts are to be approved by The Bureau prior to use by the vendor.*

Including our fully equipped, well-staffed call center located in Charleston, West Virginia, LogistiCare operates 18 URAC-accredited call centers located across the country. All locations use the same technology and have access to the same data, which provides reassurance to the Bureau that members can speak to live CSRs at all times, including emergency or disaster situations. Through our workforce management tool, described earlier in Section XI (D. Customer Care) and below (5. Sufficient Qualified Staff), we will maintain sufficient staffing levels needed to handle West Virginia's call volume.

We are well prepared with sufficient resources to continue delivery of quality services for the West Virginia NEMT Program.

## Meeting Performance Standards

LogistiCare acknowledges and agrees to the State's performance standards defined in the RFP. With our people, processes, and technology, we are confident in our ability to continue meeting or exceeding the Bureau's required expectations. Our staffing will include adequate coverage by trained CSRs able to comply with the Bureau's requirements for call quality and timeliness, including:

- ACD system programmed to answer all calls within three (3) rings.
- Average queue time after the initial automatic voice response is five (5) minutes or less.
- Average abandonment rate is no more than five percent (5%).

The following table illustrates our abilities to exceed these requirements:

PERFORMANCE STANDARDS MEASURED IN WEST VIRGINIA		
Performance Standard	Performance Requirement	LogistiCare's 2019 Performance
Average Speed to Answer	100 percent answered within 30 seconds	100%
Average Queue Time After IVR Answer	≤5 minutes	1.33 minutes
Average Abandonment Rate	≤5 percent	3.29 percent

## Capturing and Reporting Performance Standards

For capturing and reporting our adherence to performance standard metrics, all call-traffic data, including the number of incoming calls, calls answered, and talk and hold times are tracked and aggregated through our ACD into daily, weekly, and monthly data sets. Our ACD capabilities are more fully described earlier in Section XI. (E). This call data is first reviewed for accuracy and compiled into an approved reporting format for submission to the Bureau.

## Sufficient Qualified Staff

Our operations and call center personnel confirm there are sufficient qualified staff available on-site to communicate with callers who speak English through our Workforce Management tool. The software uses predictive modeling, based on historical and real-time data from LogistiCare's Avaya ACD system, to predict future call volume and determine the number of staff needed to respond efficiently to member inquiries, and meet call center performance standards and expectations.

All of LogistiCare's call centers partner with a third party translation vendor, Voiance, to communicate with callers who speak other languages. Voiance's certified translators are available 24 hours a day and offer assistance in more than 200 languages. West Virginia's CSRs receive training to obtain translation services through Voiance.

## Recording All Incoming Calls

LogistiCare uses a call recording tool to capture, store, archive, and retrieve all calls (100 percent incoming and outgoing), except administrative calls. This resource meets the applicable security, regulatory, and HIPAA guidelines for the recording and storage of NEMT-related calls and allows call center management to access and securely submit specific calls to the Bureau, upon request. The system notifies callers that all calls are recorded and monitored for quality and training purposes.

We provide the Bureau with access to recorded and aggregate operations center data/traffic through our ACD and call reporting system. All calls will be available within the required timeframe and will be stored for up to 12 months, per RFP requirements. At the Bureau's request, LogistiCare will immediately provide requested recordings electronically via a secure file transfer protocol.

In addition, we will provide a dedicated workspace in our call center for the Bureau's representatives to visit at any time and conduct monitoring activities or meet with call center leaders.

## Telephone System Battery Back-Up

Although a battery back-up system is in place to support operations at our Charleston call center in the case of a power failure, we have designed our systems to rollover to one of our other operations centers with no data loss or downtime to allow continuity of service for members. This includes the Norton, Virginia call center that we currently employ for after-hours calls for the West Virginia program. The Norton, Virginia call center is 24/7 facility with a back-up generator. The generator enables the operations center to remain online even if the region experiences a power outage. Subsequently, when an emergency occurs, we are prepared to consistently apply contract requirements and continue, or backup all services.

In the event that our West Virginia call center is without power, closed, or inaccessible, our telephone system will automatically transfer callers to a non-impacted center to prevent interruptions in service and data collection. CSRs in the servicing area will have access to current member data and will follow the same gatekeeping and reservation process as our Charleston call center. If our phone systems are on a back-up system, inoperative, or routed to a redundant center, we will notify the Bureau immediately according to the approved Disaster Recovery Plan.

We will follow an established manual process, if needed, to continue reservation intake during an outage. This process is outlined below:

- All work stations will have blank paper copies of the reservation intake process
  - CSRs are trained to ask the caller with whom the member normally rides.
  - CSRs document their name and time of call on the paper copy.
- If the outage is during normal business hours, the transportation department is alerted immediately
  - If the outage is after-hours, the call center resumes all responsibility to include intake of reservations, in addition to routing/assigning the reservation to an NEMT Provider.
- Call center Supervisors/Leads walk the floor to confirm all paper copies are retrieved.
- CSRs are trained to notify a Call Center Supervisor/Lead immediately when an urgent trip request is made.
  - All urgent trip requests are immediately faxed to the transportation department for routing purposes.
  - A Supervisor/Lead calls the transportation manager to confirm the receipt of fax.
- Cross-trained CSRs are pulled to resume the responsibility of manually routing trips throughout the state.
- Supervisors/Leads sort the paper copies of trips manually — by date of service, by treatment type.
  - The name of the assigned NEMT Provider is documented on the paper copy. This allows the employees to enter the assigned NEMT Provider when the transportation platform is operational.



- When the transportation platform is back in operation, a designated team enters all urgent trip requests and alerts the transportation department the trips have been entered.
  - The transportation department's designated team enters the NEMT Provider who accepted the urgent trip request and issues a Trip ID for billing purposes.
- A designated team enters the remaining trip requests (confirming eligibility).
  - Trip requests are entered by date order.
  - If an eligibility issues occurs and the member is not eligible for transportation services, the assigned designee contacts the caller/member and notifies them of the situation.
  - Trip notes are entered with the name of the CSR who took the reservation and the time of call.
- Supervisors confirm entry of all trip requests.
- Once all trip requests have been confirmed as being entered in the transportation platform, the paper copies are shredded.

### ACD System Log Reporting

The Avaya ACD system allows us to collect and aggregate call data, daily, for the monthly reporting that we currently provide to the Bureau. We will continue our existing process as follows: each month, on or before the 15th day following the report month, we will tally and submit an ACD system log to the Bureau in the approved reporting format. The daily logs will be maintained on the call center to comply with the reporting requirements of the new contract.

### Re-routing Calls Due to Call Center Closure or Inaccessibility

LogistiCare will detail the procedure for re-routing calls, taking requests, and/or other actions to be taken to accommodate Medicaid Recipients within the contract. A detailed description of our proposed ACD system and its capabilities and capacities is provided earlier in Section XI (E). Below, we describe our IVR, which works with the ACD to meet the specifications of Section XI.

### ACD System Capabilities and Capacities

Please refer to Section XI (E) for a comprehensive description of our ACD system, and its capabilities and capacities. The ACD system used in all of our call centers tracks and records all calls, working in conjunction with the Avaya Communication Manager (CM) and our call recording tool. We track all call-traffic data, including the number of incoming calls, calls answered, and talk and hold times and aggregate the information into daily, weekly, and monthly data sets for reporting purposes.

For a detailed description of our IVR, which works with the ACD to meet the specifications of Section XI, please refer to Section XI (G). The IVR can be used to collect and manage data, send automated surveys and messages, and provide automated trip reminders. The system collects data and routes callers to the appropriate queue or allows callers to perform trip modifications, cancellations, or confirmations on their own. Since implementing the system in our operations centers, we have increased the number of members who use the IVR's capabilities for self-services, resulting in average call time decreases.

The screening processes we use for all NEMT requests are thoroughly described in Section I (A).

LogistiCare's CSRs are trained to ask a number of questions that help to determine the type of care an individual may need during their transport; whether a personal vehicle is accessible or public transportation is feasible; and if any special equipment (e.g., wheelchair) is needed. CSRs are guided by on-screen prompts that direct the conversation and confirm all information is captured for automatic evaluation. All scripts are approved by the Bureau prior to use.

Medical practitioners or members making web-based reservations online must respond to the same questions, including the following:

- Availability of a vehicle;
- Mobility limitations;
- Distance and accessibility to public transit;
- Age, condition(s), and/or treatments that will impact the use of public transit;
- Requirements for wheelchair;
- Special care needs, such as attendants or assistance, that require coordination with another party (especially for minors, elderly, disabled, or frail enrollees); and
- Preferred NEMT Providers.

The latest Bureau-approved call script appears on the following pages.

**Pick-Up Information**

"What is the pick-up address?" <Review information with Member>

"Is there a building name or apartment number?" <Review information with caller>

"For this reservation, is the telephone number the same as you provided earlier?"

If "No": "What is the telephone number beginning with the area code?" <Recap>

**Drop-Off Information**

"What is the name of the facility where you/or the Member will be going?" <Review information with caller>

If not in the Facility Rolodex: "What is the physical street address, please?" <Review information with caller>

"Is there a building name or suite number?" <Review information with caller>

"May I have the telephone number and the name of the doctor, please?" <Review information with caller>

**Trip Details**

"What time is the appointment?" <Review information with Member>

"The pickup time is scheduled for <pick-up time>. Please be ready for pickup fifteen minutes before or after this time.

If LCAD prompts that the Member lives near the bus line and the Member is Mass Transit Eligible, say the following:

"Would you/the Member be willing to take the bus?"

If "Yes" and we have a 5 day notice:

"The tickets/passes/transfers for the trip will be mailed."

If "No": Continue with call script.

**Offer Mileage Reimbursement:**

"Can you drive yourself or do you have anyone to take you for Mileage Reimbursement?"

If "No": Continue with call script.

If "Yes": "I will need the name, phone number and address of the person transporting you."

"The Mileage Reimbursement log will need to be completed and signed by your physician and is available at [www.member.logisticare.com](http://www.member.logisticare.com). If you prefer we can send to you by email, mail or fax. How would you like to receive the form?"

"What is the reason for the appointment?" (Specific)

"Is anyone traveling with you/the Member?"

If "Yes", ask the caller if this is a child and if so, instruct them that per WV law, car seats are required for children ages 8 years and under or under 4'9" and that this is the Member's responsibility.



## West Virginia Medicaid Call Script

## Pick-Up Information

"What is the pick-up address?" <Review information with Member>

"Is there a building name or apartment number?" <Review information with caller>

"For this reservation, is the telephone number the same as you provided earlier?"

If "No": "What is the telephone number beginning with the area code?" <Recap>

## Drop-Off Information

"What is the name of the facility where you/or the Member will be going?" <Review information with caller>

If not in the Facility Rolodex: "What is the physical street address, please?" <Review information with caller>

"Is there a building name or suite number?" <Review information with caller>

"May I have the telephone number and the name of the doctor, please?" <Review information with caller>

## Trip Details

"What time is the appointment?" <Review information with Member>

"The pickup time is scheduled for <pick-up time>. Please be ready for pickup fifteen minutes before or after this time.

If LCAD prompts that the Member lives near the bus line and the Member is Mass Transit Eligible, say the following:

"Would you/the Member be willing to take the bus?"

If "Yes" and we have a 5 day notice:

"The tickets/passes/transfers for the trip will be mailed."

If "No": Continue with call script.

## Offer Mileage Reimbursement:

"Can you drive yourself or do you have anyone to take you for Mileage Reimbursement?"

If "No": Continue with call script.

If "Yes": "I will need the name, phone number and address of the person transporting you."

"The Mileage Reimbursement log will need to be completed and signed by your physician and is available at [www.member.logisticare.com](http://www.member.logisticare.com). If you prefer we can send to you by email, mail or fax. How would you like to receive the form?"

"What is the reason for the appointment?" (Specific)

"Is anyone traveling with you/the Member?"

If "Yes", ask the caller if this is a child and if so, instruct them that per WV law, car seats are required for children ages 8 years and under or under 4'9" and that this is the Member's responsibility.



## West Virginia Medicaid Call Script

"What time will you/the Member be ready for the return pickup?"

*Enter the time in the P/U Field.*

If the Member/caller doesn't know:

"The return time will be left open."

"Are you/Is the Member able to sign the drivers' log?" (*Document in Rider Notes*)

## Call Closing

"If this appointment needs to be canceled, please call us 24-hour in advance of your appointment."

"Please be ready 15 minutes prior to the scheduled pick time and available to answer your phone in case the driver needs assistance locating your home"

"The reference number for this trip is <reference number>."

"Is there anything else I can assist you with today?"

"Thank you for calling."



## XII. Training and Education

### A. NEMT Provider Manual

*The vendor should develop and maintain a NEMT provider manual. The vendor's NEMT provider manual should contain all policies and procedure for the NEMT brokerage program. The vendor should work closely with The Bureau on the development of the NEMT provider manual and should obtain The Bureau approval prior to release of the manual. The manual should be reviewed, updated, and distributed to all NEMT providers annually and whenever changes in operation are made. Updates and changes are to be approved by The Bureau before distribution. The Bureau should notify the vendor in writing if a modification is required, and the vendor should incorporate any modifications within ten (10) business days after such notification.*

*The vendor should submit a draft outline of the NEMT provider manual with the vendor's proposal. The vendor should submit a final completed manual to The Bureau for approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved NEMT provider manual. The manual should include, at least, the following:*

- 1. NEMT provider enrollment and participation requirements;*
- 2. NEMT provider file maintenance and record keeping requirements;*
- 3. Standard reimbursement requirements;*
- 4. Covered and Non-Covered Services;*
- 5. Vehicle requirements;*
- 6. Limitations and considerations of NEMT Services to covered medical services.*

*The vendor should provide the NEMT provider manual to all NEMT providers in vendor's network and to all vendor staff. The Vendor should make the NEMT provider manual available electronically through a link on vendor's website, by email upon request and should incorporate the NEMT provider manual into all training programs for NEMT providers and vendor employees.*

Our existing Bureau-approved NEMT Provider Manual contains all policies and procedures for the West Virginia NEMT brokerage program. LogistiCare will customize our existing manual to the requirements of this RFP, and the approved Contract and Statement of Work. We will work closely with the Bureau throughout our partnership to further develop and maintain the NEMT Provider Manual so that it includes all guidelines, forms, requirements, and policies and procedures related to the provision of NEMT transportation services by NEMT Providers. In addition to detailing the policies and procedures for the NEMT Brokerage Program, the manual will include the following information, at a minimum:

- NEMT Provider enrollment and participation requirements
- NEMT Provider file maintenance and record keeping requirements
- Standard reimbursement requirements
- Covered and non-covered services
- Vehicle requirements
- Limitations and considerations of NEMT services to covered medical services

LogistiCare will continue to provide the NEMT Provider Manual to all our network providers and to our staff. Our NEMT Provider Manual is available on our provider portal and can be obtained via telephone or email requests. LogistiCare incorporates the NEMT Provider Manual into our provider orientation, as well as all training programs for NEMT Providers and staff.

Each year, or as required due to changes in operations, the manual will be reviewed, updated, and re-distributed to all NEMT Providers. If the Bureau requires modification to the NEMT Provider Manual at any time, LogistiCare will make the necessary amendments within ten business days after notification. Updates and changes will be forwarded to the Bureau for approval prior to any distribution to NEMT Providers.

An outline of our current BMS-approved NEMT Provider Manual is provided as **Attachment 12**. We will submit a final, completed draft to the Bureau for review and approval no later than 30 days prior to the operations start date under the new contract. We will not begin operations under the new contract without a Bureau-approved NEMT Provider Manual.

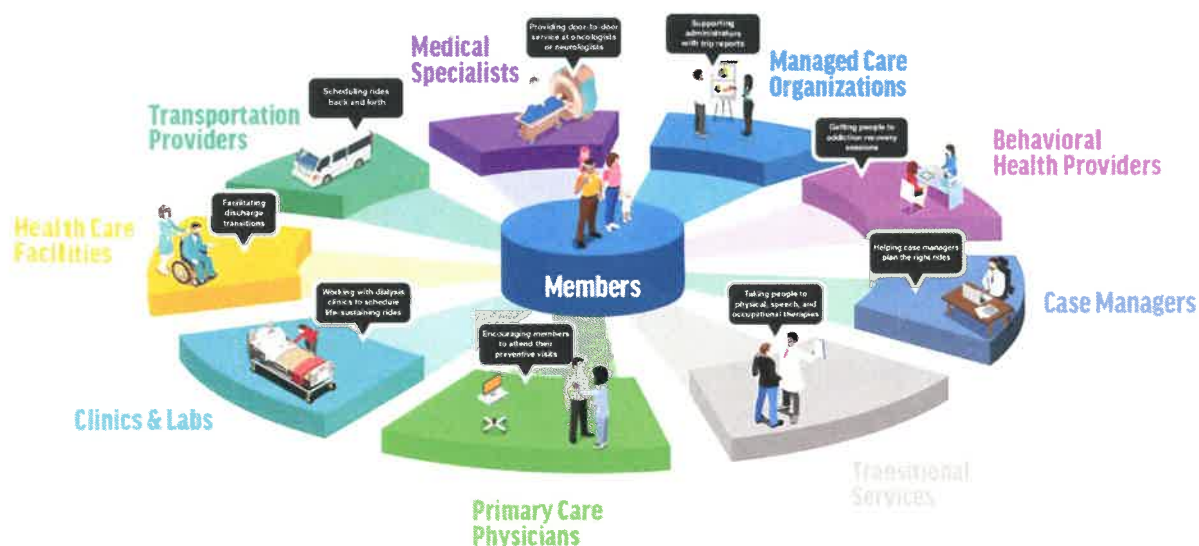
## B. NEMT Provider and Provider Training and Education

*The vendor's Proposal should include an overview of the vendor's plan to educate NEMT providers and medical providers: including information on training sessions, training materials, ongoing meetings with NEMT providers and medical providers and continuing education. Separate training programs should be submitted for NEMT providers and medical providers, for the purposes of educating and training NEMT providers regarding the NEMT brokerage program and training providers regarding request for transportation, standing orders and documentation of need from medical providers.*

*The vendor should submit its final plans for educating NEMT providers and medical providers at least thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved version of the NEMT provider manual, provider training manual and education plan.*

*No later than fifteen (15) business days prior to the operations start date, the vendor should conduct NEMT provider and provider training sessions in at least five (5) locations throughout the state. The Bureau should prior-approve these training locations, and all costs of the training sessions should be borne by the vendor. The vendor should not begin operations without completion of these training sessions. The vendor may perform additional NEMT provider or medical provider training, as deemed necessary and approved by The Bureau.*

Critical to LogistiCare's culture of care is our investment in our stakeholders. As the incumbent, West Virginia's stakeholders are intimately familiar with the processes and policies we have implemented to manage the statewide NEMT program. In 2019, we performed 900 educational/outreach activities, which included calls and visits to medical facilities, Quarterly Network Meetings with NEMT Providers, and other relationship building activities.



**Figure XII-1: We know that successful NEMT programs require support from all stakeholders. That is why we invest time and resources into outreach and education for the NEMT Providers and medical providers who interact with members daily.**

We are dedicated to providing ongoing education and training to help NEMT Providers and medical providers maximize their use of the NEMT program in the new contract term. In accordance with this RFP, we have developed separate training plans for each stakeholder type (i.e. medical providers, NEMT Providers, and members). Each plan focuses on delivering accurate information about the NEMT program tailored to the applicable audience. For instance, in our NEMT Provider and medical provider training and outreach plans, we incorporate plans to provide system training and provide information about the program's guiding policies and procedures, including basic info related to member behavior, contacting LogistiCare, and vehicle/driver requirements. At least 30 calendar days before the start of operations, we will submit a finalized draft of our education and outreach plan to the Bureau for approval and will begin conducting training sessions for NEMT Providers and medical providers in five or more BMS-approved areas of the state at least 15 business days before the program goes live.

## NEMT Provider Education and Outreach

NEMT Provider education and outreach is consistent and pervasive. We maximize every opportunity to connect with NEMT Providers to ensure they have the proper understanding of the NEMT program and their contractual requirements; and the training needed to provide safe, reliable, and efficient transportation services to Medicaid Members.

West Virginia's Provider Relations Manager and team facilitate an informative orientation with Providers after contracting in addition to Quarterly Network Meetings and one-on-one meetings either on-site, by phone, or via web conference. During every interaction, we take the time to discuss Provider concerns and distribute written educational materials and conduct



Todd Bacchus | Provider Relations Manager

*"Amazing people to work with. Feels good being able to provide for the needs of our state."*



training specific to their needs. If additional support is needed, Providers have 24/7 access to our Transportation team and a number of downloadable training and education resources and online webinars that they can use to facilitate self-guided learning. See **Attachment 13\_NEMT Providers Training and Education Plan** for more details about the resources available to NEMT Providers in West Virginia.

## Provider Orientation

Prior to a NEMT Provider's start date, LogistiCare conducts an in-house orientation to review program policies and procedures and delivers initial training for service and performance. This session is offered at convenient centralized locations, or the NEMT Provider's base of operations. The purpose of this session is to meet face-to-face with the provider's staff and to outline basic information about program operation. We discuss program-related topics, including but not limited to contract standards, billing, reimbursement, systems, and the NEMT Provider Manual. Our Provider Relations team follows our orientation checklist to verify that all training is completed prior to provider credentialing. The orientation program includes the following:

- Overview of NEMT Program and division of responsibilities between LogistiCare and providers

- Vehicle requirements
- Driver qualifications
- Driver conduct
- Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the member
- "After hours" scheduling procedures
- Urgent transportation procedures
- Criteria for trip assignment
- Assignment and delivery of services, and the trip manifest
- Procedures for obtaining reimbursement for authorized trips
- Driver customer service standards and requirements during pick-up, transport, and delivery
- Record keeping and documentation requirements for scheduling, dispatching, and transporting, including completion of required driver logs
- Grievance and appeal procedures

The orientation session covers the requirements of our NEMT Provider contract, including those pertaining to vehicles and drivers, and how various events must be handled and reported. Emphasis is placed on customer service, stressing that drivers are to treat every member with care and dignity and with the utmost regard for safety.

After member transportation begins, our Field Monitors and the Provider Relations Manager continue to meet with NEMT Providers to review performance, policies, billing procedures for submitting claims, and any other areas where additional support or training are needed. These meetings are conducted in-person and via web conferencing.

## Provider Training

Working with the National Safety Council (NSC) and the Community Transportation Association of America (CTAA), we have developed an industry-best driver-training program that includes first aid training.



### SAFETY AWARD RECIPIENT

LogistiCare has been honored by the National Safety Council (NSC) with the prestigious "Commitment to Roadway Safety Excellence" award year after year.

At a minimum, drivers must complete:

- Basic first aid and CPR training
- CTAA's Passenger Service and Safety (PASS) or equivalent:
  - Americans with Disabilities Act
  - Blood borne pathogens (hepatitis A, B, and C; HIV; and dialysis)
  - Customer service, communication, and stress management
  - Disability awareness: assisting the visually impaired, hidden disabilities, stroke, epilepsy, and seizure disorders
  - Emergency and evacuation procedures
  - Recognizing and avoiding sexually inappropriate conduct
  - Securing wheelchairs/performing lift operations



- Sensitivity training
- Working with service animals
- Biohazard handling and spill kit procedures
- State child safety laws
- Vehicle requirements and pre-trip inspections

To assist with ongoing training, we offer NEMT Providers access to heavily discounted online trainings available on our driver website 24 hours a day, seven days a week. The trainings include segments on Defensive Driving and passenger safety. We maintain records of all training to confirm that drivers are current and compliant.

### Quarterly Network Meetings

West Virginia's Provider Relations team hosts Quarterly Network Meetings typically comprised of NEMT providers, LogistiCare management staff, sole source facility/providers, senior agencies and transit companies throughout the state to discuss network performance, policy changes, and to conduct trainings based on the needs of the group. We devote a portion of the meeting time to open discussions with NEMT Providers to gain an understanding of program challenges and potential improvements. Having hosted 21 Quarterly Provider Network Meetings throughout West Virginia during the past 18 months, we appreciate the value these interactive meetings bring for facilitating ongoing communications critical to developing and maintaining positive working relationships with NEMT Providers and other program stakeholders. Our relationship building has enabled us to gain insight into stakeholder needs, identify emerging trends, answer questions, train NEMT Providers, share successes and respond quickly to address issues or concerns. Using the information gleaned from these town-hall-type meetings, we make program adjustments and conduct more training, as necessary.

### One-On-One Provider Meetings

West Virginia's Provider Relations Manager visits the offices of NEMT Providers to discuss performance in relation to contract expectations and to provide individualized training and education, as needed. The Manager reviews program changes that affect NEMT Providers and their drivers. If a NEMT Provider is experiencing challenges, the Manager takes the time to coach and counsel the Provider. If the Provider is unavailable to meet face to face, these visits may be conducted via phone or web.

### Medical Provider Education and Outreach

Since transitioning the NEMT program in 2018, our Outreach and Communications team has developed collaborative relationships with more than 2,400 health care facilities across the state to facilitate NEMT training. We work closely with facilities to provide an enhanced member experience and offer continued support in a number of ways to meet our outreach objectives. The following table provides an overview of the types of facilities we partner with and our methods of outreach and education:



Facility Type	Objective	Methods of Outreach and Education
<b>Dialysis Community:</b> <ul style="list-style-type: none"> <li>- Hospital Kidney Centers</li> <li>- Dialysis Centers</li> <li>- Vascular Centers</li> </ul>	LogistiCare performs outreach to create visibility and positive partnerships with the centers with which members attending dialysis treatments have high NEMT usage. We work together to advocate, educate and resolve concerns.	LogistiCare's facility-focused staff builds alliances and partnerships with the dialysis community by conducting face-to-face meetings with center staff and attending monthly and/or annual case manager meetings and conferences. Our staff seeks feedback from medical staff and promptly responds to inquiries and concerns raised by members of the dialysis community. We provide verbal and written education regarding the NEMT program's policies and procedures (i.e., wait times and timeliness), and trains medical staff on the ways to request transportation on behalf of members, complaint/concern reporting, and LogistiCare's standing order and appointment verification policies.
<b>Nursing Facilities:</b> <ul style="list-style-type: none"> <li>- Nursing Homes</li> <li>- Assisted Living</li> <li>- Skilled Nursing Facilities</li> </ul>	LogistiCare partners with long term care facilities to safeguard the fragile member population and to develop a better understanding of members extensive medical needs. We collaborate with the facilities to minimize complaints; ensure facility staff understands NEMT; and encourage the use of facility vehicles for transportation.	The Outreach and Communications Manager meets with Facility Administrators or the Directors of Nursing to discuss the NEMT benefit and obtain valuable feedback. During the visit, the Manager educates facility staff on the policies and procedures for requesting transportation and the levels of support available to assist seniors and informs staff of the complaint process. The manager discusses transporting members using facility vehicles and the options to use the TripCare portal for more efficient scheduling. As needed, training is provided during these visits.
<b>Intellectual Disability, Behavioral Health, Supportive Employment and Substance Abuse</b> <ul style="list-style-type: none"> <li>- Community Service Boards</li> <li>- Residential/Group homes</li> <li>- Day Support</li> <li>- Supportive Work Sites</li> <li>- Substance Abuse Clinics</li> </ul>	Because of the increased utilization of NEMT by individuals with physical and mental disabilities, we conduct consistent outreach and provide frequent education and communication to ensure their needs are met. We work with Case Managers, Support Coordinators, Job Coaches, etc. as they are instrumental to the success of the NEMT program and integral to managing member behaviors.	The facility-focused staff meet with center Directors and center staff to organize outreach activities and to foster relationships with high utilizers. We attend annual conferences; visit group homes and supported worksites for education and support; provide random and scheduled visits to CTCs; and, maintain frequent communication with staff to monitor performance and attendance, and to obtain valuable feedback. We host in-service visits to educate staff on our TripCare system and discuss the program's policies and procedures for requesting standing orders, accepting complaints, and verifying attendance.
<b>Hospitals</b> <ul style="list-style-type: none"> <li>- Hospital Staff</li> <li>- Physician Clinics</li> </ul>	Hospital staff members require frequent NEMT education to streamline the discharge and outpatient process. Working together, we minimize	The Outreach and Communications Manager meets with Case Managers and Discharge Planners to provide education about alternative transportation such as public transit or mileage reimbursement, and to discuss the policies and

complaints and ensure timely transportation for members to reduce the cost of hospital care.

procedures for requesting transportation. Proactively attains valuable feedback about the program, NEMT Providers, and members. The manager discusses the strategies to verify medical necessity and appointment urgency.

More specifically, we continuously provide resources to stakeholders – summarized in the following sections.

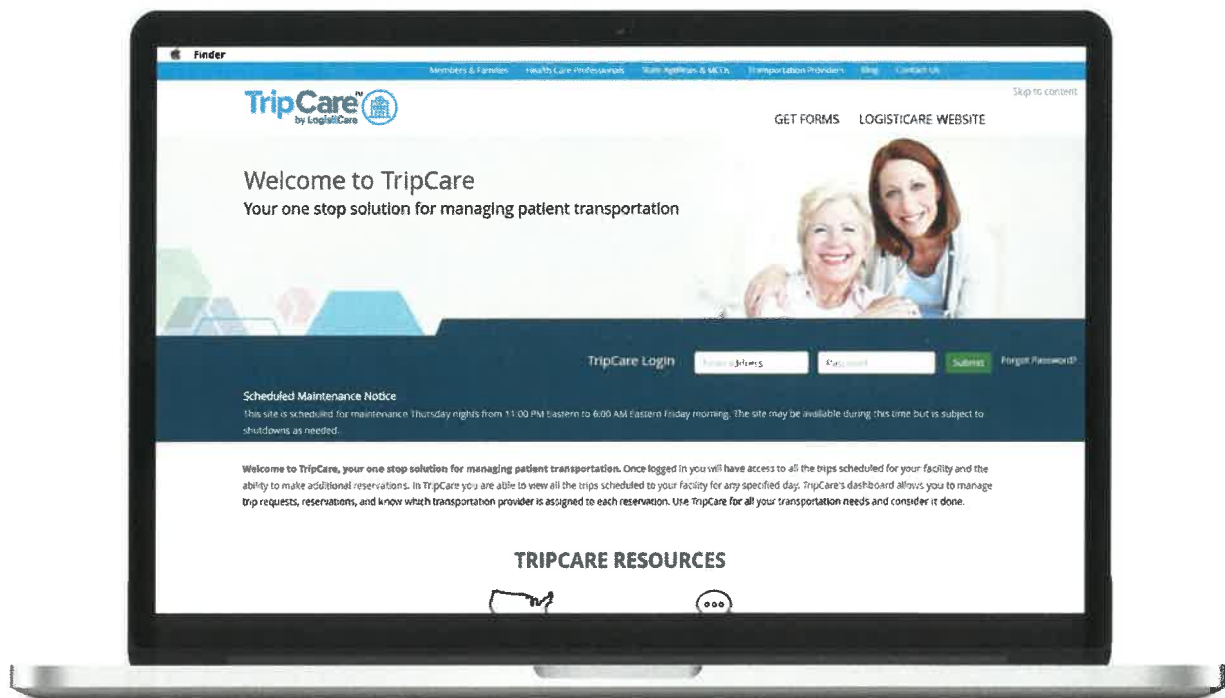
### Facility Line

LogistiCare provides a separate facility phone line that is reserved for health care facilities and staffed by trained personnel who specialize in the management of standing order trips. Providing a phone line specific to facilities promotes easier scheduling, staff familiarity, and efficient service.

### Facility/Medical Provider Site Visits

In line with our Outreach and Education Plan, our Outreach and Communications Manager visits facilities to meet with medical providers and their staff, typically twice a week. These visits allow us to offer education about the Bureau's NEMT program and gain awareness into the issues and concerns of facility staff and Medicaid members. Through these efforts, we build collaborative relationships with the health care providers and facilities we serve. The exchange of information and feedback between LogistiCare and facility staff contributes to our ability to provide high-quality NEMT services to the members being cared for at these facilities — improving member access and helping to increase appropriate utilization of the NEMT program.

During site visits, our staff also dedicates time to teaching medical and office personnel to use our facilities web portal, TripCare, to schedule single or standing order trips, manage member reservations, and verify member attendance.



**Figure XII-2: West Virginia's Outreach and Communications staff hosts onsite visits to train medical providers and their staff to use our secure, HIPAA-compliant TripCare portal.**

## Webinar Training Sessions

To supplement facilities training, we host webinars so that medical and office personnel can attend technology training sessions when convenient. Our staff conducted 20 educational webinars in 2019. These online events are customized according to the audience (e.g., new staff at medical facilities). They typically run for 30 minutes, with an additional 15 minutes reserved for attendees to ask questions. Recorded webinars are posted to LogistiCare's website for viewing at any time by our West Virginia health care facility partners.

## Web-Based Information

Information included on our West Virginia website is provided earlier in Section XII under electronic communications. Within the site, we provide a dedicated facilities section that includes program information, downloadable forms (e.g., Standing Order form, Level of Need form, etc.), frequently asked questions, contact information and more. The site provides links to our TripCare online reservation portal and the ability for facilities to communicate any questions or concerns electronically. By addressing the informational needs of our medical partners through this site, we save them time and effort — allowing them to retrieve information when they need it.

The facilities home page of our West Virginia website is depicted as follows:



**Figure XII-3: Pictured above is the public Facilities page of our West Virginia website.**

## MCO Events - Statewide Attendance

LogistiCare's outreach personnel attends medical provider workshops and MCO-sponsored events held across West Virginia to provide information and education on our services. These events are excellent for reaching high numbers of facility representatives.

### Community Outreach Activities

Our outreach staff conducts and attends community outreach activities and events (e.g., health fairs) across West Virginia to distribute materials and answer questions.

### Regional Advisory Committee Meetings

LogistiCare will facilitate Regional Advisory Committee (RAC) meetings with medical facility staff, members, NEMT Providers, the Bureau's representatives, and local advocates to foster open dialogue under the new contract. Advisory Committee meetings allow us to perform outreach to all stakeholders, including facility staff, members, NEMT Providers, healthcare associations, MCO's, and advocacy groups to confirm that they have the training and materials they need for success.

### New Contract Training Plan

At least 15 business days before the start date of the new contract, our Outreach and Communications Manager, and team, will conduct NEMT Provider and Medical Provider training sessions in at least five (5) geographically diverse regions throughout West Virginia. In accordance with this RFP, we will contact the Bureau for approval of our training locations and bear all costs for training. Details of our training plans for NEMT Providers and Medical Providers are provided with this proposal in **Attachment 13 (NEMT Providers)** and **Attachment 14 (Medical Providers)**.

## C. Member Outreach and Education Plan

*The vendor's proposal should include an overview of the vendor's plan to develop and implement NEMT member outreach and education regarding the NEMT brokerage program. The member Outreach and Education Plan included with the vendor's proposal should describe, but not be limited to, the following:*

- 1. The vendor's plan to educate current and future Medicaid Recipients and other NEMT program stakeholders (e.g., facilities, local human service agencies, licensed behavioral health centers, NEMT providers, and medical providers) in the state on NEMT services, procedures and the transition of service administration from one vendor to another during plan turn-over as described in Section XV of this Appendix.*
- 2. Written and verbal instructions to educate Medicaid Recipients and other NEMT program stakeholders. All member outreach and education instructions and other materials should:*
  - a. Emphasize the availability of NEMT services, eligibility for these services, standing orders, medical documentation of need, and how to request and use NEMT services;*
  - b. Be easily understood and written on an approximately 5th grade reading level;*
  - c. Be available in English and in Spanish; and*
  - d. Be available in alternative format for the intellectually disabled as well as for those with vision and hearing impairments.*
- 3. Strategies for working with Medicaid Recipients who fail to comply with established policies and procedures (as described in Section XII.D below).*
- 4. Strategies for working with facilities such as hospitals, nursing homes, and dialysis centers to achieve NEMT efficiencies.*

*The vendor should submit a final completed member Outreach and Education Plan to The Bureau for approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved Outreach and Education Plan.*

*At least thirty (30) calendar days prior to the operations start date, the vendor should mail, by first class mail and at the vendor's expense, written materials to inform and educate Medicaid Recipients and other stakeholders about the NEMT*



*Brokerage Program. The vendor should work with The Bureau to obtain a listing of Medicaid Recipients, other stakeholders and addresses. The vendor should not begin operations without mailing of these materials.*

At LogistiCare, we understand the importance of outreach and education to help members become knowledgeable about the NEMT program in West Virginia. We have procedures and staff already in place, continually working to make sure that members understand the Bureau's program, and how to appropriately access transportation services to get to their medical appointments.

Our West Virginia staff follows a comprehensive BMS-approved Outreach and Education Plan, which we have provided as **Attachment 6\_Member Outreach and Education Plan** in addition to educational materials created for the program. Elements of our plan are described in the following sections.

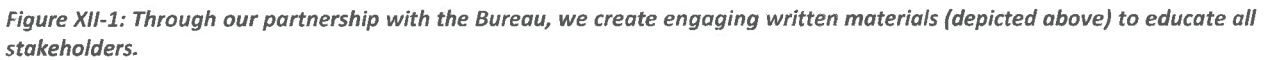
## Stakeholder Education Plan

LogistiCare generates and disseminates correspondence to stakeholders in multiple formats, customizing our educational materials (e.g., brochures, handbooks, member letters, etc.) to the Bureau's program. To educate stakeholders effectively in West Virginia, we use multiple communications delivery methods as described below:

- ▶ **Written Materials:** Quality written materials, such as facility brochures and the initial member educational mailing, provide a comprehensive overview of program services, including the program's advance notice requirement of five-business days, and the methods to contact LogistiCare for reservations, Ride Assistance, or TTY/TDD services. Additionally, materials cover service availability, eligibility, standing orders, medical documentation of need, how to request and use services, the processes to request urgent/same day trips, corrective actions for non-compliance, and more.

LogistiCare takes a thoughtful approach to education and training by collaborating closely with stakeholders, learning and addressing Medicaid member needs, and confirming message clarity by using easily understood, language-appropriate, and culturally sensitive materials. All written materials are written at a fifth-grade reading level or below, so they are easily understood by most individuals. Program materials are produced in English and Spanish. As requested, and at no cost to members who have disabilities, we can provide alternative formats of communications. Our written materials and website provide instructions for requesting alternate formats and assistance, and our customer service representatives (CSRs) can assist with these needs.





- For callers who speak languages other than those spoken by our CSRs, we make oral interpretive services available free of charge using Voiance Over-the-Phone Interpretation (OPI) services. In addition, we have specially trained communications assistants that process calls for hearing- or speech-impaired members in need of teletype (TTY) and telecommunication devices for the deaf (TDD) services by using the Federal Communications Commission's Telecommunications Relay Service (TRS).

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**Figure XII-2: Our West Virginia NEMT website provides designated web pages to both members and facilities.**

By clicking on the appropriate link, members and facility personnel can make online transportation reservations and access program information and assistance including, but not limited to the following:

- **Contact Information:** Furnishes important telephone numbers for stakeholders, such as phone reservations for routine and urgent trips, and Ride Assist to make cancellations, reschedule trips, inquire about late trips, or request a return home ride.
- **Applicable Links:** Provides links to allow easy stakeholder access to web pages such as online reservations — where stakeholders can schedule routine trips, and WeCare — where stakeholders can submit online questions, concerns, complaints, and accolades.
- **Frequently Asked Questions:** Allows stakeholders to obtain answers to questions easily, such as “How does LogistiCare decide what kind of ride I need?” and “What if the return time for an appointment is not known?”
- **Downloads:** Provides stakeholders with easy access to downloadable documents (e.g., member flyers, program forms).

Our West Virginia NEMT website allows stakeholders to retrieve the information they need, quickly and easily, 24 hours a day — seven days a week.

- ▶ **Education on Transition of Service Administration:** LogistiCare will work in collaboration with the Bureau and applicable entities to deliver appropriate education to stakeholders related to the procedures and transition of service administration to another vendor during plan turnover, as described in Section XV of RFP Appendix 1. As per Section XV (C), we will generate and send all required, Bureau-approved notices to providers and Medicaid recipients within the appropriate timeframe.

**Strategies for Working with Members who are Non-Compliant with Policies and Procedures**

In our experience, we have found that proactive education promotes compliant behaviors. Therefore, our member-focused outreach plan includes an in-depth plan for educating members that do not comply with the program's policies and procedures, including members that habitually arrive late for their pick-up, do not request transportation at least three days in advance of their appointment, or do not cancel their request 24 hours or more before their scheduled pick-up time. We provide extensive NEMT program education through materials, telephonic engagement, and web-based resources.

**For example:** Our West Virginia member website communicates, "Trip requests require 5 business days' notice and transportation will only be provided to and from your address on record with West Virginia Medicaid. If you call LogistiCare with less than 5 days' notice for a non-verifiable urgent trip, you may be asked to re-schedule."

When members do not comply with advance notice policies, verbal and written reminders are provided to inform members of their responsibilities. For ongoing habitual non-compliance, requestors receive advance reservation policy counseling, both verbally and in writing, or a denial letter as applicable. Neither LogistiCare nor our NEMT Providers charge members for no-shows or cancellations, nor do we impose other punitive penalties. However, we make repeated attempts to modify non-compliant member behavior through a defined process of detection, education, and Bureau-approved restrictions.

Our strategies for working with members who are non-compliant with NEMT program policies and procedures are detailed below in Section XII(D).

### Strategies for Working with Facilities to Achieve NEMT Efficiencies

Healthcare providers and facilities offer valuable insights that LogistiCare incorporates into our service delivery model to help realize NEMT efficiencies. One invaluable component contributing to LogistiCare's successful transition as broker for the Bureau's NEMT program was our extensive outreach in West Virginia before and during program implementation. We deployed teams of experienced professionals from across the country to assist with communication efforts, making education and outreach our top priorities. These teams conducted proactive training with stakeholders to bring proper awareness of program rules and policies. Further, our teams visited facilities to obtain information on members who required standing orders and recurring transportation to make sure those individuals' trips were prioritized. Because of our experience, we know how important this kind of outreach is for high acuity members who require a higher degree of service. We also understand how imperative it is for us to build close relationships with these facilities to address fragile members' needs.

The transition to LogistiCare from the previous broker was seamless, due to our implementation preparedness and proactive outreach. LogistiCare's success in the West Virginia implementation was recognized not only by BMS, but by the Governor's office, who issued a proclamation in appreciation of our accomplishments by declaring October 22, 2018 "LogistiCare Day" in West Virginia.

#### SPECIAL ANNOUNCEMENT

West Virginia Governor signs proclamation naming October 22 LogistiCare Day in West Virginia.

LogistiCare

**Outreach with LogistiCare does not end after program implementation.** Throughout the contract, our staff continues working to open the lines of communication and support the mission to improve members' health outcomes. We coordinate with more than 2,400 health care facilities across the state to facilitate NEMT services, including managing over 2,600 recurring standing orders. As the incumbent broker, we have maintained our collaborative approach — working closely with facilities to achieve continued NEMT efficiencies. Our strategies for collaborating with West Virginia's facilities are described as follows:

- ▶ **Facility Line:** LogistiCare provides a separate facility phone line that is reserved for health care facilities and staffed by trained personnel who specialize in the management of standing order trips. Providing a phone line specific to facilities promotes easier scheduling, staff familiarity, and efficient service.
- ▶ **Facility/Medical Provider Site Visits:** In line with our Outreach and Education Plan, our staff make in-person visits to facilities to meet with medical providers and their staff, typically twice a week. These visits allow us to offer education about the Bureau's NEMT program and gain awareness into the issues and concerns of facility staff and Medicaid members. Through these efforts, we build collaborative relationships with the health care providers and facilities we serve. The exchange of information and feedback between LogistiCare and facility staff contributes to our ability to provide high-quality NEMT services to the members being cared for at these facilities — improving member access and helping to increase appropriate utilization of the NEMT program.

## Final Outreach and Education Plan

As the State's current broker, LogistiCare will tailor our current BMS-approved Outreach and Education Plan to the requirements of this RFP, and the approved Contract and Statement of Work. We will submit a final, completed draft to the Bureau for review and approval no later than 30 days prior to the operations start date under the new contract. We will not begin operations under the new contract without a Bureau-approved Outreach and Education Plan.

## Mailing Written Materials to Inform Stakeholders about the NEMT Brokerage Program

At least 30 calendar days prior to the operations start date under the new contract, LogistiCare will mail written materials to inform and educate Medicaid recipients and other stakeholders about the NEMT Brokerage Program. These written materials will be sent via first class mail at LogistiCare's expense. We will work with the Bureau to obtain a listing of Medicaid recipients, other stakeholders, and their addresses. We will not begin operations under the new contract without mailing these materials.

## D. Non-Compliant Member Education

*The vendor's member Outreach and Education Plan should include a description of continuing education for Medicaid Recipients who do not comply with established policies and procedures of the NEMT Brokerage Program, including, but not limited to, additional education to Medicaid Recipients who habitually request transportation less than three (3) business days in advance of the appointment date. The vendor may impose transportation options and limits on Medicaid Recipients with excessive incidents of non-compliance.*

*In the case of Medicaid Recipients who are chronically late or absent for scheduled trips, the vendor may require the member to call when the member is ready for pick-up. Neither the vendor nor the NEMT provider may charge Medicaid Recipients for no-shows.*



*The vendor's member Outreach and Education Plan should include an education policy and transportation options for Medicaid Recipients whose behavior en-route threatens the safety of the member, driver, or other passengers.*

LogistiCare discourages non-compliant behaviors through upfront education and outreach with facilities and members. We educate members during every interaction, reminding them of their rights and responsibilities as an NEMT user. We also provide educational materials on our website and distribute printed materials through facilities. When members do not comply with program policies, such as the advance notice requirement, we rely on our established policies and procedures for continuing education detailed in our member Outreach and Education Plan to correct behaviors. In general, we verbally educate members during the reservation calls and send written reminders informing members of their responsibilities.

### Chronically Late or Absent Members

The most prevalent form of non-compliant behavior by members is failing to be on-time or present for scheduled trips ("no-show"). These habits drive up transportation costs and can result in poorer healthcare outcomes for members that must arrive on time for their scheduled treatments. Neither LogistiCare nor our NEMT Providers charge members for no-shows or cancellations, nor do we impose other punitive penalties. However, we do make repeated attempts to modify non-compliant member behavior through a defined process of detection, education, and Bureau-approved restrictions.

Since assuming the statewide NEMT program, we have implemented proactive best practices such as appointment reminders to minimize member no-show rates and improve timeliness. Members can receive a reminder 24 hours before their scheduled pick-up time using their preferred method of contact.

- **Automated Callbacks:** If a member opts in to receive automated callbacks, the IVR system calls the member's home phone number to remind them of their trip date and time 24 hours before it is scheduled to occur. To make the process for cancelling easier and reduce no-shows, the system allows members to press a number on their keypad to cancel their trip without speaking to a live representative.
- **Text Reminders\*\*:** Members with access to a mobile device can opt in to receive SMS text messages. Twenty-four hours before the scheduled trip, the member receives a text notification about their trip, including vehicle information and the time of pick up. Members can also elect to receive a text message when their driver is approaching. All texts include an option for the member to reply to cancel their trip.

In addition, members can use the online web portal to confirm their trip details or make any necessary changes before their scheduled pick-up time.

### Enhanced Services

Our experience suggests that the overall transportation experience – from scheduling to trip delivery – is critical to limiting non-compliant behaviors. We understand some members have the need for a higher



*Figure XII-4: Members that opt in to receive SMS texts will receive trip reminders, vehicle details, and a link to track the status of their vehicle via text. The member will also have the ability to conveniently cancel a trip to avoid a no-show.\*\**



touch approach, including assistance from live representatives concerning reservations and support throughout the transportation planning process. For increased service quality, we have live CSRs that are available to speak with members at any time to address their concerns. We relay these concerns to Providers in the driver's notes, with focus on any additional supports or needs the member may have.

Preferred Provider assignments are ideal when a discontinuance of service may negatively affect members with physical, behavioral, or developmental disabilities and when members frequently travel to a set location. We work closely with members and Providers to accommodate requests for a preferred Provider. Within our system, we house information about member trips, including the name of their preferred NEMT Provider; and whenever requests are made, the system can automatically route the authorized trips to the member's preferred Provider.

We encourage Providers to assign consistent drivers, routes, and assistance for members with frequent trips to behavioral health programs, especially those with physical or neurological disabilities. This practice minimizes disruptive behaviors.

### Other Behavioral Issues

We understand member behavioral issues can vary greatly in terms of severity and risk to others, and recognize there is no standard approach to correct all behaviors. Over the past 18 months, we have worked closely with the Bureau to develop member corrective action policies and procedures. When incidents occur, we record the incident in our system for tracking. We mail the member a written notice regarding the program policies and behaviors that are not permitted by the program. After three written notices, we work with the member's facility and the Bureau to determine the best follow-up actions:

- Reduced trips
- Change in the transportation mode (i.e. sedan to public transportation)
- Require escort for travel
- Restrict transportation to certain drivers

Members whose behaviors continue to pose a threat to the safety of drivers or other passengers may be subject to other corrective measures, as determined in collaboration with the Bureau.

In the most severe cases of harmful or threatening behavior exhibited by a member during a trip, drivers are instructed to stop the vehicle, notify LogistiCare, and wait for proper authorities and/or medical transportation to arrive. All member incidents are recorded in our transportation management platform, and can be accessed at any time. Reasons for special handling and any other transportation options that are imposed remain in the system as part of the member's profile.

LogistiCare will continue to use our current standards to correct non-compliant member behaviors unless changes are required by the Bureau. A draft of our current policies and procedures will be submitted to the Bureau for approval and distributed, in writing, to all members.

### XIII. Operations Procedures Manual

*The vendor should develop an Operations Procedures Manual detailing all procedures to be used in scheduling and delivery of NEMT Services. The vendor should submit a draft outline of this manual with the vendor's Proposal. The vendor should submit a final, completed Operations Procedures Manual to The Bureau for review and approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without a Bureau approved Operations Procedures Manual. The vendor should provide a copy of the Operations Procedures Manual to all the vendor staff and should incorporate it into all training programs for new employees.*

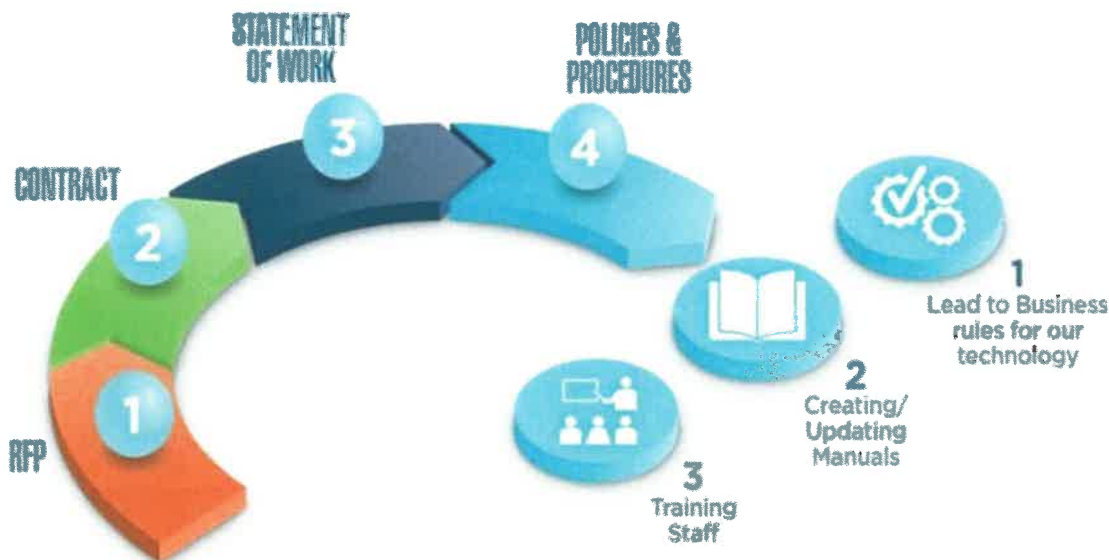
*The manual should be reviewed, updated and distributed to vendor staff annually and whenever changes in operating procedures are made. The Bureau may require modification of the Operations Procedures Manual at any time and notify the vendor in writing of the required modification. The vendor should modify the Operations Procedures Manual within ten (10) business days of notification.*

LogistiCare will tailor our existing BMS approved Operations Procedures Manual to the requirements of this RFP, and the approved Contract and Statement of Work. We will submit a final, completed draft to the Bureau for review and approval no later than 30 days prior to the operations start date under the new contract. We will not begin operations under the new contract without a Bureau-approved Operations Procedures Manual.

Serving as the operating guide for all aspects of the NEMT program, LogistiCare distributes the approved manual to all staff and incorporates the contents into training for new employees. The policies and procedures for scheduling and delivery also are programmed into our transportation platform's Business Rules Engine to confirm staff call handling complies with the Bureau's requirements.

Each year, or as required due to changes in program policies, the manual will be reviewed, updated, and re-distributed to all staff. If the Bureau requires modification of the Operations Procedures Manual at any time, LogistiCare will make the necessary amendments within ten business days of notification.

A draft outline of the BMS approved manual is provided as **Attachment 15**.



## XIV. Complaint Policies and Procedures

*The vendor's Proposal should include a description of the vendor's approach to member and NEMT provider complaint policies and procedures, including separate complaint resolution processes for Medicaid Recipients and NEMT providers (as described in Sections XIV.A and XIV.B below). The policies and procedures should provide for prompt resolution and ensure the participation of individuals who have authority to require corrective action. The vendor should attempt to resolve any complaint in accordance with the complaint resolution process. The vendor should work with all parties including The Bureau, as necessary, to resolve complaints.*

*The vendor should submit a final Complaint Policies and Procedures Manual to The Bureau at least thirty (30) calendar days prior to the Operations Start date for The Bureau review and approval. The vendor should not begin operations without a Bureau approved Complaint Policies and Procedures Manual. The vendor should review its complaint policies and procedures every six (6) months and notify The Bureau if it determines that an amendment is necessary. The vendor should perform amendments only with the prior written consent of The Bureau. The Vendor shall have thirty (30) calendar days post Bureau approval to publish and distribute the amended manual to provider and member communities. The vendor's approach to review and amend complaint policies and procedures should be included with the Proposal's description of these policies and procedures.*

As the State's current broker, LogistiCare will customize our existing Complaint Policies and Procedures Manual to the requirements of this RFP, and the approved Contract and Statement of Work. We will submit a final completed draft to the Bureau for review and approval no later than 30 days prior to the operations start date under the new contract.

We will not begin operations under the new contract without the Bureau-approved Complaint Policies and Procedures Manual.

LogistiCare's approach to review and amend the Complaint Policies and Procedures Manual includes manual reviews every six months. Following the review, we will promptly notify the Bureau if any amendments are needed. Using trends and findings from complaint reporting, stakeholder feedback from Advisory Committee meetings, and inputs from our meetings/communications with the Bureau, LogistiCare will determine areas in which the complaints process should be amended. We welcome input from the Bureau and amendments will only be enacted with the Bureau's prior written consent. Within 30 calendar days of Bureau approval, we will publish and distribute the amended manual to provider and member

### COMPLAINT-FREE NEMT



LogistiCare's West Virginia Operations team managed over 2.1 million trips in 2019 while maintaining a 99.83% complaint-free rate

### A. Member Complaint Resolution and Appeal Process

*The vendor should have a complaint resolution process for Medicaid Recipients. Each complaint should be assigned a unique tracking number. The vendor should respond to a complainant within one (1) business day after receipt of a complaint. The vendor should attempt to resolve complaints in accordance with the complaint resolution process. The vendor should work with all parties and The Bureau to resolve the complaint. The Bureau will have final approval on Medicaid Member complaint resolution.*

*Complaint information provided to The Bureau should include:*

1. *Documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to the specific case being appealed.*
2. *Records and documentation regarding a denial of a NEMT Service. Records should be maintained as outlined in Section V of this Appendix 1 and information should be reported as outlined in Appendix 3.*
3. *Comprehensive documentation specific to the particular case.*

*If The Bureau overturns the denial and authorizes the NEMT Services, the vendor should notify the member and the NEMT provider of the appeal decision. The vendor will then approve the NEMT Services and reimburse the NEMT provider.*

LogistiCare works to resolve member complaints through a process that is both sensitive and efficient, responding to complainants within one business day. Even as we work diligently to deliver high quality services that proactively reduce complaints, we always address member issues and concerns as opportunities for improvement. Step-by-step instructions to submit complaints are clearly communicated to members and NEMT Providers in written educational materials (e.g., manuals, brochures, letter of notice), the West Virginia website, the member portal, and the facility portal (TripCare).

Our technology platform makes it easy for members, NEMT Providers, health care facility staff, and medical providers to contact us in the method that is most convenient for them — including by phone, web-based resources, email, fax, or letter.

For the State of West Virginia, we follow a complaint process that is designed to identify all stakeholder dissatisfactions, and that:

- Recognizes the value of information provided by members, medical and NEMT Providers, and other stakeholders; and
- Helps LogistiCare's leadership team gain awareness of systemic problems and improve our service processes.

Our West Virginia staff follows comprehensive written policies and procedures on handling complaints regardless of the source or subject matter. Our process complies with the Bureau's policies and procedures in the West Virginia Medicaid Provider Manual (<http://www.dhhr.wv.gov/bms/Pages/Manuals.aspx>).

**Complaint Tracking.** Regardless of how a complaint is submitted (e.g., member web portal, phone, email, etc.), it is entered into our complaint tracking system that documents all relevant information including the member's name, the NEMT Provider, the driver, and the nature of the complaint (as grouped into appropriate tiers).

Our automated system assigns a unique tracking number to each complaint and links it to the appropriate member record, to a particular trip record, or to both. This linkage supports tracking the complaint throughout its lifecycle, from intake through investigation to closure. Our system then automatically assigns each complaint to a tier designation, which guides an appropriate complaint response. Tier designations are based on severity as illustrated in the following graphic:

**WeCare Form**

Sometimes service issues happen despite the best intentions. With the sheer volume of rides that we orchestrate every day, 100% perfection is highly improbable. While we strive for perfection, when service issues happen, we do anything and everything in our power to resolve them as quickly as possible. Your swift direct feedback is so important to us. Rest assured, our staff will get back to you directly within 24 hours. If you want to tell us about a driver or staff member that went above and beyond, you can do that here as well. If you can remember their name or if you have your trip date, we'll be able to make sure your accolades get back to them and to our senior leaders. If your request is urgent in nature or requires immediate attention, please call the reservation line for your location.

For medical emergencies, please call 911.

First Name \*

Last Name \*

State \*

Phone \*

Email \*

Confirm Email \*

Your Plan ID# (if available)

Trip Date (if applicable)

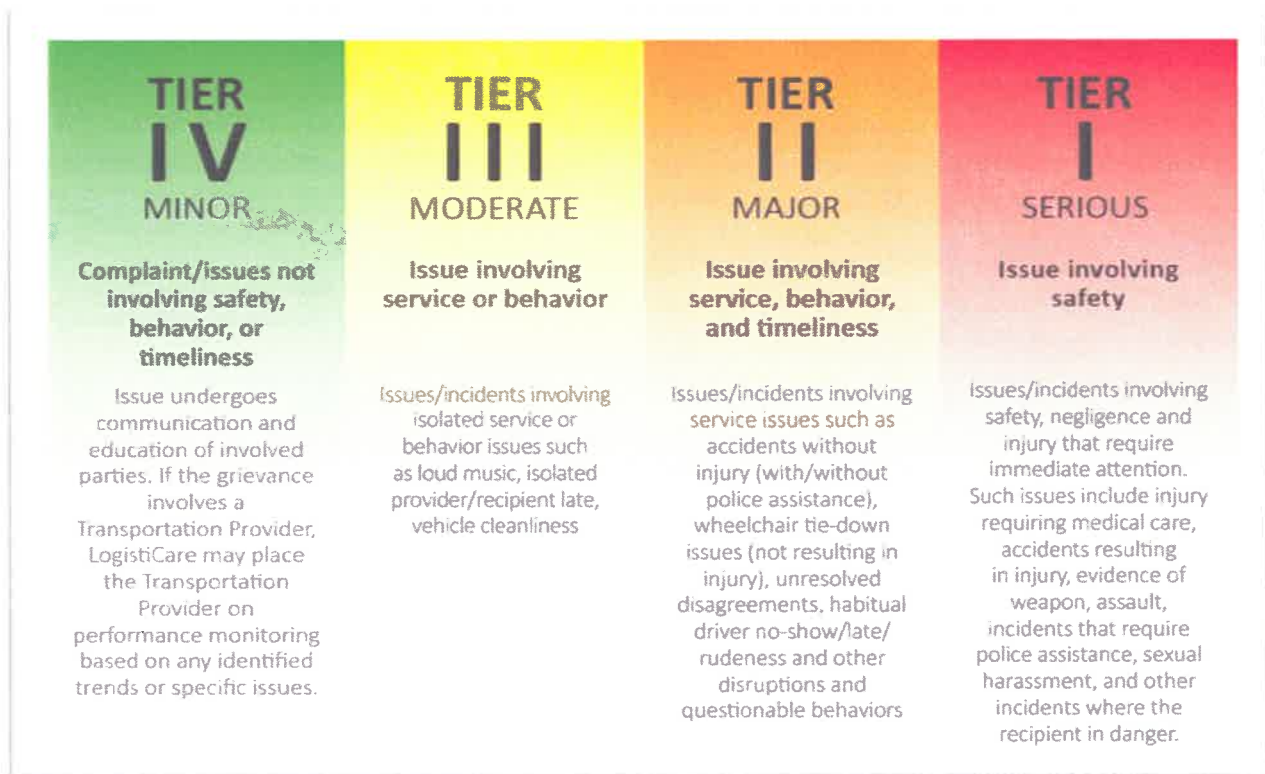
Subject \*

Comments \*

SUBMIT

**Figure XIV-1:** Our online “WeCare” form serves as a convenient way for West Virginia stakeholders to communicate complaints and provide program feedback.





**Figure XIV-2:** We assign each recorded complaint to a tier, depending on the nature or severity of the complaint as indicated in the chart above.

**Complaint Investigation.** Each complaint is routed to our Member Experience Team (MET), which includes our Quality Assurance Specialist and Complaint Coordinators (as referenced in Section 4.3.1.2 of our proposal). The MET investigates, resolves and validates, and communicates with the complainant within one business day of complaint receipt. Most ride assist calls are handled/resolved at the time of the call and no further contact with the member is needed.

Our MET performs a thorough investigation on every complaint, including interviewing the member, medical provider/facility, NEMT Provider, the driver, or other witnesses. Recorded calls are reviewed as necessary to validate a complaint regarding the call with LogistiCare staff, and to address any issues related to a LogistiCare employee.

All details, investigative findings, statements, and corrective actions are recorded in our automated system for easy tracking. Our platform makes it simple for multiple staff members to provide inputs on the same complaint if necessary, or for management to review details of the steps of the complaint and resolution.

**Complaint Resolution and Closure.** Our MET attempts to resolve every complaint in accordance with the defined process, working with all parties and the Bureau as needed. LogistiCare acknowledges that the Bureau has final approval on member complaint resolution.

Prior to closing a complaint, our MET documents all corrective actions taken and provides notice of the resolution to the complainant and the entity or individual against whom the complaint was lodged. Serious safety violations may result in liquidated damages, suspension, immediate termination, and possible referral



to the appropriate enforcement agency, as detailed in the NEMT Provider Service Agreement and NEMT Provider Manual.

### Additional Member Support Provided by our Member Experience Team (MET)

Our MET is member-focused and enhances the services we provide in West Virginia by identifying members that may need extra support. This team, and its proactive approach to customer service, sets LogistiCare apart from other non-emergency transportation brokers. Processes used by the MET are designed to prevent recurring issues and have been proven to greatly enhance members' experiences. The table below provides an overview of our MET's follow-up and monitoring processes, which may be modified on a case-by-case basis:

FOLLOW-UP AND MONITORING PROCESS	
<b>Ongoing Trip Monitoring</b>	Once a member has multiple validated complaints, all future trips for that member are proactively monitored for a certain period of time based on the issues experienced.
<b>Outreach Prior to Trips</b>	MET team members (Complaint Coordinators) call both the NEMT Provider and the member prior to a scheduled trip, to confirm receipt of the trip details, and to remind the provider of the need for a timely arrival for this high priority member.
<b>Follow-Up After the Trip</b>	A MET team member (Complaint Coordinator) calls the member following the trip to inquire about their experience. If the member did not have a good experience, the complaint process is initiated. The member's additional issue goes through the full tracking and resolution process until resolved.
<b>Extended Monitoring</b>	If an additional verified complaint is made by the member, the monitoring period is extended. Members are not removed from the active MET monitoring list until there are no further issues during the designated tracking period.

### Complaint Records and Reporting

Under the new contract, the Bureau will continue to receive standard reports with information about complaints received from program stakeholders and the outcomes of these issues. Because we maintain information about all activities related to complaints, our follow-up and investigation efforts, and complaint resolution, we can distribute this information at any time.

LogistiCare will provide the following complaint information to the Bureau:

- Documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to a case being appealed.
- Records and documentation of NEMT service denial. In compliance with this RFP, we will document and maintain these records as outlined in Section V of Appendix 1 and provide reporting as outlined in Appendix 3.
- Comprehensive documentation specific to a particular case.

## Overtured Denials

If the Bureau overturns the denial and authorizes the NEMT services, LogistiCare will notify the member and the NEMT Provider of the appeal decision, and we will approve the NEMT services and reimburse the NEMT Provider.

### B. NEMT Provider Complaint Resolution and Grievance Process

*The vendor should establish and maintain a procedure for reviewing complaints and grievances made by NEMT providers. Each complaint or grievance should be assigned a unique tracking number. The NEMT provider should be allowed fifteen (15) calendar days to request a review of the decision by the vendor, The Bureau or both. Failure to request a review within fifteen (15) calendar days is to be a waiver of the NEMT provider's right to request a review.*

LogistiCare's Member Experience Team (MET) in West Virginia acts promptly to investigate and resolve dissatisfactions reported by all program stakeholders, including NEMT Providers. For any complaint received from an NEMT Provider, we use the same process outlined in Section XIV (A) to assign a unique tracking number and initiate an investigation. Whether a complaint is received online, via telephone, or in writing, our MET contacts the provider within one business day to confirm that all details of the complaint are properly noted and the complaint is escalated to the appropriate tier for proper handling.

LogistiCare allows NEMT Providers 15 calendar days to request a review of a decision and file an appeal. Failure to request a review within 15 calendar days will result in a waiver of the NEMT Provider's right to request a review.

Information regarding submitting or following up on a complaint are detailed within the NEMT Provider Manual and on the West Virginia website. Before amending our complaints and grievances processes and procedures, LogistiCare will submit the details to the Bureau for review and approval.

## XV. Contract Close-Out and Turnover Procedures

### A. Turnover Plan

*The vendor should submit a Turnover Plan to The Bureau no later than fourteen (14) calendar days after the date of Contract award. The Turnover Plan should provide for an orderly and controlled turnover of the vendor's responsibilities to a successor vendor or to The Bureau at the end of the Contract period or upon termination of the Contract and minimize the disruption of NEMT Services to Medicaid Recipients.*

*The Turnover Plan should include the following:*

- 1. The vendor's proposed approach to turnover;*
- 2. The tasks and subtasks for turnover;*
- 3. A timeline for turnover, including adjustments for possible variance;*
- 4. Operational resource requirements;*
- 5. Any training provided; and*
- 6. Procedures for the transfer of data, documentation, files, training materials, the Operations Procedures Manual, brochures, pamphlets, and all other written materials and records developed in support of the NEMT Brokerage Program.*

In compliance with Section XV, we will submit a Turnover Plan to the Bureau no later than 14 calendar days after the date of contract award. The Turnover Plan is a comprehensive document detailing the proposed schedule, activities and associated resource requirements necessary to transition Medicaid recipients and their data to the Bureau or a subsequent vendor in an orderly and controlled fashion. The timeline with specific dates, accountable owners, events and dependencies, will include our quality assurance processes for monitoring our performance during the turnover and for tracking quality outcomes. At a minimum, the Turnover Plan will include:

- Our approach to turnover
- Tasks and subtasks
- A turnover timeline, including adjustments for possible variances
- Operational resource requirements
- A training plan
- Procedures for transferring all data and NEMT program files to the Bureau or the successor. This will include training materials, policies and procedures, and all other written materials and records developed in support of the NEMT Brokerage Program.

When members transition in or out of our NEMT program, we focus on each members' needs; we prioritize continuity, safety and quality of care to minimize disruption for the members and NEMT Providers. Our plan will guide our systematic approach to minimize disruptions in a member's transportation services and support the Bureau's needs and requirements for notifying members of the transition.

### B. Turnover Notification and Turnover Period

*In the event The Bureau desires a turnover of the duties and obligations of the vendor to The Bureau or to a new vendor upon termination of the Contract, the vendor should expect The Bureau to give written notification of the need for turnover at least ninety (90) calendar days prior to the termination date of the Contract. The Turnover Period should begin on the date specified by The Bureau in the notice and continue until The Bureau determines that all of the vendor's Contract duties and obligations have been met, even if that date extends beyond the termination date of the Contract.*

*The vendor may expect The Bureau's notification to provide written instructions regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data and information The Bureau determines are required to provide for an orderly turnover.*

LogistiCare acknowledges that if the Bureau desires a turnover of the duties and obligations to the Bureau or to a new vendor upon termination of the Contract, the Bureau will give written notification of the need for turnover at least ninety (90) calendar days prior to the termination date of the Contract. The Turnover Period shall begin on the date specified by the Bureau in the notice and continue until the Bureau determines that all contractual duties and obligations have been met, even if that date extends beyond the termination date of the Contract. LogistiCare understands and will comply with the Bureau's notification to provide written instructions regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data and any other information the Bureau determines is required for an orderly turnover.

### C. Specific Close-Out Requirements

*The vendor should complete all duties required in the Contract regarding requests for NEMT Services for dates of services up to and including 11:59 p.m. Eastern Time on the termination date of the Contract. These duties should include, but not be limited to, the following:*

- 1. Screening, authorization, scheduling, and provision of NEMT Services;*
- 2. Successful submission to The Bureau of all utilization data;*
- 3. Generation and sending of all required notices to providers and Medicaid Recipients;*
- 4. Validation Checks as required in Section VII of Appendix 1; and*
- 5. Submission and correction, as necessary, of all reports required by this contract.*

LogistiCare will complete all duties as required by the contract, with regard to requests for NEMT services for dates of services up to and including 11:59 P.M. Eastern Time on the termination date of the contract. These duties include, but are not limited to, the following:

- Screening, authorization, scheduling, and provision of NEMT services
- Successful submission to the Bureau of all utilization data
- Generation and sending of all required notices to Providers and Medicaid Recipients
- Validation checks as required in Section VII of Appendix 1
- Submission and correction, as necessary, of all reports required in this RFP

### D. Agency Access

*During the Turnover Period, the vendor should allow The Bureau full remote access during the vendor's regular business hours to all data records as required in the Contract.*

During the Turnover Period, LogistiCare will allow the Bureau full remote access to all data records as required in the Contract during regular business hours.

### E. Specific Turnover Requirements

*At any time prior to The Bureau's determination that all requirements under the Contract have been completed, The Bureau may request, and the vendor should provide, the following information to The Bureau:*

- 1. Information including, but not limited to, the number, the review status, and the completion date of all transportation that was scheduled, authorized or provided by the vendor up to and including 11:59 p.m. Eastern Time on the termination date of the Contract and that have not been transmitted to The Bureau for processing.*

2. *Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by vendor up to and including 11:59 p.m. Eastern Time on the termination date of the Contract and that The Bureau returned to vendor as unprocessed with an error code.*
3. *Information on any other deliverables that are pending as of 11:59 p.m. Eastern Time on the termination date of the Contract, including, but not limited to, any outstanding reports, the status of any unresolved complaints or grievances and the status of any Bureau hearings that have been scheduled or are in process.*

As an experienced transportation vendor for the West Virginia NEMT program since 2018, we have gained significant knowledge about the systems, tools, and processes needed to effectively serve the Medicaid members in West Virginia's 55 counties. Our team will work closely with the Bureau and the successor to transfer knowledge and provide the following information when requested by the Bureau:

- Information including, but not limited to, the number, the review status, and the completion date of all transportation that was scheduled, authorized or provided by the vendor up to and including 11:59 p.m. Eastern Time on the termination date of the Contract and that have not been transmitted to The Bureau for processing.
- Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by vendor up to and including 11:59 p.m. Eastern Time on the termination date of the Contract and that The Bureau returned to vendor as unprocessed with an error code.
- Information on any other deliverables that are pending as of 11:59 p.m. Eastern Time on the termination date of the Contract, including, but not limited to, any outstanding reports, the status of any unresolved complaints or grievances and the status of any Bureau hearings that have been scheduled or are in process.

## F. Vendor Response to Questions

*The vendor should answer any written questions from The Bureau for a new vendor regarding the review of the information and data that vendor has transferred to The Bureau or a new vendor. The vendor's answers should be in writing and should be submitted to The Bureau or the new vendor within five (5) business days after receipt of the question.*

LogistiCare acknowledges and agrees to answer any written questions from the Bureau or a new vendor during turnover. We will provide written responses, which we will submit to the Bureau or the new vendor, within five business days after receipt of the question(s).

## G. Turnover Meetings

*The vendor should expect The Bureau to notify the vendor of the date, time, and location of meeting(s) regarding the close-out or turnover to be held among The Bureau, the vendor and new vendor. The vendor should provide two (2) individuals to attend meetings. The individuals attending should be proficient and knowledgeable regarding the paper materials and electronic data to be transferred and delivered to The Bureau or a new vendor.*

LogistiCare understands that the Bureau will provide notification of the date, time, and location of meeting(s) regarding the closeout or turnover to be held among the Bureau, LogistiCare, and the Bureau's new vendor. At a minimum, we will designate two individuals to attend the meetings. These individuals will be proficient and knowledgeable regarding the paper materials and electronic data to be transferred and delivered to the Bureau or a new vendor.



## Appendix 2: Implementation Specifications

*The following specifications have been determined by The Bureau for the Implementation Phase of this project. The Bureau is to consider responses to this RFP that propose modifications to the following specifications. Modifications should be clearly stated in the vendor's proposal.*

### I. Implementation Work Plan

*The vendor's Proposal should include an Implementation Work Plan (IWP) to be maintained throughout the implementation period that includes all tasks required to successfully begin operation of the NEMT Brokerage Program. The IWP should be sufficiently detailed to satisfy The Bureau that the work should be performed in a logical sequence, in a timely manner, and with an efficient use of resources. The vendor should submit the final IPW electronically and in hard copy to The Bureau no later than fourteen (14) calendar days after the date of Contract award.*

Our goal is to safeguard that there is no disruption of transportation service for West Virginia's Medicaid members and that the implementation of new program requirements and services are seamless. While we have an experienced management team currently in place in West Virginia, LogistiCare will also assign an Implementation Project Manager, Ann Bourne. Ms. Bourne's role will include the implementation of any new program requirements. Our Implementation Assistant Project Manager, Crystal Richardson, will oversee daily operations and assist Ms. Bourne with implementation and readiness review activities for new program requirements. Ms. Bourne will be the single point of contact throughout the implementation phase until go-live. After the successful readiness review and go live, Ms. Richardson will assume full responsibility of the Medicaid NEMT program.

In our experience, this approach makes certain that both the current and future project have adequate oversight while still leveraging our current relationships and program knowledge for a flawless implementation. Ms. Bourne and Ms. Richardson will work together throughout the project and during post go-live. When all parties are comfortable with daily operations, Ms. Richardson will assume the role of single point of contact for the Bureau.

Prior to the commencement of the Implementation, Ms. Bourne, will schedule internal planning meetings with each LogistiCare department involved, plus an internal initial project kick-off meeting to review the Implementation Work Plan, schedule, and tasks with a team of defined resources.

#### Project Kick-Off

LogistiCare will conduct an on-site project kick-off meeting with the team from the Bureau. This event gives both organizations an opportunity to get to know their team counterparts and build the relationships necessary to establish and maintain a successful partnership. LogistiCare's Executive Vice President of Contracts and Pricing, Chris Echols, will serve as our Executive Sponsor for the project and we ask that the Bureau also identify an Executive Sponsor for the project to provide oversight and as a point of escalation for any issues that could influence the go-live timeline or any other item that could potentially threaten the success of the project.



Deandre House | Call Center Manager

*"I luckily had the privilege of working for Logisticare during the implementation of the West Virginia Contract. I was able to witness countless times how many people are pleased with the service which they were provided. I also was able to see how important this service is to our members. I aim to continue to help develop a staff which is able to provide efficient and quality service to each of our members."*



We also ask that the Bureau identify a Project Manager for the implementation to be the single point of contact for the project who will act as a liaison to Ms. Bourne and will be responsible for delivering on tasks, action items, achieving milestones and moving the plan forward within your organization. During the kick-off meeting, we will review the project plan in detail and discuss the contract schedule, key deliverables, or any items specific to the NEMT/STP identified in the contracting process. It is our preference to conduct this meeting on-site and we will work with the Bureau to make sure the proper Bureau representatives can participate.

### Recurring Implementation Meetings

Weekly implementation team meetings will be scheduled and facilitated by Ms. Bourne who will review the Implementation Plan Schedule, the key deliverables, associated due dates and progression throughout the project. The team will discuss the details, responsibilities, and establish a list of needs/questions. Ms. Bourne will track the percent complete for each task and follow up with the assigned individual as needed. She will also track any outstanding issues and questions and update the team weekly or as needed throughout the implementation phase. We execute successful project implementations by confirming a complete understanding of the Statement of Work, contract requirements and key stakeholder expectations.

### Ability to Exceed Expectations

As the incumbent broker in West Virginia, LogistiCare is uniquely positioned to provide seamless NEMT services for the Bureau and its members throughout the state. Other brokers will face a significant burden as they undergo the lengthy implementation period for staffing, office acquisition, build-out, technology design and implementation, provider network development, client and facility outreach, and the steep learning curve for employees that is required when setting up a new NEMT brokerage and call center operation. In contrast, we are proposing to use our existing location in Charleston, West Virginia to accommodate the needs of this program. With our established staff, customer service center, and infrastructure, we are the only broker that offers a no-risk implementation because we can easily scale our current operations from the first day of contract award.

## A. Work Plan Tasks

*The IWP should include task-level detail, including timeframes, milestones and names of vendor staff members who may be responsible for each task. Each task listed in the IWP should include a description of the activity, a scheduled start date and a scheduled completion date.*

*The types of tasks to be described in the IWP should include, but not be limited to, the following:*

- 1. Acquisition of office space, furniture and telecommunications equipment; computer equipment, including software; and installation of utilities*
- 2. Hiring and training of central office staff, call center staff and all other vendor staff*
- 3. Recruitment and contracting of NEMT providers*
- 4. Verification that NEMT provider vehicles meet vendor standards, including inspection and certification requirements*
- 5. Verification that drivers meet Contract standards*
- 6. Testing of daily operational requirements, including, but not limited to; call center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to The Bureau's Readiness Review*
- 7. Installation of trip scheduling, reservation, and dispatch systems*

8. *Member, NEMT provider and medical provider education*
9. *Development of required deliverables, including reports, Operations Procedure Manual, NEMT Provider Manual, eligibility file requirement, utilization data submission procedures, Quality Assurance Plan (as described in Section II of Appendix 2), and Business Continuity and Disaster Recovery Plan (as described in Section V of Appendix 2).*

An Implementation Work Plan (IWP) that will be maintained throughout the implementation period is provided on the following pages. The IWP details how our Implementation Team will satisfy all work to be performed, upon contract award, in a logical sequence, in a timely manner, and with an efficient use of our resources. As the incumbent in West Virginia, LogistiCare is confident of our ability to provide the Bureau with an extremely efficient implementation that will require considerably less time than other brokers. For that reason, we are supplying the Bureau with a 60-day rather than 90-day IWP. A final IPW will be submitted electronically and in hard copy to the Bureau no later than fourteen (14) calendar days after the date of Contract award.

TASK NAME	TASK LEAD	START	FINISH
<b>60 DAY IMPLEMENTATION PLAN</b>		<b>Mon 6/22/20</b>	<b>Sat 8/22/20</b>
Estimated Notification of Award	BMS	Thurs 5/21/20	Thu 5/21/20
<b>IMPLEMENTATION PLAN for 8/22/20 Go-Live</b>		<b>Mon 6/22/20</b>	<b>Sat 8/22/20</b>
<b>LGTC/Client Project Kickoff</b>		<b>Mon 6/22/20</b>	<b>Fri 6/26/20</b>
Project Kick-off Meeting (face-to-face onsite at Client)	Ann Bourne	Mon 6/22/20	Mon 6/22/20
<b>Final Implementation Plan</b>		<b>Fri 5/22/20</b>	<b>Thu 6/4/20</b>
Draft Final Implementation Plan	Ann Bourne	Fri 5/22/20	Thu 5/28/20
Submit Draft to the Bureau Electronically and Hardcopy	Ann Bourne	Thurs 6/4/20	Thu 6/4/20
First Team Implementation Conference Call	Ann Bourne	Mon 5/25/20	Fri 5/29/20
Schedule and Conduct Weekly Status Meetings	Ann Bourne	Mon 6/1/20	Fri 8/14/20
Complete Communication Plan	Ann Bourne	Mon 6/1/20	Fri 6/5/20
Verify Member Eligibility File Schedule and Rider Types	Jon Gerson	Mon 6/1/20	Fri 6/5/20
Verify Encounter Export	Jon Gerson	Mon 6/1/20	Fri 6/5/20
<b>Charleston-Area Call Center</b>		<b>Mon 6/22/20</b>	<b>Fri 6/26/20</b>
Provide Proof of Required Call Center Location to BMS	Crystal Richardson	Mon 6/22/20	Mon 6/22/20
Verify current furniture and equipment meet needs and requirements of program	DeAndre House	Mon 6/22/20	Fri 6/26/20
<b>IT</b>		<b>Mon 6/22/20</b>	<b>Thu 8/20/20</b>
Verify Current Broker Client Set Up meets needs and requirements of program	Jon Gerson	Mon 6/22/20	Mon 7/20/20
Load any new facilities into system	Jon Gerson	Mon 6/22/20	Thu 8/20/20
<b>Website Development</b>		<b>Mon 6/22/20</b>	<b>Mon 7/20/20</b>
Review current websites and portals with BMS for any needed revisions if new programs are added (ODCP/BBH initiatives, including Jobs & Hope Program)	Jon Gerson	Mon 6/22/20	Mon 7/6/20
Make changes to websites as agreed upon with client	Jon Gerson	Tues 7/7/20	Thu 8/2/20

<b>Eligibility File</b>		<b>Mon 7/20/20</b>	<b>Thu 8/6/20</b>
Test Eligibility File Received	Jon Gerson	Mon 7/27/20	Fri 7/31/20
Resolve Eligibility File Process	Jon Gerson	Mon 8/3/20	Thu 8/6/20
<b>Technology &amp; Telephony</b>		<b>Mon 7/20/20</b>	<b>Fri 8/7/20</b>
Verify Efficacy of Telephony Systems	Jon Gerson	Mon 7/20/20	Fri 7/24/20
Telephony System Test	Jon Gerson	Mon 8/3/20	Thu 8/6/20
Onsite Client Readiness Review	Crystal Richardson	Fri 8/7/20	Fri 8/7/20
<b>Staff Hiring &amp; Training</b>		<b>Mon 6/22/20</b>	<b>Fri 8/20/20</b>
Review Current Staffing Plan	Crystal Richardson	Mon 6/22/20	Fri 6/26/20
Source, Screen, and Hire Local Additional Staff as needed	Clark Phipps	Mon 7/6/20	Fri 7/31/20
Conduct Onsite Training	Matthew Griffith	Mon 8/3/20	Wed 8/20/20
<b>Outreach to Transportation Providers (Network)</b>		<b>Mon 6/22/20</b>	<b>Fri 8/7/20</b>
Continue to Recruit Transportation Providers as needed	Carla Corona	Mon 6/22/20	Fri 8/7/20
Collect Driver/Vehicle Credentialing Documentation	Carla Corona	Mon 6/22/20	Fri 8/7/20
Perform Vehicle Inspections	Carla Corona	Mon 6/22/20	Fri 8/7/20
Collect and Submit New Provider Contracts to Corporate	Carla Corona	Mon 6/22/20	Fri 8/7/20
Enter Provider Rates and Geography into System	Carla Corona	Mon 6/22/20	Fri 8/7/20
Conduct Provider Training	Carla Corona	Mon 6/22/20	Fri 8/7/20
Test Dispatch and Communications with Driver/Providers	Carla Corona	Mon 6/22/20	Fri 8/7/20
<b>Outreach and Education</b>		<b>Mon 6/22/20</b>	<b>Tues 7/21/20</b>
<b>Education and Training Plan</b>		<b>Mon 6/22/20</b>	<b>Fri 8/7/20</b>
Submit Draft to the Bureau for Approval	Edrienne Calugay	Tues 7/21/20	Tue 7/21/20
Review and update current list of dialysis, hospitals, CTCs, and nursing homes	Edrienne Calugay	Mon 6/22/20	Fri 8/7/20
Develop coverage plan for contacting facilities	Edrienne Calugay	Mon 6/22/20	Fri 6/26/20
Mail Written Notification of Award to Facilities and Members	Edrienne Calugay	Mon 6/22/20	Fri 7/24/20
Conduct Facility site visits for Introduction and Training	Edrienne Calugay	Mon 6/22/20	Fri 8/7/20
Enter New Standing Orders Obtained from Facilities into transportation management platform	Edrienne Calugay	Mon 6/22/20	Fri 8/7/20
<b>Deliverables and Reporting Package</b>		<b>Thurs 6/4/20</b>	<b>Tue 7/21/20</b>
<b>Submit Deliverables for Review and Approval</b>		<b>Thurs 6/4/20</b>	<b>Tue 7/21/20</b>
Turnover Plan	Ann Bourne	Thurs 6/4/20	Thu 6/4/20
Final Implementation Work Plan	Ann Bourne	Thurs 6/4/20	Thu 6/4/20
NEMT Provider Network and Geographic Coverage Report	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
Adverse Conditions Plan	Crystal Richardson	Fri 8/7/20	Fri 8/7/20
Post Transportation Authorization Policy	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
Denial Letter and Criteria	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
Validation Plan	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
Vehicle Inspection Plan	Carla Corona	Tues 7/21/20	Tue 7/21/20
NEMT Provider Monitoring Plan	Carla Corona	Tues 7/21/20	Tue 7/21/20
Provider Manual	Carla Corona	Tues 7/21/20	Tue 7/21/20



Provider Training and Education Plan	Carla Corona	Tues 7/21/20	Tue 7/21/20
Member Outreach and Education Plan	Edrienne Calugay	Tues 7/21/20	Tue 7/21/20
Operations Procedures Manual	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
Complaints Policies and Procedures Manual	Chelsie Jones	Tues 7/21/20	Tue 7/21/20
Quality Assurance Plan	Chelsie Jones	Tues 7/21/20	Tue 7/21/20
Business Continuity and Disaster Recovery Plan	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
Reporting Package Samples and Delivery Process	Crystal Richardson	Tues 7/21/20	Tue 7/21/20
<b>Readiness Review with Client</b>		<b>Tues 7/21/20</b>	<b>Fri 8/7/20</b>
Submit Operational Readiness Review Deliverables	Ann Bourne	Tues 7/21/20	Tue 7/21/20
Operational Readiness Review	Ann Bourne	Fri 8/7/20	Fri 8/7/20
<b>Call Center Implementation</b>		<b>Fri 8/7/20</b>	<b>Fri 8/21/20</b>
Call Taking Start - Soft Go Live	DeAndre House	Fri 8/7/20	Fri 8/21/20
<b>Official Go Live Date, Including Transportation</b>	<b>Implementation and Operations Teams</b>	<b>Sat 8/22/20</b>	<b>Sat 8/22/20</b>
Schedule and Conduct recurring startup meetings	Ann Bourne, Crystal Richardson	Mon 8/24/20	Mon 9/21/20
Schedule and Conduct Post Implementation Internal Review	Ann Bourne, Crystal Richardson	Mon 9/21/20	Fri 9/25/20
Schedule and Conduct Post Implementation Meetings with Client	Ann Bourne, Crystal Richardson	Mon 9/21/20	Fri 9/25/20



## II. Quality Assurance Plan

*At least thirty (30) calendar days prior to the operations start date, the vendor should submit a final Quality Assurance Plan to The Bureau for its review and approval. The Quality Assurance Plan (QAP) should include at least the following:*

- 1. The vendor's procedures for certification that all NEMT Services paid for are properly authorized and actually rendered;*
- 2. The vendor's plan to develop safeguards against fraud, waste, or abuse by NEMT providers, medical providers, Medicaid Recipients and vendor staff and fulfill The Bureau reporting requirements regarding such activity, as described in Appendix 3 of this RFP;*
- 3. The vendor's agreement to indemnify The Bureau against any causes of actions or claims of payment brought by NEMT providers or Medicaid Recipients;*
- 4. The vendor's plan to ensure that NEMT providers meet standards for vehicle maintenance, operation, and inspection; driver qualifications and training; complaint resolution; and delivery of courteous, safe and timely NEMT Services;*
- 5. The vendor's plan for Quality Control in the vendor's call center as described in Section XI in Appendix 1*

*The vendor should not begin operations without a Bureau approved OAP. The Bureau reserves the right to make quality assurance reviews on services provided by the vendor under the Contract anonymously and without advance notice.*

Throughout our partnership with the Bureau, LogistiCare has established and maintained an ongoing Quality Assurance Plan (QAP) that we follow for the West Virginia NEMT Program. We will customize this plan to the RFP requirements (and the approved Contract and Statement of Work) and submit a final, completed draft to the Bureau for review and approval at least 30 calendar days prior to the new contract's operations start date. Our QAP will include, but will not be limited to, the following elements:

- LogistiCare's procedures for certification that all NEMT services paid for are properly authorized and actually rendered.
- Our plans for safeguarding against fraud, waste, abuse, and misuse by NEMT Providers, medical providers, Medicaid recipients, and program staff and how we will fulfill the Bureau's reporting requirements regarding these activities, as described in RFP Appendix 3.
- LogistiCare's agreement to indemnify the Bureau against any causes of actions or claims of payment brought by NEMT Providers or Medicaid recipients.
- Our credentialing plan that confirms all NEMT Providers meet local, state, and federal standards for maintenance, operation, and inspection; driver qualifications and training; our complaint resolution process; and monitoring procedures that assure courteous, safe, and timely NEMT services.
- LogistiCare's plan for call center quality control, as described in Section XI in Appendix 1.

We will not begin operations under the new contract without a Bureau-approved QAP. We acknowledge and support the Bureau's right to make quality assurance reviews on services provided by LogistiCare under the contract anonymously and without advance notice.

### LogistiCare's Commitment to Quality

The responsibility for quality resides with every LogistiCare employee, and quality is an attribute of every task we complete. Our focus on performance excellence begins with a strong and visible commitment from corporate management — which extends to our local operations centers. We have relationships in place with



designated accountabilities, clearly organized processes, and a quality structure that involves all areas of our company.

LogistiCare's policies, procedures, and execution have been tested and certified to deliver quality healthcare transportation as evidenced through our enterprise-wide certification by the Utilization Review Accreditation Commission (URAC). This certification proves we meet national standards for quality, accountability, member protection, and more. We are the only NEMT broker with URAC certified local operations as well as corporate office accreditation.



**CISION PR Newswire**

*"LogistiCare, the nation's largest non-emergency medical transportation (NEMT) manager, earns the healthcare industry's symbol of excellence for service quality —URAC CORE Accreditation—for all 24 of its locations. URAC is the independent leader in promoting healthcare quality through accreditation, certification and measurement. LogistiCare remains the first and only NEMT company to meet the organization's stringent standards for operational integrity, consumer protection, patient engagement and better outcomes across headquarters and every operation, IT and claims center."*

For the Bureau, this certification translates into quality program management, consistent adherence to all requirements, and a high level of confidence from the Centers for Medicare and Medicaid Services (CMS).

#### Our Quality Assurance Plan for the West Virginia NEMT Program

As an organization experienced with implementing Quality Assurance Plans (QAP) across the country, we have leveraged our experience and lessons learned to customize and maintain an ongoing QAP for our West Virginia operations to deliver high quality NEMT services across the state. LogistiCare bases our quality goals on the Bureau's expectations and meaningful improvements. We will continue working closely with the Bureau to focus on each functional service delivery area, and to implement quality assurance procedures based on proactive measures.

Our QAP addresses West Virginia-specific quality goals and procedures. The plan is structured to guide our operations team toward meeting and exceeding the Bureau's expectations and this RFP's requirements, and driving high quality services through the following fundamentals:

- Achieving high stakeholder satisfaction
- Removing barriers to service for members
- Providing consistently reliable call center accessibility
- Monitoring call center services to confirm excellent customer care
- Monitoring NEMT Providers' drivers, vehicles, safety, and customer service
- Responding to complaints in a timely, satisfactory manner and analyzing any service issues for proactive resolutions

- Delivering ongoing education to all stakeholders
- Enabling straightforward access to our local management team as needed, and via regular standard meetings
- Generating accurate, timely reports

To guide operations in achieving these expectations and requirements, our QAP is structured as follows:

▶ **Empowering LogistiCare Employees**

- Policies and Procedures
- Employee Training
- Cultural Awareness

▶ **High Performing Operation Centers**

- Service Level Requirements
- Ride Assignment
- Ride Monitoring and Compliance
- Transportation Network Capacity
- Member Experience Team (Case Management)
- Credentialing
- Claims Processing
- Client Reporting

▶ **NEMT Program Integrity and Efficiency**

- Quality Assurance Monitoring
- Operational Assessments
- URAC Accreditation
- Complaint Management
- Appeals and Fair Hearings
- Fraud, Waste, Abuse, and Misuse Monitoring

▶ **Communication with Our Stakeholders**

- Meetings
- Performance Reports

▶ **Transportation Provider Credentialing and Monitoring**

- Monitoring Compliance with Transportation Service Standards

### III. Operational Readiness Review

Approximately two (2) weeks prior to the operations start date, the vendor should expect that The Bureau may conduct an operational readiness review of the vendor, after which The Bureau may approve the vendor for implementation. The vendor should receive written Bureau approval of all submission and demonstration requirements prior to the operations start date.

#### A. Readiness Review Deliverables

At least thirty (30) calendar days prior to the operational readiness review, the vendor should submit the following deliverables for Bureau review and approval to ensure that each process or item fully and consistently meets The Bureau's requirements.

1. The vendor's data systems (as described in Appendix 2, Section IV);
2. The vendor's information systems screen prints and logic;
3. The vendor's brokerage process, including authorization, scheduling, dispatch, coordination, management, generation of denial letters, and reimbursement process;
4. The vendor's NEMT Provider Network and Geographic Coverage Report (as described in Appendix 1, Section II (D));
5. Proof of the vendor's NEMT provider network sufficiency;
6. The vendor's Adverse Conditions Plan (as described in Appendix 1, Section IV (D));
7. The vendor's Post-Transportation Authorization of NEMT Services Policy (as described in Appendix 1, Section IV (F));
8. The vendor's NEMT Service denial criteria and service denial letter (as described in Appendix 1, Section V (A, #2));
9. The vendor's Validation Policy (as described in Appendix 1, Section VII);
10. The vendor's Vehicle Inspection Plan (as described in Appendix 1, Section IX (C));
11. Proof of compliance with vehicle and driver requirements;
12. The vendor's NEMT Provider Monitoring Plan (as described in Appendix 1, Section X (E));
13. The vendor's final NEMT Provider Manual (as described in Appendix 1, Section XII (A));
14. The vendor's NEMT Provider and Provider Training and Education Plan (as described in Appendix 1, Section XII (B));
15. The vendor's final member Outreach and Education Plan (as described in Appendix 1, Section XII (C));
16. Verification that education of Medicaid Recipients, NEMT providers, providers, and other agencies occurred (as described in Appendix 1, Section XII);
17. The vendor's Operations Procedures Manual (as described in Appendix 1, Section XIII);
18. The vendor's final Complaint Policies and Procedures Manual (as described in Appendix 1 Section XIV);
19. The vendor's Quality Assurance Plan (as described in Appendix 2, Section 11);
20. The vendor's Business Continuity Plan and Disaster Recovery Plan (as described in Appendix 2, Section V); and
21. The vendor's reporting capabilities, including the ability to produce The Bureau -Specific reports (as described in Appendix 3).

As the current NEMT broker for the West Virginia Medicaid program, LogistiCare has a full understanding of the scope of work and what is required to successfully complete the operational readiness review. We will refine operations deliverables to meet the unique requirements of the new contract. At least thirty (30)

calendar days before the review is scheduled to commence for the new contract period, LogistiCare's Implementation Project Manager, with the assistance of the implementation project team, will provide the operational policies, plans and manuals required for the readiness review. Materials will not be used nor will operations begin without the Bureau's written approval of the following deliverables.

LogistiCare agrees to submit draft of the following deliverables for review and approval at least 30 days before operational readiness review	
Deliverable	Agree to Provide (X)
Data systems as described in Appendix 2, Section IV	X
Information systems screen prints and logic	X
Brokerage process, including authorization, scheduling, dispatch, coordination, management, generation of denial letters, and reimbursement process	X
NEMT Provider Network and Geographic Coverage Report (as described in Appendix 1, Section II (D))	X
Proof of NEMT Provider network sufficiency	X
Adverse Conditions Plan (as described in Appendix 1, Section IV (D))	X
Post-Transportation Authorization of NEMT Services Policy (as described in Appendix 1, Section IV (F))	X
NEMT Service denial criteria and service denial letter (as described in Appendix 1, Section V (A, #2))	X
Validation Policy (as described in Appendix 1, Section VII)	X
Vehicle Inspection Plan (as described in Appendix 1, Section IX (C))	X
Proof of compliance with vehicle and driver requirements	X
NEMT Provider Monitoring Plan (as described in Appendix 1, Section X (E))	X
Final NEMT Provider Manual (as described in Appendix 1, Section XII (A))	X
NEMT Provider and Provider Training and Education Plan (as described in Appendix 1, Section XII (B))	X
Final Member Outreach and Education Plan (as described in Appendix 1, Section XII (C))	X
Verification that education of Medicaid Recipients, NEMT Providers, Providers, and other agencies occurred (as described in Appendix 1, Section XII)	X
Operations Procedures Manual (as described in Appendix 1, Section XIII)	X
Complaint Policies and Procedures Manual (as described in Appendix 1 Section XIV)	X
Quality Assurance Plan (as described in Appendix 2, Section II)	X
Business Continuity Plan and Disaster Recovery Plan (as described in Appendix 2, Section V)	X
Reporting capabilities, including ability to produce Bureau-specific reports (as described in Appendix 3)	X



## B. Call Center Readiness Requirements

*As part of the readiness review, the vendor should demonstrate to The Bureau that the vendor's call center meets all contract requirements, including reporting capabilities. The vendor's data system should meet and/or demonstrate compliance with all contract requirements, including the following:*

- 1. The vendor's data collection;*
- 2. The vendor's method by which member information is recovered by the vendor and displayed on screens used by call center staff at their workstations;*
- 3. The vendor's method by which The Bureau overrides and/or special instructions should be displayed on screens;*
- 4. The vendor's ability to determine member eligibility;*
- 5. The vendor's ability to produce denial letters to Medicaid Recipients, NEMT providers, and medical providers, as appropriate;*
- 6. The vendor's functionality of the web-based inquiry system for NEMT providers;*
- 7. The vendor's quality control procedures and edits;*
- 8. The vendor's reporting capabilities, including the ability to produce The Bureau -specific reports (see call center reporting described in Appendix 3);*
- 9. The vendor's staff is appropriately trained; and*
- 10. The vendor's staff is sufficient to meet the timeliness and telephone system requirements (as described in Appendix 1, Section XI (H)).*

LogistiCare's call center, reporting capabilities, and data system currently meet or exceed the Bureau's contract requirements. Prior to the start of the new contract, we will demonstrate our continued compliance with the Bureau's contracted terms, and our ability to meet any new program requirements. At a minimum, we will demonstrate our compliance with the following requirements during the call center readiness review:

LogistiCare agrees to demonstrate compliance with the following call center contract requirements during the readiness review	
Requirement	Agree to Demonstrate (X)
Data collection	X
Method by which member information is recovered by the vendor and displayed on screens used by call center staff at their workstations	X
Method by which The Bureau overrides and/or special instructions should be displayed on screens	X
Ability to determine member eligibility	X
Ability to produce denial letters to Medicaid Recipients, NEMT providers, and medical providers, as appropriate	X
Functionality of the web-based inquiry system for NEMT providers	X
Quality control procedures and edits	X
Reporting capabilities, including the ability to produce Bureau-specific reports (as described in Appendix 3)	X

Staff is appropriately trained	X
Staff is sufficient to meet the timeliness and telephone system requirements (as described in Appendix 1, Section XI (H)).	X

## C. Remediation and Start-Up

*The vendor should have an opportunity to make corrections (if necessary, as determined by The Bureau) prior to Operations start date and may be required, upon request of The Bureau, to submit documentation to The Bureau verifying that corrections have been made. Two (2) weeks prior to the scheduled operations start date, the vendor should begin taking calls for requests for NEMT Services that are scheduled to be provided on or after the scheduled operation start date.*

If, during the readiness review, the Bureau determines LogistiCare is not compliant with any of the contract requirements, we will make the appropriate corrections prior to the operations start date and submit documentation verifying the corrections to the Bureau. LogistiCare will continue taking calls for NEMT requests during the readiness review process and implement any Bureau-approved changes to the call script or call center processes two (2) weeks before the new contract's operations start date.

## IV. Data Systems Requirements

### A. Eligibility Verification

*Each week, the vendor should expect The Bureau to provide the vendor with member and provider extract files. The member extract file should contain eligibility information for all persons enrolled in the Medicaid Program who are eligible to receive NEMT benefits. The provider extract file should contain eligibility information for all providers enrolled in the WV Medicaid program. The vendor should upload the weekly member and provider extract files within two (2) business days after receipt. The vendor should expect The Bureau to identify a contact person in situations where eligibility needs additional verification or information.*

*In addition, the vendor should expect The Bureau to provide the vendor with limited access to the West Virginia Medicaid Management Information System (MMIS) Automated Voice Response System (AVRS) and/or electronic system to verify member eligibility as needed for eligibility changes made between extract files.*

Within two (2) business days of receiving weekly member and provider extract files from the Bureau, we upload the data into our system to make certain operations personnel have access to the most up-to-date information. If we are unable to locate a member or provider's eligibility information between extract files, we access MMIS, AVRS, or other electronic systems to verify member eligibility or connect with the Bureau's point of contact to gather additional eligibility verification or information.

Our CSRs are able to manually enter eligibility information received between extract files into our transportation management platform; once entered, the system automatically reconciles the information with the data we receive from the Bureau during subsequent uploads.

### B. Data Capture

*The vendor should capture and retain data used to administer the NEMT Brokerage Program. The data captured and retained should be sufficient to meet Contract requirements, including reporting requirements.*

*The vendor should have the capability to manually enter eligibility data for Medicaid Recipients, including name and member ID number. The vendor should be capable of reconciling the information entered manually against the weekly member eligibility extract file to ensure that the information in vendor's system is accurate.*

When implementing the current contract, LogistiCare's corporate IT Department deployed our proprietary transportation management platform that captures and retains data sufficient to administer the Bureau's NEMT brokerage program in compliance with our contracted requirements, including the delivery of the standardized reports listed in Appendix 3. The transportation management platform houses our member database, which is used for eligibility verifications. With every upload of member eligibility extract files, the system reconciles the data contained against the updated data received from the Bureau to assure we have the most current information on hand when responding to transportation requests.

If we do not receive eligibility data for a new Medicaid member during the weekly extract file upload, our CSRs can manually enter the member's name, Medicaid ID number, and any other eligibility data attained from the MMIS, AVRS, and/or electronic system into our transportation management platform. Our platform then reconciles the data manually entered against the weekly member eligibility extract file to ensure information stored within our system is accurate.

### C. Encounter Data

*The vendor should provide The Bureau with a monthly aggregate file of detailed encounter data on each trip made on behalf of Medicaid Recipients. The transactions are to comply with "HIPAA Rules", meaning the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 (<https://www.gpo.gov/fdsys/pkg/CFR-2011-title45->*

[vol1/pdf/CFR-2011-title45-vo11- part160.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol1/pdf/CFR-2011-title45-vol1-part160.pdf)) and Part 164 ([https://www.gpo.gov/fdsys/pkg/CFR-2011- title45-vo11/pdf/CFR-2011-title45-vol1- part164.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol1/pdf/CFR-2011-title45-vol1- part164.pdf)) and state code/policies referenced in Appendix 1, Section 1, of the RFP.

The file should contain, but not be limited to, the following data elements:

1. Member Medicaid ID number;
2. Member name;
3. Date of service;
4. NEMT Service type;
5. Cost of service; and
6. Number of units provided.

The vendor should submit the monthly aggregate file and a summary report to be used for reconciliation purposes to The Bureau by the 15th of the following month. The summary report should balance the detailed aggregate file.

LogistiCare aggregates data maintained in our transportation management platform to produce a detailed monthly encounter file for submission to the Bureau. Each file includes: the member's Medicaid ID number, name, date of service, NEMT service type, cost of service, and the number of units provided. Prior to submission to the Bureau, we assure the summary report balances with the detailed aggregate file. The graphic below details our standard encounter process.



All transactions comply with the HIPAA Rules (including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 [<https://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol1/pdf/CFR-2011-title45-vol1- part160.pdf>] and Part 164 [[https://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol1-part164.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol1/pdf/CFR-2011-title45-vol1-part164.pdf)]) and the state codes/policies referenced in Appendix 1, Section 1 of this RFP.

With every exchange, we will continue to return a summary report to the Bureau with the records processed, new records activated, records inactivated, and total active members. If any questions or concerns arise after summary review, LogistiCare's IT team will work directly with the Bureau to achieve a timely resolution.

## D. Audit

The vendor should provide The Bureau or their designee and federal personnel access to the vendor's systems, source code, and facilities to conduct audits and inspections. The Vendor will provide access to data, systems, and

*documentation required by auditors and inspectors. Access should include, but not be limited to, all equipment, systems, and communications software necessary for The Bureau to obtain utilization information.*

*The vendor should use accurate and reliable software to calculate mileage. The vendor should be responsible for the accuracy of the calculation and should represent such in audit or legal proceedings.*

The Bureau, their designee, and federal personnel will have access to LogistiCare's systems, source code, and facilities to conduct audits and inspections. LogistiCare's operations team will ensure auditors and inspectors have access to relevant data, systems, and documentation within our equipment, systems, communications software necessary for the Bureau to obtain utilization information.

Our platform uses sophisticated geocoding to calculate trip mileage for increased accuracy and reliability. The data is up-to-date and uses third-party sources such as Google Maps and the USPS licensed data that is CASS standardized. We have confidence in the data calculated and will represent such in audit or legal proceedings.

## E. Web-Based Inquiry System

*The vendor should establish and maintain a secure, web-based inquiry system for NEMT providers to access NEMT Services trip authorization information. This system should provide access to the current status of all trip requests. The vendor should provide technical assistance and training to NEMT providers regarding use of the web-based inquiry system. The vendor's web-based inquiry system should comply with the following:*

- 1. The web-based inquiry system should conform to the security and privacy policies and standards set by the organization consistent with 45 CFR §155.260(b); define security and privacy roles and responsibilities (<https://www.gpo.gov/fdsys/pkg/CFR-2014-title45-vol1/pdf/CFR-2014-title45-vol1-sec155-260.pdf>) and state code/policies referenced in Appendix 1, Section 1, of the RFP. Web-based screens are to conform to the requirements for readability set forth in the Americans with Disabilities Act (ADA)*
- 2. The screens are to provide the following information.*
  - a. Summary of trips for a date range;*
  - b. Summary of trips by a member for a date range; and*
  - c. Details of trips by request tracking number.*

NEMT Providers in LogistiCare's network have access to a secure, web-based portal that allows authorized users to access trip authorization information and view the status of all trip requests. In accordance with the standards set forth by 45 CFR §155.260(b), the portal is ADA and HIPAA-compliant, and requires authentication to enter. Information provided on the portal is related to the user's role and responsibilities to protect personally identifiable information with reasonable operational, administrative, and technological safeguards.

Users authorized by LogistiCare can use the portal to view a summary of trips for a date range; a summary of trips by a member for a date range; and, details of trips by request tracking number. Providers are trained to use the system during their initial orientation session and provided one-on-one support during quarterly meetings with our Provider Relations team. If additional assistance is needed, NEMT Providers can use our downloadable training guide or contact our toll-free line for real-time support.



## V. Business Continuity and Disaster Recovery Plan

*The vendor's Proposal should include a Business Continuity and Disaster Recovery Plan that details the steps the vendor should take to enable the vendor to continue to meet all requirements of the Contract in the event of a failure of The Bureau's or the vendor's data, communication or technical support systems. The plan should include a process for back-up of the vendor's data systems, phones, and electronic media records in an appropriate location that is protected against fire, theft or disaster. The vendor should ensure that its back-up system minimizes the potential for loss of data.*

*At least thirty (30) calendar days prior to the operations start date, the vendor should submit a final Business Continuity and Disaster Recovery Plan to The Bureau for review and approval. The vendor should not begin operations without a Bureau approved Business Continuity and Disaster Recovery Plan. The vendor should review and update the Business Continuity Plan and Disaster Recovery Plan at least annually.*

Throughout our partnership with the Bureau, LogistiCare has established and maintained a Bureau-approved plan that details the processes to maintain program functions during inclement weather conditions, evacuations, and other emergency conditions. We have provided copies of our Bureau-approved Business Continuity and Disaster Recovery (BC/DR) Plan in **Attachment 7**.

Under the new contract, LogistiCare will update and provide a final Business Continuity and Disaster Recovery (BC/DR) Plan to the Bureau for review and approval at least 30 days prior to the new contract's operations start date. We will not begin operations under the new contract without a Bureau-approved plan that details the steps we will take to continue meeting all contract requirements in the event of a failure of data, communications, or technical support systems.

To meet recognized industry standards for security and disaster recovery, LogistiCare created a BC/DR organizational structure to facilitate regular maintenance and chain of command management for our company's BC/DR plan. This plan is overseen by the Business Continuity Team Leader, who manages three teams, including IT, Production Recovery, and Support teams. The BC Team Leader works in conjunction with the Emergency Response Team to mitigate harm, as mandated by the HIPAA Security Rule and formed under our HIPAA Policies and Procedures Manual. In the event of the occurrence of any scenario, the BC Team Leader will lead the appropriate team(s) in communication and facilitation of the relevant recovery plan.

### Procedures to Maintain Business Continuity

Following is a high-level summary of how we maintain business continuity during a disaster:

LOGISTICARE DISASTER PLANNING CHART	
Failure / Emergency	Backup Plan
Phone system failure or data line failure at center or remote office	Duplicate systems and data lines take over. If those fail, phone calls are re-routed to another center or office. Service technicians are dispatched. Users in a remote center or office handle calls until the phone system or data line is repaired. Users access applications directly or via Citrix.
Weather emergency or emergency requiring a center or office to be shut down temporarily	Remote employees log into West Virginia's phone system to take calls. Users access applications directly via highly available Citrix systems hosted in hardened network operations centers.

LOGISTICARE DISASTER PLANNING CHART	
Failure / Emergency	Backup Plan
Power failure at center or remote office	All PCs and local hardware are protected by UPSs. Employees at offices without generators will start powering down hardware while calls are re-routed to another location until power is restored.
Call center or remote office is lost due to fire or other disaster	Phone calls are re-routed to another center or office. Work is taken over by employees in alternate locations until a new office is opened. Users access applications directly or via Citrix.
Server failure	Mission critical servers are configured to fail to a secondary stand-by, or in the event of cluster failure to the alternate data center.
Hard drive failure	All the mission-critical systems are built on high-availability, fault tolerant storage systems.
Complete cluster failure or loss of data (Should never happen)	The systems fail over to our secondary data center. If that does not work, data is restored from backup tapes to a set of "hot" servers. Transaction logs are applied to bring data back to where it was close to the time of the failure.
Fire	Fire suppression system should stop the fire. All mission critical systems are supported by our secondary data center. Backups go to a remote data center.

For more details, see our Disaster Recovery Plan in **Attachment 7**.

### Safeguarding Continuity of Services for Members

Continuity of services and access for critical-needs patients remains LogistiCare's top priority in any disaster recovery situation. Our well-defined and documented BC/DR plan details service management continuance in a serious catastrophic event (emergency, terrorism, power failure, weather conditions, loss of phone systems, etc.). The plan presents a systematic, yet flexible response to a broad variety of potential scenarios. Our plan will be based on policies, procedures, and service level requirements that reflect LogistiCare's best practices to meet all Bureau requirements, including training and staffing issues.

Our BC/DR plan will cover the following scenarios:

- Situations threatening to the lives of persons servicing our local facilities;
- The initial declaration of an emergency situation;
- Widespread catastrophic events, such as a hurricane or pandemic epidemic;
- Local catastrophes, such as a facility fire, earthquake, radiation leak, or chemical spill;
- Widespread major event, such as flood, power outage, blizzard, ice storm, or act of terrorism;
- Local major event, such as flood, tornado, or telecommunications interruption; and
- Minor events, such as small fire, electrical problems, or inclement weather.

## Protected Backup of Data Systems, Phones, and Electronic Media Records

Our backup process is frequent and thorough and includes daily backups, alternative power sources, physically and digitally secure locations, and redundant design. In fact, we use the same platform across all LogistiCare operations, which enables data back-up service at a moment's notice and facilitates fast and contractually compliant performance with consistent application of Bureau rules.

In addition, hardcopy documents, or an exact duplicate converted to another form (e.g., scanned, computer image, microfiche), are stored at a secure off-site facility.

### Hardware Backup

All LogistiCare systems, whether they are individual workstations or servers, are attached to a battery backup. This provides for an orderly shutdown of any systems in preparation for disaster recovery operations, or the continuous operation of systems in the event of a temporary interruption of power. Surge protectors further protect our systems from power spikes that could damage them over time. We also maintain redundancy on all critical systems.

### Customer Call Center Backup

The Avaya telephony system also provides data redundancy to protect against loss if primary operations experience an issue. The system caches data during maintenance, upgrades, or events resulting in downtime. This built-in redundancy is managed by staff nationwide that receives the necessary cross training and support to cover any potential primary system downtime. This capacity safeguards that members will continue to receive the vital services they require.

In the event of any threatened interruption of phone service, one of our many call centers, primarily Norton, Virginia will serve as a rollover site for the West Virginia NEMT program. The site has its own diesel-powered generator, which can run indefinitely. Our CSRs in Norton are thoroughly trained and familiar with the Bureau's program rules and will continue to conduct scripted interviews during the reservation process to match each member to the least costly, most appropriate level or mode of transportation to a Medicaid-covered service. These established procedures for physical rollover of phone service and our daily business processes allow a quick and smooth transition of operations from one call center to another so no local problem can hinder our ability to provide services to members.

In total, we maintain 18 call centers across the nation that can also help manage the needs of the Bureau's members. Through our cloud-based phone system, we can shift calls and data processing among different facilities should the need arise due to some unforeseen disaster situation. Furthermore, our platform minimizes potential mistakes because the Bureau's program rules are configured in the system and the platform will guide the CSRs through each activity, regardless of where the CSR is located.

Our ability to share Statement of Work data and place skilled CSRs into queues to support a center in trouble is a strength that few of our competitors can mimic, and none can match.

### Transportation Operations Due to Inclement Weather

Because of our commitments to our clients and their members, LogistiCare does not close its offices during severe weather and emergency conditions. However, the obligation to provide services to our clients must be balanced with the risk of danger to our employees. LogistiCare and our staff members must be prepared

to safely operate and serve during these extraordinary times. To that end, LogistiCare provides the following resources to help guide, coach, and support our staff members, managers, and supervisors in effective planning for such situations. When predicted weather conditions have the potential to interfere with delivery of NEMT service, LogistiCare schedulers will create two sets of next-day manifests as part of our protocol for confirming continued service to the most medically fragile riders during times of severe weather and declared states of emergency.

One set of manifests will include all scheduled trips; the second set of manifests deletes all but the trips scheduled for life-sustaining treatments, with allowances for increased travel time and available time to reinstate trips at client request.

Our overriding objective is to provide for the continuation of service, if at all feasible, and to have alternate plans of action in place that will help protect the most medically challenged riders if service continuation is not possible.

Adverse weather, especially during the winter months, will not affect LogistiCare operations unless one or more of the following additional conditions occur:

- LogistiCare facilities are damaged and determined unsafe;
- Essential utilities, such as heat, telephone, and electrical service, are lost;
- Extremely hazardous travel conditions exist; or
- An official State of Emergency has been declared.

At such times, LogistiCare operates at one of three levels of service:

- **Modified:** Some delays in service may occur.
- **Limited:** Greatly modified transportation scheduling / Limited service / Delays expected (some roads/facilities could be closed) / Allowances made to schedule trips only for life-sustaining medical treatments.
- **No Transportation Service:** All transportation prohibited except for emergency vehicles, under order of the state transportation department or local government. In such cases, callers are instructed to contact 911, if appropriate.

In disaster situations – other than inclement weather – we can maintain transportation operations by shifting calls and program operations to one of our other centers until normal operations resume at the primary facility.

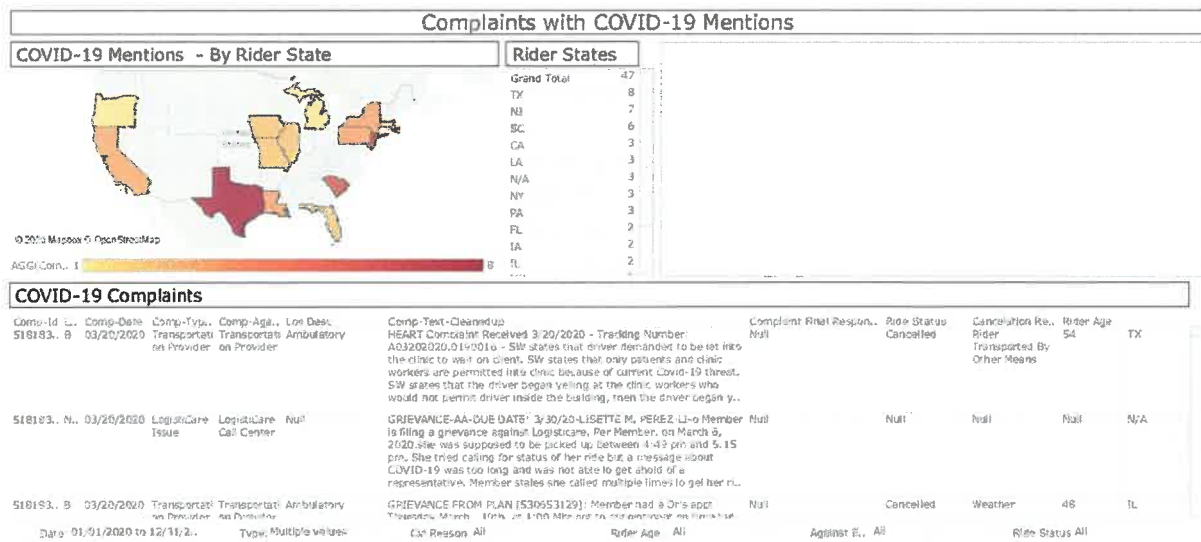
## Responding to the COVID-19 Pandemic

The Coronavirus (COVID-19) is having a dramatic impact on our society. Because we have responsibility to transport Medicaid/Medicare members in need of transportation – often to life-saving medical appointments – the safety of our team and the members we serve is of utmost importance. While we have always followed rigorous hygiene standards, adhering to the rules of the Occupational Safety and Health Administration (OSHA), the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC), LogistiCare and our network of transportation providers are taking extra steps to prevent the spread of the COVID-19 virus while ensuring appropriate coverage for those in need of transport to their medical appointments.

- We have established several COVID-19 response teams that meet several times a day to share the latest developments from federal, state and local officials.
- Our leadership team sends out frequent communications to our staff and transportation partners highlighting any new guidelines or requirements. Additionally, these communications include reminders about social distancing, hand washing, disinfecting surfaces, and not coming to work if you feel sick, or been in close contact with someone who is sick.
- We have developed specific and targeted communications for transportation drivers. Information includes general guidelines for cleaning and maintaining their vehicles and equipment after transporting a suspected or confirmed COVID-19 patient. This guidance has been modified to be applicable to non-emergency transportation vehicles from the information included in *"Cleaning EMS Transport Vehicles after Transporting a PUI or Patient with Confirmed COVID-19"* as issued by the CDC.
- We are leveraging our 18 geographically dispersed URAC-accredited call centers across the country. A benefit of our advanced telephony system is the ability to use these call centers as one global resource pool, using each center as a backup in the event of failure or crisis, such as the COVID-19 pandemic. Because all locations use the same technology and our transportation management platform is configured with each clients' business rules, all CSRs, regardless of where they are located, are able to continue to assist callers with transportation requests and other information. That means we can offer assurance that members will have access to live agents at all times, including during this crisis.
- To help us balance our operational efficiency and safeguard that we have appropriate coverage, at all times, we use a Workforce Management (WFM) tool. The software enables our WFM and Real-Time Monitoring teams to identify issues and make changes to agent schedules, reroute calls to new teams of agents or procure additional supply from less occupied staff to make sure calls are answered and member's transportation needs are met.
- Our technology also enables our staff to work from home. So, if staff are in quarantine or adhering to social distancing guidelines, they can still work and provide support and services to our clients and staff who are serving our members.

Our data analytics software allows us to closely monitor all developments; enabling us to track and visually map stakeholder concerns specifically related to the COVID-19 outbreak, as illustrated on the following graphic.





**Figure V-1. Our data analytics tools enable us to capture data, such as complaints, specifically related to the COVID-19 pandemic.**

During this crisis, or any other disaster recovery/business continuity scenario, we have learned that frequent and informative communication is critical to provide guidance as well as reassurance. Following is an example of a recent communication distributed to our transportation partners:

March 18, 2020

Dear Transportation Provider,

In an effort to continue to communicate with our Provider Network surrounding the COVID-19 pandemic we wanted to update and re-iterate what LogistiCare has been doing and share with you some best practices from across the country.

As you are aware we have established several COVID-19 response teams that meet daily in an attempt to share and include in our plans any latest developments and ensure we communicate effectively to our partners. We continue to reference the Centers for Disease Control and our local state health departments for any latest updates.

The following is an update of some of our activities and best guidance for our transportation providers. Although some of these may have already been mentioned we feel as they are important enough to repeat:

- Any employee/driver that is sick should not report to work. If an employee or driver is suspected of exposure to the coronavirus they should be testing and/or should remain self-quarantined until cleared to return to work.
- Everyone, including drivers, should take follow recommended and simple steps to prevent illness, including frequent hand washing. The following link includes the CDC "Steps to Prevent Illness" in multiple languages:  
<https://www.cdc.gov/coronavirus/2019-ncov/about/prevention.html>
- NEMT providers, excluding Ambulance providers, will not be asked to transport anyone known to have COVID-19.
- You should notify LogistiCare immediately if a driver is confirmed to have COVID-19. Likewise, we will notify you if we confirm a member you transport is confirmed to have the coronavirus.
- Members that self-identify as being at risk for potentially having COVID-19 will only be assigned to individual vehicles and excluded from multi-loaded vehicles. Keep in mind these members are responding "Yes" to any one of a series of symptoms that we encounter on a daily, i.e. fever, respiratory symptoms or coughing, but out of precaution are attempting to not multi-load with any other member.
- Sanitize your vehicles as frequently as possible. We understand you may be providing services for multiple clients/broker with various directives. Best practice is to sanitize after each ride and/or multi-load delivery.

- After discussions with medical facilities, drivers going door thru door should be minimized immediately. Many healthcare providers request that the driver not come into the facilities for fear of exposing members.
- Drivers are encouraged to use any protective measures (continuous sanitation of the vehicles, suspension of sharing trips logs and pens, face masks, gloves to assist members that require hand to hand, minimizing door through door, etc.) that would aid them in protecting our members.
- Providers and Drivers are encouraged to have and distribute face masks to members exhibiting respiratory symptoms or fever as a precaution.
- As discussed above, LogistiCare is waiving obtaining member signature in an attempt to reduce shared products (pens, tablets, logs, etc.) and ask that your drivers explain that "in lieu of signature we are asking for the driver to record the "Date of Birth". This will stay in place at a minimum through April 30<sup>th</sup> and will update you regularly.
- Ensure that you are reviewing your trip manifest early and repetitively as many medical facilities and members are submitting cancellations up to the last minute in order to minimize no-shows
- Ensure that reroutes and cancellations are submitted in a timely fashion. This will allow our system to know the additional capacity that your company is available to accept from us throughout the day.

We will continue to provide you with updates as they develop, and we extend our sincerest hope that you, your colleagues, family and loved ones remain safe.

Sincerely,



Steven Feist

Corporate Senior Vice President Transportation

## Providing Operational Stability During Turbulent Times

LogistiCare is uniquely positioned to withstand this crisis. We have invested millions of dollars in our advanced telephony system, our transportation management platform, and our disaster recovery and business continuity planning to ensure continuous operations in times like these. No other broker can match LogistiCare's size, scale, cash flow, and national presence which serves as a distinct differentiator in these uncertain times. Here are a few highlights of how our investments are helping us to mitigate operational and service delivery issues:

- All LogistiCare offices and data centers distributed across the US, including our 18 call centers, have full network and system redundancy
- Infrastructure is seamlessly able to divert calls from any contact center to another within the US
- Platform redundancy between two physically separate data centers to ensure near real time failover can occur during system disruption

- IT BCP plan which includes multiple levels of response and backup solutions to ensure the business and clients stay online
- Personnel resource increase requirements contracted to cover any required absenteeism or site closure such as during a pandemic
- Thin clients deployed to contact centers which can easily be brought to any location, including employees' homes, to securely allow services and reservation processing to continue during site closures
- Citrix storefront being utilized to securely facilitate access to internal systems over multi-factor enforced VPN from anywhere in the US
- Platform is deployed with High Availability which allows for multiple region failures with little to no impact to client services
- The IT organizations capabilities allowed to rapidly modify systems and procedures to better track and monitor business requirements such as members who may require additional precautions from being exposed to a pandemic
- The advanced testing of our BCP included solutions to rapidly cross-train employees into areas which required additional resources
- Established remote video and audio solutions allow the business to continue to operate at full strength and conduct all required services to include interviewing candidates, advance mission critical projects, and many other communications which require an in-person affect during times which meeting face to face is not possible due to a pandemic.

LogistiCare



# Acknowledgment of Addenda



**ACCREDITED**

CORE

Expires 05/01/2020



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFP BMS2000000003**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input checked="" type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

LogistiCare Solutions, LLC

Company



Authorized Signature

04/6/2020

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 — Medical

Proc Folder: 671904

Doc Description: Addendum 6-Non Emergency Medical Transportation (NEMT) & STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-27	2020-04-10 13:30:00	CRFP 0511 BMS2000000003	7

#### BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

#### VENDOR

Vendor Name, Address and Telephone Number:

LogistiCare Solutions,LLC  
1275 Peachtree St. NE  
6th Floor  
Atlanta, GA 30309  
404-888-5800

#### FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

FEIN # 58-2491253

DATE 04/6/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.06 is issued to extend the bid opening from 04/03/2020 to 04/10/2020. The bid opening remains at 1:30 pm.

**\*\*Online responses are prohibited.\*\***

No other changes.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US	PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP	0.00000			

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

**\*\*Online responses are prohibited.**

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 — Medical

Proc Folder: 671904

Doc Description: Addendum 5-Non Emergency Medical Transportation (NEMT) & STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-26	2020-04-03 13:30:00	CRFP 0511 BMS2000000003	6

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

Vendor Name, Address and Telephone Number:

LogistiCare Solutions, LLC  
1275 Peachtree St. NE  
6th Floor  
Atlanta, GA 30309  
404-888-5800

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

FEIN # 58-2491253

DATE 04/6/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.05 is issued to:

1. Responses to vendor questions attached.
2. The number of convenience copies required for bid submission has changed from seven (7) to three (3).
3. Revised Attachment A - Cost Sheet attached.
4. Attachments 2 through 8 attached.
5. Change log attached.
6. The bid opening was extended via Addendum No. 4 to 04/03/2020. The bid opening remains at 1:30 pm.

**\*\*Online responses are prohibited.\*\***

No other changes.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP				

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

**\*\*Online responses are prohibited.**

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06





Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 — Medical

Proc Folder: 671904

Doc Description: Addendum 4 Non Emergency Medical Transportation (NEMT) & STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-26	2020-04-03 13:30:00	CRFP 0511 BMS2000000003	5

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Name, Address and Telephone Number:**

LogistiCare Solutions, LLC  
1275 Peachtree Street NE  
6th Floor  
Atlanta, GA 30309  
404-888-5800

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

*Willie C. Ehl*

FEIN # 58-2491253

DATE 04/6/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No.04 is issued to:

1. Modify the bid opening date as follows:

Bid opening WAS 03/31/2020 at 1:30 PM ET

Bid opening IS NOW 04/03/2020 at 1:30 PM ET

Responses to vendor questions will be issued under separate addendum.

No other changes.

\*\*Online responses are prohibited.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304-356-4861	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BUREAU FOR MEDICAL SERVICES		BUREAU FOR MEDICAL SERVICES	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP	0.00000			

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

\*\*Online responses are prohibited.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 -- Medical

Proc Folder: 671904

Doc Description: Addendum 3 Non Emergency Medical Transportation (NEMT) & STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-23	2020-03-31 13:30:00	CRFP 0511 BMS2000000003	4

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

**Vendor Name, Address and Telephone Number:**

LogistiCare Solutions, LLC  
1275 Peachtree Street NE  
6th Floor  
Atlanta, GA 30309  
404-888-5800

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

FEIN # 58-2491253

DATE 04/6/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.03 is issued to:

1. Modify the bid opening date as follows:

Bid opening WAS 03/27/2020 at 1:30 PM ET

Bid opening IS NOW 03/31/2020 at 1:30 PM ET

Responses to vendor questions will be issued under separate addendum.

No other changes.

\*\*Online responses are prohibited.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304-356-4861	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BUREAU FOR MEDICAL SERVICES		BUREAU FOR MEDICAL SERVICES	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP	0.00000			

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

\*\*Online responses are prohibited.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 – Medical

Proc Folder: 671904

Doc Description: Addendum 2 Non Emergency Medical Transportation (NEMT) & STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-16	2020-03-27 13:30:00	CRFP 0511 BMS2000000003	3

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:

LogistiCare Solutions, LLC  
1275 Peachtree Street NE  
6th Floor  
Atlanta, GA 30309  
404-888-5800

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

FEIN # 58-2491253

DATE 04/6/2020

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:**

Addendum No.02 is issued to:

Modify the bid opening date as follows:

Bid opening WAS 03/20/2020 at 1:30 PM ET

Bid opening IS NOW 03/27/2020 at 1:30 PM ET

Responses to vendor questions will be issued under separate addendum.

No other changes.

\*\*Online responses are prohibited.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304-356-4861	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BUREAU FOR MEDICAL SERVICES		BUREAU FOR MEDICAL SERVICES	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP	0.00000			

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

\*\*Online responses are prohibited.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 – Medical

Proc Folder: 671904

Doc Description: Addendum 1 Non Emergency Medical Transportation (NEMT) & STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-04	2020-03-20 13:30:00	CRFP 0511 BMS2000000003	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Name, Address and Telephone Number:**

LogistiCare Solutions, LLC  
1275 Peachtree Street NE  
6th Floor  
Atlanta, GA 30309  
404-888-5800

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

FEIN # 58-2491253

DATE 4-6-2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.01 is issued to:

1. Publish the pre-bid sign-in sheet

No other changes.

\*\*Online responses are prohibited.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251  CHARLESTON WV25301-3709  US	PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251  CHARLESTON WV 25301-3709  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP				

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

\*\*Online responses are prohibited.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06

LogistiCare



## Required Forms



ACCREDITED

CORE

Expires 05/01/2020

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFP BMS2000000003**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

LogistiCare Solutions, LLC

Company



Authorized Signature

April 6, 2020

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

**Name of Contracting Business Entity:** LogistiCare Solutions, LLC **Address:** 1275 Peachtree St. 6th Floor Atlanta, GA 30309

**Name of Authorized Agent:** Chris Echols **Address:** 1275 Peachtree St. 6th Floor, Atlanta, GA 30309

**Contract Number:** CRFP 0511 BMS2000000003 **Contract Description:** Non Emergency Medical Transportation

**Governmental agency awarding contract:** Department of Health and Human Resources Bureau for Medical Services

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

Voiance

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☒ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☒ Check here if none, otherwise list entity/individual names below.

Signature: Will C. Echols Date Signed: March 30, 2020  
*William "Chris" Echols*

**Notary Verification**

State of Georgia, County of Fulton:

I, William "Chris" Echols, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 30th day of March, 2020.  
[Signature]  
Notary Public

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(j), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: LogistiCare Solutions, LLC

Authorized Signature: [Signature] Date: March 30, 2020

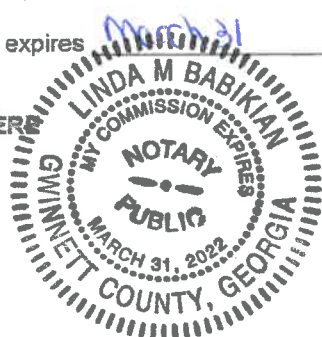
State of Georgia

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 30th day of March, 2020

My Commission expires March 31, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]  
Linda M. Babikian  
Purchasing Affidavit (Revised 01/19/2018)



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
26 — Medical

Proc Folder: 671904

Doc Description: RFP for Non Emergency Medical Transportation (NEMT) and STP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-14	2020-03-20 13:30:00	CRFP 0511 BMS2000000003	1

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

LogistiCare Solutions, LLC  
1275 Peachtree St. NE  
6th Floor  
Atlanta, GA30309  
404-888-5800

#### FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham  
(304) 558-0067  
brittany.e.ingraham@wv.gov

Signature X

FEIN # 58-2491253

DATE 4/6/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:****Request for Proposal**

The West Virginia Department of Administration, Purchasing Division, is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the Department of Health and Human Resources (DHHR), Bureau for Medical Services, (BMS) the Office of Drug Control Policy (ODCP) and the Bureau for Behavioral Health (BBH) to provide a full-risk capitation broker to directly coordinate a statewide Non-Emergency Medical Transportation (NEMT) Program for BMS and an optional service for a Statewide Transportation Program (STP) for ODCP and BBH, per the bid requirements, specifications, terms and conditions attached to this solicitation.

**\*\*Online responses are prohibited.**

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304-356-4861	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BUREAU FOR MEDICAL SERVICES		BUREAU FOR MEDICAL SERVICES	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEMT / STP				

Comm Code	Manufacturer	Specification	Model #
81141604			

**Extended Description :**

Please see Attachment A: Cost Sheet.

**\*\*Online responses are prohibited.**

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid (10:00 AM ET)	2020-03-04
2	Question Deadline (10:00 AM ET)	2020-03-06



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Will C Echols, EVP of Contracts and Pricing  
(Name, Title)  
Chris Echols, EVP Contracts and Pricing  
(Printed Name and Title)  
1275 Peachtree Street NE 6th Floor, Atlanta, GA 30309  
(Address)  
404-888-5800/404-888-5999  
(Phone Number) / (Fax Number)  
williams@logisticare.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

LogistiCare Solutions, LLC  
(Company)

Will C Echols, Chris Echols, EVP Contracts and Pricing  
(Authorized Signature) (Representative Name, Title)

Chris Echols, EVP Contracts and Pricing  
(Printed Name and Title of Authorized Representative)

April 6, 2020  
(Date)

404-888-5800 / 404-888-5999  
(Phone Number) (Fax Number)

LogistiCare



# 2019 Company Financial Statement



ACCREDITED

CORE

Expires 05/01/2020

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

(Mark One)

- ☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2019

**OR**

- ☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-34221

**The Providence Service Corporation**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

86-0845127  
(I.R.S. Employer  
Identification No.)

1275 Peachtree Street

Sixth Floor Atlanta Georgia

30309

(Address of principal executive offices)

(Zip Code)

(404) 888-5800  
(Registrant's telephone number, including area code)

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, \$0.001 par value per share	PRSC	The NASDAQ Global Select Market

**Securities registered pursuant to Section 12(g) of the Act:**  
**None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). ☐ Yes ☒ No

The aggregate market value of the voting and non-voting common equity of the registrant held by non-affiliates based on the closing price for such common equity as reported on The NASDAQ Global Select Market on the last business day of the registrant's most recently completed second fiscal quarter (June 30, 2019) was \$668.8 million.

As of February 24, 2020, there were 13,025,727 outstanding shares (excluding treasury shares of 4,942,502) of the registrant's Common Stock, \$0.001 par value per share.

**DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference into Items 10 through 14 in Part III of this Annual Report on Form 10-K: the registrant's definitive proxy statement on Schedule 14A relating to the registrant's 2020 Annual Meeting of Stockholders; provided that if such proxy statement is not filed on or before April 30, 2020, such information will be included in an amendment to this Annual Report on Form 10-K filed on or before such date.

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## Part I

In this Annual Report on Form 10-K, the words the “Company”, the “registrant”, “we”, “our”, “us”, “Providence” and similar terms refer to The Providence Service Corporation and, except as otherwise specified herein, to our subsidiaries. When such terms are used in reference to the Company’s common stock, \$0.001 par value per share (the “Common Stock”), and the Series A Convertible Preferred Stock, \$0.001 par value per share (the “Preferred Stock”), they refer specifically to The Providence Service Corporation.

### DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains certain statements that may be deemed “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including statements related to the Company’s strategies or expectations about revenues, liabilities, results of operations, cash flows, ability to fund operations, profitability, ability to meet financial covenants, contracts or market opportunities. The Company may also make forward-looking statements in other reports filed with the Securities and Exchange Commission (the “SEC”), in materials delivered to stockholders and in press releases. In addition, the Company’s representatives may from time to time make oral forward-looking statements. In certain cases, you may identify forward looking-statements by words such as “may”, “will”, “should”, “could”, “expect”, “plan”, “project”, “intend”, “anticipate”, “believe”, “seek”, “estimate”, “predict”, “potential”, “target”, “forecast”, “likely”, the negative of such terms or comparable terminology. In addition, statements that are not historical statements of fact should also be considered forward-looking statements. These forward-looking statements are based on the Company’s current expectations, assumptions, estimates and projections about its business and industry, and involve risks, uncertainties and other factors that may cause actual events to be materially different from those expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to, the risks described under Item 1A in Part I of this Annual Report on Form 10-K.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date the statement was made. The Company is under no obligation to (and expressly disclaims any such obligation to) update any of the information in any forward-looking statement if such forward-looking statement later turns out to be inaccurate, whether as a result of new information, future events or otherwise.

#### Item 1. *Business.*

##### Overview

The Providence Service Corporation is a Delaware corporation formed in 1996 that is the largest manager of non-emergency medical transportation (“NET”) programs for state governments and managed care organizations (“MCOs”) in the United States (“U.S.”) primarily through its brands LogistiCare and Circulation. In addition, our NET Services segment includes the Company’s activities related to executive, accounting, finance, internal audit, tax, legal, certain strategic and corporate development functions and the results of the Company’s captive insurance company. During 2018, the Company announced an Organizational Consolidation plan (“Organizational Consolidation”) to integrate substantially all activities and functions performed at the corporate holding company level into its wholly-owned subsidiary, LogistiCare Solutions LLC (“LogistiCare”). Effective January 1, 2019, the consolidation was substantially complete. LogistiCare retained its name and continues to be headquartered in Atlanta, GA, and the Company continues to be named The Providence Service Corporation and is listed on NASDAQ Global Select Market (“NASDAQ”) under the ticker symbol “PRSC”. See Note 10, *Restructuring and Related Reorganization Costs*, and Note 24, *Segments*, in our accompanying consolidated financial statements for further information on the Organizational Consolidation.

Providence also owns a minority investment in CCHN Group Holdings, Inc. and its subsidiaries (“Matrix”). Matrix is a nationwide provider of a broad array of assessment and care management services that improve health outcomes for individuals and financial performance for health plans. Matrix’s national network of community-based clinicians deliver in-home services while its fleet of mobile health clinics provide community-based care with advance diagnostic capabilities. These solutions combined with Matrix’s advanced engagement approach, helps health plans manage risks, close care gaps and connect members to care.

##### Business Strategies

The Company’s mission is to provide effective and quality NET services and logistics and to create shareholder value by pursuing and implementing six key strategies.

### ***Centers of Excellence Operations and Local Focus***

Our operational structure includes six Centers of Excellence (“COEs”): Transportation Network, Call Center Operations, Client Services, Technology, Growth and Process Improvement. The COEs are designed to enhance the visibility, flexibility and control we have over our operations. The Transportation Network COE is focused on increases to capacity and improvements to quality designed to reduce cost and enhance the member experience. Within our Call Center Operations, activities such as contact center workflow standardization, cross training and intensive operations management are aimed at improving employee productivity. Client Services focuses on local operations as well as holistic approaches to our customers and client retention. Our Technology COE is focused on the support of operations and development of proprietary technology to elevate the member experience and differentiate our product. Growth focuses on sales, marketing and business development. Our Process Improvement COE supports all of our other COEs in the pursuit of effective and efficient operations.

In addition to the COE oversight structure, we re-aligned the execution of certain controls and procedures at the local level to better manage costs and our transportation network. We believe this structure positions the Company for effective scalability of our business model while also ensuring that the nuances of local activity are taken into account in controlling costs which when combined, provide us with a competitive advantage.

### ***Technology Transformation***

On September 21, 2018, we acquired Circulation which extended our business model and presented new market opportunities with the addition of a technology platform. The platform is currently used by certain customers; however, we are working to expand its use by developing the technology into a platform we call “Circulation Select”. We believe Circulation Select will leverage rider benefits on the front end with all of the payor benefits including reporting on the back end. We expect Circulation Select will reduce inbound calls from members looking for assistance on the location of the transportation provider, improve on-time percentages and enhance member satisfaction. We expect to pilot Circulation Select within our customer base in late 2020. Specifically, we believe Circulation Select will provide revenue growth and the below benefits:

- member communications through texting, email and automated calls including the ability for the member to see the location of the transportation provider in real time on a mobile device,
- proactive management for rejected, canceled and late rides, and
- driver application enhancements for transportation providers.

### ***Client and Member Satisfaction***

Transportation related to care is one of the most impactful experiences contributing to our clients’ members’ and patients’ satisfaction during their care encounter. At the core of our operational and technology strategies is a focus on driving client and member satisfaction. Our COEs’ operational structure allows us to develop locally tailored network solutions with a higher level of visibility. Greater access to real time information, enabled through our technology, provides us the ability to shorten cycle times to identify and resolve client and member issues.

### ***Organic Growth***

Across the healthcare market, we see an increasing understanding of the benefit of removing transportation as a barrier to care and a way to improve other determinants of health, such as access to food, shelter, socialization, and pharmacy. We believe that our scale, deep experience, operational strategy, and technology uniquely position us to address customer needs related to transportation of vulnerable populations. We approach sales, marketing and business development in a manner that is focused on driving market share in our core Medicaid market including states and MCOs, Medicare Advantage ("MA") plans, health systems and providers. Simultaneously, we target business development efforts with partners to enter new transportation markets, including the movement of home health providers, pharmacy delivery and beneficiaries of workers compensation. We expect there will be network effects as we serve more and more healthcare constituencies within a geography.

### ***Inorganic Growth***

We closely follow our core NET market and expansion markets mentioned above for tuck-in acquisition opportunities. We believe our experience, relationships in the industry, scale and executive team strongly position us to be a consolidator in healthcare transportation. Our acquisition strategy may include an evaluation of new entrants, which may not be able to otherwise compete without the benefits of scale and experience, and closely-held businesses that may seek a new capital structure or sale to achieve liquidity for founders. With our balance sheet, strong team and track record, we believe we are a natural consolidator.

### ***Smart Capital Allocation***

The NET Services segment has historically generated positive cash flows and our strong balance sheet provides us with optionality with respect to capital allocation and how we can best drive shareholder value. Our focus for 2020 is to drive operational efficiency, invest in our operations as well as Circulation Select technology to enhance client and member experience. We will also continue to assess the opportunities for capital deployment in order to create value for shareholders, which may include dividends, share repurchases and/or acquisitions.

## **NET Services**

***Services offered.*** NET Services provides non-emergency transportation solutions to clients, including health systems, in 50 states and the District of Columbia. As of December 31, 2019, approximately 24.2 million eligible members received our transportation services, and during 2019, NET Services managed approximately 63.2 million gross trips. NET Services accounts for substantially all of our consolidated revenue.

NET Services primarily contracts with state Medicaid programs and MCOs, including MA plans, (collectively "NET customers") for the coordination of their members' ("NET end-users") non-emergency transportation needs. NET end-users are typically Medicaid or Medicare eligible members, whose limited mobility or financial resources hinders their ability to access necessary healthcare and social services. We believe our transportation services enable access to care that not only improves the quality of life and health of the populations we serve, but also enables many of the individuals we serve to pursue independent living in their homes rather than in more expensive institutional care settings. In addition, studies have shown that missed medical appointments lessens patient compliance with clinical guidelines and lead to complications and expensive medical services. Moreover, preventive care has proven to lower the cost of overall care by avoiding potentially more serious, costly emergent services later. We provide access to non-emergency medical transportation on a more cost effective basis than self-administered state Medicaid or MCO transportation programs while improving the lives of the populations we serve.

The delivery of our NET Services program is dependent upon a highly-integrated technology platform and business process as well as the management of a multifaceted network of subcontracted transportation providers. Our technology platform is purpose-built for the unique needs of our industry and is highly scalable, capable of supporting substantial growth in our clients' current and future membership base. In addition, our technology platform efficiently provides a broad interconnectivity among NET end-users, NET customers, and our network of transportation providers. We believe this technological capability and our industry experience uniquely position us as a focal point in the evolving healthcare industry to introduce valuable population insights. In 2016 and 2017, we introduced service offerings and new technological features for NET end-users to improve service levels, lower costs and build the foundation for additional data analytics capabilities. In 2018, we acquired Circulation to provide additional technological improvements through their digital transportation platform. Circulation's technology allows for real time notifications to members on their mobile devices, integration with a wide variety of Advanced Traffic Management Systems ("ATMS") and Transportation Network Companies ("TNCs"), real time ride tracking, network management and analytics.

To fulfill the transportation needs of NET end-users, we apply our proprietary technology platform to an extensive network of approximately 6,600 transportation resources. This includes our in-network roster of fully contracted transportation providers who operate sedans, wheelchair equipped vehicles, multi-passenger vans and ambulances. Our system also utilizes partnerships with on demand transportation network companies, mass transit entities, mileage reimbursement programs, taxis and county-based emergency medical service providers. To promote safety, quality, and compliance, our in-network transportation providers undergo an in-depth credentialing and education process.

Our transportation management services also include fraud, waste, and abuse prevention and utilization review programs designed to monitor that our transportation services are provided in compliance with Medicaid and Medicare program rules and regulations as well as to remediate issues that are identified. Compliance controls include ongoing monitoring, auditing and remediation efforts, such as validating NET end-user eligibility for the requested date of service and employing a series of gatekeeping questions to verify that the treatment type is covered and the appropriate mode of transportation is assigned. We also conduct post-trip confirmations of attendance directly with the healthcare providers for certain repetitive trips and we employ field monitors to inspect transportation provider vehicles and to observe transports in real time. Our claims validation process generally limits payment to trips that are properly documented, have been authorized in advance, and are billed at the pre-trip estimated amount. Our claims process is increasingly digital, which provides more protection to member protected health information and reduces the impact on the environment. Transportation providers are able to submit their bills and supporting documentation through a secured web portal directly to us.

**Revenue and customers.** In 2019, contracts with state Medicaid agencies and MCOs represented 48.7% and 51.3%, respectively, of NET Services' revenue. NET Services derived 12.7%, 12.6%, and 13.8% of its revenue from a single state Medicaid agency for the years ended December 31, 2019, 2018 and 2017, respectively. The next four largest NET Services customers in the aggregate comprised 19.7%, 21.4% and 22.3% of NET Services' revenue for the years ended December 31, 2019, 2018 and 2017, respectively.

Contracts with state Medicaid agencies are typically for three to five years with multiple renewal options thereafter. Contracts with MCOs continue until terminated by either party upon reasonable notice in accordance with the terms of the contract, and allow for regular price adjustments based upon utilization and transportation cost. As of December 31, 2019, 20.8% of NET Services revenue was generated under state Medicaid contracts that are subject to renewal within the next 12 months. In 2019, NET Services renewed contracts representing 12.4% of its revenue in such year.

We generated 84.6% of our revenue in 2019 under capitated contracts where we assume the responsibility of meeting the covered healthcare related transportation requirements based on per-member per-month fees for the number of members in the customer's program or a flat fee for the contract period. Revenue is recognized based on the population served during the period. Under certain capitated contracts, known as reconciliation contracts, partial payment is received as a prepayment during the month service is provided. These prepayments are periodically reconciled to actual utilization and costs and may result in refunds to the customer, or additional payments due from the customer. The remaining 15.4% of our revenue was generated under other types of fee arrangements, including administrative services only, fee for service and cost plus (collectively "FFS"), under which fees are generated based upon billing rates for specific services or defined membership populations.

**Seasonality.** Our quarterly operating income and cash flows normally fluctuate as a result of seasonal variations in the business, principally due to lower transportation demand during the winter season and higher demand during the summer season.

**Competition.** We compete with a variety of national organizations that provide similar healthcare and social services related transportation, such as Medical Transportation Management, Southeasterns, Veyo, and Access2Care, as well as local and regional providers. Most local competitors seek to win contracts for specific counties or small geographic territories whereas we and other larger competitors seek to win contracts for an entire state or large regional area. We compete based upon a number of factors, including our nationwide network, technical expertise, experience, service capability, service quality, and price.

## Matrix Investment

The Company owns a non-controlling equity interest in Matrix. The Company and an affiliate of Frazier Healthcare Partners (the "Frazier Subscriber"), which holds the controlling equity interest in Matrix, are party to the Second Amended and Restated Limited Liability Company Agreement (the "Operating Agreement") of Mercury Parent, LLC, the company through which the parties hold their equity interests in Matrix. The Operating Agreement sets forth certain terms and conditions regarding the ownership by the Company and Frazier Subscriber of interests in Mercury Parent and their indirect ownership of common stock of Matrix, and provides for, among other things, certain liquidity and governance rights and other obligations



and rights, in each case, on the terms and conditions contained therein. At December 31, 2019, the Company owned a 43.6% non-controlling interest in Matrix. We account for our interest in Matrix under the equity method whereby the Company's proportionate share of Matrix's net assets is recorded as equity investment in our consolidated balance sheets and our proportionate share of its financial results are recorded as equity net gain (loss) on investee within our consolidated statements of operations.

**Services offered.** Matrix offers in-home care optimization services for members, including comprehensive health assessments ("CHAs"), through a national network of community-based clinicians and a fleet of mobile health clinics with advanced diagnostics capabilities. As of December 31, 2019, Matrix utilized a national network of approximately 3,000 clinical providers, including 2,300 nurse practitioners ("NPs"), located across 48 states, to provide its services primarily to members of MA health plans.

Matrix primarily generates revenue through the performance of CHAs, which seek to confirm a health plan member's information related to health status, social, environmental and medical risks to assist MA plans in improving the accuracy of such information. Matrix also operates a care management offering which provides additional data analytics and chronic care management services.

Matrix's services are dependent upon its technology platform which integrates the clinical provider network, operations infrastructure, call centers and clients. Matrix's platform is designed for the unique needs of its industry, is highly scalable and can support substantial growth. We believe Matrix's network and platform position Matrix as a focal point in the evolving healthcare industry in the introduction of both additional population insights and care management services. With data provided by its health plan clients, Matrix utilizes analytics to determine which members it can most effectively lower costs and improve outcomes through face-to-face engagements with clinicians. Each program is customized and is served by a comprehensive team of case managers, nurse practitioners, registered nurses, and trained call center colleagues.

**Revenue, customers and clients.** As of December 31, 2019, Matrix's customers included 65 health plans, including for-profit multi-state health plans and non-profit health plans that operate in only one state or several counties within one state. For the year ended December 31, 2019, Matrix's top five customers accounted for 69% of its revenue, with its largest customer comprising 29% of its revenue and its second largest customer comprising 28% of its revenue. Matrix enters into annual or multi-annual contracts under which it is paid on a per assessment basis. However, volumes are not guaranteed under contracts and customers may choose to utilize other third-party providers or in-source capabilities.

**Seasonality.** Matrix attempts to perform CHAs evenly throughout the year to efficiently utilize NP capacity, although the timing of performance is driven by client demand.

**Competition.** We believe that Matrix and Signify Health are the largest independent providers of CHAs to the health plan market. There are many smaller competitors, such as EMSI Healthcare Services, MedXM, which was acquired by Quest Diagnostics on February 1, 2018, and Inovalon. In addition, some health plans in-source CHA services. Matrix's chronic care management competitors include Landmark Healthcare, PopHealthCare and Optum.

## Employees

As of December 31, 2019, we had approximately 3,800 employees. None of our employees are members of a collective bargaining agreement. We believe we have good relationships with our employees.

## Regulatory Environment

### *Overview*

Our business is subject to numerous U.S. federal, state and local laws, regulations and agency guidance. These laws significantly affect the way in which we operate various aspects of our business. We must also comply with state and local licensing requirements, state and federal requirements for participation in Medicare and Medicaid, requirements for contracting with MA plans, and contractual requirements imposed upon us by the federal, state and local agencies and third-party commercial customers to which we provide services. Failure to follow the rules and requirements of these programs can significantly affect our ability to be paid for the services we provide and be authorized to provide services on an ongoing basis.

The Medicare and Medicaid programs are governed by significant and complex laws. Both Medicare and Medicaid are financed, at least in part, with federal funds. Therefore, any direct or indirect recipients of those funds are subject to federal fraud, waste and abuse laws. In addition, there are federal privacy and security laws that govern the healthcare industry. State laws primarily pertain to the licensure of certain categories of healthcare professionals and providers and the state's interest in regulating the quality of healthcare in the state, regardless of the source of payment, but may also include state laws pertaining to fraud, waste and abuse, privacy and security laws, and the state's regulation of its Medicaid program. Federal and state regulatory laws that may affect our business, include, but are not limited to the following:

- false and other improper claims or false statements laws pertaining to reimbursement;
- the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its privacy, security, breach notification and enforcement and code set regulations and guidance, along with evolving state laws protecting patient privacy and requiring notifications of unauthorized access to, or use of, patient medical information;
- civil monetary penalties law;
- anti-kickback laws;
- the Stark Law and other self-referral, financial inducement, fee splitting, and patient brokering laws;
- The Centers for Medicare & Medicaid Services ("CMS") regulations pertaining to Medicare as well as CMS releases applicable to the operation of MA plans, such as reimbursement rates, risk adjustment and data collection methodologies, adjustments to quality management measurements and other relevant factors; and
- state licensure laws.

A violation of certain of these laws could result in civil and criminal damages and penalties, the refund of monies paid by government or private payors, our exclusion from participation in federal healthcare payor programs, or the loss of our segments' license to conduct business within a particular state's boundaries.

### *Federal Law*

Federal healthcare laws apply in any case in which we provide an item or service that is reimbursable or provide information to our customers that results in reimbursement by a federal healthcare payor program to us. The principal federal laws that affect our business include those that prohibit the filing of false or improper claims or other data with federal healthcare payor programs and those that prohibit unlawful inducements for the referral of business reimbursable under federal healthcare payor programs.

### *False and Other Improper Claims*

Under the federal False Claims Act (31 U.S.C. §§ 3729-3733) and similar state laws, the government may impose civil liability on us if we knowingly submit a false claim to the government or cause another to submit a false claim to the government, or knowingly make a false record or statement intended to get a false claim paid by the government. The False Claims Act defines a claim as a demand for money or property made directly to the government or to a contractor, grantee, or other recipient if the money is to be spent on the government's behalf or if the government will reimburse the contractor or grantee. Liability can be incurred for submitting (or causing another to submit) false claims with actual knowledge or for submitting false claims with reckless disregard or deliberate ignorance. Liability can also be incurred for knowingly making or using a false record or statement to receive payment from the federal government or for knowingly and improperly avoiding or decreasing an obligation to pay or transmit money or property to the government. Consequently, a provider need not take an affirmative action to conceal or avoid an obligation to the government, but the mere retention of an overpayment from the government could lead to potential liability under the False Claims Act.

Many states also have similar false claims statutes. In addition, healthcare fraud is a priority of the U.S. Department of Justice ("DOJ"), the Department of Health and Human Services ("DHHS"), its program integrity contractors and its Office of

Inspector General, the Federal Bureau of Investigation and state Attorneys General. These agencies have devoted a significant amount of resources to investigating healthcare fraud.

If we are ever found to have violated the False Claims Act, we could be required to make significant payments to the government (including damages and penalties in addition to the return of reimbursements previously collected) and could be excluded from participating in federal healthcare programs or providing services to entities which contract with those programs. Although we monitor our billing practices for compliance with applicable laws, such laws are very complex, and we might not be able to detect all errors or interpret such laws in a manner consistent with a court or an agency's interpretation. While the criminal statutes generally are reserved for instances evidencing fraudulent intent, the civil and administrative penalty statutes are being applied by the federal government in an increasingly broad range of circumstances. Examples of the types of activities giving rise to liability for filing false claims include billing for services not rendered, misrepresenting services rendered (i.e., miscoding), applications for duplicate reimbursement and providing false information that results in reimbursement or impacts reimbursement amounts. Additionally, the federal government takes the position that a pattern of claiming reimbursement for unnecessary services violates these statutes if the claimant should have known that the services were unnecessary. The federal government also takes the position that claiming reimbursement for services that are substandard is a violation of these statutes if the claimant should have known that the care was substandard. Criminal penalties also are available even in the case of claims filed with private insurers if the federal government shows that the claims constitute mail fraud or wire fraud or violate any of the federal criminal healthcare fraud statutes.

State Medicaid agencies and state Attorneys General also have authority to seek criminal or civil sanctions for fraud and abuse violations. In addition, private insurers may bring actions under state false claim laws. In certain circumstances, federal and state laws authorize private whistleblowers to bring false claim or "qui tam" suits on behalf of the government against providers and reward the whistleblower with a portion of any final recovery. In addition, the federal government has engaged a number of private audit organizations to assist it in tracking and recovering claims for healthcare services that may have been improperly submitted.

Governmental investigations and whistleblower "qui tam" suits against healthcare companies have increased significantly in recent years, and have resulted in substantial penalties and fines and exclusions of persons and entities from participating in government healthcare programs. For more information on the risks related to a failure to comply with applicable government coding and billing rules, see "Risk Factors—Regulatory Risks—We could be subject to actions for false claims or recoupment of funds pursuant to certain audits if they do not comply with government coding and billing rules, which could have a material adverse impact on our operating results."

### *Health Information Practices*

Under HIPAA, DHHS issued rules to define and implement standards for the electronic transactions and code sets for the submission of transactions such as claims, and privacy and security of individually identifiable health information in whatever manner it is maintained.

The Final Rule on Enforcement of the HIPAA Administrative Simplification provisions, including the transaction standards, the security standards and the privacy rule, published by DHHS addresses, among other issues, DHHS's policies for determining violations and calculating civil monetary penalties, how DHHS will address the statutory limitations on the imposition of civil monetary penalties, and various procedural issues. The rule extends enforcement provisions currently applicable to the healthcare privacy regulations to other HIPAA standards, including security, transactions and the appropriate use of service code sets.

The Health Information Technology for Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act of 2009, extends certain of HIPAA's obligations to parties providing services to healthcare entities covered by HIPAA known as "business associates," imposes new notice of privacy breach reporting obligations, extends enforcement powers to state Attorneys General and amends the HIPAA privacy and security laws to strengthen the civil and criminal enforcement of HIPAA. HITECH establishes four categories of violations that reflect increasing levels of culpability, four corresponding tiers of penalty amounts that significantly increase the minimum penalty amount for each violation, and a maximum penalty amount of \$1.5 million for all violations of an identical provision. With the additional HIPAA enforcement power under HITECH, the Office for Civil Rights of the DHHS and states are increasing their investigations and enforcement of HIPAA compliance. We have taken steps to ensure compliance with HIPAA and are monitoring compliance on an ongoing basis.

Additionally, the HITECH Final Rule imposes various requirements on covered entities and business associates, and expands the definition of "business associates" to cover contractors of business associates. Even when we are not operating as

covered entities, they may be deemed to be “business associates” for HIPAA rule purposes of such covered entities. We monitor compliance obligations under HIPAA as modified by HITECH, and implement operational and systems changes, associate training and education, conduct risk assessments and allocate resources as needed. Any noncompliance with HIPAA requirements could expose us to criminal and increased civil penalties provided under HITECH and require significant costs in order to comply with its requirements or to remediate potential issues that may arise.

#### *Federal and State Anti-Kickback Laws*

Federal law commonly known as the “Anti-Kickback Statute” prohibits the knowing and willful offer, solicitation, payment or receipt of anything of value (direct or indirect, overt or covert, in cash or in kind) which is intended to induce: the referral of an individual for a service for which payment may be made by Medicare, Medicaid or certain other federal healthcare programs; or the ordering, purchasing, leasing, or arranging for, or recommending the purchase, lease or order of, any service or item for which payment may be made by Medicare, Medicaid or certain other federal healthcare programs.

Interpretations of the Anti-Kickback Statute have been very broad and under current Law, courts and federal regulatory authorities have stated that the Anti-Kickback Statute is violated if even one purpose (as opposed to the sole or primary purpose) of the arrangement is to induce referrals. Even bona fide investment interests in a healthcare provider may be questioned under the Anti-Kickback Statute if the government concludes that the opportunity to invest was offered as an inducement for referrals.

This act is subject to numerous statutory and regulatory “safe harbors.” Compliance with the requirements of a safe harbor offers defenses against Anti-Kickback Statute allegations. Failure of an arrangement to satisfy all of the requirements of a particular safe harbor does not mean that the arrangement is unlawful. However, it may mean that such an arrangement will be subject to scrutiny by the regulatory authorities.

Many states, including some where we do business, have adopted anti-kickback laws that are similar to the federal Anti-Kickback Statute. Some of these state laws are very closely patterned on the federal Anti-Kickback Statute; others, however, are broader and reach reimbursement by private payors. If our activities were deemed to be inconsistent with state anti-kickback or illegal remuneration laws, we could face civil and criminal penalties or be barred from such activities, any of which could harm us.

If our arrangements are found to violate the Anti-Kickback Statute or applicable state laws, we, along with our clients, would be subject to civil and criminal penalties, and these arrangements would not be legally enforceable, which could materially and adversely affect our business. For more information on the risks related to failure to comply with applicable anti-bribery and anti-corruption regulations, see “Risk Factors—Regulatory Risks—Our business could be subject to civil penalties and loss of business if we fail to comply with applicable bribery, corruption and other regulations governing business with governments.”

#### *Federal and State Self-Referral Prohibitions*

We may be subject to federal and state statutes banning payments for referrals of patients and referrals by physicians to healthcare providers with whom the physicians have a financial relationship. Section 1877 of the Social Security Act, also known as the “Stark Law”, prohibits physicians from making a “referral” for “designated health services” for Medicare (and in many cases Medicaid) patients from entities or facilities in which such physicians directly or indirectly hold a “financial relationship”.

A financial relationship can take the form of a direct or indirect ownership, investment or compensation arrangement. A referral includes the request by a physician for, or ordering of, or the certifying or recertifying the need for, any designated health services.

Certain services that we provide may be identified as “designated health services” for purposes of the Stark Law. Such segments cannot provide assurance that future regulatory changes will not result in other services they provide becoming subject to the Stark Law’s ownership, investment or compensation prohibitions in the future.

Many states, including some states where we do business, have adopted similar or broader prohibitions against payments that are intended to induce referrals of clients. Moreover, many states where such segments operate have laws similar to the Stark Law prohibiting physician self-referrals. While we believe that we are operating in compliance with the Stark Law, there can be no guarantee that violations will not occur.

### *Healthcare Reform*

On March 23, 2010, the President of the United States signed into law comprehensive health reform through the Patient Protection and Affordable Care Act (Pub. L. 11-148) ("PPACA"). On March 30, 2010, the President of the United States signed a reconciliation budget bill that included amendments to the PPACA (Pub. L. 11-152). These laws in combination form the "ACA" referred to herein. The changes to various aspects of the healthcare system in the ACA were far-reaching and included, among many others, substantial adjustments to Medicare reimbursement, establishment of individual mandates for healthcare coverage, extension of coverage to certain populations, expansion of Medicaid, restrictions on physician-owned hospitals, and increased efficiency and oversight provisions.

Some of the provisions of the ACA took effect immediately, while others will take effect later or will be phased in over time, ranging from a few months following approval to ten years. Due to the complexity of the ACA, it is likely that additional legislation will be considered and enacted. The ACA requires the promulgation of regulations that will likely have significant effects on the healthcare industry and third-party payors. Thus, the healthcare industry and our operations may be subjected to significant new statutory and regulatory requirements and contractual terms and conditions, and consequently to structural and operational changes and challenges.

The ACA also implemented significant changes to healthcare fraud and abuse laws that intensify the risks and consequences of enforcement actions. These included expansion of the False Claims Act by: (a) narrowing the public disclosure bar; and (b) explicitly stating that violations of the Anti-Kickback Statute trigger false claims liability. In addition, the ACA lessened the intent requirements under the Anti-Kickback Statute to provide that a person may violate the statute without knowledge or specific intent. The ACA also provided new funding and expanded powers to investigate fraud, including through expansion of the Medicare Recovery Audit Contractor ("RAC") program to Medicare Parts C and D and Medicaid and authorizing the suspension of Medicare and Medicaid payments to a provider of services pending an investigation of a credible allegation of fraud. Finally, the legislation created enhanced penalties for noncompliance, including increased criminal penalties and expansion of administrative penalties under Medicare and Medicaid. Collectively, such changes could have a material adverse impact on our operations.

On January 20, 2017, the President of the United States issued an executive order that directed federal agencies to take steps to ensure the government's implementation of the ACA minimizes the burden on impacted parties (such as individuals and states). The underlying intent of the executive order was to take the first steps to repeal and replace the ACA. The executive order specifically instructed agencies to "waive, defer, grant exemptions from, or delay implementation of provisions" that place a "fiscal burden on any State" or that impose a "cost, fee, tax, penalty, or regulatory burden" on stakeholders including patients, providers, and insurers. The order stated that any changes should be made only to the extent "permitted by law" and should comply with the law governing administrative rule-making. The executive order did not, however, provide specifics on next steps or provisions that would be reexamined nor was it clear how the executive branch would be reconciled with Republican congressional efforts to repeal and replace the ACA or what portions of the ACA may continue in any replacement legislation. There are multiple pending legislative proposals to amend the ACA which, among other effects, could repeal all or parts of the ACA without replacing its extension of coverage to expansion populations. In addition, there are pending legislative proposals to materially restructure Medicaid and other government health care programs and there is litigation challenging, amongst other claims, the constitutionality of the ACA. Most recently, on December 14, 2018, a federal district court judge in Texas issued a widely anticipated opinion that struck down the entire ACA as unconstitutional. The judge ruled in favor of the plaintiffs by determining that the ACA's individual mandate is no longer a tax and is therefore an unconstitutional exercise of congressional authority. The judge also found that the individual mandate could not be severed from the rest of the ACA, rendering the entire ACA unconstitutional. Sixteen states and the District of Columbia intervened as defendants in *Texas v. United States* to proffer a defense of the constitutionality of the ACA. The DOJ declined to defend the ACA on constitutional grounds. The intervenor defendant states appealed the District Court's decision to the Fifth Circuit Court of Appeals. On December 18, 2019, the Fifth Circuit Court of Appeals released a decision affirming the lower court's ruling that ACA's individual mandate was unconstitutional, but the Fifth Circuit Court of Appeals did not hold the individual mandate as severable or inseverable. Instead, it remanded the case back to the same lower court judge. We are not able to predict the outcome of this matter nor are we able to predict the impact of a full or partial invalidation of the ACA.

In 2017, legislation was proposed in the U.S. Congress, but did not advance out of committee and was not passed, which would reduce or eliminate certain non-emergency medical transportation services provided by NET Services as a required Medicaid benefit. A similar proposal was made in 2018 by the President of the United States in a federal budget proposal. If additional privatization initiatives are proposed or enacted, or if previously enacted privatization initiatives are challenged, repealed or validated, there could be a material adverse impact on our operating results.

### *Surveys and Audits*



Our business is subject to periodic surveys by government authorities or their contractors to ensure compliance with various requirements. Regulators conducting periodic surveys often provide reports containing statements of deficiencies for alleged failures to comply with various regulatory requirements. In most cases, if a deficiency finding is made by a reviewing agency, we will work with the reviewing agency to agree upon the steps to be taken to bring our program into compliance with applicable regulatory requirements. In some cases, however, an agency may take a number of adverse actions against a program, including:

- the imposition of fines or penalties or the recoupment of amounts paid;
- temporary suspension of admission of new clients to our program's service;
- in extreme circumstances, exclusion from participation in Medicaid, Medicare or other programs;
- revocation of our license; or
- contract termination.

While we believe that our programs are in compliance with Medicare, Medicaid and other program certification requirements and state licensure requirements, failure to comply with these requirements could have a material adverse impact on our business and our ability to enter into contracts with other agencies to provide services.

#### *Billing/claims Reviews and Audits*

Agencies and other third-party commercial payors periodically conduct pre-payment or post-payment medical reviews or other audits of our claims or other audits in conjunction with obligations to comply with the requirements of Medicare or Medicaid. In order to conduct these reviews, payors request documentation from us and then review that documentation to determine compliance with applicable rules and regulations, including the eligibility of clients to receive benefits, the appropriateness of the care provided to those clients, and the documentation of that care. Any determination that such segments have not complied with applicable rules and regulations could result in adjustment of payments or the incurrence of fines and penalties, or in situations of significant compliance failures review or non-renewal of related contracts.

#### *Corporate Practice of Medicine and Fee Splitting - Matrix*

Some states in which Matrix operates prohibit general business entities from "practicing medicine," the definition of which varies from state to state and can include employing physicians, as well as engaging in fee-splitting arrangements with these healthcare providers. Among other things, Matrix currently contracts with and employs NPs to perform CHAs. We believe that Matrix has structured operations appropriately; however, Matrix could be alleged or found to be in violation of some or all of these laws. If a state determines that some portion of its business violates these laws, it may seek to have Matrix discontinue or restructure those portions of operations or subject Matrix to increased costs, penalties, fines, certain license requirements or other measures. Any determination that Matrix has acted improperly in this regard may result in liability to them. In addition, agreements between Matrix and the professional may be considered void and unenforceable.

#### *Professional Licensure and Other Requirements - Matrix*

Many of Matrix's employees are subject to federal and state laws and regulations governing the ethics and practice of their professions. For example, mid-level practitioners (e.g., NPs) are subject to state laws requiring physician supervision and state laws governing mid-level scope of practice. As physicians' use of mid-level practitioners increases, state governing boards are implementing more robust regulations governing mid-levels and their scope of practice under physician supervision. The ability of Matrix to provide mid-level practitioner services may be restricted by the enactment of new state laws governing mid-level scope of practice and by state agency interpretations and enforcement of such existing laws. In addition, services rendered by mid-level practitioners may not be reimbursed by payors at the same rates as payors may reimburse physicians for the same services. Lastly, professionals who are eligible to participate in Medicare and Medicaid as individual providers must not have been excluded from participation in government programs at any time. The ability of Matrix to provide services depends upon the ability of personnel to meet individual licensure and other requirements and maintain such licensure in good standing.

**Additional Information**

The Company's website at [www.prsholdings.com](http://www.prsholdings.com) provides access to its periodic reports, certain corporate governance documents, press releases, interim shareholder reports and links to its subsidiaries' websites. The Company makes available to the public on its website its annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after it electronically files such material with, or furnishes such material to, the SEC. Copies are also available, without charge, upon request to The Providence Service Corporation, 1275 Peachtree Street, Sixth Floor, Atlanta, GA 30309, (404) 888-5800, Attention: Corporate Secretary. The information contained on our website is not part of, and is not incorporated by reference in, this Annual Report on Form 10-K or any other report we file with or furnish to the SEC.

**Item 1A. Risk Factors.**

*You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this Annual Report on Form 10-K, including our consolidated financial statements and related notes. The risks described below are not the only ones facing us. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition and results of operations. This Annual Report on Form 10-K also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in any forward-looking statements as a result of specific factors, including the risks and uncertainties described below.*

**Risks Related to Our Business**

***There can be no assurance that our contracts will survive until the end of their stated terms, or that upon their expiration will be renewed or extended on satisfactory terms, if at all. Disruptions to, the early expiration of, or the failure to renew our contracts could have a material adverse impact on our financial condition and results of operations.***

Our NET Services contracts are subject to frequent renewal. For example, many of our state Medicaid contracts, which represented 48.7% of our revenue for the year ended December 31, 2019, have terms ranging from three to five years and are typically subject to a competitive bidding process near the end of the term. We also contract with MCOs, which represented 51.3% of our revenue for the year ended December 31, 2019. MCO contracts typically continue until terminated by either party upon reasonable notice in accordance with the terms of the contract. We cannot anticipate if, when or to what extent we will be successful in renewing our state Medicaid contracts or retaining our MCO contracts. As of December 31, 2019, 20.8% of our revenue was generated under state Medicaid contracts that are subject to renewal within the next 12 months. Renewed contracts represented 12.4% of our revenue for the year ended December 31, 2019.

In addition, with respect to many of our state contracts, the payor may terminate the contract without cause, or for convenience, at will and without penalty to the payor, either immediately or upon the expiration of a short notice period in the event at, among other reasons, government appropriations supporting the programs serviced by the contract are reduced or eliminated.

We cannot anticipate if, when or to what extent a payor might terminate its contract with us prior to its expiration, or fail to renew or extend a contract with us. If we are unable to retain or renew our contracts, or replace lost contracts, on satisfactory terms our financial condition and results of operations could be materially adversely affected. While we pursue new contract awards and also undertake efficiency measures, there can be no assurance that such measures will fully offset the impact of contracts that are not renewed or are canceled on our financial condition and results of operations.

***We obtain a significant portion of our business through responses to government requests for proposals and we may not be awarded contracts through this process in the future, or contracts we are awarded may not be profitable.***

We obtain, and will continue to seek to obtain, a significant portion of our business from state government entities, which generally entails responding to a government request for proposal ("RFP"). To propose effectively, we must accurately estimate our cost structure for servicing a proposed contract, the time required to establish operations and submit the most attractive proposal with respect to both technical and price specifications. We must also assemble and submit a large volume of information within rigid and often short timetables. Our ability to respond successfully to an RFP will greatly affect our business. If we misinterpret bid requirements as to performance criteria or do not accurately estimate performance costs in a binding bid for an RFP, we will seek to correct such mistakes in the final contract. However, there can be no assurance that we will be able to modify the proposed contract and we may be required to perform under a contract that is not profitable.

***If we fail to satisfy our contractual obligations, we could be liable for damages and financial penalties, which may place existing pledged performance and payment bonds at risk as well as harm our ability to keep our existing contracts or obtain new contracts and future bonds.***

Our failure to comply with our contractual obligations could, in addition to providing grounds for immediate termination of the contract for cause, negatively impact our financial performance and damage our reputation, which, in turn, could have a material adverse effect on our ability to maintain current contracts or obtain new contracts. The termination of a contract for cause could, for instance, subject us to liabilities for excess costs incurred by a payor in obtaining similar services from another source. In addition, our contracts require us to indemnify payors for our failure to meet standards of care, and some of them contain liquidated damages

provisions and financial penalties if we breach these contracts, which amounts could be material. For example, we have a minimum volume commitment under one of our transportation-related contracts. To the

extent our actual use is less than the minimum commitment for a specified period, we may be subject to significant expense, without the benefit of corresponding revenue. As of December 31, 2019, the maximum penalty we would incur if we do not meet our minimum volume commitment over the remaining term of the agreement is \$6.0 million. Our failure to meet contractual obligations could also result in substantial actual and consequential financial damages.

***Any acquisition or integration that we undertake could disrupt our business, not generate anticipated results, dilute stockholder value or have a material adverse impact on our operating results.***

Our growth strategy involves the evaluation of potential entry into complementary markets and service lines through acquisition, particularly with opportunities that may leverage the advantages inherent in our large-scale technology-enabled operations and networks. We have made acquisitions and anticipate that we will continue to consider and pursue strategic acquisition opportunities the success of which depends in part on our ability to integrate an acquired company into our business operations. For example, we completed the acquisition of Circulation in September 2018 and as a result, we terminated the development of our legacy LCAD NextGen technology ("NextGen"), resulting in an impairment charge of \$14.2 million in 2018. Integration of any acquired company will place significant demands on our management, systems, internal controls and financial and physical resources. This could require us to incur significant expense for, among other things, hiring additional qualified personnel, retaining professionals to assist in developing the appropriate control systems and expanding our information technology infrastructure. The nature of our business is such that qualified management personnel can be difficult to find. Our inability to manage growth effectively could have a material adverse effect on our financial results.

There can be no assurance that the companies we acquire will generate income or incur expenses at the historical or projected levels on which we based our acquisition decisions, that we will be able to maintain or renew the acquired companies' contracts, that we will be able to realize operating and economic efficiencies upon integration of acquired companies or that the acquisitions will not adversely affect our results of operations or financial condition.

We expect to continually review opportunities to acquire other businesses that would complement our current services, expand our markets or otherwise offer prospects for growth. In connection with our acquisition strategy, we could issue stock that would dilute existing stockholders' percentage ownership, or we could incur or assume substantial debt or contingent liabilities. Acquisitions involve numerous risks, including, but not limited to, the following:

- challenges and unanticipated costs assimilating the acquired operations;
- known and unknown legal or financial liabilities associated with an acquisition;
- diversion of management's attention from our core businesses;
- adverse effects on existing business relationships with customers;
- entering markets in which we have limited or no experience;
- potential loss of key employees of purchased organizations;
- incurrence of excessive leverage in financing an acquisition;
- failure to maintain and renew contracts and other revenue streams of the acquired business;
- costs associated with litigation or other claims arising in connection with the acquired company;
- unanticipated operating, accounting or management difficulties in connection with an acquisition; and
- dilution to our earnings per share.

There can be no assurance that we will be successful in overcoming problems encountered in connection with any acquisition or integration and our inability to do so could disrupt our operations and adversely affect our business. Our failure to address these risks or other problems encountered in connection with past or future acquisitions and investments could cause us to fail to realize the anticipated benefits of such acquisitions or investments, incur unanticipated liabilities and harm our business generally.

***We may be unable to realize the benefits of any strategic initiatives that are adopted by the Company.***

From time to time we may launch strategic initiatives designed to enhance shareholder value. Such strategic initiatives may require considerable time and resources; however, there can be no assurance as to the outcome of these strategic initiatives, including the current initiative to expand our Circulation technology platform.

***Our investments in any joint ventures and unconsolidated entities could be adversely affected by our lack of sole decision-making authority, our reliance on our joint venture partner's financial condition, any disputes that may arise between us and our joint venture partner and our exposure to potential losses from the actions of our joint venture partner.***



We currently hold a non-controlling interest in Matrix, which constitutes 21.9% of our consolidated assets. We do not

have unilateral power to direct the activities that most significantly impact such business' economic performance. Our future growth may depend, in part, on future similar arrangements, any of which could be material to our financial condition and results of operations. These arrangements involve risks not present with respect to our wholly-owned subsidiaries, which may negatively impact our financial condition and results of operations or make the arrangements less successful than anticipated, including the following:

- we may be unable to take actions that we believe are appropriate but are opposed by our joint venture partner under arrangements that require us to cede or share decision-making authority over major decisions affecting the ownership or operation of the joint venture and any property owned by the joint venture, such as the sale or financing of the business or the making of additional capital contributions for the benefit of the business;
- our joint venture partner may take actions that we oppose;
- we may be unable to sell or transfer our interest in a joint venture to a third party if we fail to obtain the prior consent of our joint venture partner;
- our joint venture partner may become bankrupt or fail to fund their share of required capital contributions, which could adversely impact the joint venture or increase our financial commitment to the joint venture;
- our joint venture partner may have business interests or goals with respect to a business that conflict with our business interests and goals, including with respect to the timing, terms and strategies for investment, which could increase the likelihood of disputes regarding the ownership, management or disposition of the business;
- disagreements with our joint venture partner could result in litigation or arbitration that increases our expenses, distracts our officers and directors, and disrupts the day-to-day operations of the business, including the delay of important decisions until the dispute is resolved; and
- we may suffer losses as a result of actions taken by our joint venture partner with respect to our joint venture investment.

***We derive a significant amount of our revenues from a few payors, which puts our financial condition and results of operations at risk. Any changes in the funding, financial viability or our relationships with these payors could have a material adverse impact on our financial condition and results of operations.***

We generate a significant amount of our revenue from a few payors under a small number of contracts. For example, for the years ended December 31, 2019, 2018 and 2017, we generated 47.6%, 51.4%, and 52.4%, respectively, of our consolidated revenue from ten payors. Additionally, the top five payors represented, in the aggregate, 32.4%, 34.0%, and 36.1%, respectively, of revenue for the years ended December 31, 2019, 2018 and 2017. Furthermore, a single payor related to Matrix represented 29.2%, 31.5%, and 30.9% of Matrix revenue for the years ended December 31, 2019, 2018 and 2017, respectively. The loss of, reduction in amounts generated by, or changes in methods or regulations governing payments for our services under these contracts could have a material adverse impact on our revenue and results of operations. In addition, any consolidation of any of our private payors could increase the impact that any such risks would have on our revenue, financial position, and results of operations.

***If we fail to estimate accurately the cost of performing certain contracts, we may experience reduced or negative margins.***

During 2019, 2018 and 2017, 84.6%, 79.2%, and 77.9% of our revenue, respectively, was generated under capitated contracts with the remainder generated through FFS and flat fee contracts. Under most of our capitated contracts, we assume the responsibility of managing the needs of a specific geographic population by contracting out transportation services to local transportation companies on a per ride or per mile basis. We use "pricing models" to determine applicable contract rates, which take into account factors such as estimated utilization, state specific data, previous experience in the state or with similar services, the medically covered programs outlined in the contract, identified populations to be serviced, estimated volume, estimated transportation provider rates and availability of mass transit. The amount of the fixed per-member, monthly fee is determined in the bidding process, but is predicated on actual historical transportation data for the subject geographic region as provided by the payor, actuarial work performed in-house as well as by third party actuarial firms and actuarial analysis provided by the payor. If the utilization of our services is more than we estimated, the contract may be less profitable than anticipated, or may not be profitable at all. Under our FFS contracts, we receive fees based on our interactions with government-sponsored clients. To earn a profit on these contracts, we must accurately estimate costs incurred in providing services. Our risk relating to these contracts is that our client population is not large enough to cover our fixed costs, such as rent and overhead. Our FFS contracts are not reimbursed on a cost basis and therefore, if we fail to estimate our costs accurately, we may experience reduced margins or losses on these contracts. Revenue under certain contracts may be adjusted prospectively if client volumes are below expectations. If we are unable to adjust our costs accordingly, our profitability may be negatively affected. In addition, certain contracts with state Medicaid agencies are renewable or extended at the state's option without an adjustment to pricing terms. If such renewed contracts require us to incur higher costs, including inflation or regulatory changes, than originally anticipated, our results of operations and financial condition may be adversely affected.

***We may incur costs before receiving related revenues, which affect our liquidity.***

When we are awarded a contract to provide services, we may incur expenses before we receive any contract payments. These expenses include leasing office space, purchasing office equipment, instituting information technology systems, development of supply chains and hiring personnel. As a result, in certain contracts where the payor does not fund program start-up costs, we may be required to make significant investments before receiving any related contract payments or payments sufficient to cover start-up costs. In addition, payments due to us from payors may be delayed due to billing cycles, which may adversely affect our liquidity. Moreover, any resulting mismatch in expenses and revenue could be exacerbated if we fail either to invoice the payor correctly or to collect our fee in a timely manner. Such amounts may exceed our available cash, and any resulting liquidity shortages may require additional financing, which may not be available on satisfactory terms, or at all. This could have a material adverse impact on our ongoing operations and our financial position.

***Our business is subject to risks of litigation.***

The services we provide are subject to lawsuits and claims. A substantial award payable by us could have a material adverse impact on our operations and cash flows, and could adversely affect our ability to continue to purchase appropriate liability insurance. We can be subject to claims for negligence or intentional misconduct, in addition to professional liability type claims, by an employee or a third party we engage to assist with the provision of services, including but not limited to claims arising out of accidents involving vehicle collisions, CHAs performed by Matrix, and various claims that could result from employees or contracted third parties driving to or from interactions with clients or while providing direct client services. We can be subject to employee-related claims such as wrongful discharge, discrimination or a violation of equal employment laws and permitting issues. While we attempt to insure against these types of claims, damages exceeding our insurance limits or outside our insurance coverage, such as a claim for fraud, certain wage and hour violations or punitive damages, could adversely affect our cash flow and financial condition.

***Our business may be adversely impacted if the drivers we engage as independent contractors were instead classified as employees.***

We believe that the drivers we engage to provide rider benefits are properly classified as independent contractors and that these drivers are not our employees. Changes to federal, state or local laws governing the definition or classification of independent contractors, or judicial or administrative challenges to our classification of these drivers as independent contractors, could affect the status of these drivers as independent contractors. A change in the classification of these drivers from independent contractors to employees could adversely affect our business and financial condition.

***We face risks related to attracting and retaining qualified employees and labor relations.***

Our success depends, to a significant degree, on our ability to identify, attract, develop, motivate and retain highly qualified and experienced professionals who possess the skills and experience necessary to deliver high-quality services to our clients, with the continued contributions of our senior management being especially critical to our success. Our objective of providing the highest quality of service to our clients is a significant consideration when we evaluate the education, experience and qualifications of potential candidates for employment as direct care and administrative staff. A portion of our staff is professionals with requisite educational backgrounds and professional certifications. These employees are in great demand and are likely to remain a limited resource for the foreseeable future.

Our ability to attract and retain employees with the requisite experience and skills depends on several factors including, but not limited to, our ability to offer competitive wages, benefits and professional growth opportunities. While we have established programs to attract new employees and provide incentives to retain existing employees, particularly our senior management, we cannot assure you that we will be able to attract new employees or retain the services of our senior management or any other key employees in the future. Some of the companies with which we compete for experienced personnel may have greater financial, technical, political and marketing resources, name recognition and a larger number of clients and payors than we do, which may prove more attractive to employment candidates. The inability to attract and retain experienced personnel could have a material adverse effect on our business.

The performance of our business also depends on the talents and efforts of our highly skilled information technology professionals. Our success depends on our ability to recruit, retain and motivate these individuals.

Effective succession planning is also important to our future success. If we fail to ensure the effective transfer of senior

management knowledge and smooth transitions involving senior management, our ability to execute short and long-term strategic, financial and operating goals, as well as our business, financial condition and results of operations generally, could be adversely affected.

***We may have difficulty successfully completing divestitures or exiting businesses***

As demonstrated most recently with the WD Services sale in 2018 and various other transactions involving WD Services, as well as the sale of a controlling interest in Matrix in 2016, we may dispose of all or a portion of our investments or exit businesses based on a variety of factors, including availability of alternative opportunities to deploy capital or otherwise maximize shareholder value as well as other strategic considerations. A divestiture or business termination could result in difficulties in the separation of operations, services, products and personnel, the diversion of management's attention, the disruption of our business and the potential loss of key employees and customers. A divestiture or business termination may be subject to the satisfaction of pre-closing conditions as well as to obtaining necessary regulatory approvals, which, if not satisfied or obtained, may prevent us from completing the disposition or business termination, whether or not the disposition or business termination has been publicly announced. A divestiture or business termination may also involve continued financial involvement in the divested assets and businesses, such as indemnities or other financial obligations, including continuing obligations to employees, in which the performance of the divested assets or businesses could impact our financial position and results of operations. Further, such divestitures may result in proceeds to us in an amount less than we expect or less than our assessment of the value of those assets. Any sale of our assets could result in a loss on divestiture. Any of the foregoing could adversely affect our financial condition and results of operations.

***The indemnification provisions of acquisition and disposition agreements by which we have acquired or sold companies may result in liabilities.***

We rely heavily on the representations and warranties and related indemnities provided to us by the sellers of acquired companies, including as they relate to creation, ownership and rights in intellectual property and compliance with laws and contractual requirements. However, the liability of the former owners is limited under the relevant acquisition agreements, and certain sellers may be unable to meet their indemnification responsibilities. Similarly, the purchasers of our divested operations may from time to time agree to indemnify us for operations of such businesses after the closing. We cannot be assured that any of these indemnification provisions will fully protect us, and as a result we may face unexpected liabilities that adversely affect our consolidated results of operations, financial condition and cash flows.

In addition, we have provided certain indemnifications in connection with the WD Services sale in 2018, the Matrix Transaction in 2016 and the Human Services Sale in 2015. To the extent we choose to divest other operations of our businesses in the future, we expect to provide certain indemnifications in connection with these divestitures. We may face liabilities in connection with these current or future indemnification obligations that may adversely affect our consolidated results of operations, financial condition and cash flows.

***Our success depends on our ability to compete effectively in the marketplace.***

We compete for clients and for contracts with a variety of organizations that offer similar services. Many organizations of varying sizes compete with us, including local not-for-profit organizations and community-based organizations, larger companies, organizations that currently provide or may begin to provide similar NET management services (including transportation network companies such as Uber and Lyft) and CHA providers. Some of these companies may have greater financial, technical, political, marketing, name recognition and other resources and a larger number of clients or payors than we do. In addition, some of these companies offer more services than we do. To remain competitive, we must provide superior services and performance on a cost-effective basis to our customers.

The market in which we operate is influenced by technological developments that affect cost-efficiency and quality of services, and the needs of our customers change and evolve regularly. Accordingly, our success depends on our ability to develop services that address these changing needs and to provide technology needed to deliver these services on a cost-effective basis. Our competitors may better utilize technology to change the way services in our industry are designed and delivered and they may be able to provide our customers with different or greater capabilities than we can provide, including better contract terms, technical qualifications, price and availability of qualified professional personnel. In addition, new or disruptive technologies and methodologies of our competitors may make our services uncompetitive.

In conjunction with our ongoing efforts to improve cost-efficiency and the customer experience, in September 2018, we completed our acquisition of Circulation. We incurred costs associated with such acquisition and will also incur costs as we

continue to implement the Circulation Select technology across LogistiCare's existing operations, but there is no guarantee that this will ultimately serve our business purposes or result in lower costs or improved customer experience.

We have experienced, and expect to continue to experience, competition from new entrants into the markets in which we operate. Increased competition may result in pricing pressures, loss of or failure to gain market share or loss of or failure to gain clients or payors, any of which could have a material adverse effect on our operating results. Our business may also be adversely affected by the consolidation of competitors, which may result in increased pricing pressure or negotiating leverage with payors, or by the provision of our services by payors or clients directly, including through the acquisition of competitors.

***We may be adversely affected by inadequacies in, or security breaches of, our information technology systems.***

Our information technology systems are critically important to our operations and we must implement and maintain appropriate and sufficient infrastructure and systems to support growth and business processes. We provide services to individuals, including services that require us to collect, process and maintain sensitive and personal client information, including information relating to their health, identification numbers and other personal data. As a result, we are subject to complex and evolving U.S. privacy laws and regulations, including those pertaining to the handling of personal data, such as the California Consumer Privacy Act of 2018 ("CCPA"). Government authorities around the world are considering, or are in the process of implementing, new data protection regulations. Many of these laws and regulations are subject to uncertain application, interpretation or enforcement standards that could result in claims, changes to our business practices, data processing and security systems, penalties, increased operating costs or other impacts on our businesses. For example, the CCPA recently went into effect on January 1, 2020, and affords California residents and households expanded privacy protections. The recently enacted laws often provide for civil penalties for violations, as well as a private right of action for data breaches that may increase data breach litigation. Further, while we are using internal and external resources to monitor compliance with and to continue to modify our data processing practices and policies in order to comply with evolving privacy laws, relevant regulatory authorities could determine that our data handling practices fail to address all the requirements of certain new laws, which could subject us to penalties and/or litigation. In addition, there is no assurance that our security controls over personal data, the training of employees and vendors on data privacy and data security, and the policies, procedures and practices we implemented or may implement in the future will prevent the improper disclosure of personal data. Improper disclosure of personal data in violation of the CCPA and/or of other personal data protection laws could harm our reputation, cause loss of consumer confidence, subject us to government enforcement actions (including fines), or result in private litigation against us, which could result in loss of revenue, increased costs, liability for monetary damages, fines and/or criminal prosecution, all of which could adversely affect our business, consolidated results of operations, financial condition and cash flows.

We also rely on our information technology systems (some of which are outsourced to third parties) to manage the data, communications and business processes for all other functions, including our marketing, sales, logistics, customer service, accounting and administrative functions. Further, our systems include interfaces to third-party stakeholders, often connected via the Internet. In addition, certain of our services or information related to our services are carried out or hosted within our customers' IT systems, and any failure or weaknesses in their IT systems may negatively impact our ability to deliver the services, for which we may not receive relief from contractual performance obligations or compensation for services provided. As a result of the data we maintain and third-party access, we are subject to increasing cybersecurity risks. The nature of our business, where services are often performed outside of locations where network security can be assured, adds additional risk.

If we do not allocate and effectively manage the resources necessary to build, sustain and protect an appropriate technology infrastructure, our business or financial results could be negatively impacted. Furthermore, computer hackers and data thieves are increasingly sophisticated and operate large scale and complex automated attacks and our information technology systems may be vulnerable to material security breaches (including the access to or acquisition of customer, employee or other confidential data), cyber-based attacks or other material system failures. Because the techniques used to obtain unauthorized access or sabotage systems change frequently and may be difficult to detect for long periods of time, we may be unable to implement adequate preventative measures sufficient to prevent a breach of our systems and protect sensitive data. Any breach of our data security could result in an unauthorized release or transfer of customer or employee information, or the loss of valuable business data or cause a disruption in our business. A failure to prevent, detect and respond in a timely manner to a major breach of our data security or to other cybersecurity threats could result in system disruption, business continuity issues or compromised data integrity. These events or any other failure to safeguard personal data could give rise to unwanted media attention, damage our reputation, damage our customer relationships and result in lost sales, fines or lawsuits. We may also be required to expend significant capital and other resources to protect against or respond to or alleviate problems caused by a security breach. If we are unable to prevent material failures, our operations may be impacted, and we may suffer other negative consequences such as reputational damage, litigation, remediation costs, a requirement not to operate our business until defects are remedied or penalties under various data privacy laws and regulations, any of which could



detrimentally affect our business, financial condition and results of operations.

***Failure to protect our client's privacy and confidential information could lead to legal liability, adversely affect our reputation and have a material adverse effect on our business, financial condition and results of operations.***

We retain confidential information in our computer systems, including personal information about our end users, such as names, addresses, phone numbers, email addresses, identification numbers and payment account information. Malicious cyber-attacks to gain access to personal information affect many companies across various industries, including ours. Pursuant to federal and state laws, various government agencies have established rules protecting the privacy and security of personal information. In addition, most states have enacted laws, which vary significantly from jurisdiction to jurisdiction, to safeguard the privacy and security of personal information. An increasing number of states require that customers be notified if a security breach results in the inappropriate disclosure of personally identifiable customer information. Any compromise of the security of our systems that results in the disclosure of personally identifiable customer or employee information or inadvertent disclosure of any clients' personal information could damage our reputation, deter people from using our services, expose us to litigation, increase regulatory scrutiny and require us to incur significant technical, legal and other expenses. In addition, data breaches impacting other companies, such as our vendors, may allow cybercriminals to obtain personally identifiable information about our customers. Cybercriminals may then use this information to, among other things, attempt to gain unauthorized access to our customers' accounts, which could have a material adverse effect on our reputation, business and results of operations or financial condition.

***Failure to maintain or to develop further reliable, efficient and secure information technology systems would be disruptive to our operations and diminish our ability to compete and grow our business successfully.***

We are highly dependent on efficient and uninterrupted performance of our information technology and business systems. These systems quote, process and service our business, and perform financial functions necessary for pricing and service delivery. These systems must also be able to undergo periodic modifications and improvements without interruptions or untimely delays in service. Additionally, our ability to integrate our systems with those of our clients is critical to our success. Our information systems rely on the commitment of significant financial and managerial resources to maintain and enhance existing systems as well as develop and create new systems to keep pace with continuing changes in information processing technology or evolving industry and regulatory requirements. However, we still rely on manual processes and procedures, including accounting, reporting and consolidation processes that may result in errors and may not scale proportionately with our business growth.

A failure or delay to achieve improvements in our information technology platforms could interrupt certain processes or degrade business operations and could place us at a competitive disadvantage. If we are unable to implement appropriate systems, procedures and controls, we may not be able to successfully offer our services and grow our business and account for transactions in an appropriate and timely manner, which could have an adverse effect on our business, financial condition and results of operations.

***Our results of operations will continue to fluctuate due to seasonality.***

Our operating results and operating cash flows normally fluctuate as a result of seasonal variations in our business. Due to higher demand in the summer months and lower demand in the winter months, we normally experience lower operating margins in the summer and higher operating margins in the winter.

***Our reported financial results could suffer if there is an impairment of long-lived assets.***

We are required under generally accepted accounting principles in the United States of America ("GAAP") to review the carrying value of long-lived assets to be used in operations whenever events or changes in circumstances indicate that the carrying amount of the assets may be impaired. Factors that may necessitate an impairment assessment include, among others, significant adverse changes in the extent or manner in which an asset is used, significant adverse changes in legal factors or the business climate that could affect the value of an asset or significant declines in the observable market value of an asset. Where the presence or occurrence of those events indicates that an asset may be impaired, we assess its recoverability by determining whether the carrying value of the asset exceeds the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the asset over the remaining economic life of the asset. If such testing indicates the carrying value of the asset is not recoverable, we estimate the fair value of the asset using appropriate valuation methodologies, which would typically include an estimate of discounted cash flows. If the fair value of those assets is less than carrying value, we record an impairment loss equal to the excess of the carrying value over the estimated fair value. The use of different estimates or assumptions in determining the fair value of our intangible assets may result in different values for those assets, which could

result in an impairment or, in the period in which an impairment is recognized, could result in a materially different impairment charge. For example, we recorded an asset impairment charge of \$14.2 million in 2018 related to NextGen.

In addition, goodwill may be impaired if the estimated fair value of our reporting unit is less than the carrying value of the respective reporting unit. As a result of our growth, in part through acquisitions, goodwill and other intangible assets represent a significant portion of our assets. For example, goodwill generated in relation to the acquisition of Circulation in 2018 was \$40.0 million. We perform an analysis on our goodwill balances to test for impairment on an annual basis. Interim impairment tests may also be required in advance of our annual impairment test if events occur or circumstances change that would more likely than not reduce the fair value, including goodwill, of our reporting unit below the reporting unit's carrying value. Such circumstances could include but are not limited to: (1) loss of significant contracts, (2) a significant adverse change in legal factors or in the climate of our business, (3) unanticipated competition, (4) an adverse action or assessment by a regulator or (5) a significant decline in our stock price.

As of December 31, 2019, the carrying value of goodwill, intangibles and property and equipment, net was \$135.2 million, \$19.9 million and \$23.2 million, respectively. We continue to monitor the carrying value of these long-lived assets. If future conditions are different from management's estimates at the time of an acquisition or market conditions change subsequently, we may incur future charges for impairment of our goodwill, intangible assets, or property and equipment which could have a material adverse impact on our results of operations and financial position.

***Our use of a reinsurance program and insurance programs to cover certain claims for losses suffered and costs or expenses incurred could negatively impact our business.***

We reinsured a substantial portion of our automobile, general liability, professional liability and workers' compensation insurance policies through May 15, 2017. Upon renewal of the policies, we made the decision to no longer reinsure these risks, although we continue to resolve claims under the historical policy years. Through February 15, 2011, one of our subsidiaries also insured certain general liability, automobile liability, and automobile physical damage coverage for independent third-party transportation providers. In the event that actual reinsured losses increase unexpectedly and substantially exceed actuarially determined estimated reinsured losses under the program, the aggregate of such losses could materially increase our liability and adversely affect our financial condition, liquidity, cash flows and results of operations.

In addition, under our current insurance policies, we are subject to deductibles, and thus retain exposure within these limits. In the event that actual losses within our deductible limits increase unexpectedly and substantially exceed our expected losses, the aggregate of such losses could materially increase our liability and adversely affect our financial condition, liquidity, cash flows and results of operations.

As the availability to us of certain traditional insurance coverage diminishes or increases in cost, we will continue to evaluate the levels and types of insurance coverage we include in our reinsurance and self-insurance programs, as well as the deductible limits within our traditional insurance programs. Any increase to these reinsurance and self-insurance programs or increases in deductible limits increases our risk exposure and therefore increases the risk of a possible material adverse effect on our financial condition, liquidity, cash flows and results of operations.

***Inaccurate, misleading or negative media coverage could damage our reputation and harm our ability to maintain or procure contracts.***

There is sometimes media coverage regarding services that we or our competitors provide or contracts that we or our competitors are a party to. Inaccurate, misleading or negative media coverage about us could harm our reputation and, accordingly, our ability to maintain our existing contracts or procure new contracts.

## **Regulatory Risks**

***We conduct business in a heavily regulated healthcare industry. Compliance with existing laws is costly, and changes in laws or violations of laws may result in increased costs or sanctions that could reduce our revenue and profitability.***

The U.S. healthcare industry is subject to extensive federal and state laws relating to, among other things:

- professional licensure;
- conduct of operations;
- addition of facilities, equipment and services, including certificates of need;

- coding and billing related to our services; and

- payment for services.

Both federal and state government agencies have increased coordinated civil and criminal enforcement efforts related to the healthcare industry. Regulations related to the healthcare industry are extremely complex and, in many instances, the industry does not have the benefit of significant regulatory or judicial interpretation of those laws. The Patient Protection and Affordable Care Act, as well as the attempts to invalidate all or portions of those laws in ongoing legislation, has also introduced some degree of regulatory uncertainty as the industry does not know how the changes it introduced or changes to it will affect many aspects of the industry.

Medicare and Medicaid anti-fraud and abuse laws prohibit certain business practices and relationships related to items and services reimbursable under Medicare, Medicaid and other governmental healthcare programs, including the payment or receipt of remuneration to induce or arrange for referral of patients or recommendation for the provision of items or services covered by Medicare or Medicaid or any other federal or state healthcare program (referred to as “the Anti-Kickback Statute and Civil Monetary Penalty Rules Regarding Beneficiary Inducements”). Federal and state laws also prohibit the submission of false or fraudulent claims, including claims to obtain reimbursement under Medicare and Medicaid (referred to as “the False Claims Act”). We have implemented compliance policies to help assure our compliance with these regulations as they become effective; however, different interpretations or enforcement of these laws and regulations in the future could subject our practices to allegations of impropriety or illegality or could require us to make changes in our facilities, equipment, personnel, services or the manner in which we conduct our business.

***Changes in budgetary priorities of the government entities that fund the services we provide could result in the loss of contracts or a decrease in amounts payable to us under our contracts.***

Our revenue is largely derived from contracts that are directly or indirectly paid or funded by government agencies. All of these contracts are subject to legislative appropriations and state and/or national budget approval, as well as changes to potential eligibility for services. The availability of funding under our contracts with state governments is dependent in part upon federal funding to states. Changes in Medicaid provider reimbursement and federal matching funds methodologies may further reduce the availability of federal funds to states in which we provide services. CMS has repeatedly invited states to submit requests for waivers to CMS that would allow states to reduce or eliminate the NET benefit for some populations. In response, several states have asked for and received temporary waivers of NET requirements for the Medicaid expansion or non-disabled adult population. In addition, in late 2018, the Office of Management and Budget published in the Unified Agenda DHHS's intention to revise the current regulations under which states are required to provide NET services for all Medicaid beneficiaries. The stated goal of this proposed rule is to provide states with greater flexibility as part of the administration's reform initiatives. It is possible that revised regulations could be issued in 2020 making it optional for the states to provide NET services to some or all Medicaid beneficiaries. Such changes, individually or in the aggregate, could have a material adverse effect on our operations although the extent of such impact is unknowable and will depend on the decisions of each state and, in some circumstances, each Medicaid managed care organization.

Currently, many of the U.S. states in which our segments operate are facing budgetary shortfalls or changes in budgetary priorities. While many of these states are dealing with budgetary concerns by shifting costs from institutional care to home and community based care such as we provide, there is no assurance that this trend will continue. In addition, because funding under our contracts is dependent in part upon federal funding, such funding changes could have a significant effect upon such segments' businesses.

Consequently, a significant decline in government expenditures or the number of program beneficiaries, a shift of expenditures or funding away from programs that call for the types of services that we provide, or change in government contracting or funding policies could cause payors to terminate their contracts with us or reduce their expenditures under those contracts, either of which could have a negative impact on our financial position and operating results.

***We are subject to regulations relating to privacy and security of patient and service user information. Failure to comply with privacy and security regulations could result in a material adverse impact on our segments' operating results.***

There are numerous federal and state regulations addressing patient information privacy and security concerns. In particular, the federal regulations issued under HIPAA contain provisions that:

- protect individual privacy by limiting the uses and disclosures of patient information;
- require the implementation of security safeguards to ensure the confidentiality, integrity and availability of individually identifiable health information in electronic form; and
- prescribe specific transaction formats and data code sets for certain electronic healthcare transactions.

We invest considerable time and resources in ensuring compliance with state and federal privacy laws and regulations. These investments could negatively impact our financial position and results of operations. Further, the HIPAA regulations and state privacy laws expose us to increased regulatory risk, as the penalties associated with a failure to comply or with information security breaches, even if unintentional, could have a material adverse effect on our financial position and results of operations.

***We could be subject to actions for false claims or recoupment of funds pursuant to certain audits for non-compliance with government coding and billing rules, which could have a material adverse impact on our operating results.***

If we fail to comply with federal and state documentation, coding and billing rules, we could be subject to criminal or civil penalties, loss of licenses and exclusion from the Medicare and Medicaid programs, which could have a material adverse impact on our financial position and operating results. In billing for our services to third-party clients, we must follow complex documentation, coding and billing rules. These rules are based on federal and state laws, rules and regulations, various government pronouncements, including guidance and notices, and industry practice. Failure to follow these rules could result in potential criminal or civil liability under the federal False Claims Act, under which extensive financial penalties can be imposed or under various state statutes which prohibit the submission of false claims for services covered. Compliance failure could further result in criminal liability under various federal and state criminal or civil statutes. We may be subject to audits conducted by our clients or their proxies, including the Unified Program Integrity Contractors, regional federal program integrity contractors for the Medicare and Medicaid programs, that may result in recoupment of funds. In addition, our clients may be subject to certain audits that may result in recoupment of funds from our clients that may, in turn, implicate us. We could be adversely affected in the event such an audit results in negative findings and recoupment from or penalties to our customers.

Our contracts are subject to stringent claims and invoice processing regimes which vary depending on the customer and nature of the payment mechanism. Government entities may take the position that if a transport cannot be matched to a medically necessary healthcare event, or is conducted inconsistently with contractual, regulatory or even policy requirements, payment for such transport may be recouped by such customer.

While we carefully and regularly review documentation, and coding and billing practices, the rules are frequently vague and confusing and they cannot ensure that governmental investigators, private insurers or private whistleblowers will not challenge our practices. Such a challenge could result in a material adverse effect on our financial position and results of operations.

***We could be subject to civil penalties and loss of business if we fail to comply with applicable bribery, corruption and other regulations governing business with public organizations.***

We are subject to the federal Anti-Kickback Statute, which prohibits the offer, payment, solicitation or receipt of any form of remuneration in return for referring, ordering, leasing, purchasing or arranging for or recommending the ordering, purchasing or leasing of items or services payable by a federally funded healthcare program. Any of our financial relationships with healthcare providers will be potentially implicated by this statute to the extent Medicare or Medicaid referrals are implicated. Violations of the Anti-Kickback Statute could result in substantial civil or criminal penalties, including criminal fines of up to \$100,000 per violation, imprisonment of up to ten years, civil penalties under the Civil Monetary Penalties Law of up to \$100,000 per violation, plus three times the remuneration involved, civil penalties under the False Claims Act of up to \$22,363 for each claim submitted, plus three times the amounts paid for such claims and exclusion from participation in the Medicaid and Medicare programs. Any such penalties could have a significant negative effect on our operations. Furthermore, the exclusion could result in significant reductions in our revenues, which could materially and adversely affect our business, financial position and results of operations. In addition, many states have adopted laws similar to the federal Anti-Kickback Statute with similar penalties. On October 9, 2019, DHHS published a proposed rule to amend the local transportation safe harbor to the Anti-Kickback Statute and Civil Monetary Penalty Rules Regarding Beneficiary Inducements, which, when finalized, may change our compliance requirements. Based on the contents of the proposed rule, our compliance risk will either be reduced or remain unchanged in comparison to current requirements.

***Changes to the regulatory landscape applicable to Matrix could have a material adverse effect on our results of operations and financial condition.***

The CHA services industry is primarily regulated by federal and state healthcare laws and the requirements of participation and reimbursement of the MA Program established by CMS. From time to time, CMS considers changes to regulatory guidelines with respect to prospective CHAs or the risk adjusted payment system applicable to Matrix's MA plan customers. CMS could adopt new requirements or guidelines that may, for example, increase the costs associated with CHAs,



limit the opportunities and settings available to administer CHAs, or otherwise change the risk adjusted payment system in a way that would adversely impact our business. Further, changes in or adoption of new state laws governing the scope of practice of mid-level practitioners, or more restrictive interpretations of such laws, may restrict Matrix's ability to provide services using nurse practitioners. Any such implementation of additional regulations on the CHA industry by CMS or other regulatory bodies or further regulation of mid-level practitioners could have a material adverse impact on Matrix's revenues and margins, which could have a material adverse impact on our consolidated results of operations and financial position.

***As government contractors, our segments are subject to an increased risk of litigation and other legal actions and liabilities.***

As government contractors, our segments are subject to an increased risk of investigation, criminal prosecution, civil fraud, whistleblower lawsuits and other legal actions and liabilities that are not as frequently experienced by companies that do not provide government sponsored services. Companies providing government sponsored services can also become involved in public inquiries which can lead to negative media speculation or potential cancellation or termination of contracts. Further, government contract awards are frequently challenged by the losing bidders leading to delays in contract start dates, rebids, or even loss of a previously awarded contract.

***Our business is subject to licensing regulations and other regulatory provisions, including provisions governing surveys and audits. Changes to, or violations of, these regulations could negatively impact us.***

In many of the locations where we operate, we are required by local laws to obtain and maintain licenses. The applicable state and local licensing requirements govern the services we provide, the credentials of staff, record keeping, treatment planning, client monitoring and supervision of staff. The failure to maintain these licenses or the loss of a license could have a material adverse impact on us and could prevent us from providing services to clients in a given jurisdiction. Our contracts are subject to surveys or audit by our payors or clients. We are also subject to regulations that restrict our ability to contract directly with a government agency in certain situations. Such restrictions could affect our ability to contract with certain payors and clients, and could have a material adverse impact on our financial condition and results of operations.

***Our contracts are subject to audit and modification by the payors with whom we contract, at their sole discretion.***

Our businesses depend on our ability to successfully perform under various government funded contracts. Under the terms of these contracts, payors, government agencies or their proxy contractors can review our compliance or performance, as well as our records and general business practices at any time, and may, in their discretion:

- suspend or prevent us from receiving new contracts or extending existing contracts because of violations or suspected violations of procurement laws or regulations;
- terminate or modify our existing contracts;
- reduce the amount we are paid under our existing contracts; or
- audit and object to our contract related fees.

Any increase in the number or scope of audits could increase our expenses, and the audit process may disrupt the day-to-day operations of our business and distract management. If payors have significant audit findings, or if they make material modifications to our contracts, it could have a material adverse impact on our financial position and results of operations.

***Our estimated income taxes could be materially different from income taxes that we ultimately pay.***

We are subject to income taxation in both the U.S. and, due to our ownership of international entities prior to the WD Services sale, 10 foreign countries, including specific states or provinces where we operate. Our total income tax provision is a function of applicable local tax rates and the geographic mix of our income from continuing and discontinued operations before taxes, which is itself impacted by currency movements. Consequently, the isolated or combined effects of unfavorable movements in tax rates, geographic mix, or foreign exchange rates could reduce our after-tax income.

Our total income tax provision is based on our income and the tax laws in the various jurisdictions in which we operate. Significant judgment and estimation is required in determining our annual income tax expense and in evaluating our tax positions and related matters. In the ordinary course of our business, there are many transactions and calculations for which the ultimate tax determinations are uncertain or otherwise subject to interpretation. In addition, we make judgments regarding the applicability of tax treaties and the appropriate application of transfer pricing regulations. In the event one taxing jurisdiction disagrees with another taxing jurisdiction with respect to the amount or applicability of a particular type of tax, or the amount or availability of a particular type of

tax refund or credit, we could experience temporary or permanent double taxation and increased professional fees to resolve such taxation matters.

Our determination of our income tax liability is always subject to review by applicable tax authorities, and we have been audited by various jurisdictions in prior years. We are currently under examination by the Internal Revenue Service as a result of the large refund received from the loss on the WD Services sale. In addition, we are being examined by various states and by the Saudi Arabian tax authorities. Although we believe our income tax estimates and related determinations are reasonable and appropriate, relevant taxing authorities may disagree. The ultimate outcome of any such audits and reviews could be materially different from the estimates and determinations reflected in our historical income tax provisions and accruals. Any adverse outcome of any such audit or review could have an adverse effect on our financial condition and the results of our operations.

## **Risks Related to Our Indebtedness**

***Restrictive covenants in our Credit Agreement may limit our current and future operations, particularly our ability to respond to changes in our business or to pursue our business strategies.***

The terms contained in the agreements that govern certain of our indebtedness, including our Amended and Restated Credit and Guaranty Agreement (as amended, supplemented, or modified, the “Credit Agreement”), and the agreements that govern any future indebtedness of ours, may include a number of restrictive covenants that impose significant operating and financial restrictions, including restrictions on our ability to take actions that we believe may be in our best interest. These agreements, among other things, limit our ability to:

- incur additional debt;
- provide guarantees in respect of obligations of other persons;
- issue redeemable stock and preferred stock;
- pay dividends or distributions or redeem or repurchase capital stock;
- make loans, investments and capital expenditures;
- enter into transactions with affiliates;
- create or incur liens;
- make distributions from our subsidiaries;
- sell assets and capital stock of our subsidiaries;
- make acquisitions; and
- consolidate or merge with or into, or sell substantially all of our assets to, another person.

A breach of the covenants or restrictions could result in a default under the applicable agreements that govern our indebtedness. Such default may preclude us from drawing from our senior secured credit facility (the “Credit Facility”) or allow the creditors to accelerate the related debt and may result in the acceleration of any other debt that we may incur to which a cross acceleration or cross-default provision applies. In the event our lenders accelerate the repayment of our borrowings, we cannot assure that we and our subsidiaries would have sufficient assets to repay such indebtedness.

***Expiration of existing Credit Facility, loss of available financing or an inability to renew, or refinance our debt could have an adverse effect on our financial condition and results of operations.***

At December 31, 2019, we had no balance outstanding and our available credit under the Credit Facility was \$186.5 million. However, the Credit Facility matures on August 2, 2020 and there can be no assurance that we will be able to extend our current Credit Facility or enter into a new one on terms that are acceptable to us, or at all. If our cash on hand is insufficient, or we are unable to generate sufficient cash flows in the future to cover our cash flow and liquidity needs and service our debt, we may be required to seek additional sources of funds, including extending or replacing our maturing Credit Facility, refinancing all or a portion of our existing or future debt, incurring additional debt to maintain sufficient cash flow to fund our ongoing operating needs and fund anticipated expenditures. There can be no assurance that any new financing or refinancing will be possible or obtained on terms acceptable to us, or at all. If we are unable to obtain needed financing, we may (i) be unable to satisfy our ongoing obligations, (ii) be unable to pursue future business opportunities or fund acquisitions, (iii) find it more difficult to fund future operating costs, tax payments or general corporate expenditures and (iv) become vulnerable to adverse general economic, capital markets and industry conditions. Any of these circumstances could have a material adverse effect on our financial position, liquidity and results of operations.

***We may incur substantial additional indebtedness in the future, which could impair our financial condition.***

We may incur substantial additional indebtedness in the future to fund activities including but not limited to share repurchases, acquisitions, cash dividends and business expansion. Any existing and future indebtedness increases the risk that

we may be unable to generate cash sufficient to pay amounts due in respect of such indebtedness. Future substantial indebtedness could have other important consequences on our business. For example, it could:

- make it more difficult for us to satisfy our obligations;
- make it more difficult to renew or enter into new contracts with existing and potential future clients;
- limit our ability to borrow additional amounts to fund working capital, capital expenditures, debt service requirements, execution of our business strategy or acquisitions and other purposes;
- require us to dedicate a substantial portion of our cash flow from operations to pay principal and interest on our debt, which would reduce the funds available to us for other purposes;
- restrict our ability to dispose of assets and use the proceeds from any such dispositions;
- restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due;
- make us more vulnerable to adverse changes in general economic, industry and competitive conditions, as well as in government regulation and to our business; and
- expose us to risks inherent in interest rate fluctuations because some of our borrowings are at variable rates of interest, which could result in higher interest expense in the event of increases in interest rates.

Our ability to satisfy and manage our debt obligations depends on our ability to generate cash flow and on overall financial market conditions. To some extent, this is subject to prevailing economic and competitive conditions and to certain financial, business and other factors, many of which are beyond our control. Our business may not generate sufficient cash flow from operations to permit us to pay principal, premium, if any, or interest on our debt obligations. If we are unable to generate sufficient cash flow from operations to service our debt obligations and meet our other cash needs, we may be forced to reduce or delay capital expenditures, sell or curtail assets or operations, seek additional capital, or seek to restructure or refinance our indebtedness. If we must sell or curtail our assets or operations, it may negatively affect our ability to generate revenue.

### **Risks Related to Our Capital Stock**

#### ***Our annual operating results and stock price may be volatile or may decline significantly regardless of our operating performance.***

Our annual operating results and the market price for our Common Stock may fluctuate significantly in response to a number of factors, many of which we cannot control, including:

- changes in rates or coverage for services by payors;
- changes in Medicaid, Medicare or other U.S. federal or state rules, regulations or policies;
- market conditions or trends in our industry or the economy as a whole; including, without limitation, increases in the minimum wage in various jurisdictions in which we operate, and fluctuations in the size of the Medicare member population as well as overall health of its members;
- increased competition, including through insourcing of services by our clients and new entrants to the market;
- other events or factors, including those resulting from war, incidents of terrorism, natural disasters or responses to these events;
- changes in tax law; and
- changes in accounting principles.

In addition, the stock markets, and in particular, NASDAQ, have experienced considerable price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we become involved in securities litigation, we could incur substantial costs, and our resources and the attention of management could be diverted from our business.

#### ***The Company depends on its subsidiaries for cash to fund all of its operations and expenses, including to make future dividend payments, if any.***

Our operations are conducted entirely through our subsidiaries and our ability to generate cash to fund all of our operations and expenses, to pay dividends or to meet any debt service obligations is highly dependent on the earnings and the receipt of funds from our subsidiaries via dividends or intercompany loans. We do not currently expect to declare or pay dividends on our Common Stock for the foreseeable future; however, to the extent that we determine in the future to pay dividends on our Common Stock, none of our subsidiaries will be obligated to make funds available to us for the payment of dividends. Further, the agreement governing our Credit Agreement significantly restricts the ability of our subsidiaries to pay dividends, make loans or otherwise transfer assets to us. In addition, Delaware law may impose requirements that may restrict

our ability to pay dividends to holders of our Common Stock. We do, however, pay cash dividends on redeemable convertible preferred stock quarterly in arrears on January 1, April 1, July 1 and October 1 of each year.

***If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our stock price and trading volume could decline.***

The trading market for our Common Stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. If one or more analysts downgrade our stock or publish misleading or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which could cause our stock price or trading volume to decline.

***Future sales of shares by existing stockholders could cause our stock price to decline.***

Sales of substantial amounts of our Common Stock in the public market, or the perception that these sales could occur, could cause the market price of our Common Stock to decline. As of February 24, 2020, we had 13,025,727 outstanding shares of Common Stock which are freely transferable without restriction or further registration under the Securities Act, unless held by or purchased by our “affiliates” as that term is defined in Rule 144 under the Securities Act. Shares of our Common Stock held by or purchased by our affiliates are restricted securities within the meaning of Rule 144 under the Securities Act, but will be eligible for resale subject to applicable volume, means of sale, holding period and other limitations of Rule 144 under the Securities Act.

As of December 31, 2019, shares of our Preferred Stock were convertible into 2,002,979 shares of Common Stock. On September 9, 2019, we filed a registration statement under the Securities Act relating to (i) 3,145,102 shares of Common Stock, consisting of 1,224,557 shares of Common Stock and 1,920,545 shares of Common Stock issuable upon the conversion of shares of Preferred Stock and (ii) 765,916 shares of Preferred Stock, for the sale by Coliseum Capital Co-Invest, L.P., Coliseum Capital Partners, L.P., Coliseum Capital Partners II, L.P. and Blackwell Partners, LLC - Series A (collectively, the “Coliseum Stockholders”) of such securities, which was declared effective on September 18, 2019.

In August 2016, we filed a registration statement under the Securities Act to register additional shares of Common Stock to be issued under our equity compensation plans and, as a result, all shares of Common Stock acquired upon exercise of stock options granted under our plans will also be freely tradable under the Securities Act, unless purchased by our affiliates. As of December 31, 2019, there were stock options outstanding to purchase a total of 639,412 shares of our Common Stock and there were 90,189 shares of our Common Stock subject to restricted stock awards. In addition, 1,306,243 shares of our Common Stock are reserved for future issuances under the plan.

***The terms of our Preferred Stock contain restrictive covenants that may impair our ability to conduct business and we may not be able to maintain compliance with the obligations under our outstanding Preferred Stock which could have a material adverse effect on our future results of operations, financial position, and our stock price.***

On February 11, 2015 and March 12, 2015, we issued \$65.5 million and \$15.8 million, respectively, of Preferred Stock. The terms of the Preferred Stock require us to pay mandatory quarterly dividends, either in cash or through an increase in the stated principal value of such stock. Our ability to satisfy and manage our obligations under our outstanding Preferred Stock depends, in part, on our ability to generate cash flow and on overall financial market conditions. Additionally, the terms of our Preferred Stock contain operating and financial covenants that limit management’s discretion with respect to certain business matters. Among other things, these covenants, subject to certain limitations and exceptions, restrict our ability to incur additional debt, sell or otherwise dispose of our assets, make acquisitions, and merge or consolidate with other entities. As a result of these covenants and restrictions, we may be limited in how we conduct our business, which could have a material adverse effect on our future results of operations, financial position, and our stock price.

***Future offerings of debt or equity securities that would rank senior to our Common Stock, may adversely affect the market price of our Common Stock.***

If, in the future, we decide to issue debt or equity securities that rank senior to our Common Stock, it is likely that such securities will be governed by an indenture or other instrument containing covenants restricting our operating flexibility. Additionally, any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges more favorable than those of our Common Stock and may result in dilution to owners of our Common Stock. We and, indirectly, our stockholders, will bear the cost of issuing and servicing such securities. Because our decision to issue debt or equity securities in any future offering will depend on market conditions and other factors beyond our control, we cannot



predict or estimate the amount, timing or nature of our future offerings. Thus, holders of our Common Stock will bear the risk of our future offerings reducing the market price of our Common Stock and diluting the value of their stock holdings in us.

***Fulfilling our obligations incident to being a public company, including with respect to the requirements of and related rules under the Sarbanes-Oxley Act of 2002, is expensive and time-consuming, and any delays or difficulties in satisfying these obligations could have a material adverse effect on our future results of operations, financial position, and our stock price.***

We are subject to the reporting and corporate governance requirements, under the listing standards of NASDAQ and the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), that apply to issuers of listed equity, which impose certain significant compliance costs and obligations upon us. Being a publicly listed company requires a significant commitment of additional resources and management oversight resulting in increased operating costs. These requirements also place additional demands on our finance and accounting staff and on our financial accounting and information systems. Other expenses associated with being a public company include increases in auditing, accounting and legal fees and expenses, investor relations expenses, increased directors' fees and director and officer liability insurance costs, registrar and transfer agent fees and listing fees, as well as other expenses. Additionally, as a public company, we are required, among other things, to define and expand the roles and the duties of our Board of Directors ("Board") and its committees and institute more comprehensive compliance and investor relations functions.

If we fail to maintain effective internal control over financial reporting in the future, the accuracy and timing of our financial reporting may be adversely affected. Preparing our consolidated financial statements involves a number of complex manual and automated processes, which are dependent upon individual data input or review and require significant management judgment. One or more of these elements may result in errors that may not be detected and could result in a material misstatement of our consolidated financial statements. If a material misstatement occurs in the future, we may fail to meet our future reporting obligations. For example, we may fail to file periodic reports in a timely manner or may need to restate our financial results, either of which may cause the price of our Common Stock to decline.

***If the accounting estimates we make, and the assumptions on which we rely, in preparing our financial statements prove inaccurate, our actual results may be adversely affected.***

Our financial statements have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments about, among other things, taxes, revenue recognition, contingent obligations, transportation expense, recoverability of long-lived assets and doubtful accounts. These estimates and judgments affect the reported amounts of our assets, liabilities, revenue and expenses, the amounts of charges accrued by us, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. If our estimates or the assumptions underlying them are not correct, we may need to accrue additional charges or reduce the value of assets that could adversely affect our financial position and results of operations, leading to a loss in investor confidence in our ability to manage our business and our stock price could decline.

***Anti-takeover provisions in our second amended and restated certificate of incorporation and amended and restated by-laws could discourage, delay or prevent a change of control of our company and may affect the trading price of our Common Stock.***

Our second amended and restated certificate of incorporation and amended and restated bylaws include a number of provisions that may be deemed to have anti-takeover effects, including provisions governing when and by whom special meetings of our stockholders may be called, and provisions that may discourage, delay or prevent a change in our management or control over us that stockholders may consider favorable. In addition, in the event of certain change of control transactions, holders of Preferred Stock may be entitled under the governing certificate of designations to be paid both (i) the liquidation preference per share then in effect plus certain unpaid dividends and (ii) a pro rata portion of the transaction consideration on an as-converted basis. As a result of these provisions, holders of our Common Stock may not receive the full benefit of any premium to the market price of our Common Stock offered by a bidder in a takeover context.

Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our Common Stock if the provisions are viewed as discouraging takeover attempts in the future. Our second amended and restated certificate of incorporation and amended and restated by-laws may also make it difficult for stockholders to replace or remove our management. These provisions may facilitate management entrenchment that may delay, deter, render more difficult or prevent a change in our control, which may not be in the best interests of our stockholders.

***We do not expect to pay dividends on our Common Stock and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our Common Stock.***

We currently do not expect to declare and pay dividends on our Common Stock for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth, to develop our business, invest in our technology, for working capital needs and for general corporate purposes. Therefore, you are not likely to receive any dividends on your Common Stock for the foreseeable future and the success of an investment in shares of our Common Stock will depend upon any future appreciation in their value. There is no guarantee that shares of our Common Stock will appreciate in value or even maintain the price at which stockholders have purchased their shares.

**Item 1B. *Unresolved Staff Comments.***

None.

**Item 2. *Properties.***

Our principal executive office is located in Atlanta, Georgia. As of February 20, 2020, we leased space in approximately 38 locations. The lease terms vary and we believe are generally at market rates. We believe that our properties are adequate for our current business needs, and believe that we can obtain adequate space, if needed, to meet our foreseeable business needs.

**Item 3. *Legal Proceedings.***

From time-to-time, we may become involved in legal proceedings arising in the ordinary course of our business. We cannot predict with certainty the potential for or outcome of any future litigation. Regardless of the outcome of any particular litigation and the merits of any particular claim, litigation can have a material adverse impact on our company due to, among other reasons, any injunctive relief granted which could inhibit our ability to operate our business, amounts paid as damages or in settlement of any such matter, diversion of management resources and defense costs.

On January 21, 2019, the United States District Court for the Southern District of Ohio unsealed a qui tam complaint, filed in December 2015, against Mobile Care Group, Inc., Mobile Care Group of Ohio, LLC, Mobile Care EMS & Transport, Inc. and LogistiCare Solutions, LLC (“LogistiCare”) by Brandee White, Laura Cunningham, and Jeffery Wisier (the “Relators”) alleging violations of the federal False Claims Act by presenting claims for payment to government healthcare programs knowing that the prerequisites for such claims to be paid had not been met. The Relators seek to recover damages, fees and costs under the federal False Claims Act including treble damages, civil penalties and attorneys’ fees. In addition, the Relators seek reinstatement to their jobs with the Mobile Care entities. None of the Relators were employed by LogistiCare. Prior to January 21, 2019, LogistiCare had no knowledge of the complaint. The federal government has declined to intervene against LogistiCare. The Company filed a motion to dismiss the Complaint on April 22, 2019. Although the outcome of such matter is inherently uncertain and may be materially adverse, based on current information, we do not expect the case to have a material adverse effect on our business, financial condition or results of operations.

On March 1, 2019, Meher Patel filed suit against the Company in the Superior Court of the State of California, Tuolumne County, on behalf of herself and as a class action on behalf of others similarly situated, asserting violations under the California Labor Code relating to the alleged failure by LogistiCare to comply with certain applicable state wage and related employment requirements, as well as claims of breach of contract and breach of the implied covenant of good faith and fair dealing. The plaintiff seeks to recover an unspecified amount of damages and penalties, as well as certification as a class action. On September 6, 2019, Ms. Patel amended her complaint to add Provado Mobile Health, a Company subsidiary, as a party to the suit. The Company and Provado Mobile Health have removed the case to the U.S. District Court, Eastern District of California. No amounts have been accrued for any potential losses under this matter, as management cannot reasonably predict the outcome of the litigation or any potential losses. The Company and its subsidiary intend to defend the litigation vigorously. Although the outcome of such matter is inherently uncertain and may be materially adverse, based on current information, we do not expect the case to have a material adverse effect on our business, financial condition or results of operations.

In *Lynch v. Ride Plus et al.*, a putative class action lawsuit pending in the Superior Court for the County of San Diego, California, a former Ride Plus driver (trade name for Provado Mobile Health) has sought to represent all Ride Plus drivers in California on claims identical to the Patel action noted above. Provado Mobile Health has only recently been served on this matter, and it plans to move the case to federal court and combine it with the Patel action or move to stay the case while the Patel action is pending, as the two actions cover the same subject matter. At this early stage in the litigation, it is impossible to predict with any certainty whether plaintiff will succeed in getting the court to certify a class, whether she and the class will prevail in their claims, or what they might recover.

On April 1, 2019, a purported class action was filed against LogistiCare in Texas alleging that the Company's policy with respect to timekeeping for hourly employees constituted violations of the federal Fair Labor Standards Act ("FLSA"), as well as wage and hour laws in South Carolina and Texas. Plaintiffs filed a motion for conditional certification on a nationwide basis, which LogistiCare contested. The court granted the conditional certification motion on January 22, 2020. The Company filed an appeal of the conditional certification order. The Company also plans to vigorously contest the allegations on the merits as the plaintiffs have mischaracterized the method by which employees clock in to work. At this early stage in the litigation, it is impossible to predict with any certainty whether plaintiffs will prevail on their claims, or what they might recover.

**Item 4. *Mine Safety Disclosures.***

Not applicable.

## PART II

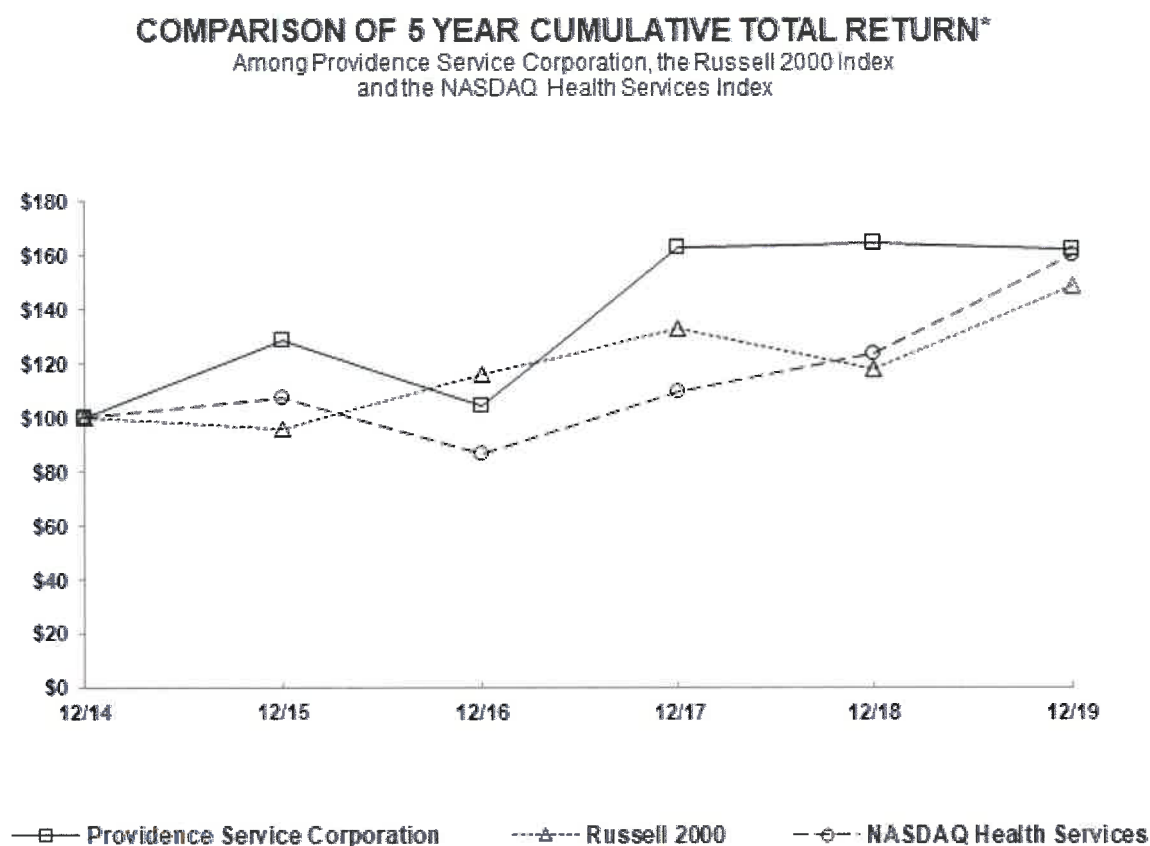
### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

#### Market for our Common Stock

Our Common Stock, our only class of common equity, has been quoted on NASDAQ under the symbol "PRSC" since August 19, 2003. Prior to that time there was no public market for our Common Stock. As of February 24, 2020, there were 20 holders of record of our Common Stock.

#### Stock Performance Graph

The following graph shows a comparison of the cumulative total return for our Common Stock, NASDAQ Health Services Index and Russell 2000 Index assuming an investment of \$100 in each on December 31, 2014.



\*\$100 invested on 12/31/14 in stock or index, including reinvestment of dividends.  
Fiscal year ending December 31.

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#### Dividends

We have not paid any cash dividends on our Common Stock and currently do not expect to pay dividends on our Common Stock. In addition, our ability to pay dividends on our Common Stock is limited by the terms of our Credit Agreement and our Preferred Stock Agreement. The payment of future cash dividends, if any, will be reviewed periodically by the Board and will depend upon, among other things, our financial condition, funds from operations, the level of our capital and development expenditures, any restrictions imposed by present or future debt or equity instruments, and changes in federal tax policies, if any.

### Issuer Purchases of Equity Securities

On August 6, 2019, the Board authorized a stock repurchase program under which the Company could repurchase up to \$100 million in aggregate value of the Company's Common Stock, subject to the consent of the holders of a majority of the Company's Series A convertible preferred stock, through December 31, 2019, at which time it expired. A total of 105,421 shares were repurchased under this program as shown below:

Period	Total Number of Shares (or Units) of Common Stock Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) of Common Stock Purchased as Part of Publicly Announced Plans or Program	Maximum Dollar Value (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Program (000's) (1)
<u>Month 1:</u>				
August 1, 2019				
to				
August 31, 2019	69,113	\$ 57.06	69,113	\$ 96,043
<u>Month 2:</u>				
September 1, 2019				
to				
September 30, 2019	36,308	\$ 55.96	36,308	\$ 94,012
<u>Month 3:</u>				
October 1, 2019				
to				
October 31, 2019	—	\$ —	—	\$ 94,012
<u>Month 4:</u>				
November 1, 2019				
to				
November 30, 2019	—	\$ —	—	\$ 94,012
<u>Month 5:</u>				
December 1, 2019				
to				
December 31, 2019	—	\$ —	—	\$ 94,012
Total	105,421		105,421	



**Item 6. *Selected Financial Data.***

We have derived the following selected financial data from the consolidated financial statements and related notes. The information set forth below is not necessarily indicative of future results. This information should be read in conjunction with our consolidated financial statements and the related notes, and Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations", all of which are included elsewhere in this Annual Report on Form 10-K.

Significant transactions which occurred during the periods presented include the investment in Mission Providence, a joint venture in Australia, which commenced operations in 2014 but was sold on September 29, 2017; our equity interest in Matrix effective October 19, 2016, which was originally acquired on October 23, 2014, comprised our HA Services segment through October 19, 2016; and the acquisition of Circulation effective September 21, 2018, which is included in our NET Services segment. The operations of HA Services which was sold effective October 19, 2016, and Human Services, which was sold effective November 1, 2015, and WD Services, which was sold effective December 21, 2018, have been presented as discontinued operations for all periods presented.

## Year Ended December 31,

2019	2018	2017	2016	2015
(11) (12)	(1)(2)(3)(4)(11) (12)	(5)(6)(7)(8)(11) (12)	(7)(9)(11)(12)	(10)(12)

(dollars and shares in thousands, except per share data)

**Statement of operations data:**

Service revenue, net	\$ 1,509,944	\$ 1,384,965	\$ 1,318,220	\$ 1,233,842	\$ 1,082,951
Operating expenses:					
Service expense	1,401,152	1,253,608	1,197,211	1,102,625	969,247
General and administrative expense	67,244	77,093	69,907	68,865	58,703
Asset impairment charge	—	14,175	—	1,415	—
Depreciation and amortization	16,816	15,813	13,618	12,780	10,221
Total operating expenses	1,485,212	1,360,689	1,280,736	1,185,685	1,038,171
Operating income	24,732	24,276	37,484	48,157	44,780
Non-operating expense:					
Interest expense, net	850	1,783	1,204	1,515	2,312
Other income	(277)	—	(5,363)	—	—
Equity in net loss (gain) of investees	29,685	6,158	(13,445)	1,789	—
Gain on measurement of cost method investment	—	(6,577)	—	—	—
(Loss) income from continuing operations, before income taxes	(5,526)	22,912	55,088	44,853	42,468
(Benefit) provision for income taxes	(573)	4,684	4,003	17,972	15,718
(Loss) income from continuing operations, net of tax	(4,953)	18,228	51,085	26,881	26,750
Income (loss) from discontinued operations, net of tax	5,919	(37,053)	2,735	62,965	56,444
Net income (loss)	966	(18,825)	53,820	89,846	83,194
Net (loss) gain from discontinued operations attributable to noncontrolling interests	—	(156)	(451)	2,082	502
Net income (loss) attributable to Providence	\$ 966	\$ (18,981)	\$ 53,369	\$ 91,928	\$ 83,696
<b>Diluted (loss) earnings per common share:</b>					
Continuing operations	\$ (0.72)	\$ 0.92	\$ 2.97	\$ 1.34	\$ 1.22
Discontinued operations	\$ 0.46	(2.86)	0.15	3.87	3.18
Total	\$ (0.26)	\$ (1.94)	\$ 3.12	\$ 5.21	\$ 4.40
<b>Weighted-average number of common shares outstanding:</b>					
Diluted	12,959	13,033	13,673	14,779	16,116

## As of December 31,

2019	2018	2017	2016	2015
	(2)(3)(11)		(9)	

(dollars in thousands)

**Balance sheet data:**

Cash and cash equivalents	\$ 61,365	\$ 5,678	\$ 52,798	\$ 72,262	\$ 79,756
Total assets	597,381	569,645	704,090	685,279	1,050,202
Long-term obligations, including current portion	353	1,071	2,984	3,611	300,071
Other liabilities	202,316	180,184	287,543	306,428	382,423
Convertible preferred stock	77,120	77,392	77,546	77,565	77,576
Total stockholders' equity	317,592	310,998	336,017	297,675	290,132

- (1) General and administrative expense for the year ended December 31, 2018 includes \$1.7 million in acquisition costs related to the acquisition of Circulation and \$8.4 million in restructuring and related costs related to the Organizational Consolidation.
- (2) In conjunction with the acquisition of Circulation and the Circulation platform, we determined we would not place into service our internally developed NextGen technology and recorded an asset impairment charge of \$14.2 million in 2018.
- (3) On September 21, 2018, we acquired all of the outstanding equity of Circulation. The purchase price was comprised of cash consideration of \$45.1 million paid to Circulation's equity holders (including holders of vested Circulation stock options), other than Providence. Our initial investment in Circulation was \$3.0 million. As a result of the transaction, the fair value of this pre-acquisition interest increased to \$9.6 million, and thus we recognized a gain of \$6.6 million.
- (4) On December 21, 2018, we completed the sale of our WD Services segment. Included in (loss) income from discontinued operations, net of tax, for 2018 is a loss, net of tax, on the WD Services sale of \$1.1 million. We additionally sold our Ingeus France operations, effective July 17, 2018 and recorded a loss on the sale of \$0.7 million. We also incurred an impairment charge of \$9.2 million for the adjustment of the carrying value of the assets and liabilities of Ingeus France to its estimated fair value when it was initially recorded as held for sale during 2018, which is included in (loss) income from discontinued operations, net of tax.
- (5) Other income for the year ended December 31, 2017 includes the receipt of a litigation settlement with Haverhill Retirement System of \$5.4 million.
- (6) (Loss) income from discontinued operations, net of tax, for the year ended December 31, 2017 includes a gain on sale of equity investment of \$12.4 million related to the sale of the Company's equity interest in Mission Providence. The investment in Mission Providence was part of the WD Services segment.
- (7) (Loss) income from discontinued operations, net of tax, for the years ended December 31, 2017 and 2016 include losses of \$6.0 million and \$5.6 million, respectively, related to potential indemnification claims for our historical Human Services segment.
- (8) The year ended December 31, 2017 includes a net tax benefit of \$15.9 million related to the enactment of the Tax Reform Act (as defined below) during the fourth quarter of 2017 due to the re-measurement of deferred tax liabilities by Providence as a result of the reduction in the U.S. corporate tax rate. Providence realized a benefit of \$19.3 million, partially offset by \$3.4 million of increased tax expense resulting from additional equity in net gain of Matrix, due to Matrix's re-measurement of its deferred tax liabilities. In addition, the tax provision was adversely impacted by tax expense of \$3.6 million related to the Company's 2015 Holding Company LTI Program (the "HoldCo LTIP"), for which expense was incurred for financial reporting purposes, but no shares were issued due to the market condition of the award not being satisfied and thus no tax deduction was realized.
- (9) On October 19, 2016, we completed the Matrix Transaction. Included in income (loss) from discontinued operations, net of tax, for 2016 is a gain on the transaction, net of tax, totaling \$109.4 million. In conjunction with the completion of this transaction, we fully repaid the amounts outstanding on our term loans and Credit Facility in 2016.

- (10) On November 1, 2015, we completed the sale of our Human Services segment. Included in (loss) income from discontinued operations, net of tax, for 2015 is a gain on the sale of the Human Services segment, net of tax, totaling \$100.3 million.
- (11) Equity in net (gain) loss of investee relates to Matrix, which became an equity investment upon the completion of the Matrix Transaction. We recorded \$29.7 million in equity in net loss of investee, \$6.2 million in equity in net loss of investee, and \$13.4 million in equity in net gain of investee in 2019, 2018, and 2017 respectively. We recorded \$1.8 million in equity in net loss of investee for the period of October 19, 2016 through December 31, 2016. The equity in net gain from Matrix for the year ended December 31, 2017 includes a benefit of \$13.6 million related to the re-measurement of deferred tax liabilities arising from a lower U.S. corporate tax rate as a result of the Tax Reform Act. As a result of the increased equity income, Providence incurred higher tax expense of \$3.4 million, which is reflected as a component of "Provision for income taxes" in the table above. During the year ended December 31, 2019, Matrix recorded asset impairment charges of \$55.1 million. The investment in Matrix at December 31, 2019 of \$130.9 million is included in "Equity investments" in our consolidated balance sheet.
- (12) In conjunction with the change in the Company's organizational structure as described in Note 24, *Segments*, in the accompanying consolidated financial statements, we reclassified certain costs between "General and administrative expense" and "Service expense" as summarized below (dollars in thousands):

Year Ended December 31, 2018			
	As Previously Reported <sup>(1)</sup>	Reclassifications	As Reported
Service expense	\$ 1,284,603	\$ (30,995)	\$ 1,253,608
General and administrative expense	46,098	30,995	77,093

Year Ended December 31, 2017			
	As Previously Reported <sup>(1)</sup>	Reclassifications	As Reported
Service expense	\$ 1,223,627	\$ (26,416)	\$ 1,197,211
General and administrative expense	43,491	26,416	69,907

Year Ended December 31, 2016			
	As Previously Reported <sup>(1)</sup>	Reclassifications	As Reported
Service expense	1,131,963	\$ (29,338)	\$ 1,102,625
General and administrative expense	39,527	29,338	68,865

Year Ended December 31, 2015			
	As Previously Reported <sup>(1)</sup>	Reclassifications	As Reported
Service expense	987,352	\$ (18,105)	\$ 969,247
General and administrative expense	40,598	18,105	\$ 58,703

<sup>(1)</sup> Adjusted for discontinued operations, as described in Note 23.

## **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with Item 6. "Selected Financial Data" and our consolidated financial statements and related notes included in Item 8. "Financial Statements and Supplementary Data" of this report. This discussion and analysis contains forward-looking statements that involve risks, uncertainties and other factors that may cause actual results to differ materially from those projected in any forward-looking statements, as discussed in "Disclosure Regarding Forward-Looking Statements". These risks and uncertainties include but are not limited to those set forth in Item 1A. "Risk Factors".*

### **Overview of Our Business**

Please refer to Item 1. "Business" of this Annual Report on Form 10-K for a discussion of our services and corporate strategy.

We are a Delaware Corporation formed in 1996 that is the largest manager of NET programs for state governments and MCOs in the U.S. which operates under the brand names LogistiCare and Circulation. In addition, our NET Services segment includes our activities related to executive, accounting, finance, internal audit, tax, legal, certain strategic and corporate development functions and the results of our captive insurance company. During 2018, we announced the Organizational Consolidation to integrate substantially all activities and functions performed at the corporate holding company level into our wholly-owned subsidiary, LogistiCare. Effective January 1, 2019, the consolidation was substantially complete. LogistiCare retained its name and continues to be headquartered in Atlanta, GA, and we continue to be named The Providence Service Corporation and be listed on NASDAQ under the ticker symbol "PRSC". See Note 10, *Restructuring and Related Reorganization Costs*, and Note 24, *Segments*, in our accompanying consolidated financial statements for further information on the Organizational Consolidation.

Our Matrix segment consists of a minority investment in CCHN Group Holdings, Inc. and its subsidiaries. Matrix is a nationwide provider of a broad array of assessment and care management services that improve health outcomes for individuals and financial performance for health plans. Matrix's national network of community-based clinicians deliver in-home services while its fleet of mobile health clinics provides community-based care with advance diagnostic capabilities. These solutions combined with Matrix's advanced engagement approach, help health plans manage risks, close care gaps and connect members to care.

### **Business Outlook and Trends**

Our performance is affected by a number of trends that drive the demand for our services. In particular, the markets in which we operate are exposed to various trends such as healthcare industry and demographic dynamics. Over the long term, we believe there are numerous factors that could affect growth within the industries in which we operate, including:

- an aging population, which will increase demand for healthcare services and transportation;
- a movement towards value-based versus fee for service care and budget pressure on governments, both of which may increase the use of private corporations to provide necessary and innovative services;
- increasing demand for in-home care provision, driven by cost pressures on traditional reimbursement models and technological advances enabling remote engagement;
- technological advancements, which may be utilized by us to improve service and lower costs, but also by others which may increase industry competitiveness;
- MCOs that provide MA plans are increasingly offering non-emergency medical transportation services as a supplemental benefit in accordance with current social trends;
- proposals by the President of the United States and Congress to change the Medicaid program, including considering regulatory changes to make the non-emergency medical transportation benefit optional for states, and CMS's grant of waivers to states relative to the parameters of their Medicaid programs. Enactment of adverse legislation, regulation or agency guidance, or litigation challenges to the Patient Protection and Affordable Care Act, state Medicaid programs, or other governmental programs may reduce the eligibility or demand for our services, our ability to conduct some or all of our business and/or reimbursement rates for services we perform; and
- a trend among MCO Medicaid and Medicare plans to offer value-add transportation benefits in order to promote social determinants of health.



## Revenues and Expenses

### *Service Revenue, net*

Service Revenue, net includes contracts predominately with state Medicaid agencies and MCOs for the coordination of their members' non-emergency transportation needs. Most contracts are capitated, which means we are paid on a per-member, per-month basis for each eligible member. For most contracts, we arrange for transportation of members through our network of independent transportation providers, whereby we negotiate rates and remit payment to the transportation providers. However, for certain contracts, we assume no risk for the transportation network, credentialing and/or payments to these providers. For these contracts, we only provide administrative management services to support the customers' efforts to serve its clients.

### *Classification of Operating Expenses*

"Service expense" includes purchased transportation, operational payroll and other operational related costs. Purchased transportation includes the amounts we pay to third-party service providers and is typically dependent upon service volume. Operational payroll predominately includes our contact center operations, customer advocacy and transportation network team. Other operating expenses primarily include operational overhead costs, and operating facilities and related charges.

"General and administrative expense" primarily includes the expenses of our administrative functions, including executive, information technology, finance and accounting, human resources and legal departments.

"Depreciation and amortization expense" includes depreciation of our fixed assets and amortization expense related primarily to our intangible assets.

## Critical Accounting Policies and Estimates

We prepare our consolidated financial statements and accompanying notes in accordance with GAAP. Preparation of the consolidated financial statements and accompanying notes requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements as well as revenue and expenses during the periods reported. We base our estimates on historical experience, where applicable, and other assumptions that we believe are reasonable under the circumstances. Actual results may differ from our estimates under different assumptions or conditions.

There are certain critical estimates that require significant judgment in the preparation of our consolidated financial statements. We consider an accounting estimate to be critical if:

- it requires us to make an assumption because information was not available at the time or it included matters that were highly uncertain at the time the estimate is made; and
- changes in the estimate or different estimates that could have been selected may have had a material impact on our financial condition or results of operations.

For more information on each of these policies, see Note 2, *Significant Accounting Policies and Recent Accounting Pronouncements*, to our consolidated financial statements. We discuss information about the nature and rationale for our critical accounting estimates below.

### *Accrued Transportation Costs*

We generally pay our transportation providers for completed trips based upon documentation submitted after services have been provided. We accrue transportation costs yet to be adjudicated based on requests for services we have received and the amount we expect to be billed by our transportation providers. The transportation accrual requires significant judgment, as it is based upon contractual rates and mileage estimates, as well as an estimated rate for unknown cancellations, as members may have requested transportation but not notified us of cancellation. Based upon historical experience and contractual terms, we estimate the amount of transportation expense incurred for invoices which have not yet been submitted. Actual expense could be greater or less than the amounts estimated due to member or transportation provider behavior that differ from historical trends.

### *Business Combinations*

We assign the value of the consideration transferred to acquire a business to the tangible assets and identifiable intangible assets acquired and liabilities assumed on the basis of their fair values at the date of acquisition. Any excess purchase price paid over the fair value of the net tangible and intangible assets acquired is allocated to goodwill. When determining the fair values of assets acquired and liabilities assumed, management makes significant estimates and assumptions, especially with respect to intangible assets. Critical estimates in valuing certain intangible assets include but are not limited to future expected cash flows from customer relationships, developed technology and trade names, and discount rates. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable. As a result, actual results may differ significantly from estimates.

### *Recoverability of Goodwill and Definite-Lived Intangible Assets*

*Goodwill.* In accordance with ASC 350, *Intangibles-Goodwill and Other*, we review goodwill for impairment annually, or more frequently if events and circumstances indicate that an asset may be impaired. Such circumstances could include, but are not limited to: (1) the loss or modification of significant contracts, (2) a significant adverse change in legal factors or in business climate, (3) unanticipated competition, (4) an adverse action or assessment by a regulator, or (5) a significant decline in our stock price. We perform our annual goodwill impairment test as of October 1.

First, we perform qualitative assessments for each reporting unit to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment suggests that it is more likely than not that the fair value of a reporting unit is less than its carrying value amount, we then perform a quantitative assessment and compare the fair value of the reporting unit to its carrying value.

We adopted ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* (“ASU 2017-04”) effective April 1, 2017. ASU 2017-04 removes the requirement to compare the implied fair value of goodwill with its carrying amount as part of step two of the goodwill impairment test. Instead, if we deem it necessary to perform the quantitative goodwill impairment test in an annual or interim period, we recognize an impairment charge equal to the excess, if any, of the reporting unit’s carrying amount over its fair value, not to exceed the total amount of goodwill.

*Long-Lived Assets Including Intangibles.* In accordance with ASC 360, *Property, Plant, and Equipment*, we review the carrying value of long-lived assets or groups of assets to be used in operations whenever events or changes in circumstances indicate that the carrying amount of the assets may be impaired. Factors that may necessitate an impairment assessment include, but are not limited to, significant adverse changes in the extent or manner in which an asset or group of assets is used, significant adverse changes in legal factors or the business climate that could affect the value of an asset or group of assets or significant declines in the observable market value of an asset or group of assets. The presence or occurrence of those events indicates that an asset or group of assets may be impaired. In those cases, we assess the recoverability of an asset or group of assets by determining whether the carrying value of the asset or group of assets exceeds the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the assets over the remaining economic life of the asset or the primary asset in the group of assets. If such testing indicates the carrying value of the asset or group of assets is not recoverable, we estimate the fair value of the asset or group of assets using appropriate valuation methodologies, which would typically include an estimate of discounted cash flows. If the fair value of those assets or groups of assets is less than carrying value, we record an impairment loss equal to the excess of the carrying value over the estimated fair value.

The use of different estimates or assumptions in determining the fair value of our goodwill and intangible assets may result in different values for those assets, which could result in an impairment or, in the period in which an impairment is recognized, could result in a materially different impairment charge.

### ***Income Taxes***

We record income taxes under the asset and liability method. Deferred tax assets and liabilities reflect our estimation of the future tax consequences of temporary differences between the carrying amounts of assets and liabilities for book and tax purposes. We determine deferred income taxes based on the differences in accounting methods and timing between financial statement and income tax reporting. Accordingly, we determine the deferred tax asset or liability for each temporary difference based on the enacted tax rates expected to be in effect when we realize the underlying items of income and expense. We consider many factors when assessing the likelihood of future realization of our deferred tax assets, including our recent earnings experience by jurisdiction, expectations of future taxable income, and the carryforward periods available to us for tax reporting purposes, as well as other relevant factors. We may establish a valuation allowance to reduce deferred tax assets to the amount we believe is more likely than not to be realized. Due to inherent complexities arising from the nature of our businesses, future changes in income tax law, tax sharing agreements or variances between our actual and anticipated operating results, we make certain judgments and estimates. Therefore, actual income taxes could materially vary from these estimates.

We record liabilities to address uncertain tax positions we have taken in previously filed tax returns or that we expect to take in our current tax returns. The determination for required liabilities is based upon an analysis of each individual tax position, taking into consideration whether it is more likely than not that our tax position, based on technical merits, will be sustained upon examination. For those positions for which we conclude it is more likely than not the position will be sustained, we recognize the largest amount of tax benefit that is greater than 50 percent likely of being realized upon ultimate settlement with the taxing authority. The difference between the amount recognized and the total tax position is recorded as a liability. The ultimate resolution of these tax positions may be greater or less than the liabilities recorded.

On December 22, 2017, the Tax Reform Act was enacted, which significantly changed U.S. tax law by, among other things, lowering corporate income tax rates, implementing a territorial tax system and imposing a repatriation tax on deemed repatriated earnings of foreign subsidiaries. The Tax Reform Act permanently reduced the U.S. corporate income tax rate from a maximum of 35% to a flat 21% rate, effective January 1, 2018. The Tax Reform Act also provided for a one-time deemed repatriation of post-1986 undistributed foreign subsidiary earnings and profits through the year ended December 31, 2017.

On December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118 (“SAB 118”) to address the application of GAAP in situations when a registrant did not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Tax Reform Act. We recognized the provisional tax impacts related to deemed repatriated earnings and the benefit for the revaluation of deferred tax assets and liabilities, and included

these amounts in our consolidated financial statements for the year ended December 31, 2017. The financial reporting impact of the Tax Reform Act was completed in the fourth quarter of 2018 and an additional benefit of \$0.3 million was recorded.

### ***Reinsurance and Self-Insurance Liabilities***

We historically reinsured a substantial portion of our automobile, general and professional liability and workers' compensation costs under reinsurance programs through our wholly-owned subsidiary, Social Services Providers Captive Insurance Company ("SPCIC"), a licensed captive insurance company domiciled in the State of Arizona. In conjunction with the policy renewals on May 16, 2017, SPCIC did not renew the expiring policies. However, SPCIC continues to resolve claims under the historical policy years. In addition, under the current policies, we retain liability up to the policy deductibles.

We maintain self-funded health insurance programs for employees with a stop-loss umbrella policy with a third-party insurer to limit the maximum potential liability for individual claims and for a maximum potential claim liability based on member enrollment.

We utilize independent actuarial reports to determine the expected losses and in order to determine the appropriate reserve associated with our reinsurance and self-insurance liabilities. We regularly analyze our reserves for incurred but not reported claims, and for reported but not paid claims related to our reinsurance and self-funded insurance programs. We believe our reserves are adequate. However, significant judgment is involved in assessing these reserves such as evaluating historical paid claims, average lag times between the claims' incurred date, reported dates and paid dates, and the frequency and severity of claims. There may be differences between actual settlement amounts and recorded reserves and any resulting adjustments are recorded once a probable amount is known.

### ***Revenue Recognition***

We provide non-emergency transportation services pursuant to contractual commitments over defined service delivery periods. For most contracts, we arrange for transportation of members through our network of independent transportation providers, whereby we invoice our customers and remit payment to our transportation providers. However, for certain contracts, we only provide administrative management services to support the customers' efforts to serve its clients, and the amount of revenue recognized is based upon the management fee earned.

Our contracts typically include single performance obligations under which we stand ready to deliver management, fulfillment and record-keeping related to non-emergency transportation services. Transportation management services include, but are not limited to, fraud, waste, and abuse and utilization review programs as well as compliance controls. Our performance obligations consist of a series of distinct services that are substantially the same and which are transferred to the customer in the same manner. In most cases, we are the principal in our arrangements because we control the services before transferring those services to the customer.

We primarily use the 'as invoiced' practical expedient to recognize revenue because we typically have the right to consideration from customers in an amount that corresponds directly with the value of our performance to date. This is consistent with our historical revenue recognition policy. We recognize revenue for some of our contracts that include variable consideration using a time-elapsed measure when the fees earned relate directly to services performed in the period. Because most contracts include termination for convenience clauses with required notice periods of less than one year, most of our contracts are deemed to be short-term in nature.

Some of our contracts include provisions whereby we must provide certain levels of service or face potential penalties or be required to refund fees paid by the customer. For those contracts, we record a provision to reduce revenue to reflect the amount to which we expect we will ultimately be entitled.

### ***Deferred Revenue***

At times we may receive funding for certain services in advance of services being rendered. These amounts are reflected in the consolidated balance sheets as "Deferred revenue" until the services are rendered.

### ***Stock-Based Compensation***

Our primary forms of employee stock-based compensation are stock option awards and restricted stock awards, including certain awards which vest based upon performance conditions. We measure the value of stock option awards on the date of grant at fair value using the appropriate valuation techniques, including the Black-Scholes and Monte Carlo option-pricing models. We recognize the fair value as stock-based compensation expense on a straight-line basis over the requisite service period, which is typically the vesting period. The pricing models require various highly judgmental assumptions including volatility and expected option term. If any of the assumptions used in the models change significantly, stock-based compensation expense may differ materially in the future from that recorded in the current period. We do not record stock-



based compensation expense net of estimated forfeitures and the tax effects of awards are treated as discrete items in the period in which the tax event occurs. See additional discussion included in Note 2, *Significant Accounting Policies and Recent Accounting Pronouncements*, to our consolidated financial statements.

Our tax rate is subject to quarterly volatility from the effects of stock award exercises and vesting activities, including the adverse impact on our income tax provision for awards which result in a tax deduction less than the amount recorded for financial reporting purposes based upon the fair value of the award at the grant date.

## Results of Operations

*Segment reporting.* Our segments reflect the manner in which our operations are organized and reviewed by management.

We operate in one principal business segment, NET Services. Our investment in Matrix is also a reportable segment referred to as the “Matrix Investment”. Segment results are based on how our chief operating decision maker manages our business, makes operating decisions and evaluates operating performance. The operating results of our principal business segment include revenue and expenses incurred by the segment, as well as, effective January 1, 2019, include our activities related to executive, accounting, finance, internal audit, tax, legal, certain strategic and corporate development functions and the results of our captive insurance company. Results prior to January 1, 2019 were reclassified to conform with our new segment presentation. See Note 24, *Segments*, in our accompanying consolidated financial statements for further information on our change in segments.

*Discontinued operations.* During the periods presented, we completed the following transactions, which resulted in the presentation of the related operations as Discontinued Operations.

- On November 1, 2015, we completed the sale of our Human Services segment. However, since the completion of the sale, we have recorded additional expenses related to legal proceedings related to an indemnified legal matter.
- On December 21, 2018, we completed the sale of substantially all of the operating subsidiaries of the WD Services segment to APM and APM UK Holdings Limited, an affiliate of APM, except for the segment’s employment services operations in Saudi Arabia. Our contractual counterparties in Saudi Arabia, including an entity owned by the Saudi Arabian government, assumed these operations beginning January 1, 2019. Wind down activities of our Saudi Arabian entity are included in our discontinued operations. Additionally, on June 11, 2018, we entered into a Share Purchase Agreement to sell Ingeus France for a de minimis amount. The sale was effective on July 17, 2018.

**Year ended December 31, 2019 compared to year ended December 31, 2018**

The following table sets forth results of operations and the percentage of consolidated total revenues represented by items in our consolidated statements of operations for 2019 and 2018 (in thousands):

	Year ended December 31,			
	2019		2018	
	\$	Percentage of Revenue	\$	Percentage of Revenue
Service revenue, net	1,509,944	100.0 %	1,384,965	100.0 %
Operating expenses:				
Service expense	1,401,152	92.8 %	1,253,608	90.5 %
General and administrative expense	67,244	4.5 %	77,093	5.6 %
Asset impairment charge	—	— %	14,175	1.0 %
Depreciation and amortization	16,816	1.1 %	15,813	1.1 %
Total operating expenses	1,485,212	98.4 %	1,360,689	98.2 %
Operating income	24,732	1.6 %	24,276	1.8 %
Non-operating expense:				
Interest expense, net	850	0.1 %	1,783	0.1 %
Other income	(277)	— %	—	— %
Equity in net loss of investee	29,685	2.0 %	6,158	0.4 %
Gain on remeasurement of cost method investment	—	— %	(6,577)	(0.5) %
(Loss) income from continuing operations before income taxes	(5,526)	(0.4) %	22,912	1.7 %
(Benefit) provision for income taxes	(573)	— %	4,684	0.3 %
(Loss) income from continuing operations	(4,953)	(0.3) %	18,228	1.3 %
Income (loss) from discontinued operations, net of tax	5,919	0.4 %	(37,053)	(2.7) %
Net income (loss)	966	0.1 %	(18,825)	(1.4) %
Net loss from discontinued operations attributable to noncontrolling interest	—	— %	(156)	— %
Net income (loss) attributable to Providence	966	0.1 %	(18,981)	(1.4) %

*Service revenue, net.* Service revenue, net for 2019 increased \$125.0 million, or 9.0%, compared to 2018. Service revenue increased by \$148.0 million as a result of increased volume within existing contracts as well as rate changes, including retroactive revenue benefits, in addition to \$103.1 million in new contracts, including the acquisition of Circulation in the fourth quarter of 2018, MCO contracts in Minnesota and Louisiana and a new state contract in West Virginia. These increases were partially offset by \$126.1 million for contracts we no longer serve, including a state contract in Rhode Island and certain MCO contracts in California, Florida, New Mexico, New York and Louisiana.

*Service expense.* Service expense components are shown below (in thousands):

## Year Ended December 31,

	2019		2018	
	\$	Percentage of Revenue	\$	Percentage of Revenue
Purchased services	1,191,062	78.9 %	1,054,788	76.2 %
Payroll and related costs	160,506	10.6 %	152,974	11.0 %
Other operating expenses	49,584	3.3 %	45,846	3.3 %
Total service expense	1,401,152	92.8 %	1,253,608	90.5 %

Service expense for 2019 increased \$147.5 million, or 11.8%, compared to 2018 due primarily to higher purchased transportation costs and operational payroll and related costs. Transportation costs increased as a result of both higher utilization across multiple contracts and higher per unit cost. Payroll and related costs increased in our call centers as a result of higher volume as well as the acquisition of Circulation.

*General and administrative expense.* General and administrative expense for 2019 decreased \$9.8 million or 12.8%, compared to 2018. The decrease was primarily a result of net cost savings associated with the Organizational Consolidation.

*Asset impairment charge.* During 2018, following the acquisition of Circulation, we recorded a \$14.2 million asset impairment as a result of the abandonment of our internal software project NextGen. There was no such impairment during 2019.

*Depreciation and amortization.* Depreciation and amortization for 2019 increased \$1.0 million or 6.3% compared to 2018 primarily as a result of increased intangible assets associated with the Circulation acquisition, and net capital expenditures during the comparative periods.

*Interest expense, net.* Consolidated interest expense, net for 2019 decreased \$0.9 million, or 52.3%, compared to 2018, as a result of lesser borrowings on the Credit Facility during 2019 as compared to 2018. Funds were borrowed under the Credit Facility during 2018 to fund the acquisition of Circulation and repaid prior to December 31, 2018.

*Equity in net loss of investee.* Our equity in net loss of investee for 2019 and 2018 represents our proportional share of the net loss of Matrix. Included in Matrix's 2019 full standalone net loss of \$69.4 million was \$55.1 million of asset impairment charges. Included in Matrix's 2018 full standalone net loss of \$20.0 million were integration related costs of \$6.5 million, and merger and acquisition diligence related costs of \$2.3 million.

*Gain on remeasurement of cost method investment.* On September 21, 2018, we acquired all of the outstanding equity of Circulation. The purchase price was comprised of cash consideration of \$45.1 million paid to Circulation's equity holders (including holders of vested Circulation stock options), other than Providence. Our initial investment in Circulation was \$3.0 million. As a result of the acquisition, the fair value of this pre-acquisition interest increased to \$9.6 million, and thus we recognized a gain of \$6.6 million during 2018.

*Provision for income taxes.* Our effective tax rates from continuing operations for 2019 and 2018 were 10.4% and 20.4%, respectively. The effective tax rate for 2019 was substantially lower than the federal statutory rate of 21.0% primarily due to state taxes and certain nondeductible expenses partially offset by the favorable impact of stock option deductions and tax credits. The effective tax rate for 2018 was slightly lower than the U.S. federal statutory rate of 21.0% due to tax credits and no income tax provision on the \$6.6 million gain on the remeasurement of cost method investment, offset in part, by state taxes and certain nondeductible expenses.

*Income (loss) from discontinued operations, net of tax.* Income (loss) from discontinued operations, net of tax, includes the activity related to our former WD Services and Human Services segments. See Note 23, *Discontinued Operations*, to our accompanying consolidated financial statements for additional information.

For 2019, income from discontinued operations, net of tax, for our former Human Services segment was \$6.0 million as a result of an insurance settlement related to an indemnification matter, net of costs to obtain the settlement. Loss from discontinued operations, net of tax, for WD Services was \$0.1 million for the year ended December 31, 2019. We incurred costs related to the wind-down of the WD Services Saudi Arabian entity, offset by cash distributions from WD Services. The operations in Saudi Arabia, including personnel, leased facilities and certain assets necessary to provide the employment services, were transferred to a third party as of January 1, 2019, and thus we are no longer providing services in Saudi Arabia; however, we continue to incur costs related to the shut down of our remaining Saudi Arabian entity.

For 2018, the loss from discontinued operations, net of tax, includes the loss of our former WD Services segment of \$37.0 million and of our former Human Services segment of \$0.1 million. Included in the loss was a loss on disposition, net of tax, of \$1.8 million as well as an asset impairment charge of \$9.2 million related to the sale of WD Services operations in France in the second quarter of 2018.

*Net loss attributable to noncontrolling interest.* For 2018, net loss attributable to non-controlling interest related to a minority interest held by a third-party operating partner in our company servicing the offender rehabilitation contract within our historical WD Services segment. We held no such interest in 2019.

**Year Ended December 31, 2018 compared to year ended December 31, 2017**

The following table sets forth results of operations and the percentage of consolidated total revenues represented by items in our consolidated statements of operations for 2018 and 2017 (in thousands):

	Year ended December 31,			
	2018		2017	
	\$	Percentage of Revenue	\$	Percentage of Revenue
Service revenue, net	1,384,965	100.0 %	1,318,220	100.0 %
Operating expenses:				
Service expense	1,253,608	90.5 %	1,197,211	90.8 %
General and administrative expense	77,093	5.6 %	69,907	5.3 %
Asset impairment charge	14,175	1.0 %	—	— %
Depreciation and amortization	15,813	1.1 %	13,618	1.0 %
Total operating expenses	1,360,689	98.2 %	1,280,736	97.2 %
Operating income	24,276	1.8 %	37,484	2.8 %
Non-operating expense:				
Interest expense, net	1,783	0.1 %	1,204	0.1 %
Other income	—	— %	(5,363)	(0.4)°
Equity in net loss (gain) of investee	6,158	0.4 %	(13,445)	(1.0)%
Gain on remeasurement of cost method investment	(6,577)	(0.5)%	—	— %
Income from continuing operations before income taxes	22,912	1.7 %	55,088	4.2 %
Provision for income taxes	4,684	0.3 %	4,003	0.3 %
Income from continuing operations	18,228	1.3 %	51,085	3.9 %
(Loss) income from discontinued operations, net of tax	(37,053)	(2.7)%	2,735	0.2 %
Net (loss) income	(18,825)	(1.4)%	53,820	4.1 %
Net loss from discontinued operations attributable to noncontrolling interest	(156)	— %	(451)	— %
Net (loss) income attributable to Providence	(18,981)	(1.4)%	53,369	4.0 %

*Service revenue, net.* Service revenue for our NET Services segment for 2018 increased \$66.7 million, or 5.1%, compared to 2017. The increase was primarily related to the impact of new contracts, including MCO contracts in Illinois, Indiana, Oregon and New York and new state contracts in Texas and West Virginia, which contributed \$112.8 million of revenue for 2018, as well as net increased revenue from existing contracts of \$39.2 million, due to the net impact of membership and rate changes, including the impact of increased rates agreed after 2017 on certain contracts related to increased costs to serve the contracts, which was partially offset by the impact of a retroactive rate adjustment recorded in 2017 related to increased utilization activity under a significant contract. Revenue additionally increased \$2.2 million due to the acquisition of Circulation in the fourth quarter of 2018. These increases were partially offset by the impact of contracts we no longer serve, including state contracts in New York and Connecticut, certain MCO contracts in Florida and Louisiana, and decreased membership in Virginia, which resulted in a decrease in revenue of \$72.0 million. In addition, the adoption of ASC 606 resulted in a decrease in revenue of \$15.5 million in 2018 as compared to revenue under the previous accounting standard, as one contract is now accounted for on a net basis.

*Service expense.* Service expense for our NET Services segment included the following for 2018 and 2017 (in thousands):



	Year Ended December 31,			
	2018		2017	
	\$	Percentage of Revenue	\$	Percentage of Revenue
Purchased services	1,054,788	76.2 %	1,005,716	76.3 %
Payroll and related costs	152,974	11.0 %	141,483	10.7 %
Other operating expenses	45,846	3.3 %	50,012	3.8 %
Total service expense	1,253,608	90.5 %	1,197,211	90.8 %

Service expense for 2018 increased \$56.4 million, or 4.7%, compared to 2017. The increase in service expense was primarily due to higher purchased services and payroll and related costs. Purchased services expense increased primarily as a result of new contracts, which was partially offset by the impact of terminated contracts. Purchased services as a percentage of revenue decreased from 76.3% in 2017 to 76.2% in 2018. This was due primarily to lower transportation costs on a per trip basis in certain geographies as a result of ongoing initiatives to better align the rates we pay to our transportation provider partners with local market conditions and the fees paid to us by our customers. Transportation costs on a per trip basis fluctuate from period to period. Payroll and related costs as a percentage of revenue increased from 10.7% in 2017 to 11.0% in 2018 due to increased expenses within our call centers associated with higher volume.

*General and administrative expense.* General and administrative expenses in 2018 increased \$7.2 million, or 10.3%, as compared to 2017, primarily due to \$1.7 million of expenses related to the acquisition of Circulation in 2018, as well as increased software expenses.

*Asset impairment charge.* Following the acquisition of Circulation and the Circulation platform, we determined to abandon the development of our internally developed software, NextGen, and thus recorded an asset impairment charge of \$14.2 million in 2018. There was no such impairment in 2017.

*Depreciation and amortization expense.* Depreciation and amortization expense increased \$2.2 million compared to 2017, primarily due to the addition of long-lived assets relating to information technology projects, as well as amortization expense related to the intangible assets acquired with the Circulation acquisition. As a percentage of revenue, depreciation and amortization increased to 1.1% for 2018 from 1.0% for 2017.

*Interest expense, net.* Interest expense, net for 2018 increased \$0.6 million compared to 2017. The increase was attributable to borrowings on our credit facility during the second half of 2018 used to fund the Circulation acquisition, which we repaid as of December 31, 2018.

*Other income.* Other income in 2017 of \$5.4 million represents the settlement received from our litigation with Haverhill Retirement System. There was no such activity in 2018.

*Equity in net loss (gain) of investee.* Our equity in net loss of investee for 2018 of \$6.2 million represents our proportionate share of the Matrix stand alone \$20.0 million net loss for 2018, compared to our \$13.4 million net gain in investee for 2017 relating to our proportionate share of the Matrix \$26.7 million stand alone net income for 2017.

*Gain on remeasurement of cost method investment.* On September 21, 2018, we acquired all of the outstanding equity of Circulation. The purchase price was comprised of cash consideration of \$45.1 million paid to Circulation's equity holders (including holders of vested Circulation stock options), other than Providence. Our initial investment in Circulation was \$3.0 million. As a result of the transaction, the fair value of this pre-acquisition interest increased to \$9.6 million, and thus we recognized a gain of \$6.6 million.

*Provision for income taxes.* Our effective tax rate from continuing operations for 2018 was 20.4%. The effective tax rate was relatively consistent with the U.S. federal statutory rate of 21%, reflecting the benefit of stock option exercises and tax credits, partially offset by the impact of state income tax.

Our effective tax rate from continuing operations for 2017 was 7.3%. The effective tax rate was lower than the U.S. federal statutory rate of 35% primarily due to the impact of the Tax Reform Act. The tax provision includes a benefit of \$15.9 million related to the enactment of the Tax Reform Act during the fourth quarter of 2017, consisting of a net tax benefit of \$19.3 million from the re-

measurement of deferred tax liabilities from the lower U.S. corporate tax rate, partially offset by additional tax expense of \$3.4 million due to an increase in our equity in net gain of Matrix as a result of Matrix's re-

measurement of deferred tax liabilities. In addition, we incurred tax expense of \$3.6 million related to the HoldCo LTIP, for which expense was recorded for financial reporting purposes based upon fair value of the award at the grant date, but no shares were issued due to the market condition of the award not being satisfied. This tax expense was the result of the adoption of Accounting Standards Update No. 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting ("ASU 2016-09"), which subjects our tax rate to quarterly volatility from the effects of stock award exercises and vesting activities, including the adverse impact on our income tax provision for awards which result in a tax deduction less than the amount recorded for financial reporting purposes.

*(Loss) income from discontinued operations, net of tax.* (Loss) income from discontinued operations, net of tax, includes the activity of our former WD Services segment and our former Human Services segment. For 2018, the loss from discontinued operations, net of tax, for our former WD Services segment was \$37.0 million. Included in the loss was a loss on disposition, net of tax, of \$1.8 million as well as an asset impairment charge of \$9.2 million related to the sale of WD Services operations in France in the second quarter of 2018. For 2017, income from discontinued operations, net of tax for our WD Services segment was \$8.7 million, which included a gain on sale of our equity interest in Mission Providence of \$12.4 million.

For 2018, the loss from discontinued operations, net of tax for our Human Services segment was \$0.1 million, which primarily reflects a reduction of the accrued settlement amount for indemnified legal matters, based on the final settlement agreement, offset by the related income tax impact. For 2017, the loss from discontinued operations, net of tax for our Human Services segment was \$6.0 million, which primarily related to the accrual of a contingent liability of \$9.0 million related to the settlement of indemnification claims and associated legal costs of \$0.7 million, partially offset by a related tax benefit.

*Net loss from discontinued operations attributable to noncontrolling interests.* Net loss from discontinued operations attributable to noncontrolling interests primarily relates to a minority interest held by a third-party operating partner in our company servicing the offender rehabilitation contract in our historical WD Services segment.

### Seasonality

Our quarterly operating income and cash flows normally fluctuate as a result of seasonal variations in our business, principally due to lower transportation demand during the winter season and higher demand during the summer season.

### Liquidity and Capital Resources

Short-term capital requirements consist primarily of recurring operating expenses, new revenue contract start-up costs and costs associated with our strategic initiatives. We expect to meet our cash requirements through available cash on hand, cash generated from operations, net of capital expenditures, and borrowing capacity under our Credit Facility (as defined below).

Cash flow from operating activities was \$60.9 million in 2019. Our balance of cash, cash equivalents and restricted cash was \$61.7 million and \$12.4 million at December 31, 2019 and 2018, respectively, which includes cash of discontinued operations. Our restricted cash of \$0.2 million and \$4.4 million at December 31, 2019 and 2018, respectively, primarily related to contractual obligations and activities of our captive insurance subsidiary. As we wind down our captive insurance subsidiary, our restricted cash balance has declined over time. Restricted cash amounts are not included in our balance of cash and cash equivalents in the condensed consolidated balance sheets, although they are included in the cash, cash equivalents and restricted cash balance on the accompanying condensed consolidated statements of cash flows. At both December 31, 2019 and December 31, 2018, we had no amounts outstanding under our Credit Facility.

We may, from time to time, access capital markets to raise equity or debt financing for various business reasons, including acquisitions. We may also raise debt financing to fund future repurchases of our common stock. The timing, term, size, and pricing of any such financing will depend on investor interest and market conditions, and there can be no assurance that we will be able to obtain any such financing.

The cash flow statements for all periods presented include both continuing and discontinued operations. Discontinued operations include the activity of our historical WD Services and Human Services segments. The income (loss) from discontinued operations totaled \$5.9 million, \$(37.1) million and \$2.7 million for the years ended December 31, 2019, 2018 and 2017, respectively.

### 2019 cash flows compared to 2018

*Operating activities.* Cash provided by operating activities was \$60.9 million for 2019 compared to \$7.9 million in 2018. The increase of \$53.0 million was primarily a result of the receipt of \$30.8 million in income tax refunds associated with the sale of WD Services during 2018, higher net income during the comparative periods, and changes in accounts payable and accrued expense partially offset by the timing of prepaid expenses.

*Investing activities.* Net cash used in investing activities of \$10.9 million in 2019 compared to \$45.3 million in 2018. The decrease of \$34.4 million was primarily attributable to \$30.9 million net cash outflow for the acquisition of Circulation in 2018 and sale of WD Services, as well as a decrease in the purchase of property and equipment of \$6.7 million due to discontinued operations.

*Financing activities.* Net cash used in financing activities of \$0.8 million in 2019 decreased \$50.8 million as compared to 2018 primarily as a result of lesser Common Stock repurchases.

### ***2018 cash flows compared to 2017***

*Operating activities.* Cash provided by operating activities was \$7.9 million for 2018 compared to \$55.0 million in 2017. The decrease of \$47.1 million was primarily a result of lesser net income, changes in accounts receivable and accounts payable and accrued expenses, specifically related to the settlement of a legal claim, and accrued transportation costs.

*Investing activities.* Net cash used in investing activities was \$45.3 million in 2018 compared to \$7.0 million in 2017. The increase was primarily attributable to the purchase of Circulation resulting in cash used for acquisition, net of cash acquired, of \$43.7 million, which was partially offset by \$12.8 million of proceeds on the sale of WD Services. 2017 also includes the impact of \$15.6 million in proceeds from the sale of our equity investment in Mission Providence.

*Financing activities.* Net cash used in financing activities was \$51.6 million in 2018 compared to \$33.8 million in 2017. The increase of \$17.8 million was primarily a result of greater Common Stock repurchases and an increase in proceeds from Common Stock issued pursuant to stock option exercises of \$10.5 million.

### ***Obligations and commitments***

*Credit Facility.* We are a party to the amended and restated credit and guaranty agreement, dated as of August 2, 2013 (as amended, the "Credit Agreement"), with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, and the other lenders party thereto. The Credit Agreement provides us with a \$200.0 million revolving credit facility (the "Credit Facility"), including a sub-facility of \$25.0 million for letters of credit. As of December 31, 2019, we had no borrowings outstanding; however, we had letters of credit outstanding in the amount of \$13.5 million. As of December 31, 2019, our borrowing availability under the Credit Facility was \$186.5 million.

On July 12, 2019, we and certain of our subsidiaries entered into an amendment to the Credit Agreement, by and among us, the guarantors from time to time party thereto, the lenders from time to time party thereto and Bank of America, N.A. as administrative agent that extended the maturity date of the Credit Agreement to August 2, 2020.

Under the Credit Agreement, we have an option to request an increase in the amount of the revolving credit facility or in a term loan facility from time to time (on substantially the same terms as apply to the existing facility) in an aggregate amount of up to \$75.0 million with either additional commitments from lenders under the Credit Agreement at such time or new commitments from financial institutions acceptable to the administrative agent in its reasonable discretion, so long as no default or event of default exists at the time of any such increase. We may not be able to access additional funds under this increase option as no lender is obligated to participate in any such increase under the Credit Facility. We may from time to time incur additional indebtedness, obtain additional financing or refinance existing indebtedness subject to market conditions and our financial condition.

We may prepay any outstanding principal under the Credit Facility in whole or in part, at any time without premium or penalty, subject to reimbursement of the lenders' breakage and redeployment costs in connection with prepayments of London Interbank Offered Rate ("LIBOR") loans. The unutilized portion of the commitments under the Credit Facility may be irrevocably reduced or terminated by us at any time without penalty.

Interest on the outstanding principal amount of any loans accrues, at our election, at a per annum rate equal to LIBOR, plus an applicable margin or the base rate plus an applicable margin. The applicable margin ranges from 2.25% to 3.25% in the case of LIBOR loans and 1.25% to 2.25% in the case of the base rate loans, in each case, based on our consolidated leverage ratio as defined in the Credit Agreement. Interest on any loans is payable quarterly in arrears. In addition, we are obligated to

pay a quarterly commitment fee based on a percentage of the unused portion of each lender's commitment under the Credit Facility and quarterly letter of credit fees based on a percentage of the maximum amount available to be drawn under each outstanding letter of credit. The commitment fee and letter of credit fee range from 0.25% to 0.50% and 2.25% to 3.25%, respectively, in each case based on our consolidated leverage ratio. As of December 31, 2019, our current commitment fee and letter of credit rates were 0.25% and 2.25%, respectively.

The Credit Facility also requires us (subject to certain exceptions as set forth in the Amended and Restated Credit Agreement) to prepay the outstanding loans in an aggregate amount equal to 100% of the net cash proceeds received from certain asset dispositions, debt issuances, insurance and casualty awards and other extraordinary receipts.

Our obligations under the Credit Facility are guaranteed by all of our present and future domestic subsidiaries, excluding certain domestic subsidiaries, such as, our insurance captive. Our obligations under, and each guarantor's obligations under its guaranty of, the Credit Facility are secured by a first priority lien on substantially all of our respective assets, other than our equity investment in Matrix, including a pledge of 100% of the issued and outstanding stock of our domestic subsidiaries, excluding our insurance captive.

The Credit Agreement contains customary affirmative and negative covenants and events of default. The negative covenants include restrictions on our ability to, among other things, incur additional indebtedness, create liens, make investments, give guarantees, pay dividends, repurchase shares, sell assets, and merge and consolidate with certain exceptions. We are subject to financial covenants, including consolidated net leverage and consolidated interest coverage covenants. Our consolidated net leverage ratio may not be greater than 3.00:1.00 as of the end of any fiscal quarter and our consolidated interest coverage ratio may not be less than 3.00:1.00 as of the end of any fiscal quarter. We were in compliance with all covenants as of December 31, 2019.

*Preferred Stock.* Following (i) the completion of a rights offering in February 2015, under which certain holders of our Common Stock exercised subscription rights to purchase Preferred Stock, and (ii) the purchase of Preferred Stock by Coliseum Capital Partners, L.P., Coliseum Capital Partners II, L.P., Blackwell Partners, LLC - Series A and Coliseum Capital Co-Invest, L.P. (collectively, the "Coliseum Stockholders"), pursuant to the Standby Purchase Agreement between the Coliseum Stockholders and us, we issued 805,000 shares of Preferred Stock, of which 798,788 shares are outstanding as of December 31, 2019. We may pay a noncumulative cash dividend on each share of Preferred Stock, when, as and if declared by a committee of our Board, at the rate of 5.5% per annum on the liquidation preference then in effect. On or before the third business day immediately preceding each fiscal quarter, we determine our intention whether or not to pay a cash dividend with respect to that ensuing quarter and give notice of our intention to each holder of Preferred Stock as soon as practicable thereafter.

In the event we do not declare and pay a cash dividend, the liquidation preference will be increased to an amount equal to the liquidation preference in effect at the start of the applicable dividend period, plus an amount equal to such then applicable liquidation preference multiplied by 8.5% per annum, computed on the basis of a 365-day year and the actual number of days elapsed from the start of the applicable dividend period to the applicable date of determination.

Cash dividends are payable quarterly in arrears on January 1, April 1, July 1 and October 1 of each year, and, if declared, will begin to accrue on the first day of the applicable dividend period. Payment-in-kind ("PIK") dividends, if applicable, will accrue and accumulate on the same schedule as set forth above for cash dividends and will also be compounded at the applicable annual rate on each applicable subsequent dividend date. PIK dividends are paid upon the occurrence of a liquidation event, conversion or redemption in accordance with the terms of the Preferred Stock. Cash dividends were declared each quarter for the years ended December 31, 2019 and 2018 and totaled \$4.4 million each year.



## ***Reinsurance and Self-Funded Insurance Programs***

### *Reinsurance*

We historically reinsured a substantial portion of our automobile, general and professional liability and workers' compensation costs under reinsurance programs primarily through our wholly-owned captive insurance subsidiary, Social Services Providers Captive Insurance Company, or SPCIC. As of May 16, 2017, SPCIC did not renew the expiring reinsurance policies. SPCIC will continue to resolve claims under the historical policy years.

At December 31, 2019, the cumulative reserve for expected losses since inception of these historical automobile, general and professional liability and workers' compensation reinsurance programs was \$0.8 million, \$0.5 million and \$3.0 million, respectively. Based on an independent actuarial report, our expected losses related to workers' compensation, automobile and general and professional liability, net of expected receivables for losses in excess of SPCIC's historical insurance limits at December 31, 2019 was \$4.3 million. We recorded a receivable from third-party insurers and liability at December 31, 2019 for these expected losses, which would be paid by third-party insurers to the extent losses are incurred.

Further, we had restricted cash of \$0.2 million and \$4.4 million at December 31, 2019 and December 31, 2018, respectively, which was primarily restricted to secure the reinsured claims losses under the historical automobile, general and professional liability and workers' compensation reinsurance programs.

### *Health Insurance*

We offer our employees an option to participate in self-funded health insurance programs. During the year ended December 31, 2019, health claims were self-funded with a stop-loss umbrella policy with a third-party insurer to limit the maximum potential liability for individual claims generally to \$300,000 per person, subject to an aggregating stop-loss limit of \$400,000. In addition, the program has a total stop-loss limit for total claims, in order to limit our exposure to catastrophic claims.

Health insurance claims are paid as they are submitted to the plan administrator. We maintain accruals for claims that have been incurred but not yet reported to the plan administrator, and therefore, have not been paid. The incurred but not reported reserve is based on an established cap and current payment trends of health insurance claims. The liability for the self-funded health plan of \$1.9 million and \$2.2 million as of December 31, 2019 and 2018, respectively, was recorded in "Self-funded insurance programs" in our consolidated balance sheets.

We charge our employees a portion of the costs of our self-funded group health insurance programs. We determine this charge at the beginning of each plan year based upon historical and projected medical utilization data. Any difference between our projections and our actual experience is borne by us, up to the stop-loss limit. We estimate potential obligations for liabilities under this program to reserve what we believe to be a sufficient amount to cover liabilities based on our past experience. Any significant increase in the number of claims or costs associated with claims made under this program above what we reserve could have a material adverse effect on our financial results.

## Contractual Cash Obligations

The following is a summary of our future contractual cash obligations as of December 31, 2019:

Contractual cash obligations (000's)	At December 31, 2019				
	Total	Less than 1 Year	1-3 Years	3-5 Years	After 5 Years
Finance leases	\$ 353	\$ 308	\$ 45	\$ —	\$ —
Interest (1)	458	458	—	—	—
Purchased services commitment (2)	8,321	4,782	3,539	—	—
Guarantees (3)	44,160	44,160	—	—	—
Letters of credit (3)	13,523	13,523	—	—	—
Operating leases (4)	23,350	7,586	13,604	1,330	830
Total	<u>\$ 90,165</u>	<u>\$ 70,817</u>	<u>\$ 17,188</u>	<u>\$ 1,330</u>	<u>\$ 830</u>

- (1) Future interest payments have been calculated at the current rates as of December 31, 2019.
- (2) The purchased service commitment includes the maximum penalty we would incur if we do not meet our minimum volume commitment over the remaining term of the agreement under certain contracts.
- (3) Letters of credit ("LOCs") are guarantees of potential payments to third parties under certain conditions. Guarantees include surety bonds we provide to certain customers to protect against potential non-delivery of our non-emergency transportation services. Our LOCs are provided by our Credit Facility and reduce our availability under this agreement. The surety bonds and LOC amounts in the above table represent the amount of commitment expiration per period.
- (4) The operating leases are for office space and related office equipment. Certain leases contain periodic rent escalation adjustments and renewal options.

We do not have any off-balance sheet arrangements as of December 31, 2019 other than those disclosed above.

## Stock repurchase programs

On October 26, 2016, our Board authorized a repurchase program, under which we could repurchase up to \$100.0 million in aggregate value of our Common Stock during the twelve-month period following October 26, 2016. On November 2, 2017, our Board approved the extension of our prior stock repurchase program, authorizing us to engage in a repurchase program to repurchase up to \$69.6 million (the amount remaining from the \$100.0 million repurchase amount authorized in 2016) in aggregate value of our Common Stock through December 31, 2018. Subsequently, on March 29, 2018, our Board authorized an increase in the amount available for stock repurchases under our existing stock repurchase program by \$77.8 million, and extended the existing stock repurchase program through June 30, 2019. A total of 1.8 million shares were repurchased under this repurchase program. The share repurchases were made through a combination of open market repurchases (including Rule 10b5-1 plans), privately negotiated transactions, accelerated share repurchase transactions and other derivative transactions. As of June 30, 2019, this repurchase program expired.

On August 6, 2019, the Board authorized a new stock repurchase program under which we could repurchase up to \$100.0 million in aggregate value of our Common Stock, subject to the consent of the holders of a majority of the our Series A convertible preferred stock, through December 31, 2019, at which time it expired. A total of 105,421 shares were repurchased under this program.

## Off-balance sheet arrangements

As of December 31, 2019 and 2018, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities referred to as structured finance or special purpose entities, which were established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

## New Accounting Pronouncements

The new accounting pronouncements that impact our business are included in Note 2, *Significant Accounting Policies and Recent Accounting Pronouncements*, to our consolidated financial statements and are incorporated herein by reference.

**Item 7A. *Quantitative and Qualitative Disclosures About Market Risk.****Interest rate risk*

We have exposure to interest rate risk mainly related to our Credit Facility, which has variable interest rates that may increase. We did not have any amounts outstanding on our Credit Facility at December 31, 2019.

**Item 8. Financial Statements and Supplementary Data.****INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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## Management's Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting for the registrant, as such term is defined in Rule 13a-15(f) of the Exchange Act. We designed our internal control over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation and presentation. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. The Company conducts periodic evaluations of its internal controls to enhance, where necessary, its procedures and controls.

The Company, under the supervision and with the participation of its management, including its principal executive officer and principal financial officer, conducted an evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2019, based on the criteria set forth in the Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on such evaluation, the Company concluded that its internal control over financial reporting was effective as of December 31, 2019.

KPMG LLP, an independent registered public accounting firm that audited the Company's consolidated financial statements, included in this Annual Report on Form 10-K, has issued an audit report on the effectiveness of the Company's internal control over financial reporting which is presented in Part II, Item 8 of this Annual Report on Form 10-K.

## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
The Providence Service Corporation:

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of The Providence Service Corporation and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes, and financial statement schedule II (collectively, the consolidated financial statements). In our opinion, based on our audits and the report of the other auditors, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 27, 2020 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

We did not audit the financial statements of Mercury Parent, LLC (a 43.6 percent owned investee company). The Company's investment in Mercury Parent, LLC was \$130.9 and \$161.5 million as of December 31, 2019 and 2018, respectively, and its equity in earnings (loss) of Mercury Parent, LLC was \$(29.7), \$(6.2), and \$13.4 million for the years 2019, 2018, and 2017, respectively. The financial statements of Mercury Parent, LLC were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Mercury Parent, LLC, is based solely on the report of the other auditors.

### *Change in Accounting Principle*

As discussed in Note 2 to the consolidated financial statements, the Company has changed its method of accounting for revenues and related costs in 2018 due to the adoption of Accounting Standard Codification Topic 606, Revenue from Contracts with Customers.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits and the report of the other auditors provide a reasonable basis for our opinion.

### *Critical Audit Matter*

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Evaluation of accrued transportation costs*

As discussed in Note 2 to the consolidated financial statements, the Company estimates an accrual for transportation costs that have been incurred but not invoiced by the transportation provider. This accrual is included within accrued transportation costs of \$87.1 million as of December 31, 2019.

We identified the evaluation of accrued transportation costs as a critical audit matter. There was especially subjective auditor judgment due to the inherent estimation uncertainty in transportation costs that were incurred but had yet to be invoiced by the transportation provider. Specifically, unknown trip cancellations and actual trip mileage could be greater or less than the amounts estimated.

The primary procedures we performed to address this critical audit matter included the following. We tested certain internal controls over the Company's transportation cost estimate, including controls relating to estimated trip cancellations and mileage. In addition, we compared the Company's historical accrued transportation costs estimates to actual amounts paid to assess the Company's ability to estimate accrued transportation costs. We compared a listing of amounts invoiced by transportation providers subsequent to year-end to the Company's year-end estimate of amounts expected to be invoiced by transportation providers.

/s/ KPMG LLP

We have served as the Company's auditor since 2008.

Atlanta, Georgia  
February 27, 2020

## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
The Providence Service Corporation:

### *Opinion on Internal Control Over Financial Reporting*

We have audited The Providence Service Corporation and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes, and financial statement schedule II (collectively, the consolidated financial statements), and our report dated February 27, 2020 expressed an unqualified opinion on those consolidated financial statements.

### *Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Atlanta, Georgia  
February 27, 2020

**The Providence Service Corporation**  
**Consolidated Balance Sheets**  
(in thousands except share and per share data)



	December 31,	
	2019	2018
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 61,365	\$ 5,678
Accounts receivable, net of allowance of \$5,933 in 2019 and \$1,854 in 2018	180,416	147,756
Other receivables	3,396	4,846
Prepaid expenses and other	10,942	44,167
Restricted cash	153	1,482
Current assets of discontinued operations	155	7,051
Total current assets	256,427	210,980
Operating lease right-of-use assets	20,095	—
Property and equipment, net	23,243	22,965
Goodwill	135,216	135,216
Intangible assets, net	19,911	26,146
Equity investment	130,869	161,503
Other assets	11,620	9,949
Restricted cash, less current portion	—	2,886
Total assets	\$ 597,381	\$ 569,645
<b>Liabilities, redeemable convertible preferred stock and stockholders' equity</b>		
Current liabilities:		
Current portion of long-term obligations	\$ 308	\$ 718
Accounts payable	9,805	8,828
Current portion of operating lease liabilities	6,730	—
Accrued expenses	38,733	39,191
Accrued transportation costs	87,063	84,889
Deferred revenue	227	562
Self-funded insurance programs	5,890	5,438
Current liabilities of discontinued operations	1,430	3,257
Total current liabilities	150,186	142,883
Long-term debt, less current portion	45	353
Operating lease liabilities, less current portion	14,502	—
Other long-term liabilities	15,029	14,970
Deferred tax liabilities	22,907	23,049
Total liabilities	202,669	181,255
Commitments and contingencies (Note 20)		
<b>Redeemable convertible preferred stock</b>		
Convertible preferred stock, net: Authorized 10,000,000 shares; \$0.001 par value; 798,788 and 801,606 issued and outstanding; 5.5%/8.5% dividend rate	77,120	77,392
<b>Stockholders' equity</b>		
Common stock: Authorized 40,000,000 shares; \$0.001 par value; 18,073,763 and 17,784,769 issued and outstanding (including treasury shares)	18	18
Additional paid-in capital	351,529	334,744
Retained earnings	183,733	187,127
Treasury shares, at cost, 5,088,782 and 4,970,093 shares, respectively	(217,688)	(210,891)
Total stockholders' equity	317,592	310,998
Total liabilities, redeemable convertible preferred stock and stockholders' equity	\$ 597,381	\$ 569,645

See accompanying notes to the consolidated financial statements

**The Providence Service Corporation**  
**Consolidated Statements of Operations**  
(in thousands except share and per share data)

	Year ended December 31,		
	2019	2018	2017
Service revenue, net	\$ 1,509,944	\$ 1,384,965	\$ 1,318,220
Operating expenses:			
Service expense	1,401,152	1,253,608	1,197,211
General and administrative expense	67,244	77,093	69,907
Asset impairment charge	—	14,175	—
Depreciation and amortization	16,816	15,813	13,618
Total operating expenses	1,485,212	1,360,689	1,280,736
Operating income	24,732	24,276	37,484
Other expenses (income):			
Interest expense, net	850	1,783	1,204
Other income	(277)	—	(5,363)
Equity in net loss (gain) of investee	29,685	6,158	(13,445)
Gain on remeasurement of cost method investment	—	(6,577)	—
Loss) income from continuing operations before income taxes	(5,526)	22,912	55,088
(Benefit) provision for income taxes	(573)	4,684	4,003
(Loss) income from continuing operations, net of tax	(4,953)	18,228	51,085
Income (loss) from discontinued operations, net of tax	5,919	(37,053)	2,735
Net income (loss)	966	(18,825)	53,820
Net loss from discontinued operations attributable to noncontrolling interest	—	(156)	(451)
Net income (loss) attributable to Providence	\$ 966	\$ (18,981)	\$ 53,369
Net (loss) income available to common stockholders (Note 16)	\$ (3,437)	\$ (25,257)	\$ 42,636
Basic (loss) earnings per common share:			
Continuing operations	\$ (0.72)	\$ 0.92	\$ 2.99
Discontinued operations	0.46	(2.87)	0.15
Basic (loss) earnings per common share	\$ (0.26)	\$ (1.95)	\$ 3.14
Diluted (loss) earnings per common share:			
Continuing operations	\$ (0.72)	\$ 0.92	\$ 2.97
Discontinued operations	0.46	(2.86)	0.15
Diluted (loss) earnings per common share	\$ (0.26)	\$ (1.94)	\$ 3.12
Weighted-average number of common shares outstanding:			
Basic	12,958,713	12,960,837	13,602,140
Diluted	12,958,713	13,033,247	13,673,314

See accompanying notes to the consolidated financial statements

**The Providence Service Corporation**  
**Consolidated Statements of Comprehensive Income**  
(in thousands)

	Year ended December 31,		
	2019	2018	2017
Net income (loss)	\$ 966	\$ (18,825)	\$ 53,820
Net loss from discontinued operations attributable to non-controlling interest	—	(156)	(451)
Net income (loss) attributable to Providence	966	(18,981)	53,369
Other comprehensive (loss) income:			
Foreign currency translation adjustments, net of tax	—	(4,168)	7,117
Reclassification of translation loss realized upon sale of subsidiary and equity investment, respectively	—	29,973	527
Other comprehensive income	—	25,805	7,644
Comprehensive income	966	6,980	61,464
Comprehensive loss attributable to non-controlling interest	—	(2,165)	(255)
Comprehensive income attributable to Providence	\$ 966	\$ 4,815	\$ 61,209

See accompanying notes to the consolidated financial statements



**The Providence Service Corporation**  
**Consolidated Statements of Stockholders' Equity**  
(in thousands except share data)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Treasury Stock		Non- Controlling Interest	Total
	Shares	Amount				Shares	Amount		
Balance at December 31, 2016	17,315,661	17	302,010	156,718	(33,449)	3,478,676	(125,201)	(2,420)	297,675
Stock-based compensation	—	—	7,619	—	—	—	—	—	7,619
Exercise of employee stock options	91,400	—	2,423	—	—	5,665	(238)	—	2,185
Restricted stock issued	36,623	—	—	—	—	19,556	(878)	—	(878)
Performance restricted stock issued	3,773	—	(96)	—	—	—	—	—	(96)
Shares issued for bonus settlement and director stipends	25,646	—	1,107	—	—	—	—	—	1,107
Stock repurchase plan	—	—	—	—	—	622,235	(28,486)	—	(28,486)
Conversion of convertible preferred stock to common stock	495	—	20	(1)	—	—	—	—	19
Convertible preferred stock dividends	—	—	—	(4,418)	—	—	—	—	(4,418)
Foreign currency translation adjustments, net of tax	—	—	—	—	7,117	—	—	(196)	6,921
Reclassification of translation loss realized upon sale of equity investments	—	—	—	—	527	—	—	—	527
Noncontrolling interests	—	—	—	—	—	—	—	451	451
Other	—	—	22	—	—	—	—	—	22
Net income attributable to Providence	—	—	—	53,369	—	—	—	—	53,369
Cumulative effect adjustment from change in accounting principle	—	—	850	(850)	—	—	—	—	—
Balance at December 31, 2017	17,473,598	17	313,955	204,818	(25,805)	4,126,132	(154,803)	(2,165)	336,017
Stock-based compensation	—	—	9,130	—	—	—	—	—	9,130
Exercise of employee stock options	266,293	1	11,669	—	—	—	—	—	11,670
Restricted stock issued	33,582	—	(320)	—	—	5,242	(335)	—	(655)
Performance restricted stock issued	3,110	—	(109)	—	—	—	—	—	(109)
Shares issued for bonus settlement and director stipends	4,193	—	150	—	—	—	—	—	150
Stock repurchase plan	—	—	—	—	—	838,719	(55,753)	—	(55,753)
Conversion of convertible preferred stock to common stock	3,993	—	161	(7)	—	—	—	—	154
Convertible preferred stock dividends	—	—	—	(4,413)	—	—	—	—	(4,413)
Foreign currency translation adjustments, net of tax	—	—	—	—	(4,168)	—	—	1,839	(2,329)
Reclassification of translation loss realized upon sale of equity investments	—	—	—	—	29,973	—	—	—	29,973
Noncontrolling interest	—	—	—	—	—	—	—	326	326
Other	—	—	108	—	—	—	—	—	108
Net loss attributable to Providence	—	—	—	(18,981)	—	—	—	—	(18,981)
Cumulative effect adjustment from change in accounting principle, net of tax	—	—	—	5,710	—	—	—	—	5,710
Balance at December 31, 2018	17,784,769	18	334,744	187,127	—	4,970,093	(210,891)	—	310,998
Stock-based compensation	—	—	5,260	—	—	—	—	—	5,260
Deferred Stock Units (DSUs)	4,803	—	156	—	—	—	—	—	156
Exercise of employee stock options	219,054	—	10,986	—	—	—	—	—	10,986
Restricted stock issued	55,530	—	(43)	—	—	13,268	(809)	—	(852)
Shares issued for bonus settlement and director stipends	2,542	—	154	—	—	—	—	—	154
Stock repurchase plan	—	—	—	—	—	105,421	(5,988)	—	(5,988)
Conversion of convertible preferred stock to common stock	7,065	—	272	43	—	—	—	—	315
Convertible preferred stock dividends	—	—	—	(4,403)	—	—	—	—	(4,403)
Net income attributable to Providence	—	—	—	966	—	—	—	—	966
Balance at December 31, 2019	18,073,763	\$ 18	\$ 351,529	\$ 183,733	\$ —	5,088,782	\$ (217,688)	\$ —	\$ 317,592

See accompanying notes to the consolidated financial statements

**The Providence Service Corporation**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	Year ended December 31,		
	2019	2018	2017
<b>Operating activities</b>			
Net income (loss)	\$ 966	\$ (18,825)	\$ 53,820
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	10,582	18,769	18,542
Amortization	6,234	8,908	7,927
Provision for doubtful accounts	4,078	6,062	1,372
Stock-based compensation	5,414	8,993	7,543
Deferred income taxes	71	(545)	(22,996)
Amortization of deferred financing costs and debt discount	293	512	682
Asset impairment charge	—	23,378	—
Equity in net loss (gain) of investees	29,685	6,072	(12,054)
Gain on sale of equity investment	—	—	(12,377)
Loss on sale of business	—	53,692	—
Gain on remeasurement of cost method investment	—	(6,577)	—
Deferred income taxes and income taxes receivable on sale of business	—	(51,861)	—
Other non-cash (credits) charges	—	(353)	296
Changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable and other receivables	(29,928)	(30,997)	5,715
Prepaid expenses and other	631	14,253	15,457
Self-funded insurance programs	809	(2,743)	(5,731)
Accounts payable and accrued expenses	(4,144)	(21,799)	(9,064)
Income taxes on gain from sale of business	30,822	—	—
Accrued transportation costs	2,175	1,301	11,232
Deferred revenue	(1,298)	(1,975)	(4,691)
Other long-term liabilities	4,550	1,634	(629)
Net cash provided by operating activities	60,940	7,899	55,044
<b>Investing activities</b>			
Purchase of property and equipment	(10,858)	(17,521)	(19,923)
Proceeds from sale of equity investment	—	—	15,593
Acquisitions, net of cash acquired	—	(43,711)	—
Dispositions or sale of business, net of cash sold	—	12,780	—
Cost method investments	—	—	(3,000)
Proceeds from note receivable	—	3,130	—
Other investing activities	—	—	310
Net cash used in investing activities	(10,858)	(45,322)	(7,020)
<b>Financing activities</b>			
Preferred stock dividends	(4,403)	(4,413)	(4,418)
Repurchase of common stock, for treasury	(6,797)	(56,088)	(29,364)
Proceeds from common stock issued pursuant to stock option exercise	11,142	12,413	1,921
Proceeds from debt	12,000	42,000	—
Repayment of debt	(12,000)	(42,000)	—
Other financing activities	(718)	(3,467)	(1,927)
Net cash used in financing activities	(776)	(51,555)	(33,788)
Effect of exchange rate changes on cash	—	(261)	978
Net change in cash, cash equivalents and restricted cash	49,306	(89,239)	15,214
Cash, cash equivalents and restricted cash at beginning of period	12,367	101,606	86,392
Cash, cash equivalents and restricted cash at end of period	\$ 61,673	\$ 12,367	\$ 101,606

See accompanying notes to the consolidated financial statements

**The Providence Service Corporation**  
**Supplemental Cash Flow Information**  
(in thousands)

Supplemental cash flow information	Year ended December 31,		
	2019	2018	2017
Cash included in current assets of discontinued operations held for sale	\$ 155	\$ 2,321	\$ 42,512
Cash paid for interest	\$ 1,261	\$ 1,162	\$ 987
Cash (received) paid for income taxes	\$ (30,037)	\$ 12,054	\$ 18,128
Proceeds receivable from option exercise	\$ —	\$ —	\$ 562
Purchases of equipment in accounts payable and accrued liabilities	\$ —	\$ —	\$ 1,362
Purchase of equipment through capital lease obligation	\$ —	\$ 724	\$ 1,474
Acquisitions:			
Purchase price	\$ —	\$ 54,700	\$ —
Less:			
Cash acquired	—	(1,302)	—
Restricted cash acquired	—	(110)	—
Value of existing ownership in Circulation	—	(9,577)	—
Acquisitions, net of cash acquired	\$ —	\$ 43,711	\$ —

See accompanying notes to the consolidated financial statements



**The Providence Service Corporation**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019**  
(in thousands except share and per share data)

## 1. Organization and Basis of Presentation

### *Description of Business*

The Providence Service Corporation (“we”, the “Company” or “Providence”) is the largest manager of non-emergency medical transportation (“NET”) programs for state governments and managed care organizations (“MCOs”) in the United States (“U.S.”). The Company operates under the brands LogistiCare and Circulation. Additionally, the Company owns a minority investment in CCHN Group Holdings, Inc. and its subsidiaries (“Matrix”). Matrix provides a broad array of assessment and care management services that improve health outcomes for individuals and financial performance for health plans. Matrix’s national network of community-based clinicians delivers in-home services while its fleet of mobile health clinics provide community-based care with advance diagnostic capabilities. These solutions combined with Matrix’s advanced engagement approach, help health plans manage risks, close care gaps and connect members to care.

During 2018, the Company announced an organizational consolidation plan (“Organizational Consolidation”) to integrate substantially all activities and functions performed at the corporate holding company level into its NET Services segment. As the Organizational Consolidation was substantially complete beginning January 1, 2019, our former Corporate and Other segment was combined with the NET Services segment. See Note 10, *Restructuring and Related Reorganization Costs*, and Note 24, *Segments*, for further information.

### *Discontinued Operations*

During the periods presented, the Company completed the following transactions, which resulted in the presentation of the related operations as Discontinued Operations.

- On December 21, 2018, the Company completed the sale of substantially all of the operating subsidiaries of its WD Services segment to Advanced Personnel Management Global Pty Ltd of Australia (“APM”) and APM UK Holdings Limited, an affiliate of APM, with the exception of the segment’s employment services operations in Saudi Arabia (the “WD Services Sale”). The Company’s contractual counterparties in Saudi Arabia, including an entity owned by the Saudi Arabian government, assumed these operations beginning January 1, 2019; however, the Company continues to incur expenses to wind down its Saudi Arabian entity. Additionally, on June 11, 2018, the Company entered into a Share Purchase Agreement to sell Ingeus France for a de minimis amount. The sale was effective on July 17, 2018, after court approval.
- On November 1, 2015, the Company completed the sale of its *Human Services* segment. However, in addition to the results through the sale date, the Company has recorded additional expenses related to legal proceedings as described in Note 20, *Commitment and Contingencies*, related to an indemnified legal matter.

### *Basis of Presentation*

The Company follows accounting standards set by the Financial Accounting Standards Board (“FASB”). The FASB establishes accounting principles generally accepted in the United States (“GAAP”). Rules and interpretive releases of the Securities and Exchange Commission (“SEC”) under authority of federal securities laws are also sources of authoritative GAAP for SEC registrants. References to GAAP issued by the FASB in these footnotes are to the FASB *Accounting Standards Codification* (“ASC”), which serves as the single source of authoritative accounting and applicable reporting standards to be applied for non-governmental entities. All amounts are presented in U.S. dollars, unless otherwise noted.

The Company accounts for its investment in Matrix using the equity method, as the Company does not control the decision-making process or business management practices of Matrix. While the Company has access to certain information and performs certain procedures to review the reasonableness of information, the Company relies on the management of Matrix to provide accurate financial information prepared in accordance with GAAP. The Company receives audit reports relating to such financial information from Matrix’s independent auditors on an annual basis. The Company is not aware of any errors in or possible misstatements of the financial information provided by Matrix that would have a material effect on the Company’s consolidated financial statements. See Note 5, *Equity Investment*, for further information.

### ***Reclassifications***

In conjunction with the change in the Company's organizational structure as described in Note 24, *Segments*, certain costs were reclassified between "General and administrative expense" and "Service expense" on the accompanying condensed consolidated statements of operations as summarized below:

<b>Year Ended December 31, 2018</b>			
	<b>As Previously Reported <sup>(1)</sup></b>	<b>Reclassifications</b>	<b>As Reported</b>
Service expense	\$ 1,284,603	\$ (30,995)	\$ 1,253,608
General and administrative expense	46,098	30,995	77,093

<b>Year Ended December 31, 2017</b>			
	<b>As Previously Reported <sup>(1)</sup></b>	<b>Reclassifications</b>	<b>As Reported</b>
Service expense	\$ 1,223,627	\$ (26,416)	\$ 1,197,211
General and administrative expense	43,491	26,416	69,907

<sup>(1)</sup> Adjusted for discontinued operations, as described in Note 23.

## **2. Significant Accounting Policies and Recent Accounting Pronouncements**

### ***Principles of Consolidation***

The accompanying consolidated financial statements include The Providence Service Corporation, its wholly-owned subsidiaries, and entities it controls, or in which it has a variable interest and is the primary beneficiary of expected cash profits or losses. The Company records its investments in entities that it does not control, but over which it has the ability to exercise significant influence, using the equity method. The Company has eliminated significant intercompany transactions and accounts.

### ***Accounting Estimates***

The Company uses estimates and assumptions in the preparation of the consolidated financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the Company's consolidated financial statements. These estimates and assumptions also affect the reported amount of net income or loss during any period. The Company's actual financial results could differ significantly from these estimates. The significant estimates underlying the Company's consolidated financial statements include revenue recognition; allowance for doubtful accounts; accrued transportation costs; income taxes; recoverability of current and long-lived assets, including equity method investments; intangible assets and goodwill; loss contingencies; accounting for business combinations, including amounts assigned to definite and indefinite lived intangibles and contingent consideration; loss reserves for reinsurance and self-funded insurance programs; and stock-based compensation.

### ***Cash and Cash Equivalents***

Cash and cash equivalents include all cash balances and highly liquid investments with an initial maturity of three months or less. Investments in cash equivalents are carried at cost, which approximates fair value. The Company places its temporary cash investments with high credit quality financial institutions. At times, such investments may be in excess of the federally insured limits.

### ***Accounts Receivable and Allowance for Doubtful Accounts***

The Company records accounts receivable amounts at the contractual amount, less an allowance for doubtful accounts. The Company maintains an allowance for doubtful accounts at an amount it estimates to be sufficient to cover the risk that an account will not be collected. The Company regularly evaluates its accounts receivables, especially receivables that are past due, and reassesses its allowance for doubtful accounts based on identified customer collection issues. In circumstances where the Company is aware of a customer's inability to meet its financial obligation, the Company records a specific allowance for

doubtful accounts to reduce its net recognized receivable to an amount the Company reasonably expects to collect. Under certain contracts of NET Services, final payment is based on a reconciliation of actual utilization and cost, and the final reconciliation may require a considerable period of time.

The Company's bad debt expense from continuing operations for the years ended December 31, 2019, 2018 and 2017 was \$3,220, \$338 and \$1,347, respectively.

### ***Property and Equipment***

Property and equipment are stated at historical cost, net of accumulated depreciation, or at fair value if the assets were initially recorded as the result of a business combination or if the asset was remeasured due to an impairment. Depreciation is calculated using the straight-line method over the estimated useful life of the asset. Maintenance and repairs are expensed as incurred. Gains and losses resulting from the disposition of an asset are reflected in operating expense.

### ***Recoverability of Goodwill***

In accordance with ASC 350, *Intangibles-Goodwill and Other*, the Company reviews goodwill for impairment annually, or more frequently if events and circumstances indicate that an asset may be impaired. Such circumstances could include, but are not limited to: (1) the loss or modification of significant contracts, (2) a significant adverse change in legal factors or in business climate, (3) unanticipated competition, (4) an adverse action or assessment by a regulator, or (5) a significant decline in the Company's stock price. We perform our annual goodwill impairment test as of October 1.

First, we perform qualitative assessments for each reporting unit to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment suggests that it is more likely than not that the fair value of a reporting unit is less than its carrying value amount, then we perform a quantitative assessment and compare the fair value of the reporting unit to its carrying value.

We adopted ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* ("ASU 2017-04") effective April 1, 2017. ASU 2017-04 removes the requirement to compare the implied fair value of goodwill with its carrying amount as part of step two of the goodwill impairment test. Instead, if we deem it necessary to perform the quantitative goodwill impairment test in an annual or interim period, we recognize an impairment charge equal to the excess, if any, of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit.

The Company estimates the fair value of the Company's reporting units using either an income approach, a market valuation approach, a transaction valuation approach or a blended approach. The income approach produces an estimated fair value of a reporting unit based on the present value of the cash flows the Company expects the reporting unit to generate in the future. Estimates included in the discounted cash flow model include the discount rate, which the Company determines based on adjusting an industry-wide weighted-average cost of capital for size, geography, and company specific risk factors, long-term rates of growth and profitability of the Company's business, working capital effects and planned capital expenditures. The market approach produces an estimated fair value of a reporting unit based on a comparison of the reporting unit to comparable publicly traded entities in similar lines of business. The transaction valuation approach produces an estimated fair value of a reporting unit based on a comparison of the reporting unit to publicly available transactional data involving both publicly traded and private entities in similar lines of business. The Company's significant estimates in both the market and transaction approach include the selected similar companies with comparable business factors such as size, growth, profitability, risk and return on investment and the multiples the Company applies to revenue and earnings before interest, taxes, depreciation and amortization ("EBITDA") to estimate the fair value of the reporting unit.

### ***Recoverability of Intangible Assets Subject to Amortization and Other Long-Lived Assets***

Intangible assets subject to amortization and other long-lived assets are carried at cost and are amortized or depreciated on a straight-line basis over their estimated useful lives of 3 to 15 years. In accordance with ASC 360, *Property, Plant, and Equipment*, the Company reviews the carrying value of long-lived assets or groups of assets to be used in operations whenever events or changes in circumstances indicate that the carrying amount of the assets may be impaired. Factors that may necessitate an impairment assessment include, among others, significant adverse changes in the extent or manner in which an asset or group of assets is used, significant adverse changes in legal factors or the business climate that could affect the value of an asset or group of assets or significant declines in the observable market value of an asset or group of assets. The presence or occurrence of those events indicates that an asset or group of assets may be impaired. In those cases, the Company assesses the recoverability of an asset or group of assets by determining whether the carrying value of the asset or group of assets exceeds

the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the assets over the remaining economic life of the asset or the primary asset in the group of assets. If such testing indicates the carrying value of the asset or group of assets is not recoverable, the Company estimates the fair value of the asset or group of assets using appropriate valuation methodologies, which would typically include an estimate of discounted cash flows. If the fair value of those assets or groups of assets is less than carrying value, the Company records an impairment loss equal to the excess of the carrying value over the estimated fair value.

### ***Accrued Transportation Costs***

The Company schedules transportation for eligible members of its customers through its central reservation system. The Company generally contracts with third-party providers to provide transportation. The cost of transportation is recorded in the month the services are rendered, based upon contractual rates and mileage estimates. Transportation providers provide invoices once the trip is completed. Any trips that have not been invoiced require an accrual, based upon the expected cost as well as an estimate for cancellations, as the Company is generally only obligated to pay the transportation provider for completed trips. These estimates are based upon the historical trend associated with each contract's population and the transportation provider network servicing the program. There may be differences between actual invoiced amounts and estimated costs, and any resulting adjustments are included in expense. Accrued transportation costs were \$87,063 and \$84,889 at December 31, 2019 and 2018, respectively.

### ***Deferred Financing Costs and Debt Discounts***

The Company capitalizes direct expenses incurred in connection with its credit facilities and other borrowings, and amortizes such expenses over the life of the respective credit facility or other borrowings. Fees charged by lenders on the revolving facility and all fees charged by third parties are recorded as deferred financing costs and fees charged by lenders on term loans are recorded as a debt discount. Deferred financing costs, net of amortization, totaling \$33 and \$268 as of December 31, 2019 and 2018, respectively, are included in "Prepaid expenses and other" on the consolidated balance sheets.

### ***Revenue Recognition***

The Company recognizes revenue as it transfers control of promised services to its customers. The Company generates all of its revenue from contracts with customers. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled in exchange for these services. The Company satisfies substantially all of its performance obligations and recognizes revenue over time instead of at points in time. See further information in Note 3, *Revenue Recognition*.

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09"). ASU 2014-09 introduced FASB Accounting Standards Codification Topic 606 ("ASC 606"), which replaced historical revenue recognition guidance and was intended to improve and converge with international standards the financial reporting requirements for revenue from contracts with customers. The core principle of ASC 606 was that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. ASC 606 also required additional disclosures about the nature, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. ASU 2014-09 allowed for adoption either on a full retrospective basis to each prior reporting period presented or on a modified retrospective basis with the cumulative effect of initially applying the new guidance recognized at the date of initial application. The Company adopted ASU 2014-09 effective January 1, 2018 using the modified retrospective transition method for contracts that were not completed as of January 1, 2018.

The Company recognized the cumulative effect of initially applying the new revenue standard as an adjustment to the opening balance of retained earnings. These impacts were related to our WD Services segment, which has since met the criteria for classification as discontinued operations. Upon adoption of ASU 2014-09, the cumulative effect of the changes made to the Company's consolidated balance sheet as of January 1, 2018 were as follows:

	Balance at December 31, 2017	Adjustments due to ASU 2014-09	Balance at January 1, 2018
<b>Assets</b>			
Current assets of discontinued operations	104,024	11,182	115,206
<b>Liabilities</b>			
Current liabilities of discontinued operations	61,643	5,442	67,085
Noncurrent liabilities of discontinued operations	7,565	30	7,595
<b>Equity</b>			
Retained earnings, net of tax	204,818	5,710	210,528

The impact of applying the new revenue recognition guidance on the Company's consolidated statement of operations for the year ended December 31, 2018 was as follows:

	Year Ended December 31, 2018	
	As Reported <sup>(1)</sup>	Pro forma as if the previous accounting guidance was in effect
Service revenue, net	\$ 1,384,965	1,400,453
Service expense	1,253,608	1,300,091
Operating income	24,276	24,276

<sup>(1)</sup> Service expense reflects certain costs reclassified between "General and administrative expense" and "Service expense" in conjunction with the change in the Company's organizational structure as described in Note 24, *Segments*.

There was no impact of applying the new revenue recognition guidance on the Company's consolidated balance sheet at December 31, 2018, as any assets and liabilities impacted by the guidance were sold in the WD Services Sale. The comparative financial statements were not restated and continue to be reported under the accounting standards in effect for those periods.

### Stock-Based Compensation

The Company follows the fair value recognition provisions of ASC Topic 718 – *Compensation – Stock Compensation* ("ASC 718"), which requires companies to measure and recognize compensation expense for all share-based payments at fair value.

- The Company calculates the fair value of stock options using the Black-Scholes or Monte Carlo option-pricing formula. The fair value of restricted stock awards or units is determined based on the closing market price of the Company's Common Stock on the date of grant. Forfeitures are recorded as they occur. The expense for stock-based compensation awards is amortized on a straight-line basis over the requisite service period, which is typically the vesting period.
- The Company records restricted stock units ("RSUs") that may be settled by the holder in cash, rather than shares, as a liability and remeasures these liabilities at fair value at the end of each reporting period. Upon settlement of these awards, the cumulative compensation expense recorded over the vesting period of the awards will equal the settlement amount, which is based on the Company's stock price on the settlement date.
- Performance-based RSUs vest upon achievement of certain company specific performance conditions. On the date of grant, the Company determines the fair value of the performance-based award using the fair value of the Company's Common Stock at that time and assesses whether it is probable that the performance targets will be achieved. If assessed as probable, the Company records compensation expense for these awards over the requisite service period. At each reporting period, the Company reassesses the probability of achieving the performance targets and the



performance period required to meet those targets. The estimation of whether the performance targets will be achieved and of the performance period required to achieve the targets requires judgment, and to the extent actual results or updated estimates differ from the Company's current estimates, the cumulative effect on current and prior periods of those changes will be recorded in the period estimates are revised, or the change in estimate will be applied prospectively depending on whether the change affects the estimate of total compensation cost to be recognized or merely affects the period over which compensation cost is to be recognized. The ultimate number of shares issued and the related compensation expense recognized will be based on a comparison of the final performance metrics to the specified targets.

### ***Income Taxes***

Deferred income taxes are determined by the asset and liability method in accordance with ASC Topic 740 - *Income Taxes*. Under this method, deferred tax assets and liabilities are determined based on differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes and are measured using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. The Company considers many factors when assessing the likelihood of future realization of deferred tax assets, including recent earnings experience by jurisdiction, expectations of future taxable income, and the carryforward periods available for tax reporting purposes, as well as other relevant factors. The Company establishes a valuation allowance to reduce deferred tax assets to the amount that is more likely than not to be realized. The net amount of deferred tax liabilities and assets, net of the valuation allowance, is presented as noncurrent in the Company's consolidated balance sheets.

Due to inherent complexities arising from the nature of the Company's businesses, future changes in income tax law or variances between the Company's actual and anticipated operating results, the Company makes certain judgments and estimates. Therefore, actual income taxes could materially vary from these estimates.

The Company has recorded a valuation allowance which includes amounts for certain carryforwards and deferred tax assets, as more fully described in Note 19, *Income Taxes*, for which the Company has concluded that it is more likely than not that these carryforwards and deferred tax assets will not be realized in the ordinary course of operations.

The Company recognizes interest and penalties related to income taxes as a component of income tax expense.

The Company accounts for uncertain tax positions based on a two-step process of evaluating recognition and measurement criteria. The first step assesses whether the tax position is more likely than not to be sustained upon examination by the tax authority, including resolution of any appeals or litigation, based on the technical merits of the position. If the tax position meets the more likely than not criteria, the portion of the tax benefit greater than 50% likely to be realized upon settlement with the tax authority is recognized in the consolidated financial statements.

On December 22, 2017, the U.S. bill commonly referred to as the Tax Cuts and Jobs Act ("Tax Reform Act") was enacted as more fully described in Note 19, *Income Taxes*.

### ***Loss Reserves for Certain Reinsurance and Self-Funded Insurance Programs***

The Company historically reinsured a substantial portion of its automobile, general and professional liability and workers' compensation costs under reinsurance programs primarily through the Company's wholly-owned subsidiary, Social Services Providers Captive Insurance Company ("SPCIC"), a licensed captive insurance company domiciled in the State of Arizona. As of May 16, 2017, SPCIC did not renew the expiring reinsurance policies. SPCIC will continue to resolve claims under the historical policy years.

The Company utilizes a report prepared by an independent actuary to estimate the gross expected losses related to historical automobile, general and professional and workers' compensation liability reinsurance policies, including the estimated losses in excess of SPCIC's insurance limits, which would be reimbursed to SPCIC to the extent such losses were incurred. As of December 31, 2019 and 2018, the Company had reserves of \$4,333 and \$3,900, respectively, for the automobile, general and professional liability and workers' compensation reinsurance policies, net of expected receivables for losses in excess of SPCIC's historical insurance limits. The gross reserve as of December 31, 2019 and 2018 of \$12,826 and \$10,489, respectively, is classified as "Self-funded insurance programs" and "Other long-term liabilities" in the consolidated balance sheets. The estimated amount to be reimbursed to SPCIC as of December 31, 2019 and 2018 was \$8,493 and \$6,589, respectively, and is classified as "Other receivables" and "Other assets" in the consolidated balance sheets.

The Company also maintains a self-funded health insurance program with a stop-loss umbrella policy with a third-party insurer to limit the maximum potential liability for individual claims generally to \$300 per person, subject to an aggregating stop-loss limit of \$400. In addition, the program has a total stop-loss limit for total claims, in order to limit the Company's exposure to catastrophic claims. With respect to this program, the Company considers historical and projected medical utilization data when estimating its health insurance program liability and related expense. As of December 31, 2019 and 2018, the Company had \$1,864 and \$2,201, respectively, in reserves for its self-funded health insurance programs. The reserves are classified as "Self-funded insurance programs" in the consolidated balance sheets.

The Company utilizes analyses prepared by third-party administrators and independent actuaries based on historical claims information with respect to the general and professional liability coverage, workers' compensation coverage, automobile liability, automobile physical damage, and health insurance coverage to determine the amount of required reserves.

The Company regularly analyzes its reserves for incurred but not reported claims, and for reported but not paid claims related to its reinsurance and self-funded insurance programs. The Company believes its reserves are adequate. However, significant judgment is involved in assessing these reserves, such as assessing historical paid claims, average lag times between the claims' incurred date, reported dates and paid dates, and the frequency and severity of claims. There may be differences between actual settlement amounts and recorded reserves and any resulting adjustments are included in expense once a probable amount is known.

### ***Discontinued Operations***

In determining whether a group of assets disposed (or to be disposed) of should be presented as a discontinued operation, the Company makes a determination of whether the criteria for held-for-sale classification is met and whether the disposition represents a strategic shift that has (or will have) a major effect on the entity's operations and financial results. If these determinations can be made affirmatively, the results of operations of the group of assets being disposed of (as well as any gain or loss on the disposal transaction) are aggregated for separate presentation apart from continuing operating results of the Company in the consolidated financial statements. See Note 23, *Discontinued Operations*, for a summary of discontinued operations related to prior years.

### ***Earnings (Loss) Per Share***

The Company computes basic earnings (loss) per share by taking net income (loss) attributable to the Company available to common stockholders divided by the weighted average number of common shares outstanding during the period, including restricted stock and stock held in escrow if such shares are participating securities. Diluted earnings per share includes the potential dilution that may occur from stock-based awards and other stock-based commitments using the treasury stock or the as-if converted methods, as applicable. For additional information on how the Company computes earnings per share, see Note 16, *(Loss) Earnings Per Share*.

### ***Recent Accounting Pronouncements***

The Company adopted the following accounting pronouncements during the year ended December 31, 2019:

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 introduced FASB Accounting Standards Codification Topic 842 ("ASC 842"), which replaced ASC 840, *Leases*. In July 2018, the FASB issued ASU No. 2018-10, *Codification Improvements to Topic 842 (Leases)* ("ASU 2018-10"), which provides narrow amendments to clarify how to apply certain aspects of the new lease standard. Additionally, in July 2018, the FASB issued ASU No. 2018-11, *Leases (Topic 842): Targeted Improvements* ("ASU 2018-11"). ASU 2018-11 provides a new transition method and a practical expedient for separating components of a leasing contract.

The Company has not entered into significant lease agreements in which it is the lessor; however, the Company does have lease agreements in which it is the lessee. Under ASC 842, lessees are required to recognize a lease liability and right-of-use ("ROU") asset for all leases (with the exception of short-term leases) at the lease commencement date. Effective January 1, 2019, the Company adopted this guidance, applied the modified retrospective transition method and elected the transition option to use the effective date as the date of initial application. The Company recognized the cumulative effect of the transition adjustment on the condensed consolidated balance sheet as of the effective date and did not provide any new lease disclosures for periods before the effective date. With respect to the practical expedients, the Company elected the package of transitional-related practical expedients and the practical expedient not to separate lease and non-lease components. At January 1, 2019, the Company recorded \$23,165 and \$24,491 of additional ROU leased assets and liabilities, respectively, on its consolidated

balance sheet. The adoption did not have a material impact on the consolidated statement of operations. See Note 17, *Leases and Service Commitments*, for further information.

In August 2018, the SEC adopted the final rule under SEC Release No. 33-10532, *Disclosure Update and Simplification*, amending certain disclosure requirements that were redundant, duplicative, overlapping, outdated or superseded. In addition, the amendments expanded the disclosure requirements on the analysis of stockholders' equity for interim financial statements. Under the amendments, an analysis of changes in each caption of stockholders' equity presented in the balance sheet must be provided in a note or separate statement. The analysis should present a reconciliation of the beginning balance to the ending balance of each period for which a statement of comprehensive income is required to be filed. The Company adopted this new rule during the quarter ended March 31, 2019 by including the condensed consolidated statements of stockholders' equity.

Recent accounting pronouncements that the Company had not yet adopted as of December 31, 2019 are as follows:

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326)* ("ASU 2016-13"). ASU 2016-13 will supersede or clarify much of the existing guidance for reporting credit losses for assets held at amortized cost basis and available for sale debt securities. ASU 2016-13 affects loans, debt securities, trade receivables, net investments in leases, off balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash. ASU 2016-13 is effective for financial statements issued for fiscal years beginning after December 15, 2019, with early adoption permitted for fiscal years beginning after December 15, 2018. The adoption of this guidance on January 1, 2020 did not have an impact on the consolidated financial statements or disclosures and we do not expect the adoption of this guidance will have a material impact in the future.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement* ("ASU 2018-13"). ASU 2018-13 removes certain disclosures, modifies certain disclosures and added additional disclosures. The standard is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted. ASU 2018-13 requires certain disclosures to be applied on a retrospective basis and others on a prospective basis. The adoption of this guidance on January 1, 2020 did not have an impact on the consolidated financial statements or disclosures and we do not expect the adoption of this guidance will have a material impact in the future.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles-Goodwill and Other-Internal-Use Software: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract* ("ASU 2018-15"). ASU 2018-15 will align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The standard is effective for fiscal years beginning after December 15, 2019, with early adoption permitted. The Company has elected to apply a prospective transition approach and will therefore apply the transition requirements to any eligible costs incurred after adoption. The Company adopted ASU 2018-15 on January 1, 2020. As of the reporting date, the Company has not incurred any material implementation costs associated with new projects entered into subsequent to the adoption date of January 1, 2020.

### 3. Revenue Recognition

Under ASC 606, the Company recognizes revenue as it transfers control of promised services to its customers and generates all of its revenue from contracts with customers. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled in exchange for these services. The Company satisfies substantially all of its performance obligations and recognizes revenue over time instead of at points in time.

#### *Disaggregation of Revenue*

The following table summarizes disaggregated revenue from contracts with customers for the years ended December 31, 2019 and 2018 by contract type:

	Year Ended December 31,	
	2019	2018
State Medicaid agency contracts	\$ 736,030	\$ 732,261
Managed care organization contracts	773,914	652,704
Total Service revenue, net	<u>\$ 1,509,944</u>	<u>\$ 1,384,965</u>
Capitated contracts	1,277,241	\$ 1,096,822
Non-capitated contracts	232,703	288,143
Total Service revenue, net	<u>\$ 1,509,944</u>	<u>\$ 1,384,965</u>

During the years ended December 31, 2019 and 2018, the Company recognized \$10,849 and \$5,685, respectively, from contractual adjustments relating to performance obligations satisfied in previous periods to which the customer agreed.

#### ***Related Balance Sheet Accounts***

The following table provides information about accounts receivable, net as of December 31, 2019 and 2018:

	December 31, 2019	December 31, 2018
Accounts receivable	\$ 124,868	\$ 101,340
Reconciliation contract receivable	61,481	48,270
Allowance for doubtful accounts	(5,933)	(1,854)
Accounts receivable, net	<u>\$ 180,416</u>	<u>\$ 147,756</u>

The following table provides information about other accounts included on the accompanying consolidated balance sheets:

	December 31, 2019	December 31, 2018
Accrued contract payments, included in "accrued expenses"	\$ 15,706	\$ 9,756
Deferred revenue, current	227	562
Deferred revenue, long-term, included in "other long-term liabilities"	758	963

During the years ended December 31, 2019 and 2018, \$482 and \$3,019 of deferred revenue, respectively, was recognized.

#### ***Practical Expedients, Exemptions and Other Matters***

We do not incur significant sales commission expenses; however, those expenses that are incurred are expensed as incurred within general and administrative expense in the consolidated statements of operations.

The Company generally expects the period of time from when it transfers a promised service to a customer and when the customer pays for the service to be one year or less, and thus we do not have a significant financing component within our contracts with customers.

We do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less; (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed; or (iii) contracts for which the variable consideration is allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied promise to transfer a distinct good or service that forms part of a single performance obligation, and the terms of the variable consideration relate specifically to our efforts to transfer the distinct service or to a specific outcome from transferring the distinct service.

#### **4. Cash, Cash Equivalents and Restricted Cash**

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets to the amounts shown in the consolidated statements of cash flows:

	December 31,	
	2019	2018
Cash and cash equivalents	\$ 61,365	\$ 5,678
Restricted cash, current	153	1,482
Cash associated with discontinued operations	155	2,321
Restricted cash, less current portion	—	2,886
Cash, cash equivalents and restricted cash	<u>\$ 61,673</u>	<u>\$ 12,367</u>

Restricted cash primarily relates to amounts held in trusts for reinsurance claims losses under the Company's insurance operation for historical workers' compensation, general and professional liability and auto liability reinsurance programs, as well as amounts restricted for withdrawal under our self-insured medical and benefits plans. Current assets of discontinued operations principally reflects the cash position of WD Services operations in Saudi Arabia, which was not sold as part of the WD Services Sale. Such cash will be used to fund the shut-down costs of this operation as needed. See Note 23, *Discontinued Operations*, for further information on the WD Services sale.

## 5. Equity Investment

### *Matrix*

As of December 31, 2019 and 2018, the Company owned a 43.6% noncontrolling interest in Matrix. Pursuant to a Shareholder's Agreement, affiliates of Frazier Healthcare Partners hold rights necessary to control the fundamental operations of Matrix. The Company accounts for this investment in Matrix under the equity method of accounting and the Company's share of Matrix's income or losses are recorded as "Equity in net loss (gain) of investee" in the accompanying consolidated statements of operations. During the year ended December 31, 2019, Matrix recorded asset impairment charges of \$55,056. As of December 31, 2019, an evaluation under ASC 323, *Investments—Equity Method and Joint Ventures*, was performed to test if the equity method investment was impaired. The Company determined that the carrying value of the investment was not impaired.

The carrying amount of the assets included in the Company's consolidated balance sheets and the maximum loss exposure related to the Company's interest in Matrix as of December 31, 2019 and 2018 totaled \$130,869 and \$161,503, respectively.

Summary financial information for Matrix on a standalone basis is as follows:

	December 31,	
	2019	2018
Current assets	\$ 64,221	\$ 61,565
Long-term assets	631,007	719,450
Current liabilities	31,256	27,619
Long-term liabilities	351,380	373,159

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Revenue	\$ 275,391	\$ 282,067	\$ 227,872
Operating (loss) income	(61,000)	(1,186)	11,870
Net (loss) income	(69,353)	(19,962)	26,665



## 6. Prepaid Expenses and Other

Prepaid expenses and other were comprised of the following:

	December 31,	
	2019	2018
Prepaid income taxes	\$ 2,942	\$ 35,207
Prepaid insurance	1,317	1,308
Prepaid rent	868	828
Other	5,815	6,824
Total prepaid expenses and other	<u>\$ 10,942</u>	<u>\$ 44,167</u>

## 7. Property and Equipment

Property and equipment consisted of the following:

	Estimated Useful Life (years)	December 31,	
		2019	2018
Computer and telecom equipment	3 — 5	\$ 30,313	\$ 29,883
Software	3 — 10	27,339	24,318
Leasehold improvements	Shorter of 7 years or lease term	8,290	8,078
Furniture and fixtures	5 — 10	1,711	1,942
Automobiles	5	3,931	3,666
Construction and development in progress	N/A	3,104	299
		<u>74,688</u>	<u>68,186</u>
Less accumulated depreciation		<u>(51,445)</u>	<u>(45,221)</u>
Total property and equipment, net		<u>\$ 23,243</u>	<u>\$ 22,965</u>

Depreciation expense from continuing operations was \$10,582, \$12,058 and \$10,717 for the years ended December 31, 2019, 2018 and 2017, respectively.

Following the acquisition of Circulation, the Company determined it would not continue the development of the LCAD NextGen technology ("NextGen"). As a result, the Company recorded an asset impairment charge of \$14,175 in the consolidated statement of operations for the year ended December 31, 2018.

## 8. Goodwill and Intangibles

### *Impairment*

The Company did not record any goodwill or intangible asset impairment charges for continuing operations for the years ended December 31, 2019, 2018 and 2017.

### *Goodwill*

There were no changes in goodwill from December 31, 2018 to December 31, 2019. Changes in goodwill were as follows for the period from December 31, 2017 to December 31, 2018:

	<b>NET Services</b>
Balances at December 31, 2017	
Goodwill	\$ 191,215
Accumulated impairment losses	(96,000)
	<u>95,215</u>
Acquisition of Circulation	<u>40,001</u>
Balances at December 31, 2018	
Goodwill	231,216
Accumulated impairment losses	(96,000)
	<u>\$ 135,216</u>

The total amount of goodwill from continuing operations that was deductible for income tax purposes related to acquisitions as of December 31, 2019 and 2018 was \$29 for each year.

### *Intangible Assets*

Intangible assets are comprised of acquired customer relationships, trademarks and trade names, and developed technology. Intangible assets consisted of the following:

	<b>Estimated Useful Life (Yrs)</b>	<b>December 31,</b>			
		<b>2019</b>		<b>2018</b>	
		<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>
Customer relationships	3 - 15	\$ 45,200	\$ (35,980)	\$ 45,200	\$ (32,632)
Developed technology	5	14,100	(3,525)	14,100	(705)
Trademarks and trade names	3	200	(83)	200	(17)
Total		<u>\$ 59,500</u>	<u>\$ (39,588)</u>	<u>\$ 59,500</u>	<u>\$ (33,354)</u>

The weighted-average amortization period at December 31, 2019 for intangibles was 12.3 years. No significant residual value is estimated for these intangible assets. Amortization expense from continuing operations was \$6,234, \$3,755 and \$2,901 for the years ended December 31, 2019, 2018 and 2017, respectively.

The total amortization expense is estimated to be as follows for the next five years as of December 31, 2019:

<b>Year</b>	<b>Amount</b>
2020	\$ 6,234
2021	6,101
2022	5,461
2023	2,116
2024	—
<b>Total</b>	<b>\$ 19,912</b>

## 9. Accrued Expenses

Accrued expenses consisted of the following:

	<b>December 31,</b>	
	<b>2019</b>	<b>2018</b>
Accrued compensation and related liabilities	\$ 8,941	\$ 11,050
Accrued contract payments	15,706	9,756
Accrued cash settled stock-based compensation	3,282	3,719
Other	10,804	14,666
<b>Total accrued expenses</b>	<b>\$ 38,733</b>	<b>\$ 39,191</b>

## 10. Restructuring and Related Reorganization Costs

### *Corporate and Other*

On April 11, 2018, the Company announced the Organizational Consolidation to transfer all job responsibilities previously performed by employees of the holding company to LogistiCare and to close the corporate offices in Stamford, Connecticut and Tucson, Arizona. The Company adopted an employee retention plan designed to retain the holding company level employees during the transition. The employee retention plan became effective on April 9, 2018 and provided for certain payments and benefits to those employees if they remained employed with the Company through a retention date established for each individual, subject to a fully executed retention letter. The Organizational Consolidation was completed during the second quarter of 2019.

A total of \$4,263 in restructuring and related costs was incurred during the year ended December 31, 2019, related to the Organizational Consolidation. These costs include \$2,418 of retention and personnel costs, \$304 of stock-based compensation expense, \$237 of depreciation and \$1,304 of other costs, primarily related to recruiting and legal costs. These costs are recorded as “General and administrative expense” and “Depreciation and amortization” in the accompanying consolidated statements of operations.

A total of \$13,060 in restructuring and related costs was incurred on a cumulative basis through December 31, 2019 related to the Organizational Consolidation. These costs include \$7,516 of retention and personnel costs, \$2,035 of stock-based compensation expense, \$673 of depreciation and \$2,836 of other costs, primarily related to recruiting and legal costs.

*Summary of Liability for Corporate and Other Restructuring and Related Charges*

	January 1, 2019	Costs Incurred	Cash Payments	December 31, 2019
Retention and personnel liability	\$ 1,956	\$ 2,418	\$ (4,374)	\$ —
Other liability	398	1,308	(1,706)	—
Total	<u>\$ 2,354</u>	<u>\$ 3,726</u>	<u>\$ (6,080)</u>	<u>\$ —</u>

	January 1, 2018	Costs Incurred	Cash Payments	December 31, 2018
Retention and personnel liability	\$ —	\$ 5,098	\$ (3,142)	\$ 1,956
Other liability	—	1,532	(1,134)	398
Total	<u>\$ —</u>	<u>\$ 6,630</u>	<u>\$ (4,276)</u>	<u>\$ 2,354</u>

There was no restructuring liability as of December 31, 2019. The total restructuring liability at December 31, 2018 includes \$2,124 classified as “Accrued expenses” and \$230 classified as “Accounts payable” in the consolidated balance sheet.

## 11. Debt

At December 31, 2019, the Company's total finance lease obligations was \$353. As of December 31, 2018, the Company had total capital lease obligations of \$1,071. The Company has financial leases for information technology hardware and software with termination dates ranging from January 2019 through October 2020. The terms of the leases are between 12 and 36 months, with interest recorded at an incremental borrowing rate of 3.28%. At December 31, 2018, \$1,894 represented the hardware and software under capital leases and \$673 represented the related accumulated depreciation. Due to the adoption of ASC 842 on January 1, 2019, the Company recognizes capital lease and obligations as finance lease assets and liabilities. For more information on the adoption of ASC 842 and accounting for capital leases and obligations, see Note 17, *Leases and Service Commitments*.

The Company is a party to the amended and restated credit and guaranty agreement, dated as of August 2, 2013 (as amended, the “Credit Agreement”), with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, and the other lenders party thereto. The Credit Agreement provides the Company with a \$200,000 revolving credit facility (the “Credit Facility”), including a sub-facility of \$25,000 for letters of credit. The Credit Facility currently expires on August 2, 2020.

As of December 31, 2019, the Company had no borrowings; however, had letters of credit outstanding in the amount of \$13,523 under the Credit Facility. As a result, as of December 31, 2019, the Company's available credit under the Credit Facility was \$186,477. Under the Credit Agreement, the Company has an option to request an increase in the amount of the revolving credit facility from time to time (on substantially the same terms as apply to the existing facilities) in an aggregate amount of up to \$75,000 with either additional commitments from lenders under the Credit Agreement at such time or new commitments from financial institutions acceptable to the administrative agent in its reasonable discretion, so long as no default or event of default exists at the time of any such increase. The Company may not be able to access additional funds under this increase option as no lender is obligated to participate in any such increase under the Credit Facility.

Interest on the outstanding principal amount of loans accrues, at the Company's election, at a per annum rate equal to London Interbank Offered Rate (“LIBOR”), plus an applicable margin, or the base rate as defined in the agreement plus an applicable margin. The applicable margin ranges from 2.25% to 3.25% in the case of LIBOR loans and 1.25% to 2.25% in the case of the base rate loans, in each case, based on the Company's consolidated leverage ratio as defined in the Credit Agreement. Interest on the loans is payable quarterly in arrears. In addition, the Company is obligated to pay a quarterly commitment fee based on a percentage of the unused portion of each lender's commitment under the Credit Facility and quarterly letter of credit fees based on a percentage of the maximum amount available to be drawn under each outstanding letter of credit. The commitment fee and letter of credit fee range from 0.25% to 0.50% and 2.25% to 3.25%, respectively, in each case, based on the Company's consolidated leverage ratio.

The Company's obligations under the Credit Facility are guaranteed by all of the Company's present and future domestic subsidiaries, excluding certain domestic subsidiaries which include the Company's insurance captive and the Company's investment in Matrix. The Company's obligations under, and each guarantor's obligations under its guaranty of, the Credit Facility are secured by first priority lien on substantially all of the Company's respective assets, including a pledge of 100% of the issued and outstanding stock of the Company's domestic subsidiaries, excluding the Company's insurance captive.

The Credit Agreement contains customary affirmative and negative covenants and events of default. The negative covenants include restrictions on the Company's ability to, among other things, incur additional indebtedness, create liens, make investments, give guarantees, pay dividends, sell assets, and merge and consolidate. The Company is subject to financial covenants, including consolidated net leverage and consolidated interest coverage covenants.

## **12. Convertible Preferred Stock, Net**

The Company completed a rights offering on February 5, 2015 (the "Rights Offering") providing all of the Company's existing common stockholders the non-transferrable right to purchase their pro rata share of \$65,500 of convertible preferred stock at a price equal to \$100.00 per share ("Preferred Stock"). The Preferred Stock is convertible into shares of Providence's common stock, \$0.001 par value per share ("Common Stock") at a conversion price equal to \$39.88 per share, which was the closing price of the Company's Common Stock on NASDAQ on October 22, 2014.

Stockholders exercised subscription rights to purchase 130,884 shares of the Company's Preferred Stock. Pursuant to the terms and conditions of the Standby Purchase Agreement (the "Standby Purchase Agreement") between Coliseum Capital Partners, L.P., Coliseum Capital Partners II, L.P., Blackwell Partners, LLC - Series A and Coliseum Capital Co-Invest, L.P. (collectively, the "Coliseum Stockholders") and the Company, the remaining 524,116 shares of the Company's Preferred Stock were purchased by the Coliseum Stockholders at the \$100.00 per share subscription price. The Company received \$65,500 in aggregate gross proceeds from the consummation of the Rights Offering and Standby Purchase Agreement. Additionally, on March 12, 2015, the Coliseum Stockholders exercised their right to purchase an additional 150,000 shares of the Company's Preferred Stock, at a purchase price of \$105.00 per share or a total purchase price of \$15,750, of the same series and having the same conversion price as the Preferred Stock sold in the Rights Offering.

The Company may pay a noncumulative cash dividend on each share of Preferred Stock, if and when declared by a committee of its Board of Directors ("Board"), at the rate of five and one-half percent (5.5%) per annum on the liquidation preference then in effect. On or before the third business day immediately preceding each fiscal quarter, the Company must determine its intention whether or not to pay a cash dividend with respect to that ensuing quarter and will give notice of its intention to each holder of Preferred Stock as soon as practicable thereafter.

In the event the Company does not declare and pay a cash dividend, the Company will declare a payment-in-kind ("PIK") dividend by increasing the liquidation preference of the convertible Preferred Stock to an amount equal to the liquidation preference in effect at the start of the applicable dividend period, plus an amount equal to the liquidation preference then in effect multiplied by eight and one-half percent (8.5%) per annum, computed on the basis of a 365-day year and the actual number of days elapsed from the start of the applicable dividend period to the applicable date of determination.

All holders of the Company's Preferred Stock are able to convert their Preferred Stock into shares of Common Stock at a rate of approximately 2.51 shares of Common Stock for each share of Preferred Stock. As of December 31, 2019, a total of 6,212 shares of Preferred Stock were converted into 15,568 shares of Common Stock.

Cash dividends are payable quarterly in arrears on January 1, April 1, July 1 and October 1 of each year, and commenced on April 1, 2015, and, if declared, begin to accrue on the first day of the applicable dividend period. PIK dividends, if applicable, accrue cumulatively on the same schedule as set forth above for cash dividends and are also compounded at the applicable annual rate on each applicable subsequent dividend date. Cash dividends on redeemable convertible preferred stock totaling \$4,403, or \$5.50 per share, \$4,413, or \$5.50 per share, and \$4,418, or \$5.50 per share, were distributed to convertible preferred stockholders for the years ended December 31, 2019, 2018 and 2017, respectively.

At the written election by holders of a majority in voting power of the outstanding shares of Preferred Stock, taken together and voting as a separate class but not as a separate series, upon the occurrence of a change of control that would, subject to certain exceptions, result in any person (other than the Coliseum Stockholders or any of their respective affiliates or a person acting as a group with Coliseum Stockholders or any of their respective affiliates) beneficially owning, directly or indirectly shares of the Company's capital stock entitling such person to exercise 50% or more of the total voting power of all classes of voting stock of the Company (but



solely in connection with a transaction that is a third-party tender offer that is publicly disclosed and approved (or recommended to the stockholders of the Company), all outstanding shares of Preferred

Stock automatically will be converted into a number of shares of Common Stock equal to the product obtained by multiplying the conversion rate then in effect by the number of shares of convertible preferred stock being converted, plus cash in lieu of fractional shares. Prior to the conversion of shares of convertible preferred stock in the event of a change of control as described in the preceding sentence, the Board will declare and the Company will pay a special cash dividend on each share of Preferred Stock in the amount of the liquidation preference per share then in effect.

The Preferred Stock is accounted for outside of stockholders' equity as it may be redeemed upon certain change in control events that are not solely in the control of the Company. Dividends are recorded in stockholders' equity and consist of the 5.5%/8.5% dividend. Certain other provisions apply in certain change in control events.

The following table summarizes the Preferred Stock activity for the years ended December 31, 2019 and 2018:

	<b>Dollar Value</b>	<b>Share Count</b>
Balance at December 31, 2017	\$ 77,546	803,200
Conversion to common stock	(161)	(1,594)
Allocation of issuance costs	7	—
Balance at December 31, 2018	\$ 77,392	801,606
Conversion to common stock	(284)	(2,818)
Allocation of issuance costs	12	—
Balance at December 31, 2019	\$ 77,120	798,788

As of December 31, 2019 and 2018, the outstanding shares of Preferred Stock were convertible into 2,002,979 and 2,010,045 shares of Common Stock, respectively.

### 13. Stockholders' Equity

At December 31, 2019 and 2018 there were 18,073,763 and 17,784,769 shares of the Company's Common Stock issued, respectively, including 5,088,782 and 4,970,093 treasury shares at December 31, 2019 and 2018, respectively.

Subject to the rights specifically granted to holders of any then outstanding shares of the Company's Preferred Stock, the Company's common stockholders are entitled to vote together as a class on all matters submitted to a vote of the Company's common stockholders, and are entitled to any dividends that may be declared by the Board. The Company's common stockholders do not have cumulative voting rights. Upon the Company's dissolution, liquidation or winding up, holders of the Company's Common Stock are entitled to share ratably in the Company's net assets after payment or provision for all liabilities and any preferential liquidation rights of the Company's Preferred Stock then outstanding. The Company's common stockholders do not have preemptive rights to purchase shares of the Company's stock. The issued and outstanding shares of the Company's Common Stock are not subject to any redemption provisions and are not convertible into any other shares of the Company's capital stock. The rights, preferences and privileges of holders of the Company's Common Stock will be subject to those of the holders of any shares of the Company's Preferred Stock the Company may issue in the future.

The following table reflects the total number of shares of the Company's Common Stock reserved for future issuance as of December 31, 2019:

Shares of common stock reserved for:	
Exercise of stock options and restricted stock awards	729,601
Conversion of preferred stock to common stock	2,002,979
Total shares of common stock reserved for future issuance	2,732,580

### *Issuer Purchases of Equity Securities*

On August 6, 2019, the Board authorized a new stock repurchase program under which the Company may repurchase up to \$100,000 in aggregate value of the Company's Common Stock, subject to the consent of the holders of a majority of the Company's

Series A convertible preferred stock, through December 31, 2019, at which time it expired. A total of 105,421 shares were repurchased under this program at approximately \$5,988 during the year ended December 31, 2019.

### ***Equity Award Withholding***

During the years ended December 31, 2019, 2018 and 2017, the Company withheld 13,268, 5,242 and 19,556 shares, respectively, from employees to cover the settlement of income tax and related benefit withholding obligations arising from vesting of restricted stock awards and units. In addition, during the year ended December 31, 2018, the Company withheld 12,676 shares from employees to cover the settlement of income tax and related benefit withholding obligations and the exercise price upon the exercise of stock options. No shares were withheld during year ended December 31, 2019 for the exercise of stock options.

### **14. Stock-Based Compensation and Similar Arrangements**

The Company provides stock-based compensation to employees, non-employee directors, consultants and advisors under the Company's 2006 Long-Term Incentive Plan ("2006 Plan"). The 2006 Plan allows the flexibility to grant or award stock options, stock appreciation rights, restricted stock, unrestricted stock, stock units including restricted stock units and performance awards to eligible persons.

The following table summarizes the activity under the 2006 Plan as of December 31, 2019:

	Number of shares of the Company's Common Stock authorized for issuance	Number of shares of the Company's Common Stock remaining for future grants	Number of shares of the Company's Common Stock subject to	
			Stock Options	Stock Grants
2006 Plan	5,400,000	1,306,243	639,412	90,189

The following table reflects the amount of stock-based compensation for continuing operations, for share settled awards, recorded in each financial statement line item for the years ended December 31, 2019, 2018 and 2017:

	Year Ended December 31,		
	2019	2018	2017
Service expense	\$ 572	\$ 200	\$ —
General and administrative expense	4,842	\$ 8,787	\$ 7,486
Equity in net loss (gain) of investees	—	137	76
(Loss) income from discontinued operations, net of tax	—	6	57
Total stock-based compensation	<u>\$ 5,414</u>	<u>\$ 9,130</u>	<u>\$ 7,619</u>

Stock-based compensation included in General and administrative expense is related to the NET Services segment, except a select group of employees that are included within Service expense. The amount included in equity in net loss (gain) of investee is related to the Matrix Investment segment, as a member of Matrix management held Providence equity awards.

The amounts above exclude tax benefits of \$1,402, \$1,888 and \$2,885 for the years ended December 31, 2019, 2018 and 2017, respectively.

### ***Stock Options***

The fair value of each stock option awarded to employees is estimated on the date of grant using the Black-Scholes or Monte Carlo option-pricing formula based on the following assumptions for the years ended December 31, 2019, 2018, and 2017:

	Year Ended December 31,								
	2019			2018			2017		
Expected dividend yield	0.0%			0.0%			0.0%		
Expected stock price volatility	27.5%	—	33.0%	26.5%	—	39.8%	19.5%	—	43.0%
Risk-free interest rate	1.6%	—	2.5%	2.3%	—	2.9%	1.0%	—	2.2%
Expected life of options (years)	1.8	—	5.3	1.3	—	6.5	0.3	—	6.5

The risk-free interest rate was based on the U.S. Treasury security rate in effect as of the date of grant which corresponds to the expected life of the award. The expected stock price volatility was based on the Company's historical data. The expected lives of options were based on the Company's historical data, a simplified method for plain vanilla options, or a lattice model for more exotic options. The simplified method was used for plain vanilla options for which the Company did not have sufficient historical data to use in determining the expected life.

On December 2, 2019, the Board of the Company announced that on November 29, 2019, the Board appointed Daniel E. Greenleaf, as President and Chief Executive Officer of the Company and its subsidiary, effective December 11, 2019 ("Commencement Date"). In connection with his appointment, Mr. Greenleaf entered into an employment agreement ("Employment Agreement") with the Company that included equity awards effective as of the Commencement Date. The agreement provided for an award of stock options to acquire 67,090 shares of Company common stock at a price of \$59.25, which was the closing price of the Company's common stock on the grant date. Further, Mr. Greenleaf was granted additional awards of stock options to acquire 40,432 shares of Company common stock ("Premium Priced Options"), with the exercise price of each Premium Priced Option equal to one hundred fifteen percent (115%) of the closing price on the grant date, or an exercise price of \$68.14. The options will vest ratably in equal installments on each of the first, second, third and fourth anniversaries of the Commencement Date.

On November 29, 2019, R. Carter Pate tendered his resignation as Interim Chief Executive Officer of the Company effective December 11, 2019. Following resignation, Mr. Pate continued to serve the Company as a Special Advisor to the President and Chief Executive Officer until the end of his contract term, December 31, 2019. As of December 31, 2019, Mr. Pate has 258,563 vestr options at an average exercise price of \$71.67, which will remain exercisable until April 8, 2021.

On September 20, 2019, the Company granted 88,264 stock options to executive management and key employees of the Company at an exercise price of \$58.84, which was the closing price of the Company's common stock on the grant date. The options will vest over 3.5 years with (i) 33.3% of the options vesting on March 15, 2021, (ii) 33.3% of the options vesting on March 15, 2022, and (iii) 33.4% of the options vesting on March 15, 2023. For certain employees, the options are subject to vesting over the period designated in the respective employee's agreements. The options have an expiration date of September 20, 2024.

During the year ended December 31, 2019, the Company issued 219,054 shares of its Common Stock in connection with the exercise of employee stock options under the Company's 2006 Plan.

The following table summarizes the stock option activity for the year ended December 31, 2019:



## Year ended December 31, 2019

	Number of Shares Under Option	Weighted- average Exercise Price	Weighted- average Remaining Contractual Term	Aggregate Intrinsic Value
Balance at beginning of period, January 1	908,588	\$ 61.44		
Granted	203,586	61.25		
Exercised	(219,054)	51.24		
Forfeited/Canceled	(247,708)	63.35		
Expired	(6,000)	11.72		
Outstanding at end of period, December 31	639,412	\$ 64.72	2.79	\$ 1,151
Vested or expected to vest at end of period, December 31	639,412	\$ 64.72	2.79	\$ 1,151
Exercisable at end of period, December 31	321,694	\$ 67.39	1.33	\$ 758

The weighted-average grant date fair value for options granted, total intrinsic value and cash received by the Company related to options exercised during the years ended December 31, 2019, 2018 and 2017 were as follows:

	Year ended December 31,		
	2019	2018	2017
Weighted-average grant date fair value per share	\$ 16.30	\$ 15.08	\$ 9.05
Options exercised:			
Total intrinsic value	\$ 3,204	\$ 6,805	\$ 2,010
Cash received	\$ 11,142	\$ 12,413	\$ 1,921

### ***Restricted Stock Awards***

In connection with Daniel Greenleaf's Employment Agreement and in addition to the stock options discussed above, Mr. Greenleaf was provided restricted stock awards ("RSAs") covering 20,104 shares of Company common stock at a price of \$59.25, which was the closing price of the Company's Common Stock on the grant date. The restricted shares will vest ratably in equal installments on each of the first, second, third and fourth anniversaries of the Commencement Date.

On September 20, 2019, the Company granted 46,865 RSAs to executive management and key employees of the Company at a price of \$58.84, which was the closing price of the Company's common stock on the grant date. The RSAs will vest over 3.5 years with (i) 33.3% of the options vesting on March 15, 2021, (ii) 33.3% of the options vesting on March 15, 2022, and (iii) 33.4% of the options vesting on March 15, 2023. For certain employees, the RSAs are subject to vesting over the period designated in the respective employee's agreements.

On February 1, 2019, the Company granted R. Carter Pate 23,317 shares of restricted stock representing a value of \$1,500 based on the closing price per share of the Company's stock on the grant date which vested on December 31, 2019.

During the year ended December 31, 2019, the Company issued 57,838 shares of its Common Stock to non-employee directors, executive officers and key employees upon the vesting of certain RSAs granted in 2018, 2017 and 2016 under the Company's 2006 Plan.

The following table summarizes the activity of the shares and weighted-average grant date fair value of the Company's unvested restricted Common Stock during the year ended December 31, 2019:

	Shares	Weighted-average grant date fair value
Non-vested at beginning of period, January 1	47,328	\$ 52.56
Granted	102,113	\$ 61.49
Vested	(57,838)	\$ 57.00
Forfeited or cancelled	(1,414)	\$ 52.00
Non-vested at end of period, December 31	90,189	\$ 59.84

As of December 31, 2019, there was \$8,633 of unrecognized compensation cost related to unvested share settled stock options and RSAs granted under the 2006 Plan. The cost is expected to be recognized over a weighted-average period of 1.76 years. The total fair value of stock options and RSAs vested was \$6,913, \$4,428 and \$3,550 for the years ended December 31, 2019, 2018 and 2017, respectively.

### ***Cash Settled Awards***

During the years ended December 31, 2019, 2018 and 2017, respectively, the Company issued 1,857, 2,017 and 3,097 stock equivalent units ("SEUs"), which settle in cash upon vesting, to Coliseum Capital Partners, L.P., in lieu of a grant to Christopher

Shackelton, Chairman of the Board, for his service on the Board, which vest one-third upon each anniversary of the vesting date. The fair value of the SEUs is based on the closing stock price on the last day of the period and the completed

requisite service period. The Company recorded a benefit of \$24 for SEUs during the year ended December 31, 2019 and \$209 and \$235 of expense for SEUs during the years ended December 31, 2018 and 2017, respectively.

During the year ended December 31, 2014, the Company issued 200,000 stock option equivalent units (“SOEUs”), with an exercise price of \$43.81 per share, which settle in cash, to Coliseum Capital Partners, L.P in lieu of a grant to Christopher Shackelton, for other services rendered. All 200,000 SOEUs were outstanding and exercisable at December 31, 2019. No additional SOEUs were granted during the years ended December 31, 2019, 2018 and 2017. The Company recorded a benefit of \$413 and \$191 for SOEUs during the years ended December 31, 2019 and 2018, respectively, and an expense of \$2,146 during the year ended December 31, 2017. The benefits and expense are included in “General and administrative expense” in the consolidated statements of operations. The fair value of the SOEUs was estimated as of December 31, 2019, 2018 and 2017 using the intrinsic value and the Black-Scholes option-pricing formula and amortized over the option’s graded vesting periods with the following assumptions:

	Year ended December 31,					
	2019	2018		2017		
Expected dividend yield	0.0%	0.0%		0.0%		
Expected stock price volatility	30.8%	27.8%	—	30.6%	23.4%	32.1%
Risk-free interest rate	1.6%	2.5%	—	2.6%	1.8%	2.0%
Expected life of options (in years)	0.8	0.8	—	1.8	0.8	2.8

As of December 31, 2019 and 2018, the Company had a short-term liability of \$3,282 and \$3,719, respectively, in “Accrued expenses” in the consolidated balance sheets related to unexercised vested and unvested cash settled share-based payment awards. The cash settled share-based compensation expense in total excluded a tax benefit of \$908 for the year ended December 31, 2017 and a tax benefit of \$113 for year ended December 31, 2019. The cash settled share-based compensation expense in total excluded a tax expense of \$4 for the year ended December 31, 2018. The unrecognized compensation cost for SEUs is expected to be recognized over a weighted average period of 0.8 years; however, the total expense for both SEUs and SOEUs will continue to be adjusted until the awards are settled.

#### ***Holdco Long-Term Incentive Plan***

On August 6, 2015 (the “Award Date”), the Compensation Committee of the Board adopted the 2015 Holding Company LTI Program (“HoldCo LTIP”) under the 2006 Plan. Under the program, executives would receive shares of Common Stock based on the shareholder value created in excess of an 8.0% compounded annual return between the Award Date and December 31, 2017 (the “Extraordinary Shareholder Value”). The Award Date value was calculated on the basis of the Providence stock price equal to the volume weighted average of the common share price over the 90-day trading period ending on the Award Date. The Extraordinary Shareholder Value was calculated on the basis of the Company’s stock price equal to the volume weighted average of the Common Stock price over the 90-day trading period ending on December 31, 2017. A pool for use in the allocation of awards was created equal to 8.0% of the Extraordinary Shareholder Value.

It was determined that no shares would be distributed under the Holdco LTIP as the calculation of the pool amount was zero. \$4,738 of expense is included in “General and administrative expense” in the consolidated statements of operations for the year ended December 31, 2017. These awards were classified as equity and the fair value of the awards was calculated using a Monte-Carlo simulation valuation model. For employees that joined the Company in 2016, the fair value of the awards granted in 2016 were estimated using the following assumptions:

	Year ended December 31, 2016		
	0.24%	—	2.71%
Forward interest rate	0.24%	—	2.71%
Expected Volatility	40.0%		
Dividend Yield	—%		
Fair Value of Total Pool	\$12,870		

#### **15. Long-Term Incentive Plans**

The Company established Long-Term Incentive Plans ("LTIPs") for the Company's operating segments during the fourth quarter of 2015. The awards pay in cash, however up to 50% of the award may be paid in unrestricted stock if the



recipient elects this option when the LTIP offer letter is received. In addition, at the discretion of the Company, the recipients may be able to elect unrestricted stock in lieu of cash compensation at a later date. The LTIPs reward participants based on certain measures of free cash flow and EBITDA results adjusted as specified in the plan document. The awards vest in three installments: 60% of the award will pay out immediately following December 31, 2017, 25% one year following the performance period (i.e. December 31, 2018) and 15% two years following the performance period (i.e. December 31, 2019). Payout is subject to the participant remaining employed by the Company.

During 2017, the Company revised the structure of the NET Services long-term incentive plan. As a result, the Company finalized the amount payable under the plan at \$2,956. The total value will be paid to the awarded participants per the terms of the original agreement and thus the remaining unamortized expense relating to this plan continues to be recognized over the remaining service period. For the years ended December 31, 2019, 2018, and 2017, an expense of \$23, \$253 and \$816, respectively, is included in "General and administrative expense" in the consolidated statements of operations related to this plan. At December 31, 2019 and 2018, the liability for long-term incentive plans of the Company's operating segments of \$245 and \$630, respectively, is reflected in "Accrued expenses" and "Other long-term liabilities" in the consolidated balance sheets.

The Board approved the LogistiCare 2017 Senior Executive LTI Plan (the "LogistiCare LTIP") for executive management and key employees of NET Services during the three months ending March 31, 2018. The LogistiCare LTIP pays in cash, however up to 50% of the award may be paid in unrestricted stock if the recipient elects this option prior to the award payment date. The LogistiCare LTIP rewards participants based on certain measures of free cash flow and EBITDA results adjusted as specified in the plan document. The awards have a performance period of January 1, 2017 through December 31, 2019, with a payout date within two and a half months of the performance period end date. Payout is subject to the participant remaining employed by the Company on the payment date. The maximum amount that can be earned through the LogistiCare LTIP is \$7,000. No expense has been incurred for this plan during the year ended December 31, 2019 and no amounts have been accrued, as the defined measures were not met.

In connection with the acquisition of Circulation, the Company established a management incentive plan ("MIP"). During the three months ended March 31, 2019, the MIP was amended to remove the previously included performance requirements and to provide for a total fixed payment of \$12,000 to the group of MIP participants. During the year ended December 31, 2019, the MIP was further amended to a total fixed payment of \$2,720. The payout date is within 30 days following the finalization of the Company audited financial statements for the fiscal year ending December 31, 2021 and the payout is subject to the participant remaining employed by the Company through December 31, 2021, except for certain termination scenarios. As of December 31, 2019 and December 31, 2018, the Company has accrued \$1,108 and \$1,441, respectively, related to the MIP and reflected in "Other long-term liabilities" in the condensed consolidated balance sheets.

## 16. (Loss) Earnings Per Share

The following table details the computation of basic and diluted (loss) earnings per share:

	Year ended December 31,		
	2019	2018	2017
Numerator:			
Net income (loss) attributable to Providence	\$ 966	\$ (18,981)	\$ 53,369
Less dividends on convertible preferred stock	(4,403)	(4,413)	(4,418)
Less income allocated to participating securities	—	(1,863)	(6,315)
Net (loss) income available to common stockholders	<u>\$ (3,437)</u>	<u>\$ (25,257)</u>	<u>\$ 42,636</u>
Continuing operations	\$ (9,356)	\$ 11,953	\$ 40,647
Discontinued operations	5,919	(37,210)	1,989
Net (loss) income available to common stockholders	<u>\$ (3,437)</u>	<u>\$ (25,257)</u>	<u>\$ 42,636</u>
Denominator:			
Denominator for basic earnings per share -- weighted-average shares	12,958,713	12,960,837	13,602,140
Effect of dilutive securities:			
Common stock options	—	72,410	66,314
Performance-based restricted stock units	—	—	4,860
Denominator for diluted earnings per share -- adjusted weighted-average shares assumed conversion	<u>12,958,713</u>	<u>13,033,247</u>	<u>13,673,314</u>
Basic (loss) earnings per share:			
Continuing operations	\$ (0.72)	\$ 0.92	\$ 2.99
Discontinued operations	0.46	(2.87)	0.15
Basic (loss) earnings per share	<u>\$ (0.26)</u>	<u>\$ (1.95)</u>	<u>\$ 3.14</u>
Diluted (loss) earnings per share:			
Continuing operations	\$ (0.72)	\$ 0.92	\$ 2.97
Discontinued operations	0.46	(2.86)	0.15
Diluted (loss) earnings per share	<u>\$ (0.26)</u>	<u>\$ (1.94)</u>	<u>\$ 3.12</u>

Income allocated to participating securities is calculated by allocating a portion of net income attributable to Providence, less dividends on convertible stock, to the convertible preferred stockholders on a pro-rata as converted basis; however, the convertible preferred stockholders are not allocated losses.

The following weighted-average shares were not included in the computation of diluted earnings per share as the effect of their inclusion would have been anti-dilutive:

	Year ended December 31,		
	2019	2018	2017
Stock options to purchase common stock	583,469	560,547	362,392
Convertible preferred stock	800,460	802,489	803,323

## 17. Leases and Service Commitments

*ubsequent to adoption of ASC 842:*

Effective January 1, 2019, the Company adopted ASC 842 and recognized lease obligations and associated ROU assets for its existing non-cancelable operating leases. The Company has non-cancelable operating leases primarily associated with office space, related office equipment and other facilities.

The leases expire in various years and generally provide for renewal options. In the normal course of business, management expects that these leases will be renewed or replaced by leases on other properties.

Certain operating leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases. Several of these lease agreements contain provisions for periods in which rent payments are reduced. The total amount of rental payments due over the lease term is recorded as rent expense on a straight-line basis over the term of the lease.

To determine whether a contract contained a lease, the Company evaluated its contracts and verified that there was an identified asset and that the Company, or the tenant, had the right to obtain substantially all the economic benefits from the use of the asset throughout the contract term. If a contract was determined to contain a lease and the Company was a lessee, the lease was evaluated to determine whether it was an operating or financing lease.

The discount rate used for each lease was determined by estimating an appropriate incremental borrowing rate. In estimating an incremental borrowing rate, the Company considered the debt information, credit rating, and interest rate on the revolving credit facility, which is collateralized by the Company's assets. Accordingly, the Company continued discounting its remaining operating lease payments for calculating its lease liability using a rate of 5.25%. The Company applied this rate to its entire portfolio of leases on the basis that any adjustments to the rate for lease term or asset classification would not affect the interest rate charged under the debt or have a material effect on the discounted lease liability.

A summary of all lease classifications in our condensed consolidated balance sheet is as follows:

Leases	Classification	December 31, 2019
<b>Assets</b>		
Operating lease assets	Operating lease ROU assets	\$ 20,095
Finance lease assets	Property and equipment, net <sup>(1)</sup>	555
Total leased assets		<u>\$ 20,650</u>
<b>Liabilities</b>		
Current:		
Operating	Current portion of operating lease liabilities	\$ 6,730
Finance	Current portion of long-term obligations	308
Long-term:		
Operating	Operating lease liabilities, less current portion	14,502
Finance	Long-term obligations, less current portion	45
Total lease liabilities		<u>\$ 21,585</u>

<sup>(1)</sup> Finance leased assets have an accumulated amortization of \$385.

As of December 31, 2019, maturities of lease liabilities are as follows:

	Operating Leases	Finance Leases	Total
2020	\$ 7,586	308	\$ 7,894
2021	5,845	45	5,890
2022	4,869	—	4,869
2023	2,890	—	2,890
2024	1,330	—	1,330
Thereafter	830	—	830
Total lease payments	\$ 23,350	\$ 353	\$ 23,703
Less: interest and accretion	(2,118)	—	(2,118)
Present value of minimum lease payments	\$ 21,232	\$ 353	\$ 21,585
Less: current portion	(6,730)	(308)	(7,038)
Long-term portion	\$ 14,502	\$ 45	\$ 14,547

As of December 31, 2018, maturities of lease liabilities were as follows:

	Operating Leases	Finance Leases	Total
2019	\$ 8,825	\$ 718	\$ 9,543
2020	6,452	308	6,760
2021	4,594	45	4,639
2022	3,801	—	3,801
2023	1,767	—	1,767
Thereafter	1,600	—	1,600
Total lease payments	\$ 27,039	\$ 1,071	\$ 28,110

Lease terms and discount rates are as follows:

	December 31, 2019
Weighted-average remaining lease term (years):	
Operating lease costs	3.68
Finance lease cost	1.34
Weighted-average discount rate:	
Operating lease costs	5.25 %
Finance lease cost	3.28 %

For the year ended December 31, 2019, our operating lease cost was \$10,560 and is primarily included in "Service expense" on our accompanying consolidated statements of operations. A summary of other lease information is as follows:

	Year Ended December 31, 2019
Financing cash flows from finance leases	\$ (718)
Operating cash flows from operating leases	(10,919)
Amortization of operating leased ROU assets to the operating lease liability	10,133
ROU assets obtained through operating lease liabilities	6,787

*Prior to adoption of ASC 842:*

In 2018, the Company had non-cancelable contractual obligations in the form of operating leases for office space, related office equipment and other facilities. The leases expired in various years and generally provided for renewal options. In the normal

course of business, it was expected that these leases would be renewed or replaced by leases on other properties.



Certain operating leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases. Several of these lease agreements contained provisions for periods in which rent payments were reduced. The total amount of rental payments due over the lease term was being charged to rent expense on a straight-line basis over the term of the lease. The cumulative difference between rent expense recorded and the amount paid, for continuing operations, as of December 31, 2018 and 2017 was \$2,115 and \$2,209, respectively, and was included in "Accrued expenses" for the short-term obligations and "Other long-term liabilities" for the long-term obligations in the consolidated balance sheets.

Prior to the adoption of ASC 842, future minimum payments under non-cancelable operating leases for equipment and property with initial terms of one year or more consisted of the following at December 31, 2018:

	<b>Operating Leases</b>
2019	\$ 8,825
2020	6,452
2021	4,594
2022	3,801
2023	1,767
Thereafter	1,600
Total future minimum lease payments	<u>\$ 27,039</u>

Rent expense for continuing operations related to operating leases was \$10,960 and \$10,250 for the years ended December 31, 2018 and 2017, respectively. Also, the lease agreements generally required the Company to pay executory costs such as real estate taxes, insurance, and repairs, which were recorded to expense as incurred.

### ***Service Commitments***

The Company entered into a contract related to transportation services that includes a minimum volume requirement. If the Company does not utilize the minimum level of services specified in the agreement, a penalty provision applies. Future minimum payments under the service commitments consisted of the following at December 31, 2019:

	<b>Service Commitment</b>
2020	4,782
2021 - 2022	3,539
Total future minimum payments	<u>\$ 8,321</u>

## **18. Retirement Plan**

The Company maintains a qualified defined contribution plan under Section 401(k) of the Internal Revenue Code of 1986, as amended, for all employees of its NET Services' operating segment and corporate personnel. The Company, at its discretion, may make a matching contribution to the plan. Any matching contributions vest over 5 years. Unvested matching contributions are forfeitable upon employee termination. Employee contributions are fully vested and non-forfeitable. The Company's contributions to the plan for continuing operations were \$342, \$340 and \$304, for the years ended December 31, 2019, 2018 and 2017, respectively.

The Company also maintains a Deferred Compensation Rabbi Trust Plan for highly compensated employees. This plan was put in place to compensate for the inability of highly compensated employees to take full advantage of the Company's 401(k) plan. Additional information is included in Note 20, *Commitments and Contingencies*.

## **19. Income Taxes**

The federal and state tax provision is summarized as follows:

	Year Ended December 31,		
	2019	2018	2017
Federal income tax (benefit) expense:			
Current	\$ (371)	\$ 3,462	\$ 19,011
Deferred	(1,166)	(1,157)	(19,762)
Total federal income tax (benefit) expense	(1,537)	2,305	(751)
State income tax expense (benefit):			
Current	2,562	2,113	4,048
Deferred	(1,598)	266	706
Total state income tax expense	964	2,379	4,754
Total (benefit) provision for income taxes	\$ (573)	\$ 4,684	\$ 4,003

A reconciliation of the provision for income taxes with amounts determined by applying the statutory U.S. federal income tax rate to income from continuing operations before income taxes is as follows:

	Year Ended December 31,		
	2019	2018	2017
Federal statutory rates	21.0 %	21.0 %	35.0 %
Federal income tax at statutory rates	\$ (1,160)	\$ 4,812	\$ 19,281
Revaluation of net deferred tax liabilities due to U.S. tax reform	—	(286)	(19,304)
U.S. tax reform impact on equity income of investees	—	—	(1,646)
Change in valuation allowance	10	36	177
Change in uncertain tax positions	181	108	7
State income taxes, net of federal benefit	721	1,843	3,157
Non-taxable income	(93)	—	—
Compensation expense	606	235	—
Stock-based compensation	(101)	76	3,400
Meals and entertainment	81	74	99
Transaction costs	—	263	159
Gain on remeasurement of cost method investment	—	(1,381)	—
Tax credits	(858)	(1,208)	(354)
Legal expense	—	—	(805)
Other	40	112	(168)
(Benefit) provision for income taxes	\$ (573)	\$ 4,684	\$ 4,003
Effective income tax rate	10.4 %	20.4 %	7.3 %

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities of continuing operations are as follows:

	December 31,	
	2019	2018
Deferred tax assets:		
Net operating loss carryforwards	\$ 14,357	\$ 19,485
Capital loss carryforward	1,406	1,072
Tax credit carryforwards	792	840
Accounts receivable allowance	1,497	227
Accrued items and reserves	2,854	6,817
Stock-based compensation	1,276	1,480
Deferred rent	476	543
Deferred revenue	207	272
Other	68	773
Total deferred tax assets	22,933	31,509
Deferred tax liabilities:		
Deferred financing costs	—	12
Prepays	1,766	900
Property and equipment depreciation	3,404	3,492
Goodwill and intangibles amortization	5,312	6,944
Equity investment	32,774	40,577
Total deferred tax liabilities	43,256	51,925
Deferred tax liabilities, net of deferred tax assets	(20,323)	(20,416)
Less valuation allowance	(2,584)	(2,633)
Net deferred tax liabilities	\$ (22,907)	\$ (23,049)

At December 31, 2019, the Company had approximately \$63,055 of federal net operating loss carryforwards which can be carried forward indefinitely. In addition, at December 31, 2019, the Company had approximately \$20,453 of state net operating loss carryforwards which expire as follows:

2023	\$ 2,141
2028 and thereafter	18,312
Total state net operating loss carryforwards	\$ 20,453

Approximately \$10,500 of the U.S. and state net operating loss carryforwards relate to Circulation, Inc. pre-acquisition tax periods and are subject to change of ownership limitations on their use. These limitations are not expected to restrict the ultimate use of these loss carryforwards.

Realization of the Company's net operating loss carryforwards is dependent on generating sufficient taxable income. Although realization is not assured, management believes it is more likely than not that all of the deferred tax assets will be realized, to the extent they are not covered by a valuation allowance. The amount of the deferred tax assets considered realizable, however, could be reduced in the near term if estimates of future taxable income during the carryforward period are reduced.

The net change in the total valuation allowance for the year ended December 31, 2019 was a decrease of \$49, of which \$10 related to an increase from current operations and \$59 related to a decrease from discontinued operations. The valuation allowance of \$2,584 includes amounts for state net operating loss, capital loss and tax credit carryforwards for which the Company has concluded that it is more likely than not that these carryforwards will not be realized in the ordinary course of operations. The Company will continue to assess the valuation allowance, and to the extent it is determined that the valuation allowance should be changed, an appropriate adjustment will be recorded.

### ***U.S. Tax Reform***

On December 22, 2017, the Tax Reform Act was enacted which institutes fundamental changes to the taxation of multinational corporations. The Tax Reform Act includes changes to the taxation of foreign earnings by implementing a dividend exemption system, expansion of the current anti-deferral rules, a minimum tax on low-taxed foreign earnings and new measures to deter base erosion. The Tax Reform Act also includes a permanent reduction in the corporate tax rate to 21%, repeal of the corporate alternative minimum tax, expensing of capital investment, and limitation of the deduction for interest expense. Furthermore, as part of the transition to the new tax system, a one-time transition tax is imposed on a U.S. shareholder's historical undistributed earnings and profits ("E&P") of foreign affiliates. Although the Tax Reform Act is generally effective January 1, 2018, GAAP requires recognition of the tax effects of new legislation during the reporting period that includes the enactment date, which was December 22, 2017.

As a result of the reduction in the U.S. corporate income tax rate, the Company revalued its ending net deferred tax liabilities as of December 31, 2017 and recognized a provisional tax benefit of \$20,950. The Company projected net accumulated deficits in foreign E&P; therefore, no provisional tax expense for deemed repatriation was recognized.

On December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118 ("SAB 118") to address the application of GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Tax Reform Act. In accordance with the SAB 118 guidance, the Company has recognized the provisional tax impacts related to the benefit for the revaluation of deferred tax assets and liabilities in its consolidated financial statements for the year ended December 31, 2017. The financial reporting impact of the Tax Reform Act was completed in the fourth quarter of 2018 and an additional benefit of \$286 was recorded.

### ***Unrecognized Tax Benefits***

The Internal Revenue Service is currently auditing our consolidated U.S. income tax returns for 2015-2018 due to the large refunds (total of \$30,570) received from the loss on the WD Services sale. In addition, we are being examined by various states and by the Saudi Arabian tax authorities. All known adjustments have been fully reserved.

The Company recognizes interest and penalties as a component of income tax expense. During the years ended December 31, 2019, 2018 and 2017, the Company recognized approximately \$60, \$47 and \$65, respectively, in interest and penalties from continuing operations. The Company had approximately \$163 and \$109, for the payment of penalties and interest of continuing operations accrued as of December 31, 2019, and 2018, respectively.

A reconciliation of the liability for unrecognized income tax benefits for continuing operations is as follows:

	December 31,		
	2019	2018	2017
Unrecognized tax benefits, beginning of year	\$ 1,222	\$ 1,115	\$ 1,108
Increase related to prior year tax positions	133	104	22
Increase related to current year tax positions	128	160	101
Statute of limitations expiration	(80)	(157)	(116)
Unrecognized tax benefits, end of year	<u>\$ 1,403</u>	<u>\$ 1,222</u>	<u>\$ 1,115</u>

The entire ending balance in unrecognized tax benefits of \$1,403 as of December 31, 2019 would reduce tax expense and our effective tax rate. The Company expects no material amount of the unrecognized tax benefits to be recognized during the next twelve months.

The Company is subject to taxation in the U.S. and various state jurisdictions. The statute of limitations is generally three years for the U.S. and between three and four years for the various states in which the Company operates. The tax years that remain open for examination by the U.S. and states principally include the years 2015 to 2018.

## 20. Commitments and Contingencies

### *Legal proceedings*

In the ordinary course of business, the Company is a party to various lawsuits. Management does not expect these lawsuits to have a material impact on the liquidity, results of operations, or financial condition of the Company.

On January 21, 2019, the United States District Court for the Southern District of Ohio unsealed a qui tam complaint, filed in December 2015, against Mobile Care Group, Inc., Mobile Care Group of Ohio, LLC, Mobile Care EMS & Transport, Inc. and LogistiCare Solutions, LLC (“LogistiCare”) by Brandee White, Laura Cunningham, and Jeffery Wisier (the “Relators”) alleging violations of the federal False Claims Act by presenting claims for payment to government healthcare programs knowing that the prerequisites for such claims to be paid had not been met. The Relators seek to recover damages, fees and costs under the federal False Claims Act including treble damages, civil penalties and attorneys’ fees. In addition, the Relators seek reinstatement to their jobs with the Mobile Care entities. None of the Relators were employed by LogistiCare. Prior to January 21, 2019, LogistiCare had no knowledge of the complaint. The federal government has declined to intervene against LogistiCare. The Company filed a motion to dismiss the Complaint on April 22, 2019, and believes that the case will not have a material adverse effect on its business, financial condition or results of operations.

On March 1, 2019, Meher Patel filed suit against the Company in the Superior Court of the State of California, Tuolumne County, on behalf of herself and as a class action on behalf of others similarly situated, asserting violations under the California Labor Code relating to the alleged failure by LogistiCare to comply with certain applicable state wage and related employment requirements, as well as claims of breach of contract and breach of the implied covenant of good faith and fair dealing. The plaintiff seeks to recover an unspecified amount of damages and penalties, as well as certification as a class action. On September 6, 2019, Ms. Patel amended her complaint to add Provado Mobile Health, a Company subsidiary, as a party to the suit. The Company and Provado Mobile Health have removed the case to the U.S. District Court, Eastern District of California. No amounts have been accrued for any potential losses under this matter, as management cannot reasonably predict the outcome of the litigation or any potential losses. The Company and its subsidiary intend to defend the litigation vigorously. Although the outcome of such matter is inherently uncertain and may be materially adverse, based on current information, the Company does not expect the case to have a material adverse effect on the Company’s business, financial condition or results of operations.

In *Lynch v. Ride Plus et al.*, a putative class action lawsuit pending in the Superior Court for the County of San Diego, California, a former Ride Plus driver (trade name for Provado Mobile Health, a Company subsidiary) has sought to represent all Ride Plus drivers in California on claims identical to the Patel action. This suit has only recently been served on Provado Mobile Health. Provado Mobile Health plans to remove the case to federal court and combine it with the Patel action or move to stay it while the Patel action is pending, since the two actions cover the same subject matter. At this early stage in the litigation, it is impossible to predict with any certainty whether plaintiff will succeed in getting the court to certify a class, whether the plaintiff and the class, if certified, will prevail on their claims, or what they may recover.

On April 1, 2019, a purported class action was filed against LogistiCare in Texas alleging that the Company’s policy with respect to timekeeping for hourly employees constituted violations of the federal Fair Labor Standards Act (“FLSA”), as well as wage and hour laws in South Carolina and Texas. Plaintiffs filed a motion for conditional certification on a nationwide basis, which LogistiCare contested. The court granted the conditional certification motion on January 22, 2020. The Company filed an appeal of the conditional certification order. The Company also plans to vigorously contest the allegations on the merits as the plaintiffs have mischaracterized the method by which employees clock in to work. At this early stage in the litigation, it is impossible to predict with any certainty whether plaintiffs will prevail on their claims, or what they might recover.

### *Indemnifications*

The Company provided certain standard indemnifications in connection with the sale of the Human Services segment to Molina Healthcare Inc. (“Molina”) effective November 1, 2015. Certain representations made by the Company in the related Membership Interest Purchase Agreement (the “Purchase Agreement”) including tax representations, survive until the expiration of applicable statutes of limitation. Molina and the Company entered into a settlement agreement regarding indemnification claims by Molina with respect to *Rodriguez v. Providence Community Corrections* (the “Rodriguez Litigation”), a complaint filed in the District Court for the Middle District of Tennessee, Nashville Division, against Providence Community Corrections, Inc. (“PCC”), an entity sold under the Purchase Agreement. In 2019, the Company has recovered a portion of the settlement through insurance coverage.



The Company has provided certain standard indemnifications in connection with its Matrix stock subscription transaction whereby Mercury Fortuna Buyer, LLC (“Subscriber”), Providence and Matrix entered into a stock subscription agreement (the “Subscription Agreement”), dated August 28, 2016. The representations and warranties made by the Company in the Subscription Agreement ended January 19, 2018; however, certain fundamental representations survive through the 36th month following the closing date. The covenants and agreements of the parties to be performed prior to the closing ended January 19, 2018, and all other covenants and agreements survive until the expiration of the applicable statute of limitations in the event of a breach, or for such lesser periods specified therein. The Company is not aware of any indemnification liabilities with respect to Matrix that require accrual at December 31, 2019.

The Company has provided certain standard indemnifications in connection with the sale of substantially all of its WD Services segment to Advanced Personnel Management Global Pty Ltd of Australia (“APM”), which closed on December 21, 2018. The non-title warranties made by the Company in the related Share Purchase Agreement survive for 18 months following the closing date, and the title-related warranties and tax warranties survive five years from the closing date. The Company is not aware of any indemnification liabilities with respect to the former WD Services segment that require accrual at December 31, 2019.

On May 9, 2018, the Company entered into a registration indemnification agreement with Coliseum Capital Partners, L.P., Coliseum Capital Partners II, L.P., Blackwell Partners, LLC - Series A and Coliseum Capital Co-Invest, L.P. (collectively, the “Coliseum Stockholders”), who as of December 31, 2019 collectively held approximately 6.7% of the Company’s outstanding common stock and approximately 95.9% of the Company’s outstanding Preferred Stock, pursuant to which the Company has agreed to indemnify the Coliseum Stockholders, and the Coliseum Stockholders have agreed to indemnify the Company, against certain matters relating to the registration of the selling stockholders’ securities for resale under the Securities Act of 1933, as amended (the “Securities Act”).

### ***Deferred Compensation Plan***

The Company has one deferred compensation plan for management and highly compensated employees of NET Services as of December 31, 2019. The deferred compensation plan is unfunded, and benefits are paid from the general assets of the Company. The total of participant deferrals, which is reflected in “Other long-term liabilities” in the consolidated balance sheets, was \$2,323 at \$1,982 at December 31, 2019 and 2018, respectively.

## **21. Transactions with Related Parties**

Convertible preferred stock dividends earned by the Coliseum Stockholders during the years ended December 31, 2019, 2018, and 2017 totaled \$4,213 each year.

## **22. Acquisitions**

During 2017, the Company made an equity investment in Circulation, which was accounted for as a cost method investment. On September 21, 2018, the Company’s subsidiary, LogistiCare, acquired all of the outstanding equity of Circulation, which offers a full suite of logistics solutions to manage non-emergency transportation across all areas of healthcare, powered by its HIPAA-compliant digital platform. Circulation enables administration of transportation benefits, proactively monitors for fraud, waste and abuse, and integrates all transportation capabilities (e.g. outsourced transportation, owned fleets, and other medical logistics services), while emphasizing patient convenience and satisfaction. Circulation’s proprietary platform simplifies ordering, improves reliability and efficiency, and reduces transportation spend. The Company believes the acquisition advances the Company’s central mission of reducing transportation as a barrier to healthcare and will help deliver a differentiated user experience and provide a core technology and analytics platform that better positions the Company for growth.

The purchase price was comprised of cash consideration of \$45,123 paid to Circulation’s equity holders (including holders of vested Circulation stock options), other than Providence. Per the terms of the Agreement and Plan of Merger (the “merger agreement”), dated as of September 14, 2018, by and among LogistiCare, the Company, Catapult Merger Sub, a wholly-owned subsidiary of LogistiCare (“Merger Sub”), Circulation and Fortis Advisors LLC, as the representative of Circulation’s equity holders, Providence assumed certain unvested Circulation stock options under similar terms and conditions to the existing option awards previously issued by Circulation. The merger agreement also required \$1,000 to be paid three years after the closing date of the transaction to each of two co-founders of Circulation subject to their continued employment or provision of consulting services to the Company. This requirement was reduced in 2019 to one co-founder of

Circulation as the other co-founder is no longer with the Company. The value of the options assumed and co-founder hold back is accounted for as compensation, over the relevant vesting period, as such amounts are tied to future service conditions.

The Company's initial investment in Circulation was \$3,000 in July 2017 to acquire a minority interest. As a result of the transactions pursuant to the merger agreement, the fair value of this pre-acquisition interest increased to \$9,577, and thus the Company recognized a gain of \$6,577. This gain was recorded as "Gain on remeasurement of cost method investment" on the Company's consolidated statement of operations for the year ended December 31, 2018. The Company determined the fair value of its pre-acquisition equity interest by multiplying the number of shares it held in Circulation pre-acquisition by the per-share consideration validated by reference to the total merger consideration agreed to with other unrelated equity holders in Circulation.

The Company incurred acquisition and related costs for this acquisition of \$1,729 during the year ended December 31, 2018. These expenses were primarily included in general and administrative expenses in the consolidated statements of operations.

The purchase price of Circulation was calculated as follows:

Cash purchase of common stock	\$	45,123
Providence's acquisition date fair value equity interest in Circulation		9,577
Total consideration	\$	<u>54,700</u>

The table below presents Circulation's net assets at the date of acquisition based upon the final estimate of respective fair values:

Cash	\$	1,302
Accounts receivable		996
Other assets		216
Property and equipment		49
Intangibles		15,700
Goodwill		40,001
Deferred taxes, net		(2,199)
Accounts payable and accrued liabilities		(1,244)
Deferred revenue		(69)
Other non-current liabilities		(52)
Total of assets acquired and liabilities assumed	\$	<u>54,700</u>

None of the acquired goodwill is deductible for tax purposes.

The fair value of intangible assets was as follows:

	Type	Life	Value
Customer relationships	Amortizable	3 years	\$ 1,400
Trademarks and trade names	Amortizable	3 years	200
Developed technology	Amortizable	5 years	14,100
			<u>\$ 15,700</u>

The amounts of Circulation's revenue and net income included in the Company's consolidated statement of operations for the year ended December 31, 2018, and the unaudited pro forma revenue and net (loss) income attributable to Providence of the combined entity had the acquisition date been January 1, 2017, were:

	<b>Year Ended December 31, 2018</b>	
Actual Circulation:		
Revenue	\$	2,205
Net loss		(2,108)

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
Pro forma:		
Revenue	\$ 1,388,203	\$ 1,319,195
Net (loss) income attributable to Providence	(21,541)	49,097
Diluted (loss) earnings per share	\$ (2.11)	\$ 2.85

The pro forma information above for the year ended December 31, 2018 included the elimination of acquisition related costs. Adjustments for all periods included expensing the incentive for two co-founders to be paid upon continuing employment, amortization expense based on the estimated fair value and useful lives of intangible assets and related tax effects. The pro forma financial information was not necessarily indicative of the results of operations that would have occurred had the transaction been affected on January 1, 2017.

### 23. Discontinued Operations

#### *WD Services Segment*

On December 21, 2018, the Company completed the sale of substantially all of the operating subsidiaries of its WD Services segment to APM and APM UK Holdings Limited, an affiliate of APM, except for the segment's employment services operations in Saudi Arabia. The Company's contractual counterparties in Saudi Arabia, including an entity owned by the Saudi Arabian government, assumed these operations beginning January 1, 2019.

The total cash consideration of the sale was \$46,450, with the buyer retaining existing WD Services cash of \$20,993. In addition to the purchase consideration, the Company expects to realize cash tax benefits of approximately \$52,877 from the transaction, of which \$37,433 (\$30,822 of refunds and \$6,611 of avoided payments) have been realized as of December 31, 2019. The remaining cash tax benefit of \$15,444 is expected to be realized as an offset to tax payments over the following two years, based upon the Company's current estimate of taxable income. In addition, \$867 of benefits related to capital loss carryforwards is available, which amount was reserved as of December 31, 2019.

On June 11, 2018, the Company entered into a Share Purchase Agreement to sell the shares of Ingeus France, its WD Services operation in France, for a de minimis amount. The sale was effective on July 17, 2018, after court approval.

On September 29, 2017, the Company and Mission Australia completed the sale of 100% of the stock of Mission Providence, a joint venture in the WD Services segment, pursuant to a share sale agreement. Upon the sale of Mission Providence, the Company received AUD 20,184, or \$15,823 of proceeds, for its equity interest, net of transaction fees. Subsequently, a working capital adjustment was finalized in December 2017 resulting in the return of \$229 of the proceeds. The related gain on sale of Mission Providence totaling \$12,377 is recorded as "(Loss) income from discontinued operations, net of tax" in the accompanying consolidated statements of operations for the year ended December 31, 2017. Summary financial information for Mission Providence on a standalone basis for the nine months ended September 30, 2017 were as follows:

**Nine months ended  
September 30,  
2017**

Revenue	\$	30,125
Operating loss		(1,765)
Net loss		(1,934)

In accordance with ASC 205-20, *Presentation of Financial Statements-Discontinued Operations*, (“ASC 205-20”) a component of an entity is reported in discontinued operations after meeting the criteria for held-for-sale classification if the disposition represents a strategic shift that has (or will have) a major effect on the entity’s operations and financial results. The Company analyze the quantitative and qualitative factors relevant to the disposition of the WD Services segment and determined that those held for sale conditions for discontinued operations presentation were met during the fourth quarter of 2018. As such, the historical financial results of the Company’s historical WD Services segment, and the related income tax effects have been presented as discontinued operations for all periods presented in the accompanying consolidated financial statements.

#### *HA Services Segment*

Effective October 19, 2016, the Company completed the Matrix Transaction. At the closing, (i) cash consideration of \$180,614 was paid by the Subscriber to Matrix based upon an enterprise value of \$537,500 and (ii) Matrix borrowed approximately \$198,000 pursuant to a credit and guaranty agreement providing for term loans in an aggregate principal amount of \$198,000 and revolving loan commitments in an aggregate principal amount not to exceed \$10,000, which was not drawn at the closing. At the closing, Matrix distributed \$381,163 to Providence, in full satisfaction of a promissory note and accumulated interest between Matrix and Providence. At the closing, Providence made a \$5,663 capital contribution to Matrix, as described in the Subscription Agreement, as amended, based upon its pro-rata ownership of Matrix, to fund the near-term cash needs of Matrix. On the day that was fifteen days following the closing date, Providence was, to the extent payable pursuant to the terms of the Subscription Agreement, as amended, entitled to receive from Matrix, or required to pay to Matrix, subsequent working capital adjustment payments. Providence received an initial payment of \$5,172 from Matrix in November 2016 which is net of the capital contribution of \$5,663 described above, based upon the initial working capital calculation as described in the Subscription Agreement. Additionally, in February 2017, the Company received a \$75 payment from Matrix representing the final working capital adjustment payment.

The Company has continuing involvement with Matrix through its ownership of 43.6% of the equity interests in Matrix as of December 31, 2019, as well as through a management consulting agreement, not to exceed ten years. Prior to the Matrix Transaction, the Company owned 100% of the equity interest in Matrix. Subsequent to the Matrix Transaction, the Company accounts for its investment in Matrix under the equity method of accounting. The Company’s share of Matrix’s gains and losses subsequent to the Matrix Transaction, which totaled a loss of \$29,685, a loss of \$6,158 and a gain of \$13,445, are recorded as “Equity in net loss (gain of investee)” in its consolidated statements of operations for the years ended December 31, 2019, 2018 and 2017, respectively. Matrix’s pretax loss for the years ended December 31, 2019, 2018 and 2017 totaled \$85,902, \$27,128 and \$2,948, respectively. There have been no cash inflows or outflows from or to Matrix subsequent to the closing of the Matrix Transaction, other than the working capital adjustments discussed above and management and advisory fees associated with its ongoing relationship with Matrix, of which \$1,033 and \$2,271 were received during the years ended December 31, 2019 and 2018, respectively. Management fees receivable of \$175 and \$259 are included in “Other receivables” in the consolidated balance sheets at December 31, 2019 and 2018, respectively.

#### *Human Services Segment*

On September 3, 2015, the Company entered into a Purchase Agreement, pursuant to which the Company agreed to sell all of the membership interests in Providence Human Services, LLC and Providence Community Services, LLC, comprising the Company’s Human Services segment. On November 1, 2015, the Company completed the sale of its Human Services segment. During the years ended December 31, 2019, 2018 and 2017, the Company recorded additional expenses related to the Human Services segment, principally related to previously disclosed legal proceedings.

#### **Results of Operations**

The following table summarizes the results of operations classified as income (loss) from discontinued operations, net of tax, for the years ended December 31, 2019, 2018 and 2017.

## Year ended December 31, 2019

	Human Services Segment	WD Services Segment	Total Discontinued Operations
Operating expenses:			
General and administrative (income)	\$ (6,941)	\$ (2,652)	\$ (9,593)
Total operating income	(6,941)	(2,652)	(9,593)
Operating income	6,941	2,652	9,593
Other expenses:			
Income from discontinued operations before income taxes	6,941	2,652	9,593
Provision for income taxes	(940)	(2,734)	(3,674)
Income (loss) from discontinued operations, net of tax	<u>\$ 6,001</u>	<u>\$ (82)</u>	<u>\$ 5,919</u>

## Year ended December 31, 2018

	Human Services Segment	WD Services Segment	Total Discontinued Operations
Service revenue, net	\$ —	\$ 264,553	\$ 264,553
Operating expenses:			
Service expense	—	248,824	248,824
General and administrative (income) expense	(495)	26,895	26,400
Asset impairment charge	—	9,203	9,203
Depreciation and amortization	—	11,864	11,864
Total operating (benefit) expenses	<u>(495)</u>	<u>296,786</u>	<u>296,291</u>
Operating income (loss)	495	(32,233)	(31,738)
Other expenses:			
Interest expense, net	—	35	35
Gain on foreign currency transactions	—	(388)	(388)
Other gain	—	(87)	(87)
Income (loss) from discontinued operations before gain on disposition and income taxes	495	(31,793)	(31,298)
Loss on disposition	—	(53,692)	(53,692)
(Provision) benefit for income taxes	(545)	48,482	47,937
Loss from discontinued operations, net of tax	<u>\$ (50)</u>	<u>\$ (37,003)</u>	<u>\$ (37,053)</u>

The loss on disposition in the table above includes the reclassification of translation loss realized upon sale of subsidiaries of \$29,973. The benefit for income taxes in the table above for the WD Services segment includes tax benefits on the WD Services Sale of \$51,861 and income tax expense on WD Services operations of \$3,379.

*Asset impairment charges*

In connection with classifying the assets and liabilities of Ingeus France as held for sale during the year ended December 31, 2018, the carrying value of the assets and liabilities was reduced to its estimated fair value less selling costs. As a result, an impairment charge of \$9,203 was recorded during the year ended December 31, 2018 and is included in "Asset impairment charge" in the table above.



*Loss on disposition, net of tax*

The total loss on disposition, net of tax, related to the sale of WD Services subsidiaries during the year ended December 31, 2018 is calculated as follows:

Total cash received, net of transaction costs and cash sold	\$ 12,780
Total WD Services net asset value as of transaction date, net of cash sold	(36,499)
Income tax benefit	51,861
Gain on sale before reclassification of currency translation, net of tax	28,142
Adjustment for reclassification of currency translation	(29,973)
Loss on disposition, net of tax	<u>\$ (1,831)</u>

	Year ended December 31, 2017		
	Human Services Segment	WD Services Segment	Total Discontinued Operations
Service revenue, net	\$ —	\$ 305,662	\$ 305,662
Operating expenses:			
Service expense	—	265,417	265,417
General and administrative expense	9,674	28,845	38,519
Depreciation and amortization	—	12,851	12,851
Total operating expenses	9,674	307,113	316,787
Operating loss	(9,674)	(1,451)	(11,125)
Other expenses:			
Interest expense, net	—	74	74
Equity in net loss of investees	—	1,391	1,391
Gain on sale of equity investment	—	(12,377)	(12,377)
Loss on foreign currency transactions	—	345	345
(Loss) income from discontinued operations before income taxes	(9,674)	9,116	(558)
Benefit for income taxes	3,691	(398)	3,293
(Loss) income from discontinued operations, net of tax	<u>\$ (5,983)</u>	<u>\$ 8,718</u>	<u>\$ 2,735</u>

**Assets and liabilities**

The following table summarizes the carrying amounts of the major classes of assets and liabilities of discontinued operation in the consolidated balance sheets as of December 31, 2019 and 2018. Amounts as of December 31, 2019 and 2018 represent the accounts of WD Services operations in Saudi Arabia, which were not sold as part of the WD Services Sale.

	December 31,	
	2019	2018
Cash and cash equivalents	\$ 155	\$ 2,321
Accounts receivable, net of allowance of \$0 in 2019 and \$3,460 in 2018	—	4,316
Prepaid expenses and other	—	414
<b>Current assets of discontinued operations</b>	<b>\$ 155</b>	<b>\$ 7,051</b>
Accounts payable	\$ 17	\$ 486
Accrued expenses	1,414	2,771
<b>Current liabilities of discontinued operations</b>	<b>\$ 1,431</b>	<b>\$ 3,257</b>

**Cash Flow Information**

The following table presents depreciation, amortization, capital expenditures and significant operating noncash items of the discontinued operations for the years ended December 31, 2019, 2018 and 2017:

	For the year ended December 31, 2019		
	Human Services Segment	WD Services Segment	Total Discontinued Operations
Cash flows from discontinued operating activities:			
Deferred income taxes	\$ 3,165	\$ (330)	\$ 2,835
	For the year ended December 31, 2018		
	Human Services Segment	WD Services Segment	Total Discontinued Operations
Cash flows from discontinued operating activities:			
Depreciation	\$ —	\$ 6,711	\$ 6,711
Amortization	—	5,153	5,153
Stock-based compensation	—	6	6
Deferred income taxes	419	(74)	345
Cash flows from discontinued investing activities:			
Purchase of property and equipment	\$ —	\$ 6,725	\$ 6,725

## For the year ended December 31, 2017

	HA Services Segment	WD Services Segment	Total Discontinued Operations
Cash flows from discontinued operating activities:			
Depreciation	\$ —	\$ 7,825	\$ 7,825
Amortization	—	5,026	5,026
Stock-based compensation	—	57	57
Deferred income taxes	(3,433)	(507)	(3,940)
Cash flows from discontinued investing activities:			
Purchase of property and equipment	\$ —	\$ 4,527	\$ 4,527

## 24. Segments

Effective January 1, 2019, the Company substantially completed its Organizational Consolidation changing from a holding company that previously owned a portfolio of companies to an operating company structure that provides NET services and has an investment in Matrix. As a result, beginning January 1, 2019, the Company's chief operating decision maker reviews financial performance and allocates resources based on two segments as follows:

- NET Services - which operates primarily under the brands LogistiCare and Circulation, is the largest manager of NET programs for state governments and MCOs in the U.S and includes the Company's activities for executive, accounting, finance, internal audit, tax, legal, certain strategic and development functions and the Company's captive insurance company.
- Matrix Investment - which consists of a minority investment in Matrix, provides a broad array of assessment and care management services that improve health outcomes for individuals and financial performance for health plans. Matrix's national network of community-based clinicians deliver in-home services while its fleet of mobile health clinics provide community-based care with advance diagnostic capabilities.

We have reclassified prior period segment amounts to conform to the current presentation, which are summarized as follows:

	Year Ended December 31, 2018			
	As Previously Reported	Segment Reclassification	Other Reclassification (Note 1)	As Reported
Service expense:				
NET Services	\$ 1,285,029	\$ (426)	\$ (30,995)	\$ 1,253,608
Corporate and Other	(426)	426	—	—
General and administrative:				
NET Services	14,247	31,851	30,995	77,093
Corporate and Other	31,851	(31,851)	—	—
Depreciation and amortization:				
NET Services	15,026	787	—	15,813
Corporate and Other	787	(787)	—	—
Operating income (loss):				
NET Services	56,488	(32,212)	—	24,276
Corporate and Other	(32,212)	32,212	—	—

Year Ended December 31, 2017				
	As Previously Reported	Segment Reclassification	Other Reclassification (Note 1)	As Reported
Service expense:				
NET Services	\$ 1,227,426	\$ (3,799)	\$ (26,416)	\$ 1,197,211
Corporate and Other	(3,799)	3,799		—
General and administrative:				
NET Services	11,779	31,712	26,416	69,907
Corporate and Other	31,712	(31,712)	—	—
Depreciation and amortization:				
NET Services	13,275	343	—	13,618
Corporate and Other	343	(343)	—	—
Operating income (loss):				
NET Services	65,740	(28,256)	—	37,484
Corporate and Other	(28,256)	28,256	—	—

The following table sets forth certain financial information from continuing operations attributable to the Company's business segments for the years ended December 31, 2019, 2018 and 2017.

Year Ended December 31, 2019			
	NET Services	Matrix Investment	Total
Service revenue, net	\$ 1,509,944	\$ —	\$ 1,509,944
Service expense	1,401,152	—	1,401,152
General and administrative expense	67,244	—	67,244
Depreciation and amortization	16,816	—	16,816
Operating income	\$ 24,732	\$ —	\$ 24,732
Equity in net loss of investee	\$ —	\$ 29,685	\$ 29,685
Investment in equity method investee	\$ —	\$ 130,869	\$ 130,869
Total assets	\$ 466,357	\$ 130,869	\$ 597,226

Year Ended December 31, 2018			
	NET Services	Matrix Investment	Total
Service revenue, net	\$ 1,384,965	\$ —	\$ 1,384,965
Service expense	1,253,608	—	1,253,608
General and administrative expense	77,093	—	77,093
Asset impairment charge	14,175	—	14,175
Depreciation and amortization	15,813	—	15,813
Operating income	<u>\$ 24,276</u>	<u>\$ —</u>	<u>\$ 24,276</u>
Equity in net loss of investee	\$ —	\$ 6,158	\$ 6,158
Investment in equity method investee	\$ —	\$ 161,503	\$ 161,503
Total assets	\$ 401,091	\$ 161,503	\$ 562,594

Year Ended December 31, 2017			
	NET Services	Matrix Investment	Total
Service revenue, net	\$ 1,318,220	\$ —	\$ 1,318,220
Service expense	1,197,211	—	1,197,211
General and administrative expense	69,907	—	69,907
Depreciation and amortization	13,618	—	13,618
Operating income	<u>\$ 37,484</u>	<u>\$ —</u>	<u>\$ 37,484</u>
Equity in net gain of investee	\$ —	\$ (13,445)	\$ (13,445)
Investment in equity method investee	\$ —	\$ 169,699	\$ 169,699
Total assets	\$ 356,539	\$ 169,699	\$ 526,238

### Customer Information

Of the Company's consolidated revenue, 12.7%, 12.6% and 13.8% was derived from one U.S. state Medicaid program for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, substantially all of the Company's revenues are generated from domestic governmental agencies or entities that contract with governmental agencies.

### 25. Quarterly Results (Unaudited)

The quarterly consolidated financial statements presented below reflect WD Services and Human Services as discontinued operations for all periods presented:



## Quarter ended

	March 31, 2019	June 30, 2019	September 30, 2019 (1)	December 31, 2019 (2)
Service revenue, net	\$ 367,815	\$ 363,911	\$ 393,385	\$ 384,833
Operating income (loss)	3,441	(3,250)	16,987	7,554
Income (loss) from continuing operations, net of tax	1,314	(3,409)	8,580	(11,438)
(Loss) income from discontinued operations, net of tax	(732)	1,697	(426)	5,380
Net income (loss) attributable to Providence	582	(1,712)	8,154	(6,058)
Earnings (loss) per common share (Note 16):				
Basic	\$ (0.04)	\$ (0.22)	\$ 0.47	\$ (0.55)
Diluted	\$ (0.04)	\$ (0.22)	\$ 0.47	\$ (0.55)

- (1) Operating income was positively impacted by retroactive rate changes.
- (2) Loss from continuing operations, net of tax was negatively impacted by the Company's investment in Matrix. Matrix recorded asset impairment of \$55,056 for which the Company recorded its proportional share.

## Quarter ended

	March 31, 2018	June 30, 2018 (1)(2)	September 30, 2018 (3)	December 31, 2018 (4)
Service revenue, net	\$ 336,696	\$ 343,736	\$ 343,771	\$ 360,762
Operating income (loss)	12,103	3,431	9,435	(693)
Income (loss) from continuing operations, net of tax	7,423	1,964	10,295	(1,454)
Loss from discontinued operations, net of tax	(1,697)	(13,366)	(2,964)	(19,026)
Net income (loss) attributable to Providence	5,430	(11,215)	7,154	(20,350)
Earnings (loss) per common share (10):				
Basic	\$ 0.27	\$ (0.95)	\$ 0.41	\$ (1.67)
Diluted	\$ 0.27	\$ (0.94)	\$ 0.40	\$ (1.67)

- (1) Operating income in the quarter ending June 30, 2018 was negatively impacted by higher transportation costs on a per trip basis as NET Services saw a shift in service mix to higher cost modes of transportation and higher average mileage per trip.
- (2) Due to the disposition of Ingeus France in July 2018, the carrying value of its assets and liabilities were reduced to their estimated fair value less selling costs during the quarter ending June 30, 2018. As a result, an impairment charge of \$9,203 was recorded during the quarter ending June 30, 2018, which is included in (loss) income from discontinued operations, net of tax.
- (3) During the quarter ending September 30, 2018, the Company acquired all of the outstanding equity of Circulation. The Company's initial investment in Circulation was \$3,000. As a result of the transaction, the fair value of this pre-acquisition interest increased to \$9,577, and thus the Company recognized a gain of \$6,577.
- (4) (Loss) income from discontinued operations, net of tax in the quarter ending December 31, 2018, includes a loss on the disposition of substantially all of the WD Services segment of \$1,056, net of tax. This sale was completed on December 21, 2018.

**Item 9. *Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.***

None.

**Item 9A. *Controls and Procedures.*****Evaluation of Disclosure Controls and Procedures**

The Company, under the supervision and with the participation of its management (including its principal executive officer and principal financial officer), evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act as of the end of the period covered by this Annual Report on Form 10-K (December 31, 2019). Based upon this evaluation, the Company's principal executive and financial officers have concluded that such disclosure controls and procedures were effective to provide reasonable assurance that (i) information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

**Management's Report on Internal Control Over Financial Reporting**

Management's report on internal control over financial reporting is presented in Part II, Item 8, of this Annual Report and is hereby incorporated by reference.

**Report of Independent Registered Public Accounting Firm**

The attestation report of the registered public accounting firm on the Company's internal control over financial reporting is presented in Part II, Item 8, of this Annual Report and is hereby incorporated by reference.

**Changes in Internal Control Over Financial Reporting**

The principal executive and financial officers also conducted an evaluation of whether any changes in the Company's internal control over financial reporting occurred during the quarter ended December 31, 2019 that have materially affected or which are reasonably likely to materially affect such control. Such officers have concluded that no such changes have occurred.

**Item 9B. *Other Information.***

None.

### PART III

#### Item 10. *Directors, Executive Officers and Corporate Governance.*

The information required by Item 10 is incorporated by reference from our definitive proxy statement on Schedule 14A to be filed with the SEC and delivered to stockholders in connection with our 2020 Annual Meeting of Stockholders (the "2020 Proxy Statement") under the captions "Election of Directors," "Corporate Governance" and "Delinquent Section 16(a) Reports"; provided that if our 2020 Proxy Statement is not filed on or before April 30, 2020, such information will be included in an amendment to this Annual Report on Form 10-K filed on or before such date.

#### *Code of Ethics*

We have adopted a code of ethics that applies to our senior management, including our chief executive officer, chief financial officer, controller and persons performing similar functions, as well as our directors, officers and employees. This code of ethics is part of our broader Compliance and Ethics Plan and Code of Conduct, which is available free of charge in the Investor Relations section of our website at [www.prsc Holdings.com](http://www.prsc Holdings.com). We intend to disclose any amendment to, or waiver from, a provision of the code of ethics that applies to our principal executive officer, principal financial officer or principal accounting officer on our website. The information contained on our website is not part of, and is not incorporated in, this Annual Report on Form 10-K or any other report we file with or furnish to the SEC.

#### Item 11. *Executive Compensation.*

The information required by Item 11 is incorporated by reference from our 2020 Proxy Statement under the captions "Executive Compensation" and "Corporate Governance"; provided that if our 2020 Proxy Statement is not filed on or before April 30, 2020, such information will be included in an amendment to this Annual Report on Form 10-K filed on or before such date.

#### Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.*

The information required by Item 12 is incorporated by reference from our 2020 Proxy Statement under the caption "Corporate Governance" and "Voting Securities of Certain Beneficial Owners and Management"; provided that if our 2020 Proxy Statement is not filed on or before April 30, 2020, such information will be included in an amendment to this Annual Report on Form 10-K filed on or before such date.

#### Item 13. *Certain Relationships and Related Transactions, and Director Independence.*

The information required by Item 13 is incorporated by reference from our 2020 Proxy Statement under the sub-captions "Certain Relationships and Related Party Transactions" and "Independence of the Board" under the caption "Corporate Governance"; provided that if our 2020 Proxy Statement is not filed on or before April 30, 2020, such information will be included in an amendment to this Annual Report on Form 10-K filed on or before such date.

#### Item 14. *Principal Accounting Fees and Services.*

The information required by Item 14 is incorporated by reference from our 2020 Proxy Statement under the caption "Independent Registered Public Accountants"; provided that if our 2020 Proxy Statement is not filed on or before April 30, 2020, such information will be included in an amendment to this Annual Report on Form 10-K filed on or before such date.

## PART IV

## Item 15. Exhibits, Financial Statement Schedules.

## (a)(1) Financial Statements

The following consolidated financial statements including footnotes are included in Item 8.

- Consolidated Balance Sheets at December 31, 2019 and 2018;
- Consolidated Statements of Operations for the years ended December 31, 2019, 2018 and 2017;
- Consolidated Statements of Comprehensive Income for the years ended December 31, 2019, 2018 and 2017;
- Consolidated Statements of Stockholders' Equity for the years ended December 31, 2019, 2018 and 2017; and
- Consolidated Statements of Cash Flows for the years ended December 31, 2019, 2018 and 2017.

## (2) Financial Statement Schedules

## Schedule II Valuation and Qualifying Accounts

	Balance at beginning of period	Additions		Deductions	Balance at end of period
		Charged to costs and expenses	Charged to other accounts		
Year Ended December 31, 2019:					
Allowance for doubtful accounts	\$ 1,854	\$ 3,220	\$ 1,090	\$ 231 (1)	\$ 5,933
Year Ended December 31, 2018:					
Allowance for doubtful accounts	\$ 5,262	\$ 338	\$ (523)	\$ 3,223 (1)	\$ 1,854
Year Ended December 31, 2017:					
Allowance for doubtful accounts	\$ 5,164	\$ 765	\$ (537)	\$ 130 (1)	\$ 5,262

## Notes:

Schedule above has been recast from prior year to exclude activity related to discontinued operations.

- (1) Write-offs, net of recoveries.

All other schedules are omitted because they are not applicable or the required information is shown in our financial statements or the related notes thereto.

## (3) Exhibits

Exhibit Number	Description
2.1	<a href="#"><u>Share Sale Agreement, dated as of March 31, 2014, by and among The Providence Service Corporation, Pinnacle Australia Holdco Pty Ltd, Thérèse Virginia Rein, Gregory Kenneth Ashmead and GK Ashmead Holdings Pty Limited (as trustee of the GK Ashmead Nominees Trust) (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on April 1, 2014).</u></a>
2.2	<a href="#"><u>Australian Share Sale Agreement Side Deed, dated as of March 31, 2014, by and among The Providence Service Corporation, Pinnacle Australia Holdco Pty Ltd, Thérèse Virginia Rein, Gregory Kenneth Ashmead, GK Ashmead Holdings Pty Limited (as trustee of the GK Ashmead Nominees Trust) and Deloitte LLP (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on April 1, 2014).</u></a>
2.3	<a href="#"><u>Stock Subscription Agreement, dated as of August 28, 2016, by and among The Providence Service Corporation, CCHN Group Holdings, Inc. and Mercury Fortuna Buyer, LLC (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 31, 2016).</u></a>
2.4	<a href="#"><u>Amendment No. 1, dated as of October 19, 2016, to the Stock Subscription Agreement, dated August 28, 2016, by and among The Providence Service Corporation, CCHN Group Holdings, Inc. and Mercury Fortuna Buyer, LLC (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on October 25, 2016).</u></a>
2.5	<a href="#"><u>Agreement and Plan of Merger, dated as of September 14, 2018, among The Providence Service Corporation, LogistiCare Solutions, LLC, Catapult Merger Sub, Circulation, Inc. and Fortis Advisors LLC (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on September 17, 2018).</u></a>
2.6	<a href="#"><u>Share Purchase Agreement, dated November 7, 2018, among The Providence Service Corporation, Ingeus UK Holdings Limited, Advanced Personnel Management Group Pty Ltd, APM UK Holdings Limited and International APM Group Pty Limited (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended September 30, 2018 filed with the SEC on November 8, 2018).</u></a>
3.1	<a href="#"><u>Second Amended and Restated Certificate of Incorporation of The Providence Service Corporation, including Certificate of Designation of Series A Junior Participating Preferred Stock, as filed with the Secretary of State of Delaware on December 9, 2011 (Incorporated by reference from an exhibit to the registrant's annual report on Form 10-K for the year ended December 31, 2011 filed with the SEC on March 15, 2012).</u></a>
3.2	<a href="#"><u>Certificate of Amendment of the Certificate of Incorporation of The Providence Service Corporation, dated as of May 6, 2015 (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on May 7, 2015).</u></a>
3.3	<a href="#"><u>Amended and Restated Bylaws of The Providence Service Corporation, effective March 10, 2010 (Incorporated by reference from an exhibit to the registrant's annual report on Form 10-K for the year ended December 31, 2009 filed with the SEC on March 12, 2010).</u></a>
4.1	<a href="#"><u>Certificate of Designations of Series A Convertible Preferred Stock of The Providence Service Corporation, dated as of February 6, 2015 (Incorporated by reference from an exhibit to Amendment No. 1 to the registrant's annual report on Form 10-K/A for the year ended December 31, 2014 filed with the SEC on April 30, 2015).</u></a>
4.2*	<a href="#"><u>Description of the registrant's securities registered pursuant to Section 12 of the Exchange Act.</u></a>
10.1	<a href="#"><u>Amended and Restated Credit and Guaranty Agreement, dated as of August 2, 2013, by and among The Providence Service Corporation and certain of its subsidiaries party thereto, Bank of America, N.A., SunTrust Bank, BMO Harris Bank, Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated and SunTrust Robinson Humphrey, Inc. and the lenders party thereto (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 5, 2013).</u></a>
10.2	<a href="#"><u>Amended and Restated Pledge Agreement, dated as of August 2, 2013, by and among The Providence Service Corporation, certain of its subsidiaries party thereto, and Bank of America, N.A., as administrative agent (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 5, 2013).</u></a>
10.3	<a href="#"><u>Amended and Restated Security Agreement, dated as of August 2, 2013, by and among The Providence Service Corporation, certain of its subsidiaries party thereto, and Bank of America, N.A., as administrative agent (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 5, 2013).</u></a>



- 10.4 [First Amendment to Amended and Restated Credit and Guaranty Agreement and Consent, dated as of May 28, 2014, by and among The Providence Service Corporation, the Guarantors named therein, the New Subsidiaries named therein, the Lenders and New Lender named therein and Bank of America, N.A., as administrative agent \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on June 3, 2014\).](#)
- 10.5 [Second Amendment to the Amended and Restated Credit and Guaranty Agreement and Consent, dated as of October 23, 2014, by and among The Providence Service Corporation, certain of its subsidiaries party thereto, Bank of America, N.A., SunTrust Bank, Royal Bank of Canada, BMO Harris Bank, N.A., HSBC Bank USA, National Association, the other Lenders party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated, SunTrust Robinson Humphrey, Inc., and RBC Capital Markets \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on October 24, 2014\).](#)
- 10.6 [Third Amendment and Consent to the Amended and Restated Credit and Guaranty Agreement, dated as of September 3, 2015, by and among The Providence Service Corporation, certain of its subsidiaries party thereto, Bank of America, N.A., Sun Trust Bank, Royal Bank of Canada, BMO Harris Bank, N.A., HSBC Bank USA, National Association, the other lenders party thereto, Merrill Lynch Pierce, Fenner & Smith Incorporated, Sun Trust Robinson Humphrey, Inc. and RBC Capital Markets \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on September 8, 2015\).](#)
- 10.7 [Fourth Amendment and Consent to the Amended and Restated Credit and Guaranty Agreement, dated as of August 28, 2016, by and among The Providence Service Corporation, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent \(Incorporated by reference to an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 31, 2016\).](#)
- 10.8 [Fifth Amendment to the Amended and Restated Credit and Guaranty Agreement, dated as of June 7, 2018, among The Providence Service Corporation, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent \(Incorporated by reference to an exhibit to the registrant's current report on Form 8-K filed with the SEC on June 7, 2018\).](#)
- 10.9 [Sixth Amendment to the Amended and Restated Credit and Guaranty Agreement, dated as of July 12, 2019, among The Providence Service Corporation, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent. \(Incorporated by reference to an exhibit to the registrant's current report on Form 8-K filed with the SEC on July 17, 2019\).](#)
- 10.10+ [Employment Agreement, dated November 15, 2017, between The Providence Service Corporation and R. Carter Pate \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on November 15, 2017\).](#)
- 10.11+ [The Providence Service Corporation Non-Qualified Stock Option Agreement, dated April 9, 2018, between The Providence Service Corporation and R. Carter Pate \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on April 11, 2018\).](#)
- 10.12+ [Amendment No. 1 to The Providence Service Corporation Non-Qualified Stock Option Agreement, dated May 1, 2018, between The Providence Service Corporation and R. Carter Pate \(Incorporated by reference from an exhibit to the registrant's Registration Statement on Form S-1 filed with the SEC on May 9, 2018\).](#)
- 10.13+ [Employment Agreement, dated August 18, 2018, by and among The Providence Service Corporation, LogistiCare Solutions, LLC and Kevin M. Dotts \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 22, 2018\).](#)
- 10.14 [Employment Agreement, dated August 8, 2019, by and among The Providence Service Corporation, Logisticare Solutions, LLC and Kathryn Stalmack \(Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended September 30, 2019, filed with the SEC on November 7, 2019\).](#)
- 10.15+ [Employment Agreement dated November 29, 2019, by and among the Company, LogistiCare and Daniel E. Greenleaf \(Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on December 2, 2019\).](#)
- 10.16+ [Employment Agreement dated December 28, 2017 by and among LogistiCare and Suzanne Smith \(Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended March 31, 2019 filed with the SEC on May 9, 2019\).](#)
- 10.17+ [The Providence Service Corporation 2006 Long-Term Incentive Plan, as amended and restated effective July 27, 2016 \(Incorporated by reference from an appendix to the registrant's definitive proxy statement on Schedule 14A filed with the SEC on June 14, 2016\).](#)



10.18+	<a href="#"><u>Form of Restricted Stock Agreements (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended March 31, 2011 filed with the SEC on May 6, 2011).</u></a>
10.19+	<a href="#"><u>Form of Stock Option Agreements (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended March 31, 2011 filed with the SEC on May 6, 2011).</u></a>
10.20+	<a href="#"><u>Form of Special Incentive Stock Option Award Agreement (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 11, 2015).</u></a>
10.21+	<a href="#"><u>Form of Matching Incentive Stock Option Award Agreement (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on August 11, 2015).</u></a>
10.22	<a href="#"><u>Amended and Restated Limited Liability Company Agreement of Mercury Parent, LLC, by and between Prometheus Holdco, LLC and Mercury Fortuna Buyer, LLC, dated as of October 19, 2016 (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on October 25, 2016).</u></a>
10.23	<a href="#"><u>Second Amended and Restated Limited Liability Company Agreement of Mercury Parent, LLC, by and between Prometheus Holdco, LLC and Mercury Fortuna Buyer, LLC, dated February 16, 2018 (Incorporated by reference from an exhibit to the registrant's annual report on Form 10-K for the year ended December 31, 2017 filed with the SEC on March 9, 2018).</u></a>
10.24+	<a href="#"><u>Form of Matching Stock Option Agreement (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended March 31, 2017 filed with the SEC on May 10, 2017).</u></a>
10.25+	<a href="#"><u>Form of Stock Option Agreement (Incorporated by reference from an exhibit to the registrant's annual report on Form 10-K for the year ended December 31, 2017 filed with the SEC on March 9, 2018).</u></a>
10.26+	<a href="#"><u>The Providence Service Corporation Employee Retention Plan (Incorporated by reference from an exhibit to the registrant's current report on Form 8-K filed with the SEC on April 11, 2018).</u></a>
10.27	<a href="#"><u>Registration Indemnification Agreement, dated May 9, 2018, between The Providence Service Corporation, Coliseum Capital Partners, L.P., Coliseum Capital Partners II, L.P., Coliseum Capital Co-Invest, L.P. and Blackwell Partners, LLC - Series A (Incorporated by reference from an exhibit to the registrant's Registration Statement on Form S-1 filed with the SEC on May 9, 2018).</u></a>
10.28+	<a href="#"><u>Form of Deferred Share Unit Agreement (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended June 30, 2018 filed with the SEC on August 8, 2018).</u></a>
10.29+	<a href="#"><u>Form of Amendment to Retention Letter under The Providence Service Corporation Employee Retention Plan (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended September 30, 2018 filed with the SEC on November 8, 2018).</u></a>
10.30+	<a href="#"><u>Form of Restricted Stock Agreements (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended September 30, 2019 filed with the SEC on November 7, 2019).</u></a>
10.31+	<a href="#"><u>Form of Stock Option Agreements (Incorporated by reference from an exhibit to the registrant's quarterly report on Form 10-Q for the quarter ended September 30, 2019 filed with the SEC on November 7, 2019).</u></a>
21.1*	<a href="#"><u>Subsidiaries of the Registrant.</u></a>
23.1*	<a href="#"><u>Consent of KPMG LLP.</u></a>
23.2*	<a href="#"><u>Consent of Deloitte &amp; Touche LLP (Mercury Parent, LLC financial statements).</u></a>
31.1*	<a href="#"><u>Certification pursuant to Securities Exchange Act Rules 13a-14 and 15d-14 of the Chief Executive Officer.</u></a>
31.2*	<a href="#"><u>Certification pursuant to Securities Exchange Act Rules 13a-14 and 15d-14 of the Chief Financial Officer.</u></a>
32.1*	<a href="#"><u>Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, of the Chief Executive Officer.</u></a>
32.2*	<a href="#"><u>Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, of the Chief Financial Officer.</u></a>
99.1*	<a href="#"><u>Financial Statements of Mercury Parent, LLC.</u></a>
101. INS*	Inline XBRL Instance Document
101. SCH*	Inline XBRL Schema Document

101.CAL*	Inline XBRL Calculation Linkbase Document
101.LAB*	Inline XBRL Label Linkbase Document
101.PRE*	Inline XBRL Presentation Linkbase Document
101.DEF*	Inline XBRL Definition Linkbase Document
104	Cover page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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+ Management contract or compensatory plan or arrangement.

\* Filed herewith.

***Item 16. Form 10-K Summary.***

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**THE PROVIDENCE SERVICE CORPORATION**

By: /s/ Daniel E. Greenleaf

Daniel E. Greenleaf  
Chief Executive Officer

Dated: February 27, 2020

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/S/ DANIEL E. GREENLEAF</u> Daniel E. Greenleaf	Chief Executive Officer and Director (Principal Executive Officer)	February 27, 2020
<u>/S/ KEVIN DOTTS</u> Kevin Dotts	Chief Financial Officer (Principal Financial Officer)	February 27, 2020
<u>/S/ SUZANNE G. SMITH</u> Suzanne G. Smith	Chief Accounting Officer (Principal Accounting Officer)	February 27, 2020
<u>/S/ CHRISTOPHER S. SHACKELTON</u> Christopher S. Shackelton	Chairman of the Board	February 27, 2020
<u>/S/ TODD J. CARTER</u> Todd J. Carter	Director	February 27, 2020
<u>/S/ DAVID A. COULTER</u> David A. Coulter	Director	February 27, 2020
<u>/S/ RICHARD A. KERLEY</u> Richard A. Kerley	Director	February 27, 2020
<u>/S/ LESLIE V. NORWALK</u> Leslie V. Norwalk	Director	February 27, 2020
<u>/S/ FRANK J. WRIGHT</u> Frank J. Wright	Director	February 27, 2020

March 3, 2020

To Whom it May Concern,

I am the director of the Parkersburg Treatment Center and our clients utilize Logisticare's services 365 days a year. They can and do arrange rides for our clients to receive services on Christmas Day, Thanksgiving Day, etc. They have instituted standing orders for trips so that our clients do not have to call weekly to arrange rides. They are able to schedule trips three months ahead so they do not have to worry if they will be able to get to services or not. If there is a problem, the facility liaison, Tiera Woods, is quick to respond and help find a solution to the problem.

Sincerely,



Catherine Van Verth Sayre, MA Psychologist, AADC  
Clinic Director



*Working toward success...  
One step at a time.*

---

**Tony Francis, *Executive Director***  
50 Clary Street ♦ Keyser, WV 26726  
304-788-3046 ♦ 304-788-1922  
Fax: 304-788-4745  
Email: [dcandw@frontier.com](mailto:dcandw@frontier.com)

**DATE: March 4, 2020**

### **LETTER OF SUPPORT**

**To Whom It May Concern,**

**LogistiCare has provided transportation to numerous members that attend the Developmental Center and Workshop, Inc. They have been an asset to our members by helping them overcome transportation issues that they face daily. LogistiCare has assisted members with different issues such as gas mileage reimbursement and fixed bus routes. They have provided dependable transportation that allows the individuals to be able to maintain employment opportunities and meet their daily living needs. We have not had any issues with LogistiCare and have been happy with their service. We hope to continue to work with the agency for the benefit of the members we serve.**

**Thank you,  
Nancy Baer, TRS  
Jessica Smith, PC  
Tony Francis, ED**





**Lifeline Addiction Specialist**

**550 N. Eisenhower Drive**

**Beckley, Wv 25801**

**Phone: 681-207-7105**

**Fax: 681-207-7385**

February 20, 2020

RE: Letter of Recommendation for Logisticare WV Transportation Broker

I am writing the letter to recommend the services of Logisticare. Lifeline Addiction Specialists, PLLC has worked with the company many times over the last two years. The company offers high quality services and I am satisfied with the transportation arrangements they make for our clients.

Logisticare works with multiple public transit agencies throughout West Virginia and coordinates with many health care facilities in order to facilitate NEMT services. The company inspects and monitors their vehicles in order to ensure the safety of their clients. I strongly recommend them as a manager for non-emergency medical transportation programs.

A handwritten signature in cursive script, reading "Jo Ann Smith", written over a horizontal line.

Manager

Lifeline Addiction Specialists, PLLC

550 North Eisenhower Drive

Suite B

Beckley, WV 25801



March 3, 2020

Crystal Richardson  
LogistiCare  
602 Virginia Street  
Charleston, WV 25301

Dear Crystal and the LogistiCare West Virginia Team:

Our Ronald McDonald House in Huntington, WV., appreciates all you do to provide NEMT lodging reimbursement for qualifying overnight stays for West Virginia Medicaid members who stay at our RMH. Your staff is always prompt, courteous, and professional; and payments are made in a timely manner. We realize that we are just one of many lodging facilities that you work with in addition to all of the drivers and health care facilities that you interact with, yet you treat us as if we are special. Your support helps our mission of providing families with seriously ill and injured kids the gift of togetherness near the medical care and resources they need.

Our RMHC families travel miles and hours away from home for their children to receive life-saving medical care. By having access to a comfortable bed, hot shower, and home-cooked meals, families can stay with their children during the duration of their medical care. This allows families to focus on what matters most: their children's health and well-being.

On behalf of all of our families, staff, volunteers, and our Ronald McDonald House, we thank you for giving families with sick and injured children the best medicine: each other! We look forward to continuing to work with LogistiCare for NEMT lodging reimbursements.

Sincerely,

Julie Childers  
Ronald McDonald House  
1500 17<sup>th</sup> Street, Huntington, WV 25701  
304-529-1122  
[www.RMHChuntington.org](http://www.RMHChuntington.org)



Our RMHC families appreciate all you do to help us help them. Thank you for your support!



**Ronald McDonald House Charities<sup>®</sup>  
of Southern West Virginia**

910 Pennsylvania Avenue, Charleston, WV  
(304) 346-0279 tel (304) 343-8385 fax

[www.CharlestonRMHC.org](http://www.CharlestonRMHC.org)

Dear Sir,

The Ronald McDonald House of Southern WV has worked with LogistiCare for the past year now. We send over our guest lodging to them for reimbursement. They have been great to work with. They employee around 100 people. They definitely need more people processing claims. They will come and pick up our guests, that we have here on Medicaid with no transportation and get them back home. LogistiCare has been a life saver for a lot of our families with no transportation.

Each month they receive around 51,000 calls. Arrange for people to be picked up doctors appointment or surgery and return them home after they are released from hospital. They monitor and pay nearly 100 transportation drivers. LogistiCare coordinates with more than 2,400 healthcare facilities across the state to facilitate NEMT, including over 2,000 standing orders. The Ronald McDonald House of Southern WV is hoping that you will renew your contract with LogistiCare.

Sincerely,

Terri Spinks  
Executive Assistant  
RMHC of Southern WV



### Service Agreement

Vendor name and address: Voiance Language Services, LLC ("Vendor") 2650 East Elvira Road, Suite 132 Tucson, Arizona 85756	Client name and address: SAMPLE FOR LOGICISTICARE RFP("Client")
Services:	<b>Exhibit</b> (Exhibit attached hereto if box is checked): <input checked="" type="checkbox"/> <b>A:</b> Over-the-Phone interpretation <input type="checkbox"/> <b>A -1:</b> ClearLink® Telephones <input type="checkbox"/> <b>B:</b> Translation and Localization <input type="checkbox"/> <b>C:</b> Interpreter Training and Assessments <input type="checkbox"/> <b>D:</b> On-Site Interpretation <input type="checkbox"/> <b>E:</b> Video Remote Interpretation <input type="checkbox"/> <b>E – 1:</b> Video Remote Interpreting Equipment <input type="checkbox"/> <b>F:</b> Facilities
Voiance Language Services, LLC:  By: _____  Print Name: _____  Title: _____  Date: _____	Client:  By: _____  Print Name: _____  Title: _____  Date: _____

**Introduction.** In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Formation.** This Service Agreement ("Agreement") is formed between Vendor and Client.
2. **Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services to Client and to any affiliate Facilities listed on Exhibit F.
3. **Payment.** Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor will provide Client a one percent (1%) discount when payment is made via ACH within 10 days of invoice date. Vendor's preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client's next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.
4. **Term and Termination.** This Agreement shall commence on the date by which: (i) all Parties have executed this document ("Commencement Date"), and (ii) a copy of the executed document has been delivered to Vendor; and shall

terminate three (3) years from the Commencement Date, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. On the initial termination date, and on each successive anniversary of that date, this Agreement shall renew for one year. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party. The "Termination Date" of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party's notice of termination to the other party, or (ii) the date on which Vendor terminates Client's access to Services.

**4.1 Survival.** Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses) and 20 (Arbitration).

**4.2 Termination for Non-Payment.** Vendor may suspend PIN(s) and terminate the account if payment is not received within 60 days of invoice date.

**5. Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

**6. Insurance.** Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

**6.1.** Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Damage (Rented Property)	\$1,000,000.00
Medical Expenses	\$10,000.00

**6.2.** Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$5,000,000.00
Worker's Compensation	\$500,000.00

**7. Limited Liability.** Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

**8. Background Checks.** Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who

shall perform any Services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of any felony or misdemeanor less than ten (10) years prior to becoming Vendor's employee (unless a lesser time period is required by law) involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has identified as having resided, worked or attended school in the searched time period. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Vendor on a case-by-case basis.

## **9. Confidentiality/Prohibited Uses.**

- 9.1. **Terms.** Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party's accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.
- 9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.
- 9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.
- 9.4. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client's prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.
10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.
11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.
12. **Cost of Living Increase.** The contracted pricing may be increased at each anniversary of the contract in accordance with the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers.



13. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.
14. **Marketing and Publicity.** Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.
15. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either Party may, in its sole and absolute discretion, terminate this Agreement upon the other party's breach or within ten (10) days of learning of the other party's breach. Any decision by either party to forego cancellation upon a breach by the other party shall not constitute a waiver of such party's right to terminate due to any subsequent breach.
16. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein, marked "Attn: Contracts".
17. **Equal Opportunity.** In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
18. **Entire Agreement.** This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.
19. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Arizona, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state and federal courts of Pima County, Arizona. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.
20. **Arbitration.** The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply Arizona law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing party in any such arbitration shall be entitled to an award of attorneys' fees, expert witness fees and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.
21. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.
22. **Force Majeure:** Notwithstanding any other provision of this Agreement, Vendor shall not be liable in any way for any loss, damage, delay or failure of performance resulting from any cause which is beyond Vendor's reasonable control, including, but not limited to fire, explosion, lightning, power surges or failures, acts of God and acts or omissions of communications carriers (including without limitation local exchange companies).
23. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

## **EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES**

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation (“OPI”) Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor’s standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor’s standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor’s telephone interface or Vendor’s ClearLink telephones by entering a valid PIN. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is solely responsible for the security of Client’s PIN and preprogrammed ClearLink telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN. Client is responsible for securing their DTFN if provided and, if any unauthorized charges occur Client must formally notify Vendor for research and credit consideration within forty-five (45) business days from date of invoice containing the unauthorized charges.

**Languages:** All available Vendor languages

**Pricing and Fees\*:**



## Monthly Client Summary Report



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## LogistiCare Report Card

Category	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
<b>NEMT Services</b>												
On-Time Arrival												
Travel Time On Board												
Average Wait Time												
3 Day Turn-Around												
10 Day Turn-Around												
<b>Transportation Validation Checks</b>												
Pre-Transportation Check												
Post Transportation Check												
Utilization Reporting Submission												
Suspected FWA and Misuse												
Vendor Deliverables Submission												
<b>NEMT Provider Reimbursement</b>												
30 Day Clean Claim												
Call Center Downtime												
<b>Call Center Performance</b>												
ASA - 3 Rings												
Average Wait Time - 5 mins after auto												
Average Abandonment Rate <5%												
<b>Training, Outreach and Education</b>												
Provider Training and Education												
Member Outreach, Education and Satisfaction												
<b>Driver and Vehicle Validation Checks</b>												
Driver Requirements Validation Checks												
Vehicle Inspection Requirements Checks												
<b>Unauthorized Changes</b>												
Unauthorized Changes												



## Provider Report Card

[illegible]



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Barbour											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Berkeley											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Boone											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Braxton											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Brooke											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Cabell											

## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Calhoun											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Clay											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Doddridge											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Fayette											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Gilmer											
Taxi-A											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Grant											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Greenbrier											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Hampshire											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Hancock											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Hardy											
Taxi-A											
Bus											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Gas Reimb											
Air											
Para-Lift-W											
Harrison											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Jackson											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Jefferson											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Kanawha											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Lewis											
Taxi-A											
Bus											
Gas Reimb											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Air											
Para-Lift-W											
Lincoln											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Logan											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Marion											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Marshall											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Mason											
Taxi-A											
Bus											
Gas Reimb											
Air											

## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
<i>Para-Lift-W</i>											
McDowell											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Mercer											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Mineral											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Mingo											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Monongalia											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Monroe											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Morgan											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Nicholas											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Ohio											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Pendleton											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Pleasants											

## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Pocahontas											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Preston											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Putnam											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Raleigh											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Randolph											
Taxi-A											

## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Ritchie											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Roane											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Summers											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Taylor											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Tucker											
<i>Taxi-A</i>											
<i>Bus</i>											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Gas Reimb											
Air											
Para-Lift-W											
Tyler											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Upshur											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Wayne											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Webster											
Taxi-A											
Bus											
Gas Reimb											
Air											
Para-Lift-W											
Wetzel											
Taxi-A											
Bus											
Gas Reimb											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
<i>Air</i>											
<i>Para-Lift-W</i>											
Wirt											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Wood											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											

## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van-Stretcher	Cost Ambulance	Cost Air
Wyoming											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
Outside State											
KY											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
MD											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
OH											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											
PA											
<i>Taxi-A</i>											
<i>Bus</i>											
<i>Gas Reimb</i>											
<i>Air</i>											
<i>Para-Lift-W</i>											



## County Level Detail Report

County	Net Trips	Total Mileage	<10 miles	11-25 miles	26-50 Miles	51+ Miles	Cost Ambulatory	Cost Wheelchair	Cost Van- Stretcher	Cost Ambulance	Cost Air
VA											

Draft





## Call Center Report - June 2019

[illegible]

## Full-Time Equivalent Customer Service Reps @ Beginning of Hour

WV Staffing LogistiCare Full-Time Equivalent Customer Service Representatives at Beginning of Hour																									
Day of Month	Date of Month	#####	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	#####	#####	#####	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	#####	#####
Sat	1																								
Sun	2																								
Mon	3																								
Tue	4																								
Wed	5																								
Thu	6																								
Fri	7																								
Sat	8																								
Sun	9																								
Mon	10																								
Tue	11																								
Wed	12																								
Thu	13																								
Fri	14																								
Sat	15																								
Sun	16																								
Mon	17																								
Tue	18																								
Wed	19																								
Thu	20																								
Fri	21																								
Sat	22																								
Sun	23																								
Mon	24																								
Tue	25																								
Wed	26																								
Thu	27																								
Fri	28																								
Sat	29																								
Sun	30																								
Mon	31																								



## R06-CSR Monitoring

[illegible]

Draft



Greeting	(Questions 1.1 - 1.3)	Professionalism (Questions 2.1 - 2.3)	Confidentiality (Question 3.1)				
<p>Draft</p>							







This image shows a full-page view of a piece of stationery designed to look like a notebook page. It features horizontal blue lines on a white background. The page is divided into two main color sections: a light pink upper half and a light blue lower half. A large, semi-transparent watermark with the word "craft" in a stylized font is placed diagonally across the middle. Along the very bottom edge, there are three identical black text elements: "#DIV/O!".

**#DIV/0!**



Call Management (Questions 4.1 - 4.9)

CSR Workflow

(Questions 5.1 - 5.3)

Draft





#DIV/0!

Hold Technique	(Questions 6.1 - 6.2)	Transfer Technique (Question 7.1)
	100.00%	100.00%
	75.00%	100.00%
	50.00%	100.00%
	100.00%	100.00%
	100.00%	100.00%
	80.00%	100.00%
	100.00%	100.00%
	90.00%	100.00%
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100.00%	100.00%
70.00%	100.00%
100.00%	100.00%
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100.00%	100.00%
100.00%	100.00%
90.00%	100.00%
100.00%	100.00%
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90.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
94%	100%





Quality	(Questions 8.1 - 8.2)	Closing	(Question 9.1)
	100.00%		100.00%
	100.00%		100.00%
	100.00%		100.00%
	90.00%		80.00%
	80.00%		80.00%
	90.00%		100.00%
	100.00%		60.00%
	100.00%		100.00%
	90.00%		40.00%
	90.00%		100.00%
	100.00%		100.00%
	100.00%		60.00%
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	100.00%		80.00%
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	100.00%		100.00%





100.00%	100.00%
100.00%	100.00%
90.00%	80.00%
100.00%	100.00%
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100.00%	80.00%
100.00%	100.00%
90.00%	100.00%
90.00%	80.00%
100.00%	100.00%
75.00%	100.00%
100.00%	100.00%
100.00%	100.00%
100.00%	60.00%
80.00%	100.00%
100.00%	80.00%
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
96%	91%



## Net Trips by Level of Service

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Total
<b>Level of Service</b>													
<b>Cab-A</b>												0	#REF!
<i>Standing Order</i>													
<b>Para-Lift-W</b>												0	#REF!
<i>Standing Order</i>													
<b>Bus</b>													
<i>Standing Order</i>													
<b>Air Lift</b>													
<i>Standing Order</i>													
<b>Gas Reimbursement</b>													

Draft

## Unduplicated Riders By Level of Service

		Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Total Averages
WV Medicaid	Taxi-A													
	Bus													
	Gas Reimb													
	Air													
	Para-Lift-W													
State Total														
Percent	Taxi-A													
	Bus													
	Gas Reimb													
	Air													
	Para-Lift-W													
State Total														
Eligible														
Total Eligibility Utilization (Total Unduplicated / Total Eligible)														

## Complaint Summary

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Total	Percent
Complaint Type														
LogistiCare Issue													0	#DIV/0!
Provider Late													0	#DIV/0!
Provider Driver Issue													0	#DIV/0!
Provider Vehicle Issue													0	#DIV/0!
Provider No-Show													0	#DIV/0!
Facility Complaint													0	#DIV/0!
Member Incident/Injury													0	#DIV/0!
Other Provider Issue													0	#DIV/0!

Draft

**Complaint Detail**

Complaint Number	Member Name	Member Number	Date of Complaint	Complaint Comments	Complaint Response	Complaint Against	Complaint Type Description	Complainant	Transportation Provider	Resolution Date	Trip ID
							LogistiCare Issue				
							Provider Late				
							Provider Driver Issue				
							Provider Vehicle Issue				
							Provider No-Show				
							Facility Complaint				
							Member Broken/Injury				
							Other Provider Issue				

Draft

## Denial Summary

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Total
Has access to vehicle													0
Non-covered service													0
Lacks Appropriate Timeframe Notice													0
Ineligible for Medicaid													0
Requires Ambulance													0
Refused Appropriate Transportation													0
Refused Assigned Provider													0
Not Have Medical Need													0
Authorization not Obtained													0
Out of Network w/o Authorization													0
Covered Under Another Program													0
Post-transportation Not Meet Criteria													0
Appointment Not Scheduled													0
Cannot Verify Medical Appointment													0
Lacking Documentation													0
Unable to verify Physical Address of Member													0



## Denial Detail

Member ID	Member Name	Member Address	Date of Denial	Trip ID	Denial Reason	Issued By

Draft

## Network Report

Provider	Level of Service Offered			Counties
	Ambulatory	Wheelchair	Combination A/W	

Draft



## R14-Scheduled Trip Requests Summary

Description	Total:	% of Authorized Trips
# of Trips set w/in 3 business days		
# of Trips set w/in 10 business days		
Total Number of Requested Trips		

Draft

R14-Scheduled Trip Requests Details

Trip Number	Appointment Date	Trip Status	Vehicle Mode	Vendor Name	Process Start Date	Process End Date	Completion Time (Days)

Draft

## R15-Provider Training Schedule

Total Trainings Completed: 1

Provider Name	Provider Code	Location	Training Completed	Date Completed	Trainer
Jim Williams	Will02	WV	PASS; Def Driving; First Aid Refresher	3/22/2018	TD

Draft

### Accident Incident

[illegible]



## R17-Biannual Member Satisfaction

Draft

## R18-Suspected FWA or Misuse

Draft



Draft



## R19-Annual Report

Draft







## Excessive Distance Report Summary

Description	Total
Number of Monthly trip legs that match criteria	

# of Instate Trip Legs (>125)	# Out of State Trip Legs (>30)	# of Denied Trip Legs ( Due to Mileage)	# Trips Requiring DVF

Draft



## Excessive Distance Report - June 2018

Medicaid ID	Lastname	First Name	Trip	Trip Leg	Trip Flag	Appointment Date	Pickup State	Drop Off State	One Way Miles	Distance Verification Form

Draft

## Excessive Distance Report Denied Trips

Medicaid ID	Lastname	First Name	Trip	Trip Leg	Trip Denied Reason	Appointment Date	Pickup State	Drop Off State	One Way Miles	Distance Verification Form

Draft

Draft

## R24-Multi-passenger Trip

Multi-Passenger Trip	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19
Total											

Draft



Aug-19	Total Averages

Draft



## R24-Multi-passenger Trip Detail

Date	Time of PU	Arrival Time	Travel Distance

Draft



## R25-Behavioral Health Transport

[Contents](#) | [A1](#)

Trip Reasons		# of Legs		Cost by Mode						Totals			
Reason Code	Code Description	Bus	Bus Cost	Cab	Cab Cost	Gas Reimbursement	GR Cost	ParaLift	ParaLift Cost	Legs	% BH Trip Legs	Miles	Trip Cost
62	BEHAVIORAL HEALTH												
29	COUNSELOR,PSYCHOLOGIST,SOCIAL WORKER												
64	DAY TREATMENT PROGRAM												
53	DRUG REHABILITATION												
28	PSYCHIATRIST												
<b>Total</b>	<b>Total</b>	0	0	0	0	0	0	0	0	0	0.00%	0	0

Draft

# Dan Greenleaf

PRESIDENT AND CHIEF EXECUTIVE OFFICER

## EXPERIENCE

### LogistiCare Solutions LLC /Providence

*President and Chief Executive Officer*

2019 – Present

- Develops high quality business strategies and plans ensuring their alignment with short-term and long-term objectives
- Developed a high performing executive team to lead and motivate subordinates to achieve company goals and advance employee engagement
- Oversee all operations and business activities to ensure departments meet or exceed the desired results and are consistent with the overall strategy and mission
- Oversees performance on all LogistiCare contracts to guide overall project success
- Ensures all programmatic components are operating as planned and contracted
- Develops key client relationships with NET/NEMT stakeholders, including Medicaid Directors, Health Secretaries/Commissioners, and Governors

### Greenleaf, LLC

*Managing Director*

2012 – Present

Providing expertise through consulting and advisory services to several blue-chip private equity firms in healthcare services

### BioScrip, Inc.

*President and Chief Executive Officer*

2016 – 2019

- Former president and CEO with oversight for 70 locations including 54 ambulatory infusion centers, 2,100 teammates, and \$800 million in revenue.
- Led successful merger (August 2019) with Option Care which created the largest home healthcare services company with pro forma revenue and EBITDA approaching \$3 billion and \$300 million, respectively.

### Home Solutions

*Chairman and Chief Executive Officer*

2013 – 2016

### Coram Healthcare

*President and Chief Executive Officer*

2008 – 2012

- Led Coram to become the industry leader in home infusion and one of the top performing healthcare companies in the U.S.
- Under his leadership, valuation of the company increased from \$350 million to \$2.1 billion.

## EDUCATION

### Denison University

*Bachelor's Degree, Economics*

### University of Miami

*Master of Business Administration (M.B.A.), Health Administration*

# Albert Cortina

ACTING CHIEF OPERATING OFFICER

## EXPERIENCE

LogistiCare Solutions, LLC

*Acting Chief Operating Officer*

2019 –Present

- Responsible for company operations.
- Ensures that financial, customer service, and provider network development goals are achieved
- Oversees key financial and operational aspects of LogistiCare's transportation management projects
- Manages encounter information and all performance and financial compliance audits
- Provides important input into the company's business development and growth strategies.

*Chief Administrative Officer 2007-2019*

Provides strategic direction in request for proposal responses, oversaw underwriting, rate setting for new business and existing client contracts. Had direct oversight over finance, accounting and network claims management; contract development, negotiations and implementation; underwriting and contract trend reporting; system and process optimization analysis; centralized facility and purchase management, contract compliance and risk management. Also provided important input into the company's business development and growth strategies. Involved in client and transportation provider compliance activities, including claims management. Managed all pre-delegation, annual program and financial client audits and monthly financial client reporting. Oversaw various utilization management programs. Participated in developing internal software functionalities, service enhancements and cost savings through improved technology. Assisted in business implementation efforts and client relationship building.

*COO and Executive Vice President for Operations 2000-2007*

Responsible for company operations. Ensured that financial, customer service, and provider network development goals were achieved. Directly managed regional operations directors and corporate technology support units. Participated in staffing and managing of new business implementation teams. Develop pricing for both client contract as well as subcontracted vendors. Assisted CEO in development of overall growth, enhancements and development strategies.

*Controller / Executive Vice President – Finance and Strategic Planning 1997 – 2000*

Responsibilities ranged from setting up financial, operational systems to relocating financial services to Georgia. Represented organization through the State budgeting and legislative sessions and sub-appropriations committees. Prepared presentations for quarterly board meetings. Developed transportation agreements, negotiated rates with governmental and providers. Monitored transportation costs and assisted in developing a strategic plan that allows for additional utilization within same cost structure.

Premier Practice Management/CareMark, San Diego, CA/Chicago, Illinois,  
*Chief Financial Officer*

1992-1997

Responsibilities ranged from setting up financial and operational systems of a startup company for over 85 physician and consolidation of similar functions. Developed Physician Compensation Committee standards for establishing base and bonus compensations. Developed a Practice Acquisition Model and Financial Due Diligence checklist. Negotiated all aspects of acquiring new practices. Participated with the CEO, Medical Director and Chairman in the development of business initiatives.

## EDUCATION

Florida State University (Tallahassee, Florida)

*B.S. Accounting*

*Certified Public Accountant, GA*

*Certificate* [REDACTED]



# Jody Kepler, J.D., LL.M.

CHIEF COMPLIANCE OFFICER

## EXPERIENCE

LogistiCare Solutions, LLC

*Chief Compliance Officer*

2019 – Present

- Works in conjunction with Chief Ethics Officer to lead program integrity and anti-fraud, waste, and abuse efforts, including the Special Investigations Unit and Compliance Committees
- Manages company's regulatory compliance, privacy, and security
- Corporate subject matter expert for compliance
- Oversees the development, implementation, maintenance of, and adherence to privacy policies and procedures regarding the safe use and handling of protected health information (PHI) in compliance with federal and state HIPAA regulation.
- Ensures that operations develop and maintain key metrics monitoring compliance with any area considered to be of high risk.

Tenet Healthcare (Dallas, TX)

*Senior Regulatory and Operations Counsel*

2019 – 2020

- Primary advisor to Tenet's twelve California hospitals regarding Federal and State regulatory obligations including Anti-Kickback, Stark, HIPAA, Federal and State Conditions of Payment, and Department of Health Regulations
- Directed investigations and remediation of attorney client privileged compliance matters for California hospital region and Southeast Tenet Physician Resources, Tenet's physician employment entity
- Served as operations counsel for two Michigan facilities which involves oversight of contracting, joint venture arrangements, marketing and day-to-day legal management
- Corporate subject matter expert for pharmacy law and Federal guidance for compliance departments

BioScrip, Inc (Denver, CO)

*SVP, Chief Compliance and Privacy Officer*

2016 – 2019

- Managed Corporate Compliance Program for consistency with Federal guidance on effective compliance programs and conducted ongoing assessments of the program pursuant to HCCA-OIG Measuring Compliance Program Effectiveness
- Served as company's Privacy Officer, wrote HIPAA policies and managed Federal and State reporting obligations

- Developed Privacy, Compliance and Fraud, Waste and Abuse trainings for Learning Management System, and provided company-wide and small group training
- Advised Executive Management and Board regarding company's regulatory obligations and participated in acquisition due diligence
- Created pharmacy audit tool and managed team that conducted 53 on-site audits annually
- Partnered with sales and operations teams to discuss compliance considerations before, during and after implementation of initiatives
- Provided subject matter expertise on Medicare reimbursement for government relations team
- Conducted investigations based on reports submitted to EthicsPoint and other reporting systems, and monitored remediation
- Responded to Medicare and Board of Pharmacy inspections and payor inquiries about the company compliance program and activities
- Drafted and negotiated HIPAA Business Associate Agreements, and compliance provisions for payor agreements, data sharing agreements, supply contracts and clinical office space leases

#### Coram LLC dba Coram CVS/specialty infusion services (Denver, CO)

##### *Executive Advisor, Legal Counsel – Infusion*

2011 – 2016

- Advised management and field regarding Anti-Kickback, Stark, HIPAA.
- Company resource for Medicare Manuals, government contractor rules, local coverage determinations and claims and billing matters
- Represented company at ALJ level audit hearings
- Conducted ethics and compliance investigations in conjunction with Compliance Officer
- Managed and settled concerns of patients bringing legal claims
- Negotiated business associate agreements and data access agreements
- Advised contracting team regarding regulatory issues in health plan contracts
- Oversaw Medical Director Agreements and invoice compliance
- Responded to payor attestations
- Reviewed internal and external marketing materials and research papers
- Managed records requests and improper disclosure investigations teams

#### The Colorado Health Foundation (Denver, CO)

##### *Contracts / Compliance Project Manager*

2009 – 2011

- Designed Corporate Compliance Program, identified Federal and State laws applicable to the non-profit's joint venture and drafted compliance policies and procedures
- Reviewed and revised corporate contracts including physician employment agreements

Holme Roberts and Owen LLP (Denver, CO)

*Attorney*

2009 – 2011

- Assisted physicians with business practices after federal inquiries and investigations
- Structured physician joint venture arrangements for Anti-Kickback and Stark compliance
- Organized professional entities and assisted with operational matters
- Advised organizations regarding their property and sales tax obligations
- Obtained favorable I.R.S. private letter rulings
- Drafted clinical trial, employment and operating agreements, and medical office leases
- Drafted and submitted Medicare enrollment applications
- Advised medical group practices regarding marketing and fundraising practices

Robinson and Diss, P.C. (Denver, CO)

*Associate Attorney*

2003 – 2007

- Designed Corporate Compliance Program, identified Federal and State laws applicable to the non-profit's joint venture and drafted compliance policies and procedures
- Provided Anti-Kickback and Stark analysis of medical joint ventures
- Drafted professional service agreements, medical director agreements and employment contracts
- Provided business planning for partnerships, corporations and foundations from organization to dissolution
- Drafted medical expense reimbursement plans, operating agreements, purchase and sale agreements and compensation plans
- Advised clients and firm partners regarding advanced medical directive regulations
- Consulted with clients regarding deferred compensation and health savings accounts

## EDUCATION

University of Denver, Graduate Tax Program, Sturm College of Law (Denver, CO)

*LL.M. in Taxation*

2003

Southern Methodist University, Dedman School of Law (Dallas, TX)

*J.D.*

2001

University of Texas Southwestern Medical Center (Dallas, TX)

*B.S. Nutrition*

1994 – Class President

# Julie A. Correll

CHIEF ETHICS OFFICER

## EXPERIENCE

LogistiCare Solutions, LLC

*Chief Ethics Officer*

2018 – Present

- Implements and oversees all Medicare / Medicaid program integrity compliance activities, including drafting policies and procedures and developing the code of conduct and related training.
- Lead and oversee ethics investigations, prepare ethics and program integrity risk assessments and risk mitigation work plans, manage auditing and monitoring activities, and work with the company's clients and law enforcement on issues involving fraud, waste, and abuse.
- Created Special Investigations Unit to detect, investigate, mitigate, and prevent fraud, waste, and abuse. Drafted HIPAA policies and procedures, developed workforce HIPAA privacy and security training

*Associate General Counsel and Ethics & Compliance Officer*, 2013-2018

- Established and developed company's first comprehensive corporate Compliance function.
- Chaired Compliance and Executive Compliance Committees and lead Compliance Department
- Implemented and oversaw all Medicare and Medicaid Program Integrity compliance activities, including drafting policies and procedures and developing and approving training and educational materials
- Managed company's ethics hotline and helpdesk and conducted or oversaw investigations and responses, from intake through issue resolution. Completed all client and government agency attestations and certifications of compliance, and managed client and government compliance audits and inquiries
- Conducted and oversaw whistleblower investigations, prepared reports, and advised executive leadership team on appropriate responses
- Participated as a member of parent company's compliance committee, including assisting parent's Chief Compliance Officer with reports to board of directors' audit and nominating & governance committees
- Drafted, initiated, and prepared ethics and compliance risk inventories, assessments, and annual work plans, including managing auditing and monitoring activities
- Supported corporate field services and credentialing departments with all aspects of contract and legal compliance with state and managed care organization service agreements. Implemented and oversaw annual network transportation provider compliance program, including program integrity and HIPAA education and ongoing monitoring and issue-specific validation audits

- Worked with clients' compliance officers and investigators and agency and law enforcement personnel on issues and cases involving fraud, waste, and abuse. Assisted business development and client services departments with sales presentations and responses to requests for proposals
- In continued legal advisory capacity, drafted, reviewed, and negotiated contracts, licenses, and confidentiality agreements. Provided legal support and advice to all company departments, with particular expertise in information technology, intellectual property, and employment practice areas

#### *Assistant General Counsel and Deputy Compliance Officer, 2016 - 2017*

- Assisted company's General Counsel with all facets of compliance activities listed above, including providing business unit leaders with strategy and advice on response to increased governmental agency and client scrutiny and augmented compliance program requirements
- In continued legal department role, conducted comprehensive review of LogistiCare's portfolio of Medicaid contracts and prepared detailed, indexed legal, financial, and operational summaries with contract citations and created an integrated, searchable database
- Researched and drafted legal memoranda and provided advice on numerous and diverse legal issues, including Medicare/Medicaid regulations and compliance, contracts, public procurements, intellectual property law, employment issues, disability law, antitrust, and transportation laws and regulations

#### *Assistant General Counsel, 2014 – 2016*

- Assumed sole responsibility for reviewing, drafting, and negotiating company's intellectual property and information technology-related contracts and licenses. Managed company's trademark portfolio, including reviewing research reports and directing outside counsel in branding, registration, and policing activities. Visited multiple company operations to conduct risk assessments and evaluation of allegations of ethics violations and misconduct
- Conducted extensive employee interviews and prepared detailed reports of on-site ethics investigations for human resources and legal departments. Researched and drafted contract award protests and prepared responses to state agencies

#### *Legal Consultant, 2013 – 2014*

- Supported General Counsel and legal department with legal research, writing, and investigative activities and projects, including contract review and drafting, risk evaluation, and on-site investigations and operations reviews

**Coastal Forest Resources Company / Coastal Lumber Company***Of Counsel***2003 -2012**

- Performed extensive legal research and analysis of contracts, employee benefits, insurance, safety, regulatory compliance, and intellectual property issues
- Drafted related legal memoranda, agreements, and correspondence
- Conducted exhaustive medical claims analysis leading to overhaul of health benefits plan and implementation of cutting-edge health management process.
- Established a “business status hotline” and served as point of contact for employees, government agencies, vendors, suppliers, and customers during complex restructuring and sale of business

**EDUCATION****Loyola University Chicago School of Law (Chicago, Illinois)***J.D., Law Journal Editor, Student Articles***1990****B.A., Northern Illinois University (DeKalb, Illinois)***B.A. With University Honors, Magna cum Laude***1986****Law License***Licensed to Practice Law in Illinois and Virginia**Certified in Healthcare Compliance (CHC)*



# Kathryn Stalmack

GENERAL COUNSEL

## EXPERIENCE

LogistiCare Solutions, LLC

*General Counsel*

2019 – Present

- Oversees all legal matters relevant to the company including contracting, litigation, and regulatory compliance
- Responsible for Company's Code of Conduct and Compliance and Ethics Program and Training

BioScrip, Inc. (NASDAQ: BIOS)

*Senior Vice President, General Counsel and Secretary*

2015 -2019

- Advised and represented all levels of the organization on securities compliance and investor relations, corporate governance, mergers and acquisitions, strategic initiatives, litigation and risk management, healthcare regulatory, antitrust, contracts and human resource matters; reduced legal spend by \$5 million first full year by hiring a new legal team and managing outside counsel; designated Chairperson of BioScrip's strategic plan (Vision 2020); deeply involved in political and lobbying efforts for the Company to achieve a critical amendment to the 21st Century Cures Act.
- Advised Board of Directors and Executive Leadership Team on various matters including diligence, drafting, negotiation and board review and authorization for a number of strategic initiatives, including secondary public offering, mergers and acquisitions and debt finance activity
- Reviewed and advised management regarding quarterly and annual securities reporting (Forms 10-K and 10-Q), current reporting requirements (Form 8-K), press releases and other investor communications
- Developed strategies and recommendations to executive management team and business development team to mitigate business and legal risk
- Partnered with compliance, regulatory, labor and employment, contracting, sales and operations team to achieve business objectives
- Chairperson of BioScrip's Vision 2020 strategic plan to achieve record EBITDA growth
- March 2019: Announcement of definitive merger agreement with Option Care Enterprises, Inc., creating the leading independent provider of national home infusion services.
- Spring 2018: Evaluation of several confidential strategic opportunities
- June 2017: \$300 million refinancing of the Company's senior credit facility and priming credit facility with new first and second lien notes facilities and \$16 million private placement in deal led by funds managed by Ares Management, L.P.

- March 2017: \$5 million private placement to Venor Capital Management LP and affiliated funds
- January 2017: Amendment of company's senior credit facilities and additional of \$25 million priming facility with exiting company lenders
- June 2016: \$85 million acquisition of Home Solutions financed with \$90 million equity capital raise
- October 2015-June 2016: Exploration of various strategic alternatives, resulting in the sale of certain non-core assets, transition of certain lines of business and marketing process for potential sale or merger of company

#### Operational Legal Support:

- Managed outside counsel representing the Company in healthcare regulatory, professional, employment and commercial liability matters
- Advised the Company's sales and operations teams on compliance with Anti-Kickback Statute, Stark Law, HIPAA and other healthcare regulations
- Advised human resources regarding non-compete, FLSA, employment discrimination and other legal matters
- Advised finance department regarding company's material debt agreements and other matters
- Led and/or oversaw investigations into securities, general corporate, patient adverse events, prelitigation, and cyber security matters
- Reviewed high risk supply chain, real estate, sales and other commercial agreements for compliance with state and federal regulations
- Coordinated and advised on stock, option and other equity awards under company's equity incentive plan

#### Polsinelli PC, Chicago, Illinois

*Shareholder/Partner*

2008 – 2015

- Developed health care business structures to achieve strategic goals, including hospital/physician alignment strategies to improve the quality and cost effectiveness of care
- Served as outside healthcare regulatory counsel to national clients, including pharmacies, hospitals, long term care communities, post-acute providers, and home health agencies
- Oversaw strategic development and execution of client response to investigations and inspections by state and federal agencies across the country, including Boards of Pharmacy, Food and Drug Administration, Drug Enforcement Administration, Department of Public Health, State Attorneys General, and Bureau of Dangerous Drugs and Narcotics
- Prevented legal action against various health care providers by state and federal agencies including orders to cease and desist operations, impose probation, and issue penalties

- Developed business plans executing change in operations for hospitals, pharmacies and other health care providers to comply with applicable state and federal law
- Advised health care providers on a wide range of issues including managed care contracting, federal and state anti-kickback statutes, False Claims Act, Stark, HIPAA, Medicare and Medicaid issues, and health care payment reform

**Donohue Brown Mathewson & Smyth LLC, Chicago, Illinois**

*Attorney at Law*

2003-2007

- Defended clients in health care regulatory and litigation matters including medical malpractice and product liability claims against hospitals, physicians and other providers
- Developed litigation strategy for product liability matters involving medical devices
- Executed client response to avoid enforcement actions arising from a wide variety of regulatory and compliance issues

## EDUCATION

**Loyola University Chicago School of Law (Chicago, Illinois)**

*Juris Doctor*

May 2001

**Miami University (Oxford, Ohio)**

*Bachelor of Science Major: Education Minor: Psychology*

May 1998

**Bar Admissions**

*Illinois State Bar*

2001

*United States District Court, Northern District of Illinois*

2001

*Colorado State Bar*

2016

# Walt Meffert

CHIEF INFORMATION OFFICER

## EXPERIENCE

LogistiCare Solutions, LLC

*Chief Information Officer*

2020 – Present

- Oversees both technology and telephony systems
- Responsible for establishing and executing the company's vision for the industry, leading administrative and technology solutions focused on the delivery of an excellent customer experience across all LogistiCare's business areas.

VERSANT HEALTH (Formerly HVHC, Davis Vision, Superior Vision) (San Antonio, TX)

*Executive Vice President and Chief Information Officer*

2015 – 2019

Retained by new private equity owner to concurrently manage internal IT shared services organization and build revenue- generating IT service delivery division's operating technology infrastructure, security, support and solutions for Visionworks. Managed 300+ employees / consultants across multiple locations.

- Built IT service delivery organization in just 4 months and established service agreement with Visionworks following divestiture from Versant. Generated \$9M in annual revenues and never missed a single SLA or KPI
- Delivered \$6.5M in IT synergies by creating and executing roadmap to integrate IT of Davis Vision with Superior Vision
- Slashed yearly performance guarantee penalty payments from \$500K+ to \$7K for one customer alone by launching consolidated EDI process for all enrollment and claims processing activities across multiple disparate systems
- Enabled 18% revenue growth to \$2B+ and reduced annual IT operating costs 50% to \$35M (aggregated figures for Versant and Visionworks) by optimizing processes, rationalizing IT platforms and utilizing cloud computing platforms and services
- Instituted standards and put ITIL controls and processes in place for all enterprises
- Implemented ITSM tools, establishing process for IT and corporate governance Became foundation for call center and operational business processes
- Passed all regulatory audits, including HITRUST, SOC I, SOC II, HIPAA, PCI 3.1, and others yearly with zero issues

**HVHC (Acquired by Versant Health) (San Antonio, TX)***Executive Vice President and Chief Information Officer*

2015– 2017

Oversaw joint IT shared services and operations for Davis Vision (managed vision care provider with 22M members) as well as Visionworks (operator of 750 optical retail centers nationwide). Led 300+ employees and consultants across multiple locations.

- Created / executed strategy with over 250 simultaneous workstreams, completely separating IT systems, infrastructures, manufacturing, distribution, labs, operations and call centers of Davis Vision and Visionworks within 4 months
- Revamped Davis Vision's enrollment processing systems, eliminating outages lasting up to 2 weeks during critical customer enrollment periods to deliver 99.99% systems availability
- Launched Visionworks' 1st e-commerce capabilities and developed customer-facing mobile app, enabling Davis Vision members to check benefits, plan allowances, status of submitted claims and payments, and more
- Supported 21%+ revenue growth from \$1.4B to \$1.7B within 2 years while keeping IT operating costs flat
- Cut software development time 50% while decreasing quality issues 55% by introducing agile and DevOps methodologies
- Achieved customer satisfaction metrics from 1.5 to 3.67 (4.0) and 2x improvements to all key call center KPI's
- Implemented new Point-of-Sale, Electronic Medical Records, EIM, data management, analytics, and BI reporting systems
- Played instrumental role in sale of Davis Vision to private equity firm for \$770M at P/E ratio of 10X in 2017

**HANGER (Austin, TX)***Chief Information Officer (CIO)*

2010 – 2015

Revamped entire IT systems and infrastructure to enable automation of processes.

Virtualized IT organization to drive efficiencies and increase systems availability across 800 locations with 1M+ annual patient visits. Led \$51M annual operating budget and \$12M in annual capex while managing 140+ employees.

- Executed 5-year business and digital transformation strategy that enabled paperless environment
- Generated \$25M in incremental annual revenues by creating e-commerce platform with B2B / B2C functionality
- Launched industry's 1st electronic health records (EHR) system, delivering estimated \$50M+ annual savings
- Implemented organization's 1st collaboration platforms, facilitating communications across 800 health clinics
- Played key role in M&A activity, leading due diligence and post-merger integrations for ~30 acquisitions annually

- Evaluated all strategic partner relationships and renegotiated all telecom, software and hardware contracts with an average savings of 40% translating to 10M+ in annual savings

## EDUCATION

Johns Hopkins University (Baltimore, MD)

*Master of Science (MS), Computer Science*

University of Maryland Baltimore County (Baltimore, MD)

*Bachelor of Science (BS), Computer Science*

## CERTIFICATIONS

ITIL Version

3 Certified GE Six Sigma Green Belt

GE Edison Engineering Program



# Kevin M. Dotts

CHIEF FINANCIAL OFFICER

## EXPERIENCE

LogistiCare Solutions, LLC, Atlanta, GA

*Chief Financial Officer*

2018 – Present

- Leads a team of over 60 professionals in the areas of Finance and Accounting, Treasury, Tax, Investor Relations, Operations Finance, Procurement, Pricing and Contract negotiations, and Business Intelligence
- Responsible for team of 170 individuals who process transportation provider claims

Fusionconnect, Atlanta, GA

*Chief Financial Officer and EVP*

2017 - 2018

- Led a team of over 75 professionals in the areas of Finance and Accounting, Treasury, Tax, Investor Relations, Operations Finance, and Procurement
- Interim CEO during period of transition prior to merger with responsibility for all operations and administration
- Financially led merger and ~\$700M recapitalization, including incremental \$71.5M acquisition of MegaPath (closed 6/15/18). Additionally, carved out \$100M consumer business.
- Recruited top finance talent to overhaul financial decision support and controllership
- Established and improved core financial practices to ensure liquidity, covenant compliance, controllership, factual and quantitative decision support, etc.
- Originally hired to lead covenant amendment and incremental term loan capital raise within 10 weeks of start date

Internap Corporation (NASDAQ:INAP) , Atlanta, GA

*Chief Financial Officer*

2012 – 2016

- Led a finance team of 80 professionals located in US and Canada responsible for Controllershship / SEC Reporting, Treasury, Tax, Investor Relations, Internal Audit, Financial Planning and Analysis, Procurement, Real Estate and facilities, Information Technology and Security, and Corporate Development.
- Finance leader during period of double-digit revenue growth, while managing cost structure leading to highest company Adj. EBITDA and EBITDA margin results in corporate history as well as levered free cash flow positive
- Led corporate development responsibilities during “strategic alternatives” process
- Led due diligence responsibilities for \$145 million acquisition of iWeb, based in Montreal, Canada

- Led the \$350 million balance sheet recapitalization (\$300 million Term Loan B and \$50 million Revolver) in support of acquisition as well as INAP's inaugural issuance of Moody's and S&P ratings and debt investor road show
- In support of its double-digit core growth products, led gap remediation of PCI-DSS and HIPAA/HITECH compliance as well as improved corporate network security (served as INAP's Corporate Information Security Officer)
- Overhauled Financial Planning and Analysis talent and process to stabilize forecast process and improve financial leadership impact with fact-based decision support capability

### Culligan International

*Chief Financial Officer and EVP*

2011-2012

- Engaged by company leadership of a Clayton, Dublier, and Rice portfolio company to financially lead heavily leveraged enterprise on an extremely tight project timeline through various elements of a corporate restructuring that successfully led to a sale to Centerbridge Partners in 2012
- Responsible for identifying and the execution of the elimination of ~\$20 million of corporate expenses
- Led team of ~300 individuals across North America, Europe, and South America responsible for Controllershship, FP&A,
- Information Technology, Treasury, Internal Audit

Gas Turbine Efficiency, PLC (Londo AIM: GTE), Atlanta, GA / London, UK

*Technology provider of advanced gas turbine engineering services sold to John Brown Ltd.*

*Chief Financial Officer (Interim) & Director*

2010 - 2010

Engaged to replace CFO on interim basis, stabilize cash planning and raise incremental bridge loan

## EDUCATION

Drexel University (Philadelphia, PA)

*Bachelor of Science, Dual Major: Finance and Computer Systems Management*

## Specialized Training

- Graduate of GE's Corporate Audit program, Financial Management Program (FMP), Six Sigma Greenbelt Certification, and other GE Leadership Curriculum classes, including Global Business Managers Course

## Professional Affiliations

*Advisory Board Member - Atlanta CFO Roundtable (UGA Terry College of Business)*

# Laurel Emory

SENIOR VICE PRESIDENT OF HUMAN RESOURCES

## EXPERIENCE

LogistiCare Solutions, LLC (Atlanta, GA)

*SVP, Human Resources*

2020 – Present

- Directs and coordinates with the local office on human resources activities such as hiring, employment, compensation, employee and labor relations, benefits training, and employee services
- Develops policy and advises on HR policies, regulations, and standards
- Oversees ethics investigations, prepares ethics and compliance risk assessments and risk mitigating work plans, manages auditing and monitoring activities and works with clients and law enforcement on FWA cases.

Building Champions (Lake Oswego, OR)

*Executive Coach*

2014 – 2020

- Chosen as an executive coach to work with business executives and businessowners at Bayada, Bristol-Myers Squibb, ChenMed, Chick-fil-A, Coastal Farm, Daimler, Envision Physician Services, Habitat for Humanity, Kaiser Permanente, Nike, UCSF Health, and multiple medium and large companies. Assisted leaders and organizations with goal setting and developing specific action planning and strategies in the following areas:
  - Vision Clarification & Planning
  - Business & Strategic Planning
  - Self-Efficacy & Human Agency
  - People, Leadership, & Organizational Development
  - Team Building & Team Dynamics
  - Cross-Cultural and Cross-Generational Team Leadership
  - Organizational Behavior & Diagnosis
  - Change Management
  - Priority & Time Management, Productivity, Organization, & Delegation
  - Organizational Communication

Owner and Content Creator (Denver, CO)

*Impress the Boss*

2018 – Current

- Helping employees to develop so that they can make an impression, demonstrate their worth, expand their influence, and enjoy their job

## Emory Consulting and Coaching (Cambria, CA)

### *Principal*

2013 – Current

- Providing consulting and coaching services to companies and their executives in the areas of Organizational Leadership, Strategy, Communication, Culture, and Change

## Coram Specialty Infusion Services (Denver, CO)

### *Chief of Staff / Director and Strategy and Special Projects*

2009 – 2012

- Chosen as a senior leader for the \$1B Blackstone Group portfolio company to direct, monitor, and contribute to special/strategic projects, as well as to provide advice, support, guidance, assistance, coordination, collaboration, and leadership on initiatives for the Chief Executive Officer and leadership team.
- Key Organizational Accomplishments During Tenure – \$1.2B valuation increase; \$350mm+ revenue increase; 250% EBITDA increase; 12% compounded annual growth rate in sales; 96% patient satisfaction; 240,000 patients served with excellence
- Process Leadership – Led corporate projects with McKinsey, RHR International, Gartner, and other top tier consulting firms, which led to significant business transformation and organizational growth
- Business Opportunity Analysis – Led mapping, demographic analysis, and location sourcing for site expansion strategy resulting in three new locations seeing a return on investment in less than three years. Oversaw key work stream responsibility for merger and acquisition due diligence
- Business Strategy – Responsible for key strategic projects designed to deliver results and create organizational development and advancement that required creation and oversight of cross-functional teams. Re-designed the operating model, inclusive of product and location rationalization, for parent company, Apria Healthcare
- Board of Directors Presentations – Created all quarterly report presentations for the Blackstone Group Board of Directors, along with corresponding documentation and necessary preparation for the Chief Executive Officer. Led presentations to the Chairman of the Board
- Organizational Communication – Wrote all internal and external communication (i.e., video, email, press releases, web and intranet content, and newsletters) from the Chief Executive Officer
- Leadership Advisor – Provided timely and sage advice, and guidance to the Chief Executive Officer to ensure organizational success. Represented executive team in interactions with staff, committees, and community leaders, communicating desired messaging and building relationships. Championed and established a standard of excellence by exhibiting personal integrity and encouraging collaboration and innovation

## EDUCATION

Regent University (Virginia Beach, VA)

*Doctor of Philosophy, Organizational Leadership and Human Resource Development*

University of Miami George Fox University (Newberg, OR)

*Master of Business Administration - Summa cum laude*

San Jose Christian College (San Jose, CA)

*Bachelor of Science, Theology – Cum laude*

# Chris Echols

EXECUTIVE VICE PRESIDENT [IMPLEMENTATION EXECUTIVE SPONSOR]

## EXPERIENCE

LogistiCare Solutions LLC (Atlanta, GA)

*Executive Vice President, Contracts and Pricing*

2019 – Present

- Responsible for contract pricing, underwriting, analysis, client reporting, and contract audits
- Maintains oversight of LogistiCare's operational performance in the states of Virginia and West Virginia
- Provides leadership support for LogistiCare's Account Management and Credentialing Departments

*Senior Vice President of Operations –Atlantic Region*

2008 – 2019

- Oversaw operations in the Atlantic Region (NJ, DE, PA, VA, and MI), with multiple contracts valued at over \$350 M and a combined staff of nearly 700 employees
- Managed various types of NEMT contracts: fully-capitated state Medicaid, administrative services only (ASO) state Medicaid, MCO Medicaid, MCO Medicare, MCO MLTC, MCO Duals
- Successfully implemented new NEMT operations in Michigan and New York City
  - First NEMT brokerage with the state of Michigan (Detroit metro area)
  - Managed Connecticut's transition from a fully capitated NEMT program to an ASO model

TNS Global (Atlanta, Georgia)

*VP / Operational Finance*

2002 – 2008

- Responsible for the financial and operational management of the TNS North America Financial Services Division
- Supported the Financial Services SVP and six account executives in all aspects of operations, budgeting, sales forecasting, pricing, and cost analysis
- Developed an internal reporting package for senior managers and account executives
- Significantly improved the forecasting and budget models, resulting in more accurate and timely reporting
- Performed due diligence for acquisition targets
- Trained account executives on sales forecasting software and budgeting templates
- Worked with a team to successfully reorganize four accounting departments into one Shared Services Center and harmonize processes across all TNS companies in the US and Canada; migrated legacy accounting systems to an Oracle enterprise system



## EDUCATION

Georgia Institute of Technology (Atlanta, GA)

*Bachelors of Science in Management (Accounting)*

*Certified Public Accountant (Non-active license)*

1992

The President and Faculty  
of  
The Georgia Institute of Technology

To all to whom these presents may come, Greeting: Whereas

**William Christopher Echols**

has completed all the requirements for Graduation, now, therefore, We, under  
the authority vested in us, do hereby confer the degree of

**Bachelor of Science in Management**

with all the rights, privileges and honors, thereunto appertaining.  
In witness whereof, the signatures of the Chancellor of the University System,  
the President and the Registrar of The Georgia Institute of Technology are  
hereto subscribed, and the seal of the Institute is affixed.

Given at Atlanta on the thirteenth day of June, nineteen hundred and ninety-two.

*H. Lewis Bryant*



*J. D. C.*

*Frank E. Rapier*

# Ann Atwater Bourne

IMPLEMENTATION PROJECT MANAGER

## EXPERIENCE

LogistiCare Solutions LLC (Atlanta, GA)

*Implementation Project Manager*

2020 – Present

- Ensure the successful implementation of LogistiCare Circulation full suite of integrated services
- Organize and supervise a team of project managers and associates on each project ensuring the appropriate tactics are used to affect the best possible outcomes
- Develop strong relationships with client leadership to create a solid foundation upon which continued collaboration is supported and continued growth is achieved
- Collaborate with other departments to ensure coordination and completion of all additional implementation related tasks;
- Ensure clear definition of all implementation stakeholder responsibilities (both LogistiCare Circulation and Client)

The Dixon Group (Chestertown, MD)

*Project Manager*

2019 – 2020

- Manage projects of varying sizes and scopes including move of entire corporate headquarters to new venue, implementation of GDPR (General Data Protection Regulation) Program to meet EU compliance requirements, Product Material Compliance process overhaul
- Perform SWOT analysis for Corporate Compliance Programs
- Develop processes for standardization of quarterly corporate Blue Cards, Vendor Contract Review and Renegotiation, Product Material Compliance Review and Recording
- Review and contribute to contract development for various real estate holdings and rental agreements

LogistiCare Solutions LLC (Atlanta, GA)

*Director of Proposal Management*

2019 – 2019

- Review all RFP documents thoroughly for state NEMT contracts of various sizes to develop, implement, and facilitate response process and guide team of writers and SMEs to deliver high quality, organized, and succinct winning proposals
- Manage all aspects of each project from beginning to completion, including managing required changes

- Develop and deliver presentations and conduct fact finding sessions for project kick offs
- Develop tools, trackers, and data analytics to facilitate and document response process
- Author, review, edit all elements of RFP responses including all aspects pertaining to utilization review, fraud, waste, and abuse prevention and detection measures, denial processes, and program integrity
- Conduct ongoing market research and competitive intelligence gathering and analysis
- Analyze contract terms and identify potential cost containment measures
- Identify, analyze, and format pertinent data and trends to strengthen position and ensure winning proposal submission
- Supervise final printing, production, and submission of proposals
- Act as primary point of contact for all RFP response projects for proposal team

#### *National Implementation Manager*

2018 – 2019

- Organize, lead, and manage successful multi-disciplinary project implementations of varying sizes throughout the United States for both private and state contracts with keen attention to detail and timely completion
- Maintain accurate implementation expenditure records to ensure implementations stay within budget and to assist corporate accounting in preparation of client invoicing
- Development of multiple standardized trackers, process docs, templates and data analytics for use in implementation process
- Development of Internal Implementation Resource Guide, Customer Implementation Resource Guide and Post Implementation Client Survey Tool

#### **LogistiCare Solutions LLC (Dover, DE)**

##### *General Manager*

2008 – 2017

- Responsible for developing and implementing annual budget of approximately \$20M
- Developed and presented monthly and quarterly state and federal reports
- Oversaw all program aspects to ensure broker contract performance and quality requirements are met
- Established and maintained stable management team to effectively manage local office personnel of 19 and additional 6 off-site allocated staff
- Negotiated, administered, and executed all vendor contracts
- Maintained, managed, and expanded provider network to meet continually growing demands of expanding client base (Demand for services has experienced 100% volume growth over 5 years)

- Established and maintained excellent relationships with client, facilities, agencies and individual members served by creating transparent, above-board, collaborative environment
- Developed and coordinated programs and acts as liaison with multiple facilities and governmental agencies, as well as provider and public associations
- Developed and designed informational media and provided informational programs to targeted audiences of all sizes

#### Center for Career Development Washington College (Chestertown, MD)

*Program Director for Employer Relations, Events and Outreach*

2002 – 2008

- Developed, implemented and promoted multiple programs for center serving approximately 1400 students, effectively and significantly increasing awareness and use of services offered
- Devised active marketing plan, both print and web
- Designed surveys, questionnaires, and feedback instruments and produced multiple professional reports utilizing data compiled
- Designed, coordinated, implemented and supervised all major center events, involving and collaborating with multiple departments, employers and alumni

#### States of Maryland and Delaware

*Registered Nurse*

1988 – 2005

- Proven areas of excellence: Administration, Teaching, Crisis Management for Adolescents, Family Planning and Maternity Services, Patient/Family Advocate Utilization Review, Quality Assurance and Federal Regulation & Reimbursement
- Certifications: HIV/AIDS Counseling, Smoking Cessation Counseling
- Medical Surgical Nursing

## EDUCATION

#### Washington College (Chestertown, MD)

*Masters of Arts, with honors, Psychology*

2006

#### MacQueen Gibbs Willis School of Nursing (Easton, MD)

*Diploma, with Honors, Nursing*

1988

#### Washington College (Chestertown, MD)

*Bachelors of Arts Cum Laude, Music*

1978

Præses, Visitatores et Gubernatores  
Collegii Washingtoniensis in Marylandia

Omnibus has litteras perlecturis

**SALUTEM**

*Cognitum sit per orbem terrarum, quod Præses mandato  
Visitatorum et Gubernatorum adductus.*

**Ann Katherine Atwater**

*gradu*

**Artium Baccalaureus**

*exornavit, eique perfructura assignavit omnia beneficia, quae  
eruditis ad eandem gradum ubicumque inductis conceduntur  
Cujus rei quoque major sit fides, sigillum Collegii huic membranae  
affixerim, nominaque subscripta, testimonium perhibent.*

*Datum in Aula Collegii, die vicesimo uno maji*

*Anno Domini millesimo nongentesimo septuagesimo octavo.*

*John H. McLean*

Præses

Visitatores

et

Gubernatores

Professores





# Washington College

Chestertown, Maryland

Let it be known to all persons to whom these presents may come that

**Ann Atwater Bourne**

having satisfied the requirements for the degree of

**Master of Arts**

is now admitted to that degree with all the rights and privileges pertaining thereto.  
In witness thereof the Visitors and Governors have caused their corporate seal and  
proper signatures to be hereunto affixed this twenty-first day of May,

two thousand and six.



*[Signature]*  
Chairman of the Board of Visitors and Governors

*Josiah J. [Signature]*  
Dean of the College

*[Signature]*  
President of the College

*[Signature]*  
Superintendent of the College

# Cynthia (Cindy) Franklin

IMPLEMENTATION ASSOCIATE PROJECT MANAGER

## EXPERIENCE

LogistiCare Solutions LLC

*Senior Director of Operations and Client Services*

2019 – Present

- Maintains positive, collaborative and transparent relationships with all clients
- Manage \$81 million VA state and MCO Medicaid contracts
- Oversight of Transportation Department and a 500-plus transportation provider network through direct management of the Director of Network Operations
- Oversight of reporting and analysis through direct management of the Reporting and Analysis Manager

LogistiCare Solutions LLC (Charleston, WV)

*Project Manager*

2018 – 2019

- Successfully transitioned West Virginia's statewide NEMT contract by leading key implementation tasks, including hiring and training of key personnel
- Managed operations including the development and implementation of strategies and measures to resolve member issues, provider claims, and maintain contract and regulatory compliance
- Responsible for P&L of \$34 million budget
- Develop pertinent key performance indicators and take measures to ensure they are met and/or exceeded
- Manage team of 100+ employees to effectively ensure optimum member and client experience
- Develop and maintain positive, collaborative relationship with state client (Bureau of Medical Services), regulatory agencies, and multiple other stakeholders

LogistiCare Solutions LLC (Richmond/ Norton, VA)

*General Manager*

2014 – 2018

- Oversaw all aspects of state and MCO Medicaid non-emergency medical transportation contracts ensuring all key performance indicators, budget and financial goals were consistently met or exceeded
- P&L accountability; responsible for creation and execution of annual budgets in excess of \$80 million
- Managed and mentored 3 Directors responsible for the performance of 2 call centers, field personnel and interaction with all stakeholders

- Exceeded 2018 budget expectations
- Established and maintained excellent relationships with all Clients and other stakeholders
- Instrumental in the re-award and implementation of State Medicaid contract resulting in a 6-year contract renewal

#### LogistiCare Solutions LLC (Atlanta, GA)

##### *Corporate Director of Business Applications*

2013 – 2014

- Improved business processes and supported critical business strategies nationwide by working with IT and operations nationwide on the development and implementation of business applications systems
- Utilized operations expertise, work with operations throughout the nation and IT to identify modifications or changes to current or new system to allow more efficiency across all markets
- Developed monthly efficiency reports and other tools to assist in managing each market
- Served as a liaison between IT and the corporate training department to ensure processes are developed/audited and training was implemented for system enhancements across all markets

#### LogistiCare Solutions LLC (Richmond/Norton, VA)

##### *Assistant General Manager*

2009 – 2013

- Managed all aspects of transportation for all VA Medicaid and VA and DC MCO contracts
- Developed transportation network consisting of over four hundred transportation providers, negotiating all rates and ensuring all regulatory requirements were met
- Oversaw quarterly meetings in all 7 Medicaid regions between state Medicaid staff, Medicaid Members, transportation providers and facilities to determine more effective methods of meeting client needs
- Managed and mentor 2 Directors of Operations, Public Transportation Manager, Network Development Supervisor and 6 Field Monitors to ensure success and profitability
- Maintained excellent relationships with all Clients and stakeholders
- Created detailed training for management level positions
- Identified and implemented process improvements

# Carla Corona

ASSISTANT MANAGER [IMPLEMENTATION PROVIDER RELATIONS MANAGER]

## EXPERIENCE

LogistiCare Solutions LLC (Charleston, WV)

*Assistant Manager*

2018 – Present

- Management of Transportation Cost with ongoing cost reduction review and maintenance
- Oversight and leadership of Ohio and West Virginia's Provider Relations team with focus on network development and retention, education and orientation of contractual obligations, performance expectations and relationship building.
- Responsible for daily operations including client relations and ensuring contractual obligations are met while exceeding the customer experience.
- Oversight and succession planning for the development and growth of direct reports.

LogistiCare Solutions LLC (Garden Grove, CA)

*Director of Operation/Director of Network Management*

2016 – 2018

- Management of Transportation Cost with successful implementation and maintenance of Should Cost initiative with a resulting 72% COGS and \$25M EBITDA in 2018
- Responsible for day to day operations including but not limited to forming and maintaining client relations, ensuring contractual obligations are met while exceeding the customer experience.
- Oversight and management of CA transportation provider network including but not limited to the development and growth of TPs, education and orientation of contractual obligations, performance expectations and relationship building.
- Oversight and management of compliance and credentialing for CA transportation provider network.
- Oversight and succession planning for the development and growth of Management level employees.

LogistiCare Solutions LLC (Cranston, RI)

*Director of Operations*

2014 – 2015

- Oversight of the day to day operations including but not limited to meeting contractual obligations, forming and maintaining client relations and the expectation of customer service.
- RI Transportation Provider Network development and relations.
- HR Process including but limited to the development of RI Ops succession plan.

**LogistiCare Solutions LLC (Long Island City, NY)***Quality Assurance/Reporting Manager*

2012 – 2014

- Running and maintenance of daily and monthly reporting requirements for DOH Client
- Manage 6 employees. Daily duties include; payroll functions, complaint processing, management and reporting, adherence of all HR policies & procedures.
- Maintain a reputable rapport with all Transportation Providers, Facilities and State DOH client in our NY operational network
- Document daily departmental requirements for all employees, such as; compliant volume, individual complaint statistics & reporting.
- Administer corrective measures to resolve client complaints

**LogistiCare Solutions LLC (Las Vegas, NV/Edison, NJ)***Transportation Manager*

2008 – 2012

- Manage 47 employees. Daily duties include; payroll functions, compliance, adherence of all HR policies & procedures, maintaining a state required contractual obligation of an under 5% abandonment rate for a call center, maintain a high influx call volume, booking standard reservations & commercial air.
- Maintain a reputable rapport with all Transportation Providers in our NJ operational network
- Document daily departmental requirements for all employees, such as; call volume, individual call intake statistics, update & maintain all current and new hire information for all employees
- Administer corrective measures to resolve client complaints.

**Women Helping Women (Costa Mesa, CA)***Receptionist/Resource Coordinator*

2004 – 2006

- Coordinated and conducted client intake and exit interview.
- Assisted client with resource research and calls.
- Supported front office management.

# DeAndre House

CALL CENTER MANAGER [IMPLEMENTATION CALL CENTER MANAGER]

## EXPERIENCE

**LogistiCare Solutions LLC (Charleston, WV)**

*Call Center Manager*

2018 – Present

- Oversees team of customer service representatives and training and quality assurance professionals that provide daily support to West Virginia's Medicaid members
- Researches complex problems and resolves issues in a timely manner
- Manages escalated customer relations issues in accordance with program policies
- Coaches call center staff and provides guidance on best practices to maintain optimal performance at all times

**Medical Transportation Management (Charleston, WV)**

*Customer Service Supervisor*

2014 – 2018

- Oversaw team of 20 – 25 customer service professionals assisting Medicaid recipients
- Researched complex problems and resolved issues in a timely manner
- Handled all customer relations issues in a gracious manner and in accordance with company policies
- Strategically coached team members to maintain optimal performance levels at all times

**Bridge Valley Community and Technical College (South Charleston, WV)**

*Laboratory Assistant*

2012 – 2014

- Continually improved knowledge, skills and performance based on feedback and self-identified professional developmental needs
- Continually maintained and improved the company's reputation and positive image in the markets served
- Interpreted and communicated new or revised policies to students
- Identified process improvements in the day-to-day functioning of the department

**Dunbar Center (Dunbar, WV)**

*Certified Nursing Assistant*

2009 – 2010

- Performed direct patient care aimed at increasing comfort, psychological /social/ spiritual well-being by providing assistance with personal, physical, rehabilitation and safety needs



- Answered patient calls for care and feeding
- Followed safe lifting techniques and individual resident lifting instructions
- Assisted in medical procedures

### Charleston-Kanawha Housing (Charleston, WV)

#### *Assistant Housing Manager*

2008 – 2009

- Obtained documents, clearances, certificates and approvals from local, state and federal agencies
- Initiated a key partnership with Twin Cities Shelter which resulted in reduction of the homeless population
- Entered details such as payments, account information and call logs into the computer system
- Performed initial leasing applications and documented all residential concerns or violations

### West Virginia Department of Health and Human Resources (Charleston, WV)

#### *Economic Support Specialist*

2002 – 2007

- Looked for signs of fraud and reported cases to fraud coordinator and investigators
- Collected and analyzed personal and financial information to make appropriate determinations
- Researched and interpreted program regulations and applicable laws
- Determined correct services and program resources for the individual's needs

# Crystal Richardson

PROJECT MANAGER [IMPLEMENTATION ASSISTANT PROJECT MANAGER]

## EXPERIENCE

LogistiCare Solutions LLC (Charleston, WV)

*Outreach and Communications Manager*

2018 – Present

- Provide management oversight to Exceptions Specialists who research and process transportation service requests for a reservation that requires approval procedures to be executed before and/or after transportation has taken place
- Identify and monitor utilization and billing trends that may signal abusive practices
- Investigate all issues to confirm the actual utilization and address any fraud, waste and abuse of the transportation benefit
- Establish and maintain productive working relationships with facilities, organizations and State client
- Leverage internal and external resources as well as outreach to members, facilities, clients and other parties to accurately fulfill reservations.
- Manage the denial process, pre-authorization, eligibility, mileage validation, meals and lodging
- Provide regular reporting on member attendance, trends and other reporting as needed
- Administrative duties such as payroll, coaching and corrective action

CAMC Foundation (Charleston, WV)

*Development Officer*

2017 – 2018

- Developed, planned, monitored and implemented aspects of the Foundation's annual fundraising efforts in conjunction with the Foundation President
- Determined focus of and created content for annual appeals and social media content
- Developed content for Foundation web site
- Provided direction for prospect/donor research, identify and cultivate new donors
- Performed stewardship functions for existing constituents on an ongoing basis
- Set strategies and organize Foundation operations to achieve fundraising goals and objectives
- Established a presence in the community and demonstrate ability to lead staff and community volunteers in activities that result in achievement of philanthropic goals to benefit CAMC Health Systems and the CAMC Foundation
- Served as annual Run for Your Life and Golf Classic director
- Planned, created and executed annual appeals initiatives

## Medical Transportation Management (Charleston, WV)

*Education, Training and Outreach Coordinator*

2014 – 2017

- Acted as the face of MTM by being a state-wide expert resource and spokesperson for public information, responding to complaints and requests in a timely manner and preventing grievances by ensuring problem resolution
- Played a critical role in developing, managing and strengthening relationships with MTM stakeholders (facility staff and C-level executives, MCO's, sole-source providers, associations, etc.)
- Sought and recognized opportunities to convert facilities to the Service Management Portal (SMP), the online scheduling tool as well as assist in network expansion by identifying opportunities to refer potential providers to Network Management.
- Responsible for providing outreach and education to diverse audiences through presentations, one-on-one meetings, networking, events, e-activity and other outreach strategies
- Gained and maintained in-depth, current knowledge of policies, workflows and departments
- Analyzed reports to identify outreach opportunities, trends, provider issues and other data useful in complaint and cost reduction efforts
- Prepared narrative and graphic material for and distribution of monthly personnel newsletter and quarterly external/stakeholder newsletters

## EDUCATION

West Virginia State University (Institute, WV)

*Bachelor of Science, Communications, Minor in Journalism*

2011

# West Virginia State Community and Technical College



Know all persons by these presents  
That the West Virginia State University Board of Governors  
upon the recommendation of the Faculty has conferred upon  
**Crystal Renee Richardson**  
the degree of  
**Associate in Science**

*With all the rights, honors, and privileges thereunto appertaining. Witness the seal of the  
college and the signatures of its duly authorized officers hereunto  
Affixed this 18th day of May, Two thousand eight.*

*Kathleen D'Antoni*  
*Em J. L.*  
\_\_\_\_\_  
President  
Chair, WVSC Board of Governors

*Edith M. Worrells*  
*Dorine L. Hunter*  
\_\_\_\_\_  
Dean of Academic Affairs  
Registrar



# WEST VIRGINIA STATE UNIVERSITY

"A Living Laboratory of Human Relations"

May 17, 2011

RE: Crystal Richardson  
[REDACTED]

TO WHOM IT MAY CONCERN

Please be advised that the above mentioned student received a Bachelor of Science in Communications on May 15, 2011 from West Virginia State University (Formally West Virginia State College).

If you have any further questions, please feel free to contact this office at (304) 766-4146.

Signed

*Donna L. Hunter*  
Donna L. Hunter  
Director of Registration  
and Records

DLH:cmr

Office of Registration  
127 Ferrell Hall  
P.O. Box 1000  
Institute, WV 25112-1000  
Phone: (304) 766-3144  
(304) 766-4104

A Land-Grant Institution Established in 1891

# Todd Bacchus

PROVIDER RELATIONS MANAGER

## EXPERIENCE

LogistiCare Solutions LLC (Charleston, WV)

*Provider Relations Manager*

2019 – Present

- Leads recruitment efforts and negotiates contracts with NEMT Providers that meet the program's standards
- Conducts outreach activities, including Provider training and coaching
- Acts as the primary point of contact for NEMT Providers, and assists with problem solving and resolution
- Manages transportation and compliance teams

Metro 911 Communications (Charleston, WV)

*EMD Instruction*

*PST-1 Instruction*

2018 – Present

- Provides instruction for EMD and PST-1 certifications

Kanawha County Emergency Ambulance Authority (Charleston, WV)

*Part-time Paramedic*

*Part-time Communicator*

*Honor Guard Commander*

2018 – 2019

- Responded to requests for emergency and non-emergent services

Kanawha County Emergency Ambulance Authority (Charleston, WV)

*Paramedic supervisor*

1986 – 2018

- Responded to requests for emergency and non-emergent paramedic services
- Supervised team of paramedics
- Managed communications for ambulance authority and responded to complaints and safety concerns
- Trained and mentored new staff
- Acted as the assigned Safety Director for four years

## EDUCATION

West Virginia State Community College (Charleston, WV)

*Paramedic Education and Certification*





**BASIC LIFE SUPPORT**

**BLS  
Provider**



**American  
Heart  
Association.**

Todd Bacchus

The above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

December 21, 2018  
Issue Date

December 2020  
Recommended Renewal Date

THIS AWARD FOR EDUCATIONAL ACHIEVEMENT IS PRESENTED ON BEHALF OF THE  
COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA AND THE  
UWM CENTER FOR TRANSPORTATION EDUCATION

To:

**Todd Bacchus**

For successful completion of the

**PASSENGER ASSISTANCE SAFETY AND SENSITIVITY (PASS) CERTIFIED  
TRAINER PROGRAM**

Valid June 2019 through June 2022

Continuing Education Units: 2.1



Scott Bogren  
Executive Director, CTAA



Dr. Paula M. Rhyner  
Deputy to the Provost for Continuing Education



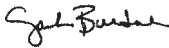
School of  
Continuing Education

**Association of Public-Safety  
Communications Officials - International, Inc.  
APCO Institute**

***Communications Training Officer, 5th Ed.***

In recognition of having completed the requirements of the APCO Institute  
Communications Training Officer, 5th Edition course, APCO Institute hereby awards  
certification to:

**Todd Bacchus**

  
Sarah Burtner, Director  
APCO Institute

Completed: 05/10/2017

Expires: 05/10/2019

24 Credit Hours

Certificate #: 



**Association of Public-Safety  
Communications Officials - International, Inc.  
APCO Institute**

*Communications Center Supervisor, 4th Ed.*

In recognition of having completed the requirements of the APCO Institute  
Communications Center Supervisor, 4th Edition course, APCO Institute hereby  
awards certification to:

**Todd Bacchus**



Sarah Burtner, Director  
APCO Institute

Completed: 02/01/2017

24 Credit Hours

Certificate #: 



**Association of Public-Safety  
Communications Officials - International, Inc.  
APCO Institute**

***Emergency Medical Dispatch, 5th Edition, Version 3 Instructor  
Recertification***

In recognition of having completed the requirements of the APCO Institute  
Emergency Medical Dispatcher Instructor Recertification Program, APCO Institute  
hereby grants recertification to:

**Todd Bacchus**



Sarah Burtner, Director  
APCO Institute

Completed: 11/21/2018

Expires: 11/21/2020

Certificate #: XXXXXXXXXX



**Association of Public-Safety  
Communications Officials - International, Inc.  
APCO Institute**

***Public Safety Telecommunicator 1, 7th Edition Instructor, Recertification***

In recognition of having completed the requirements of the APCO Institute Public Safety Telecommunicator 1, 7th Edition Instructor Recertification Program, APCO Institute hereby grants Instructor recertification to:

**Todd Bacchus**



Sarah Burtner, Director  
APCO Institute

Completed: 02/08/2019

Expires: 02/08/2021

Certificate #: [REDACTED]





# Jim Williams

BUSINESS/DATA ANALYST

## EXPERIENCE

LogistiCare Solutions LLC (Mechanicsville VA)

*Business/Data Analyst*

2009 – Present

- Field Monitoring Tenacity to problem solving led to consistent 100% Regional Compliance
- Developed Field Monitor Procedural Manual and LGTC Certification Training Manual
- Development of processes and tools to reduce man hours and aid in controls for Network Development, Quality Assurances, Utilization Review, Call Centers, Field Monitors, Regional Manager tools and Healthcare Managers
- Reporting Manager – Process development – Streamlined all reporting standards for VA OPS to maximize efficiencies and market demand
- Currently Data Analyst and Reporting Manager for WV OPS and VA OPS
- Assisting markets outside of VA & WV OPS with process and development tools
- 8 months Qlik development and integration
- Tableau development and integration
- Project Manager for statewide initiatives

Altec Industries, Inc (Daleville, VA)

*Quality Technician*

2005 – 2007

- Observable quality workmanship and problem-solving techniques led to a Quality Technician promotion
- Developed quality process and ISO calibration adherences
- Increased product safety and quality while decreasing bottom-line

Word of Life Fellowship, Inc (Schroon Lake, NY)

*Manager*

1990 – 2004

- Curriculum Development and Print Service Manager
- Developed from concept to international implementation a new preschool program
- Liaison for international coordinated curriculum development
- International speaker for varying topics including personal time management and basic leadership qualities

## American Eagle (Lynchburg, VA)

### *Supervisor*

1980 – 1986

- Managed Inventory Control for AE fleet of turbo prop aircraft
- Managed all aspects of procurement and negotiation of aircraft parts for a varied, growing fleet of aircrafts
- Multi-tasked the organization and development of a separate maintenance facility ahead of time and below budget

## EDUCATION

### Liberty Theological Seminary (Lynchburg, VA)

#### *Master of Arts in Religion*

1990

# Liberty Baptist Theological Seminary of Liberty University

To all persons who read these letters,

*Upon certification by the faculty of the  
School of Religion*

*that the requisite program of studies has been completed, and by  
action of the Board of Trustees, the Seminary degree of*

**Master of Arts in Religion**

*is conferred upon*

**James Daniel Williams**

*with all the honors, rights, privileges and responsibilities  
thereunto appertaining.*

*In Testimony Whereof, we have hereunto affixed the Seal  
of the University and subscribed our names at Lynchburg, Virginia,  
this the tenth day of September, in the year of our Lord  
nineteen hundred and ninety.*



*James F. Smith*  
President

*A. Ross Austin*  
President

*James F. Smith*  
President

*Elmer L. Jones*  
President

# Clark Phipps

HUMAN RESOURCES MANAGER [IMPLEMENTATION HUMAN RESOURCES MANAGER]

## EXPERIENCE

LogistiCare Solutions LLC (Norton, VA)

*Human Resources Manager*

2017 – Present

- Manages human resource (HR) functions for Virginia and West Virginia's staff
- Responsible for talent development, turnover reduction, employee engagement, and classic HR disciplines.

Sykes Enterprises, Inc. (Wise, VA/ Hazard, KY/ Morristown, TN)

*Human Resources Manager*

2012 – 2017

- Managed retention and turnover reduction, employee relations, payroll and accounts payable, new hire orientation and onboarding, community relations, management of local HR staff, national project team for turnover reduction, and site safety and health.
- Management of Recruiting and Staffing and HR Information System Input and Analysis.
- Achieved high level of success in all categories.
- Trained HR staff at other sites.

Leclerc Foods TN, LLC (Kingsport, TN)

*Human Resources Manager*

2011 – 2012

- Provided leadership for in company staffing, employee engagement, talent management and development strategies.
- Led sourcing, on-boarding, and development of key talent.
- Enhanced staffing model to improve business results and drastically reduce turnover.
- Recruited and hired multiple key senior professionals for US Operations.
- Redesigned and implemented new Maintenance staffing structure with focus on Preventive Maintenance.

# Jon Gerson

IMPLEMENTATION IT INTEGRATION PROJECT MANAGER

## EXPERIENCE

LogistiCare Solutions LLC (Jacksonville, FL)

*IT Integration Project Manager*

2014 – Present

- Partners with Managed Care Organizations and State Medicaid Departments to implement IT solutions for NEMT programs.
- Responsible for IT operations related to EDI transactions, HIPAA ANSI X12 834, 837, 835, 270/271, and 277CA.
- Oversees technology project management

Incepture Consulting (Jacksonville, FL)

*Business / Systems Analyst, EDI Analyst*

2009 – 2014

- Managed the implementation and migration of new applications for Blue Cross Blue Shield Florida's IT-Automated Enrollment Managing EDI HIPAA compliant EDI transactions.

## EDUCATION

University of North Florida (Jacksonville, FL)

*Masters of Health Science in Health Care Administration*

1991

Albright College (Reading, PA)

*Bachelor of Science in Psycho-biology*

1984

# Albright College

Reading, Pennsylvania

Be it known that, upon the recommendation of the Faculty and on authority of the Board of Trustees, Albright College hereby confers upon

**Jonathan David Gerson**

the degree of

**Bachelor of Science**

with all the rights, privileges and obligations thereunto pertaining.

In witness of this Degree having been conferred, the seal and the signatures of designated officers of the College and of the Board of Trustees are hereunto affixed.

Given at Reading, Pennsylvania this twenty-seventh day of May,  
nineteen hundred and eighty-four.

*Richard Eschelman*

President, Board of Trustees

*Rollin T. Reiner*

Secretary, Board of Trustees



*Edith M. Haffner*

President of the College

*Eugene L. Haffner*

Academic Dean



# University of North Florida

*has conferred on*

**Jonathan B. Gerson**

*the degree*

**Master of Science in Health Science**

*and all the rights and privileges thereunto appertaining.*

*In Witness Whereof, this diploma, duly signed, has  
been issued and the seal of the University affixed.*

*Issued by the Board of Regents upon the recommendation of the Faculty of the  
College of Health Sciences at Jacksonville, Florida, this third day of May, A. D., 1991.*

*Lester Childs*  
Governor

*Charles B. Edwards*  
Chairman, Board of Regents



*Adomlitta*  
President

*Jean Farrell*  
Dean

# Matthew Griffith

CALL CENTER TRAINER [IMPLEMENTATION CALL CENTER TRAINER]

## EXPERIENCE

LogistiCare Solutions LLC (Charleston, WV)

*Call Center Trainer*

2018 – Present

- Responsible for maximizing staff performance through training and development efforts
- Facilitating training, support departmental initiatives around policy and procedures, curriculum design/development and develop training staff

Shem's Snack Shack Restaurant (Williamstown, KY)

*General Manager*

2016 – 2018

- Worked with contractors and tradesmen to remodel and re-build a 1500 sq. ft. location
- Hired, trained, supervised, and scheduled staff
- Managed purchasing and inventory control to ensure sufficient levels of high-quality product while eliminating waste
- Monitored compliance with safety, sanitation, and food preparation standards
- Compiled, analyzed, and interpreted financial data to develop accurate projections and ensure profitability

Frontier Communications

*Supervisor of Training*

2010 – 2016

- Trained front-line agents to provide technical support for fiber optic data, voice, video services and High Speed Internet (DSL) services
- Trained a group of 15 – 30 agents to perform payroll, scheduling, curriculum development, tech Support and instruction

# Edrienne Calugay

OUTREACH AND COMMUNICATIONS MANAGER [IMPLEMENTATION OUTREACH AND COMMUNICATIONS MANAGER]

## EXPERIENCE

LogistiCare Solutions LLC (Charleston, WV)

*Quality Assurance Specialist*

2018 – Present

- Ensures timely investigation and resolution of complaints and concerns submitted by Medicaid members, facilities and NEMT Providers
- Establishes positive and effective working relationships with Medicaid members, facilities, and NEMT Providers to provide superior customer service
- Identifies trends in complaint categories and devises action plans for the effective reduction of complaints
- Collaborates with internal staff to investigate complaints following receipt
- Updates senior management on all Tier I complaints

LogistiCare Solutions LLC (Las Vegas, NV)

*Training Manager*

2014 – 2018

- Developed and updated all training manuals, handouts and training aids for call center and regional offices; assist with training curriculum
- Ensured customer service/call taking was standardized statewide through on-site training initiatives
- Ensured call center new hire paperwork and files were completed and distributed to appropriate departments and/or supervisor
- Conducted new hire orientation presentation, initial training and on-boarding
- Conducted 30, 60, 90 day follow up meetings with Agents on the floor
- Trained Training Coordinators and Job Coaches on expectations
- Used quality monitoring database to compile, track and trend individual and team (regional) performance
- Assisted in developing and implementing action plans
- Developed QA policies and procedures
- Evaluated staff's incoming and outgoing calls for compliance
- Performed call monitoring and productivity measurement; provided feedback to managers and supervisors

UNO Services, Inc. (Las Vegas, NV)

*Office Manager*

2007 – 2014

- Handled daily operations for business
- Acquired, set up, & budgeted new business with Home Warranty Companies
- Negotiated contracts annually exiting businesses
- Developed relationships with Home Warranty Companies
- Regularly met with Home Warranty Company Representatives to ensure we met expectations and requirements
- Processed all Account Receivables, Account Payables, bank deposits, monthly reconciliations, and yearly taxes

#### **Ideal Services, Inc. (Las Vegas, NV)**

##### *Operations Manager*

2007 – 2012

- Acquired new contracts with businesses and negotiate contracts
- Scheduled Field Technicians and assigned office personnel to Technicians
- Managed all Employee files; conducted interviews, processed new hires and terminations
- Updated all Field Technicians State of Nevada Plumbing, Electrical, and Mechanical building codes
- Established business relationships and rapport with numerous contracting companies, contractor relations representatives, and supply stores
- Processed account receivables, account payables, bank deposits, monthly reconciliations, and yearly taxes

#### **Wells Fargo Financial Consumer Retail and Consumer Auto Receivables (Las Vegas, NV)**

##### *Portfolio Manager*

2001 – 2007

- Managed existing and set up new auto dealer portfolios
- Purchased consumer auto receivables from existing and new dealers
- Performed weekly financial activity reports and provide to auto dealers
- Performed monthly financial reports for all auto receivables and provide to District Managers
- Performed daily collections on past due and aged account receivables
- Posted incoming payments to consumer's account, send out past due invoices
- Generated G/L financial statements
- Conducted all new Portfolio Manager training

## **EDUCATION**

#### **University of Maryland University College (Asia)**

##### *Bachelors of Science in Management Studies, Minor in Business Administration*

2001

Name: **Edrienne Calugay**  
 Student ID: XXXXXXXXXX

University of Maryland Global Campus  
 3501 University Boulevard East  
 Adelphi, MD 20783

## UMUC Unofficial Transcript

### Academic Program History

Program: **UG Bachelor's Degree**  
 06/01/2001: **Completed Program**  
 Other Institutions Attended: **N/A**

### Beginning of Undergraduate Record

#### 1998 Spring

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
WRTG	111	Introduction to Academic Writing I	3.000	3.000	A	9.000
HIST	142	Western Civilization II	3.000	3.000	B	9.000
ECON	201	Principles of Macroeconomics	3.000	3.000	B	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA		3.330 Term Totals	9.000	9.000	9.000	27.000
Cum GPA		3.330 Cum Totals	9.000	9.000	9.000	27.000
Transfer Cum GPA		Transfer Totals	0.000	0.000	0.000	0.000
Combined Cum GPA		3.330 Comb Totals	9.000	9.000	9.000	27.000

#### 1998 Summer

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
NSCI	100	Introduction to Physical Science	3.000	3.000	B	9.000
MATH	103	College Mathematics	3.000	3.000	A	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA		3.500 Term Totals	6.000	6.000	6.000	45.000
Cum GPA		3.500 Cum Totals	15.000	15.000	15.000	45.000
Transfer Cum GPA		Transfer Totals	0.000	0.000	0.000	0.000
Combined Cum GPA		3.500 Comb Totals	15.000	15.000	15.000	45.000

#### 1998 Fall

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
IFSM	201	Concepts and Applications of Information Technology	3.000	3.000	A	9.000

**Name:** Edrienne Calugay  
**Student ID:** 0716690

LIBS	150	Introduction to Research	3.000	3.000	A	9.000
PSYC	321	Social Psychology	3.000	3.000	A	9.000
STAT	200	Introduction to Statistics	3.000	3.000	B	3.000
COMM	390	Writing for Managers	3.000	3.000	A	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.800 Term Totals		15.000	15.000	15.000	84.000
Cum GPA	3.800 Cum Totals		30.000	30.000	30.000	84.000
Transfer Cum GPA	Transfer Totals		0.000	0.000	0.000	0.000
Combined Cum GPA	3.800 Comb Totals		30.000	30.000	30.000	84.000

#### 1999 Spring

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
COMM	200	Military Communication and Writing	3.000	3.000	A	9.000
PHIL	140	Contemporary Moral Issues	3.000	3.000	A	9.000
WRTG	112	Introduction to Academic Writing II	3.000	3.000	A	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	4.000 Term Totals		9.000	9.000	9.000	111.000
Cum GPA	4.000 Cum Totals		39.000	39.000	39.000	111.000
Transfer Cum GPA	Transfer Totals		0.000	0.000	0.000	0.000
Combined Cum GPA	4.000 Comb Totals		39.000	39.000	39.000	111.000

#### 1999 Summer

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
GVPT	170	American Government	3.000	3.000	A	9.000
BIOL	160	Human Biology	3.000	3.000	B	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.500 Term Totals		6.000	6.000	6.000	129.000
Cum GPA	3.500 Cum Totals		45.000	45.000	45.000	129.000
Transfer Cum GPA	Transfer Totals		0.000	0.000	0.000	0.000
Combined Cum GPA	3.500 Comb Totals		45.000	45.000	45.000	129.000

#### 1999 Fall

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
PACE	111	Program and Career Exploration in Business	3.000	3.000	A	9.000
WRTG	111	Academic Writing I	3.000	3.000	B	9.000
HIST	125	Technology Transformations	3.000	3.000	A	9.000



Name: Edrienne Calugay  
Student ID: 0716690

ECON	203	Principles of Microeconomics	3.000	3.000	B	9.000
GEOL	100	Physical Geology	3.000	3.000	A	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.600 Term Totals		15.000	15.000	15.000	174.000
Cum GPA	3.600 Cum Totals		60.000	60.000	60.000	174.000
Transfer Cum GPA	Transfer Totals		0.000	0.000	0.000	0.000
Combined Cum GPA	3.600 Comb Totals		60.000	60.000	60.000	174.000

#### 2000 Spring

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
WRTG	112	Academic Writing II	3.000	3.000	A	9.000
IFSM	300	Information Systems in Organizations	3.000	3.000	B	9.000
NSCI	100	Introduction to Physical Science	3.000	3.000	B	9.000
BMGT	484	Managing Teams in Organizations	3.000	3.000	B	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.500 Term Totals		12.000	12.000	12.000	210.000
Cum GPA	3.500 Cum Totals		72.000	72.000	72.000	210.000
Transfer Cum GPA	Transfer Totals		0.000	0.000	0.000	0.000
Combined Cum GPA	3.500 Comb Totals		72.000	72.000	72.000	210.000

#### 2000 Summer

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
PACE	111	Program and Career Exploration in Business	3.000	3.000	A	9.000
WRTG	111	Academic Writing I	3.000	3.000	B	9.000
HIST	125	Technology Transformations	3.000	3.000	B	9.000
ECON	203	Principles of Microeconomics	3.000	3.000	B	9.000

			<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.500 Term Totals		12.000	12.000	12.000	246.000
Cum GPA	3.500 Cum Totals		84.000	84.000	45.000	246.000
Transfer Cum GPA	Transfer Totals		0.000	0.000	0.000	0.000
Combined Cum GPA	3.500 Comb Totals		84.000	84.000	84.000	246.000

Name: Edrienne Calugay  
Student ID: 0716690

### 2000 Fall

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
BEHS	103	Technology in Contemporary Society	3.000	3.000	A	9.000
BMGT	110	Introduction to Business and Management	3.000	3.000	A	9.000
BMGT	365	Organizational Leadership	3.000	3.000	A	9.000
BMGT	305	Knowledge Management	3.000	3.000	A	9.000

		<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	4.000 Term Totals	12.000	12.000	12.000	282.000
Cum GPA	4.000 Cum Totals	96.000	96.000	96.000	282.000
Transfer Cum GPA	Transfer Totals	0.000	0.000	0.000	0.000
Combined Cum GPA	4.000 Comb Totals	96.000	96.000	96.000	282.000

### 2000 Spring

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
BMGT	485	Leadership for the 21st Century	3.000	3.000	A	9.000
STAT	200	Information Systems in Organizations	3.000	3.000	A	9.000
BMGT	317	Decision Making	3.000	3.000	A	9.000

		<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	4.000 Term Totals	9.000	9.000	9.000	309.000
Cum GPA	4.000 Cum Totals	105.000	105.000	105.000	309.000
Transfer Cum GPA	Transfer Totals	0.000	0.000	0.000	0.000
Combined Cum GPA	4.000 Comb Totals	105.000	105.000	105.000	309.000

### 2000 Summer

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
WRTG	391	Advanced Research Writing	3.000	3.000	B	9.000
BMGT	464	Organizational Development and Transformation	3.000	3.000	A	9.000

		<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.500 Term Totals	6.000	6.000	6.000	327.000
Cum GPA	3.500 Cum Totals	111.000	111.000	111.000	327.000
Transfer Cum GPA	Transfer Totals	0.000	0.000	0.000	0.000

Name: Edrienne Calugay  
Student ID: 0716690

Combined Cum GPA	3.500 Comb Totals	111.000	111.000	111.000	327.000
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#### 2000 Fall

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
BMGT	304	Managing E Commerce in Organizations	3.000	3.000	A	9.000
BMGT	496	Business Ethics	3.000	3.000	B	9.000

		<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.500 Term Totals	6.000	6.000	6.000	345.000
Cum GPA	3.500 Cum Totals	117.000	117.000	117.000	345.000
Transfer Cum GPA	Transfer Totals	0.000	0.000	0.000	0.000
Combined Cum GPA	3.500 Comb Totals	117.000	117.000	117.000	345.000

#### 2001 Spring

<u>Course</u>		<u>Description</u>	<u>Attempted</u>	<u>Earned</u>	<u>Grade</u>	<u>Points</u>
ACCT	301	Accounting for Nonaccounting Managers	3.000	3.000	A	9.000
BMGT	364	Management and Organization Theory	3.000	3.000	B	9.000

		<u>Attempted</u>	<u>Earned</u>	<u>GPA Units</u>	<u>Points</u>
Term GPA	3.500 Term Totals	6.000	6.000	6.000	363.000
Cum GPA	3.500 Cum Totals	123.000	123.000	123.000	363.000
Transfer Cum GPA	Transfer Totals	0.000	0.000	0.000	0.000
Combined Cum GPA	3.500 Comb Totals	123.000	123.000	123.000	363.000

#### Degrees Awarded

Degree: Bachelor of Science  
Confer Date: 06/01/2001  
Degree GPA: 3.633  
Plan: Management Studies  
Plan: Business Administration Minor

End of Undergraduate Unofficial

# Chelsie Jones

IMPLEMENTATION QUALITY ASSURANCE SPECIALIST

## EXPERIENCE

LogistiCare Solutions LLC (Charleston, WV)

*Claims Lead*

2018 – Present

- Assisting management team with oversight of the verification and processing of Transportation billing with accuracy and in a timely manner.
- Provides assistance to claims processors with difficult issues.
- Maintains a positive working relationship with external and internal customers.
- Identifies any problems with transportation billing.
- Adheres to company policies and procedures.

Medical Transportation Management (Charleston, WV)

*Signature Verification Specialist*

2014 – 2018

- Verified Signatures

WV Division of Corrections Adult Interstate Compact (Charleston, WV)

*Office Assistant II*

2014 – 2014

- Ordered, stocked, and distributed office supplies;
- Made photocopies, sent faxes, shredded documents
- Ran errands and performed miscellaneous job-related duties as assigned
- Filing/Record keeping

## Project Manager

The Project Manager uses their understanding of the contract and its requirements to oversee all aspects of operations. Monitors staff and NEMT Provider performance and enacts practices to meet all contractual requirements. Fosters relationships with the local client and program stakeholders.

**Department:** Operations

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

The Project Manager (PM) works with the Assistant Manager to ensure that the transportation network is complete and of high quality. Monitors network performance; enforces contract standards; and terminates NEMT Providers, when necessary. Manages program budget and resolves billing, cost, and rate issues. Responsible for establishing community wide presence and educating stakeholders on program policies and procedures; uses client feedback to improve operations during the implementation of a new contract and as part of an on-going process.

This position has significant control over the local organizational structure and operating strategy for meeting customer service and financial goals. Analyzes P&L performance and budget goals, trending of data, and utilization and cost reporting. Works with the Call Center Manager to ensure the success of the call taking process and compliance with call center metrics.

### QUALIFICATIONS

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Decision Making - Ability to make critical decisions while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions
- Management Skills - Ability to organize and direct oneself and effectively supervise others
- Motivation - Ability to inspire oneself and others to reach a goal and/or perform to the best of their ability
- Team Building - Ability to convince a group of people to work toward a goal

### EDUCATION

- Bachelor's degree or four years of paid NEMT experience.

### EXPERIENCE

- Two or more years of qualified experience in a similar role
- Ability to analyze state and regional data and costs preferred
- Demand-response transportation management experience a plus

## SKILLS

- Strong verbal, written and interpersonal communication skills
- Ability to communicate effectively with clients and providers and make public presentations
- Requires strong financial/analytical skills for data and cost analysis; strong organizational independence and prioritization capability
- Experience developing and managing budgets; researching variances
- Qualified candidates will possess a proven track record of success in people development and management
- High level of technical competence to include proficiency with Microsoft Office Suite; advanced Excel skills a plus
- Must be able to develop and implement action plans to address issues
- Must be technically capable of developing programs and an organizational structure to support contract requirements



## Assistant Manager

The Assistant Manager coordinates with the Project Manager to ensure the success of local/statewide contract(s). Shares responsibility for establishing and maintaining relationships with client(s), medical providers, and NEMT Providers while meeting performance standards and financial goals. Essential responsibilities include monitoring network performance; enforcing contract standards; and managing transportation costs.

**Department:** Operations

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

### QUALIFICATIONS

- Requires strong financial/ analytical skills for data and cost analysis
- Strong organizational independence and prioritization capability
- Ability to communicate effectively with clients and NEMT Providers and make public presentations
- Must be technically capable of developing programs and an organizational structure
- Ability to conceptualize process flow both in establishing policies and in enhancing our proprietary computer-aided system
- Must be project oriented and hands on from planning to delivery of outcome to include ability to
- identify issues and implement resolutions
- Experience effectively managing multiple direct reports at all levels
- Experience developing and managing budgets; researching variances
- Health care experience a plus
- Proven track record of success in people management
- High energy, self-motivated, analytical with excellent communication and problem-solving skills
- Must be solutions-oriented, innovative thinker
- Must be able to develop and implement action and process improvement plans to address issues
- Must be able to analyze state and regional data and costs

### COMPETENCY STATEMENT(S)

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Oral and Written Communications
- Customer and Client Oriented - Ability to take care of the customer and State client's needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions
- Management - Ability to organize and direct oneself and effectively supervise others
- Relationship Building - Ability to effectively build relationships with customers, State clients

and co-workers

- Time Management - Ability to utilize the available time to organize and complete work within given deadlines

## EDUCATION

Bachelor's degree or four years of paid NEMT experience

## EXPERIENCE

- Two or more years of qualified experience in a similar role.
- Transportation or Call Center Industry experience preferred
- Health care experience a plus

## SKILLS

Expert proficiency with Microsoft Excel, Outlook and Word; intermediate proficiency with Microsoft Access a plus

## Administrative Assistant

Provides clerical and technical support to the Project Manager and Assistant Manager by performing a variety of administrative duties, including:

**Department:** Operations

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays and holidays

- Greet visitors
- Answer operator line and direct calls to the appropriate line or queue
- Set up, maintain and distribute speed dial information for the phone/fax lines
- Assist with voice mail set up
- Compile and distribute NEMT Provider list, as needed
- Maintain office equipment including postal meter, copiers, computer & servers, fax machines and phone lines
- Track supply inventory and order equipment and supplies
- Ensure all call recordings are backed up and archived
- Collect and review new hire information and employee benefits documentation
- Coordinate office maintenance and cleaning
- Distribute inbound/outbound mail including NEMT Provider information packets
- Prepare expense reports
- Schedule appointments
- Type and distribute correspondence

### QUALIFICATIONS

#### COMPETENCY STATEMENT(S)

- Communication, Oral - Ability to communicate effectively with others using the spoken word  
Communication, Written - Ability to communicate in writing clearly and concisely
- Detail Oriented - Ability to pay attention to the minute details of a project or task  
Interpersonal - Ability to get along well with a variety of personalities and individuals
- Organized - Possessing the trait of being organized or following a systematic method

### EDUCATION

High school diploma or General Education Degree (GED)

### EXPERIENCE

Prior experience in an Administrative Assistant position supporting multiple senior managers preferred

### SKILLS

- Proficient in Microsoft Word, Excel, PowerPoint, and Outlook
- Must be able to operate general office equipment

## Call Center Manager

Manage call center staff and monitor adherence to contract goals. Staff scheduling and assignment of duties. Ensure all call center related equipment works properly. Lead training and education efforts for CSRs, Quality Assurance Specialists, and Call Center Trainer. Provide call center performance reports and uses trend information and feedback to improve all call-taking processes and performance.

**Department:** Call Center

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Manage Call Center Trainer, Leads, Quality Assurance Specialists, and Customer Service Representatives to meet operational and contractual goals
- Ensure proper staffing and technology to handle call volume and contractual requirements
- Monitor training needs and ensure proper CSR education occurs
- Monitor employee performance standards, and take appropriate corrective action in order to meet standards
- Monitor the standards of performance of the Call Center and recommend and initiate call center process and policy improvements to ensure that LogistiCare excels in its contractual performance
- Identifies and resolves customer issues
- Participates in routine communications with clients to improve customer satisfaction
- Recommends and implements changes to improve service efficiency, while maintaining budget requirements
- Ensures the generation and analysis of daily, weekly and monthly reports to be used by management and clients to assess and improve the operations
- Evaluates current reporting tools and performance measurements
- Champions new technology improvements and systems enhancements to meet business objectives
- Works with Project Manager and Assistant Manager in development of short and long-term business and strategic plans and organizational structure within the Call Center
- Participates in projects as necessary
- Displays knowledge of the Medicaid policy manual and relevant transportation needs
- Develops and maintains a comprehensive working knowledge of the transportation platform

## QUALIFICATIONS

### Competency Statement(s)

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Decision Making - Ability to make critical decisions while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals

- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions
- Management Skills - Ability to organize and direct oneself and effectively supervise others
- Motivation - Ability to inspire oneself and others to reach a goal and/or perform to the best of their ability
- Team Building - Ability to convince a group of people to work toward a goal

## EDUCATION

Bachelor's degree or four years of paid NEMT experience

## EXPERIENCE

- Two or more years of qualified experience in a similar role
- Experience managing a customer contact operations function focused on inbound call processing preferred
- Experience developing and implementing incentive programs a plus

## SKILLS

- Strong working knowledge of ACD phone systems
- Experience with developing and deploying technology such as CTI, IVR and QA preferred
- Performance management, coaching and counseling skills
- Exceptional written, verbal skills, organizational, and problem-solving skills
- Excellent interpersonal skills and instills a teamwork philosophy
- Proven and effective leadership and supervisory skills
- Attentiveness to detail and thoroughness
- Ability to multi-task and meet deadlines
- Strong analytical skills
- Must be able to work independently and as a member of a team
- Experience dealing with conflict management
- Ability to create processes that best benefit the entire team
- High level of technical competence to include proficiency with Microsoft Office to include Outlook, Word and Excel
- Knowledge Medicaid and/or Medicare guidelines and covered services a plus

## Call Center Lead

The Call Center Lead provides support to Customer Service Representatives (CSRs) through on-the-job coaching and training to improve job proficiency. Assists CSRs with difficult calls.

**Department:** Call Center

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Oversees a team of CSRs
- Ensures a high level of customer service and promotes a positive working environment
- Coordinate work schedules, vacation and leave requests of CSRs
- Maintain good working relationships with team, co-workers, and management staff
- Assists with CSR training
- Assist Call Center management in performing 90 day and annual evaluations of CSRs
- Maintain daily and/or weekly report to Call Center management of all staff, provider and facility issues
- Complies with LogistiCare policies and procedures
- Receives and documents customer concerns and forwards to QA Department if unable to resolve
- Assists clients with any transportation concerns
- Assists in the identification of system problems and reports any malfunctioning equipment to Call Center management
- Attends all required meetings
- Maintains an acceptable attendance and tardiness record
- Performs other duties as assigned

### COMPETENCY STATEMENT(S)

- Accurate – Ability to perform work accurately and thoroughly
- Communication, Oral – Ability to communicate effectively with others using the spoken word
- Communication, written – Ability to communicate in writing clearly and concisely
- Customer Oriented – Ability to address customers' needs while following company processes
- Interpersonal – Ability to get along well with a variety of personalities and individuals
- Patience – Ability to act calmly under stress and strain, and of not being hasty or impetuous
- Reliability – The trait of being dependable and trustworthy

### EDUCATION

High School Diploma or General Education Degree (GED)

### EXPERIENCE

- At least two years of customer service experience in a heavy phone volume center
- One or more years' experience in a lead position preferred
- Previous call center experience strongly preferred

### SKILLS

- Excellent customer service and phone skills



- Must be able to work independently and as part of a team
- Ability to foster and maintain a positive environment
- Ability to quickly learn new technology
- Must be able to understand and follow complex instructions
- Ability to accurately type 35 wpm
- Read and write English fluently
- Proficient in Microsoft Word, Excel and Outlook
- Bi-lingual a plus

## Call Center Trainer

The Call Center Trainer leads lecture-based and online training programs for call center staff. The Call Center Trainer manages assessment, planning, implementation, facilitation, and tracking processes, and all other day-to-day training duties. The Call Center Trainer monitors the effectiveness of training and makes the appropriate changes, as needed.

**Department:** Call Center

**Full Time:** Exempt

**Work Schedule:** Weekdays, Weekends, and Holidays

- Develops and updates all training manuals, handouts and training aids for call center employees
- Ensures customer service/call taking is standardized through on-site training initiatives
- Ensures contact center new hire paperwork and files are completed in a timely fashion and distributed to appropriate departments and/or supervisor
- Conducts new hire training for call center employees
- Performs call monitoring and productivity measurement; provides feedback to managers and supervisors
- Assists in developing action plans along with providing coaching/training to employees with substandard performance
- Develops/updates and submits new/revised QA policies and procedures to management for approval

### QUALITY ASSURANCE:

Uses quality monitoring database to compile, track and trend individual and team (regional) performance

### STAFF FULFILLMENT & DEVELOPMENT:

- Coordinates the screening and hiring of call center applicants through the LogistiCare applicant database and via utilizing local resources
- Coordinates and conduct interviews for the call center
- Conducts new hire Health First orientation
- Other functions as required in the performance of daily company business requirements

### QUALIFICATIONS

#### COMPETENCY STATEMENT(S)

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.

- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

## EDUCATION

High school diploma or GED

## EXPERIENCE

- Two or more years contact center customer service experience is strongly preferred
- One or more year(s) experience in a Training position strongly preferred

## SKILLS

- Facilitation experience in both small and large groups using a variety of mediums effectively
- Knowledge and proficiency of contact center management tools and principles; knowledge of and proficiency in quality improvement tools and processes
- Demonstrated initiative; and ability to follow instructions and complete assignments in a timely manner
- Must be able to work independently and as a member of a team
- Experience dealing with crisis and ability to create processes that best benefit the entire team
- Excellent customer service and phone skills
- Must possess ability to analyze data and report on center performance
- Strong management and organizational skills
- Ability to accurately type 35+ corrected words per minute
- Ability to work independently or with a team
- Proficient in Microsoft Word, Excel and Outlook
- Read and write English fluently
- Bi-lingual a plus

## Compliance Manager

The Compliance Manager monitors the fulfillment of credentialing requirements by subcontracted NEMT Providers; collects and maintains documentation for vehicles and drivers. The Compliance Manager confirms that network vehicle inspections are current and retains NEMT Provider monitoring records. The Compliance Manager provides leadership support on the development, implementation and execution of all LogistiCare compliance program efforts and promotes adherence to relevant federal and state laws, contract standards, and LogistiCare's ethical standards.

**Department:** Compliance

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Manages team to assist in execution of compliance and field investigation process
- Ensures compliance with applicable federal and/or state laws, regulations, and/or agency rules, contract standards and guidelines, etc.
- Maintains contact with applicable stakeholders for guidance to resolve compliance problems
- Proactively partners across all departments to manage the timely satisfaction of LogistiCare's obligations under all contract agreements
- Facilitate communication between the Billing, Legal and local to resolve issues effectively using business solutions in a timely manner
- Directly supervises the Compliance Department and Field Investigation Team
- Provider and facility visits, field work and training inspections (if any)
- Complaints and investigations
- Field investigator hours and assignments
- Reports on vehicles and driver counts regularly
- Issues reports as requested

### QUALIFICATIONS

- Must possess excellent written and verbal communication skills to facilitate effective communications and correspondence with internal and external management and clients
- Ability to handle multiple tasks and work well under pressure
- Ability to handle sensitive situations with tact and diplomacy
- Ability to read, interpret and apply laws, rules, regulations, policies and/or procedures
- Strong project management and organizational skills
- Proven and effective leadership and supervisory skills

### EDUCATION

Bachelor's degree or four years of similar experience in the NEMT industry

### EXPERIENCE

Two years of experience in a similar role desired

### SKILLS

Proficiency in MS Office tools and resources including PowerPoint, Excel and Word

## Compliance Specialist

The Compliance Specialist is the primary contact for assigned NEMT Providers in the support and completion of contractual credentialing obligations.

**Department:** Compliance

**Full Time/ Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Ensures compliance with applicable federal and/or state laws, regulations, and/or agency rules, contract standards and guidelines, etc.
- Verifies provider documents and ensures that they meet contract requirements and scan and maintain documents in an electronic filing system
- Establishes and maintains good working relationship with LogistiCare employees, NEMT Providers and other stakeholders
- Ensures accurate and timely data input
- Maintains and manages data accounts in database
- Proactively partner across departments to manage the timely satisfaction of LogistiCare's obligations under all contract agreements
- Make observations and recommendations for improvement
- Maintain strong working knowledge of LogistiCare operations and procedures
- Perform other duties as assigned

### COMPETENCY STATEMENT(S)

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Decision Making – Ability to make critical decisions while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Organized – Possessing the trait of being organized or following a systematic method of performing a task
- Patience - Ability to act calmly under stress and strain, and of not being hasty or impetuous

### EDUCATION

High School Diploma or General Education Degree (GED)

### EXPERIENCE

Six months to one-year of prior in-bound call center experience and/or prior customer service experience; ability to correspond effectively with both internal/external clients.

## SKILLS

- Must possess excellent written and verbal communication skills to facilitate effective communications and correspondence with internal and external management clients
- Ability to handle multiple tasks and work well under pressure
- Read, interpret and apply laws, rules, regulations, policies and/or procedures
- Strong project management and organizational skills
- Ability to communicate information and ideas clearly and concisely in writing; read and understand information presented in writing
- Ability to handle sensitive situations with tact and diplomacy
- Must be proficient in Microsoft Word and Excel
- Ability to accurately type 35wpm



## *Customer Service / Ride Assist Representative*

The Customer Service/ Ride Assist Representative interacts with customers that contact LogistiCare's toll-free line. Provides information in response to inquiries about NEMT services or vehicle location and documents and attempts to resolve complaints. Ensures data is entered accurately and efficiently during calls. Conducts all gatekeeping functions related to trip authorization, as well as documenting and resolving complaints and issues while providing superior customer service.

**Department:** Call Center

**Full Time/ Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Assists customers with transportation questions and concerns
- Schedules, modifies and cancels reservations as requested
- Obtains and documents details of any complaints being filed
- Receives and documents customer concerns
- Ensures accurate trip data input
- Maintains a polite and courteous manner at all times
- Maintains an acceptable attendance and tardiness record
- Demonstrates sincere personal commitment to producing high quality work
- Ensures that all relevant customer information is documented
- Refers unresolved customer grievances to designated department for further investigation and resolution
- Attends all required meetings
- Promotes a positive working environment
- Adheres to and ensures all company policies and procedures are maintained

### COMPETENCY STATEMENT(S)

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Patience - Ability to act calmly under stress and strain, and of not being hasty or impetuous

### EDUCATION

High School Diploma or General Education Degree (GED)

### EXPERIENCE

- Six months to one-year prior in-bound call center experience and/or prior customer service experience
- Fluency in languages other than English a plus

## SKILLS

- Excellent customer service and phone skills and must be able to work independently or with a team
- Ability to quickly learn new technology
- Must be able to understand and follow complex instructions
- Ability to accurately type 35wpm

## *Outreach and Communications Manager*

The Outreach and Communications Manager works closely with nursing homes, dialysis clinics, and other medical providers that have numerous clients with routinely scheduled trips in order to maximize scheduling coordination and information sharing.

**Department:** Outreach and Communications

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

The Outreach and Communications Manager visits facilities regularly to provide training and information about the non-emergency medical transportation system, and to learn about facility concerns. This position functions as an advocate for patients and case-managers alike throughout the state providing in-service training to facilities on how to use NEMT services effectively and to promote positive relationships.

### **QUALIFICATIONS**

#### **Competency Statement(s)**

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Decision Making - Ability to make critical decisions while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions
- Management Skills - Ability to organize and direct oneself and effectively supervise others
- Presentation Skills – Ability to effectively present information publicly
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building – Ability to find a solution for or to deal with customers and co-workers

#### **Education**

Bachelor's degree or four years of paid NEMT experience

#### **Experience**

- Two or more years' qualified experience in a similar role
- Experience with facility based social service programs, including facility discharge planning highly desirable
- Experience interacting with healthcare facilities and medical groups

#### **SKILLS**

- Strong verbal, written and interpersonal communication skills
- Ability to communicate effectively with clients and providers and make public presentations
- High level of technical competence to include proficiency with Microsoft Office Suite; advanced Excel skills a plus

- Excellent problem-solving skills: must be able to develop and implement action plans to address issues
- Strong problem resolution skills
- Must have a proactive approach to relationship building
- Must be solutions oriented, creative innovative thinker
- Must be able to work independently and as a team member

## Appointment Verification Specialist

The Appointment Verification Specialist educates facilities about LogistiCare, NEMT services and provides facilities with information about available features such as gas reimbursement, bus passes and how to complete various paperwork and reports. Interacts with facility social service staff to coordinate patient trips.

**Department:** Outreach and Communications

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Solves specific patient issues with facility case manager (initiate schedule changes, routing suggestions, provider changes, etc.)
- Prompts the facility social worker to coordinate with patients to get complete updated lists of patient addresses to accurately update LogistiCare's database for the new provider
- Manages prescheduled patient trips in the Transportation Platform
- Audit provider trip logs against prescheduled trip confirmations received from facilities
- Provide outreach to medical facilities
- Handle facility complaints regarding prescheduled patient delivery and pick-up
- Identify potential fraud and or abuse
- Performs other duties as assigned

### QUALIFICATIONS

#### COMPETENCY STATEMENT(S)

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Patience - Ability to act calmly under stress and strain, and of not being hasty or impetuous
- Reliability - The trait of being dependable and trustworthy

### EDUCATION

High School Diploma or General Education Degree (GED)

### EXPERIENCE

At least two years prior experience in a fast-paced, high level customer service oriented environment preferred

### SKILLS

- Excellent customer service and phone skills
- Must be able to work independently and as a part of a team
- Ability to foster and maintain a positive environment
- Ability to quickly learn new technology
- Must be able to understand and follow complex instructions
- Ability to accurately type 35 corrected wpm

- Read and write English fluently
- Proficient in Microsoft Word, Excel and Outlook and must be able to learn and acquire proficiency in LogistiCare's proprietary software application(s)
- Bi-lingual a plus



## Network Manager

The Network Manager is responsible for ensuring NEMT Providers who contract with LogistiCare meet and exceed the compliance requirements contained in their contract. Ensures NEMT Providers comply with training requirements (Passenger Safety & Sensitivity and Defensive Driving). Performs random and/or assigned field investigations, and documents each investigation using appropriate reporting form. Monitors Providers adherence to contract requirements, service quality, and the appropriateness of the assigned level of service. The Network Manager performs vehicle inspections to ensure vehicle compliance with all ADA and other Federal, State and Local regulatory standards.

**Department:** Provider Relations

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Maintains certification as Instructor for both Passenger Assistance, Sensitivity & Safety as well as Defensive Driving
- Trains driver and attendants using LogistiCare's prescribed training curriculum
- Performing vehicle inspections to ensure vehicle compliance with all ADA and other Federal, State and Local regulatory standards
- Performs scheduled and random visits (local travel) to healthcare facilities and contracted transportation providers to verify level of service and provider adherence to contract standards
- Schedules field work in cooperation with the Assistant Manager, Transportation Manager, and Provider Relations Manager to include planning and documenting work schedule and providing follow up reports management on a regular basis
- Investigates quality of NEMT Provider's on-time performance, driver's adherence to service requirements and alteration(s) to rider's level of service and/or scheduling requirements
- Focuses investigations on appropriate assignment of level of service by LogistiCare and/or facility, and potential fraud and abuse based on available billing and trip data

### QUALIFICATIONS

#### COMPETENCY STATEMENT(S)

- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Problem Solving - Ability to find a solution for or to deal proactively with work-related problems
- Self-Motivated - Ability to be internally inspired to perform a task to the best of ones ability using his/ her own drive or initiative
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Time Management - Ability to utilize the available time to organize and complete work within given deadlines

## EDUCATION

Bachelor's Degree or four years of paid NEMT experience.

## EXPERIENCE

- Two or more years of qualified experience in a similar role
- Prior experience trainer and field inspector preferred.
- Current certification from the CTAA and NSC is a plus
- Prior audit experience and/or knowledge of Medicaid guidelines also a plus

## SKILLS

- Valid/current driver's license and a clean driving record
- Demonstrates strong verbal, written and interpersonal skills
- Ability to train drivers and attendants using LogistiCare prescribed training curriculum
- Basic knowledge of WV along with ability to read and follow maps
- Ability to work independently with minimal supervision
- Must be self-motivated and possess superior time management skills
- Demonstrated software skills to include proficiency of Microsoft Excel, Outlook and PowerPoint
- Must have proven experience dealing with conflict management
- Ability to accurately type 35+ corrected words per minute
- Must be willing and able to travel locally within assigned local area
- Approximately 25% of work time is conducted in an office setting and approximately 75% will involve extensive travel
- Must be flexible to work a variety of work schedules/hours
- Ability to follow complex instructions

## Field Monitor

The Field Monitor is responsible for ensuring transportation providers who contract with LogistiCare meet and exceed the compliance requirements contained in our contract. This includes providing training to drivers and attendants for Passenger Assistance & Safety, and Defensive Driving. Performs random and/ or assigned field investigations, and files reports on each investigation using appropriate reporting

form, of providers' adherence to contract requirements, service quality at the particular facility, and the continued appropriateness of LGTC's assigned level of service for trips to the facility. The Field Monitor also performs vehicle inspections to ensure vehicle compliance with all ADA and other Federal, State and Local regulatory standards.

**Department:** Transportation

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Schedules field work
- Runs and analyzes reports
- Works with Transportation Manager to create and implement policies and procedures
- Works with Transportation Manager to verify capacity is adequate in each region
- Provides training and remote oversight to ensure expectations are met
- Carries out LGTC policies to modify behavior of non-compliant transportation providers
- Maintains certification as Instructor for both Passenger Assistance, Sensitivity & Safety as well as Defensive Driving
- Trains and oversees driver and attendants using LGTC prescribed training curriculum
- Performing vehicle inspections to ensure vehicle compliance with all ADA and other Federal, State and Local regulatory standards
- Performs scheduled and random visits (within region) to healthcare facilities and contracted transportation providers to verify level of service and provider adherence to contract standard
- Organizes field work in cooperation with the Transportation Manager to include planning and documenting work schedule and providing follow up reports to management on a regular basis
- Investigates quality of transportation provider's on-time performance, driver's adherence to service requirements and alteration(s) to rider's level of service and/or scheduling requirements
- Focuses and organizes investigations on appropriate assignment of level of service by LGTC and/ or facility, and potential fraud and abuse based on available billing and trip data
- Performs other duties as assigned

### COMPETENCY STATEMENT(S)

- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures

- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Problem Solving - Ability to find a solution for or to deal proactively with work-related problems
- Self-Motivated - Ability to be internally inspired to perform a task to the best of one's ability using his or her own drive or initiative
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Time Management - Ability to utilize the available time to organize and complete work within given deadlines

## EDUCATION

High School Diploma or General Education Degree (GED)

## EXPERIENCE

- Experience with transportation and/or vehicle maintenance preferred
- Prior audit experience and/or knowledge of Medicaid guidelines a plus

## SKILLS

- Ability to train drivers and attendants using LogistiCare prescribed training curriculum
- Valid/current driver's license and a clean driving record
- Basic knowledge of assigned state along with ability to read and follow maps
- Ability to follow complex instructions
- Must be flexible to work a variety of work schedules/hours
- Must be willing and able to travel locally 75%+ within assigned state
- Ability to work independently with minimal supervision
- Must be self-motivated and possess superior time management and supervisory skills
- Proficient in Microsoft Word, Excel and Outlook and PowerPoint
- Ability to learn system and analyze data
- Experience dealing with conflict management
- Strong organizational, verbal, written and interpersonal skills

## Public Transit Representative

The Public Transit Representative is responsible for identifying clients that meet the criteria for using the Mass Transit system, Volunteer Driver program, and the Gas Reimbursement Program. Works closely with the Transportation and Quality Assurance departments to ensure smooth coordination of the potential clients to public transportation, volunteer drivers, and gas reimbursement.

**Department:** Transportation

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Identifies potential Medicaid recipients/ clients that meet the criteria for using the Public Transit system, Independent Driver program, and Gas Reimbursement program
- Distributes transit tickets when appropriate and tracks utilization
- Confirms that all drivers eligible for gas reimbursement meet program criteria and that invoices
- are paid appropriately
- Works closely with the Transportation and Quality Assurance departments to ensure smooth coordination of the potential clients to the bus
- Maintains an open line of communication with superiors and co-workers, facilities and public transit systems
- Remains knowledgeable of Public Transit Bus Routes and schedules
- Creates and maintains spreadsheets showing 12 month goals and projected cost savings
- Performs other duties as assigned

### QUALIFICATIONS

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Detail Oriented – Ability to pay attention to the minute details of a project or task
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Reliability - The trait of being dependable and trustworthy

### EDUCATION

High School Diploma or General Education Degree (GED)

### EXPERIENCE

- Two years of prior customer service experience; heavy phone volume and data entry strongly preferred
- One or more years public transit experience preferred

## SKILLS

- Superior customer service and phone skills; strong problem solving, time management, and organizational skills
- Exemplary soft skills to include, but not limited to, excellent verbal and written communication
- Ability to set and meet realistic cost saving goals
- Create and maintain spreadsheets showing 12-month goal projects and cost savings
- Ability to accurately type 35+ words per minute, and ability to work independently or with a team a must
- Computer proficiency with MS Office Suite (Word, Outlook, Excel)
- Bi-lingual English/Spanish a plus



## Complaint Coordinator

The Complaint Coordinator works with members, facilities, NEMT Providers and LogistiCare staff to ensure quality service. The Complaint Coordinator establishes positive and effective working relationships with all stakeholders to find solutions that reduce the number of official complaints.

**Department:** Quality Assurance

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Records and initiates investigation of complaints
- Initiates corrective actions
- Works closely with Quality Assurance Specialist
- Sends out notices when updates are due
- Manages the denial and appeal process
- Performs other duties as assigned

### QUALIFICATIONS

- Competency Statement(s)
- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Patience - Ability to act calmly under stress and strain, and of not being hasty or impetuous
- Reliability - The trait of being dependable and trustworthy

### Education

High School Graduate or General Education Degree (GED)

### Experience

2+ years customer service experience in a medical environment preferred

### SKILLS

- Excellent customer service and phone skills
- Strong verbal communications, problem solving, time management and organizational skills
- Must be able to handle heavy phone volume
- Ability to quickly learn new technology
- Ability to accurately type 35+ corrected words wpm
- Read and write English fluently
- Proficient in Microsoft Word, Excel and Outlook and must be able to learn and acquire proficiency in LogistiCare's proprietary software application(s)
- Ability to work independently or with a team a must
- Bi-lingual a plus

## Anti-FWAM Specialist

The Anti-FWAM Specialist receives, researches, and reports on allegations of potential or actual fraud, waste, and abuse. In addition, the Anti-FWAM Specialist is required to identify and monitor utilization and billing trends that may indicate FWA. The Anti-FWAM Specialist leverages internal and external resources, including communications with members, facilities, clients, law enforcement and other parties to fully investigate potential or actual FWA.

**Department:** Quality Assurance

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Advises management team on issues relating to FWA investigations processes
- Processes faxes, mail, email, and web requests (inbound and outbound) related to allegations or patterns indicating potential or actual FWA
- Reports to management team bona fide allegations of potential or actual FWA
- Assists management team with reports to and regular/ad hoc status calls with clients or law enforcement regarding allegations or patterns indicating potential or actual FWA
- Collaborates with Network Services personnel to fulfill internal, client, or law enforcement requests for field investigations involving allegations or patterns indicating potential or actual FWA
- Provide outreach and education to members, facilities, clients, law enforcement, and company personnel regarding FWA, as needed
- Additional duties as assigned, including assisting and performing functions for other departments supervised
- Participates in projects as necessary

### QUALIFICATIONS

#### COMPETENCY STATEMENT(S)

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of clients', members', and law enforcement personnel's needs while following company procedures
- Detail Oriented – Ability to pay attention to the minute details of a project or task.
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Reliability - The trait of being dependable and trustworthy

### EDUCATION

High school diploma or equivalent

## EXPERIENCE

Two or more years of call center or front office medical facility experience is strongly preferred

## SKILLS

- Excellent customer service and people skills; must be able to work independently and with teams
- Ability to quickly learn new technology and processes
- Must be able to understand and follow complex instructions
- Read, write, speak, and understand English fluently

## Provider Relations Manager

The Provider Relations Manager oversees the Network Manager, Compliance team and Transportation department and ensures day-to-day transportation-related objectives are met. The Provider Relations Manager ensures that the office exhibits outstanding transportation problem-solving skills as well as excellent verbal, written and interpersonal communication skills when communicating with members and their families, health care facilities, NEMT Providers and internal customers.

**Department:** Provider Relations

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Demonstrates thorough understanding of our transportation platform and ride processes
- Records and correctly codes the complaints it receives
- Runs the Platform Customer Issues Report daily to review complaints from the region received by the operations center or the regional office
- Establishes, maintains and strengthens office processes to investigate, validate, resolve, respond to, follow through on and prevent re-occurrence of complaint (s)
- Ensures that the assigned (or an alternate) provider quickly picks up the member after receiving a Ride Assist call
- Recommends liquidated damages, if necessary
- Assumes primary responsibility for network development, support, improvement and contract enforcement
- Communicates with providers often, visits them regularly and/or observes their fleets in action in order to ensure that providers adhere to contract requirements
- Runs appropriate report(s), at least monthly, to monitor providers' cost, on time, Ride Assist and reroute performance
- Assists the Assistant Manager in managing the distribution of work within the department
- Maintains inventory of and reports quarterly on all vehicles, drivers and provider insurance coverage(s)
- Maintains applicable certification(s) to qualify, and is able to train drivers and inspect vehicles, if necessary
- Negotiates first level of provider contracts with established guidelines

Assists Operations Center's efforts to:

- Provide quality NEMT to recipients
- Establish and continually validate the need for standing orders
- Prevent fraud and abuse
- Encourage recipients' use of the gas reimbursement program
- Data Collection, Maintenance and Reporting

Reports monthly to the Assistant Manager on:

- Provider and facility visits, field work and training inspections (if any)
- Complaints, calls, cancellations and re-routes
- Assumes primary responsibility and leadership for quarterly advisory and provider meetings

**Budget**

- Submits budgets as directed and maintains day-to-day control of operational expenditures
- Recommends assignment of trips to comparable quality but less costly providers
- Performs other duties as assigned by Project Manager

**POSITION QUALIFICATIONS**

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

**EDUCATION**

Bachelor's degree or four years of NEMT experience.

**EXPERIENCE**

Two or more years of qualified experience.

**SKILLS**

Proficient in Microsoft Word, Excel, and Outlook.

## Utilization Review Specialist

The Utilization Review Specialist is responsible for eligibility determinations, verifying appropriateness of service levels, denials and appeals, exceptional distance monitoring, and confirming utilization of the closest medical provider, and processes the utilization report analysis. Reviews and analyzes clinical documentation related to transportation

services. Determines the appropriateness of transportation requests and interacts with medical facilities, clinicians, physicians and internal staff to identify and resolve complaints. Analyzes data and develops cost management strategies. Performs other duties as assigned.

**Department:** Outreach and Communications

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

### QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### EDUCATION

High school diploma or equivalent

### EXPERIENCE

At least one year of customer service experience in a medical environment; prior front office medical experience, medical case management and/or medical social work experience preferred

### SKILLS

- Excellent written and verbal communication skills and superior analytical skills.
- Ability to work in a fast pace environment. Must work well independently and in a group setting.
- Proficient in Microsoft Word, Excel, Outlook and Access



## Transportation Coordinator (Router)

The Transportation Coordinator (TC) schedules, routes and dispatches trips to third-party NEMT Providers and handles the coordination of pre-scheduled patient trips to medical facilities.

**Department:** Transportation

**Full Time/Non-Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Schedule, route and dispatch trips
- Assist with the coordination of public transportation
- May also include administering the volunteer driver/gas reimbursement program
- Work closely with transportation providers and health care facilities to resolve problems
- Assists with providing support to office staff in pursuit of excellent customer service

### QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### COMPETENCY STATEMENT(S)

- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented, Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals

### EDUCATION

High School Graduate or General Education Degree (GED)

### EXPERIENCE

- One to two years of related experience
- Prior in-bound call center experience and/or prior customer service experience with at least one year of heavy phone volume preferred
- In-bound call center experience preferred
- Transportation experience to include: trip assignment, re-routing and dispatch preferred
- Experience and/or knowledge of transit system a plus
- Knowledge of Medicaid guidelines a plus

### SKILLS

- Excellent customer service & phone skills
- Proficient with Microsoft Word, Excel, and Outlook
- Ability to accurately type 35+ corrected words per minute

- Ability to work independently or with a team
- Must be able to handle heavy phone volume

## Claims Processor

The Claims Processor is responsible for auditing invoices in an effort to ensure that claims are processed correctly and accurately. The Claims Processor is also responsible for correcting any errors prior to payment processing. Reviews all invoices with an underpayment or overpayment of a specific amount set by the department.

**Department:** Claims

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Randomly reviews invoices for accuracy
- Reviews findings daily with Claims department lead
- Completes evaluations for each invoice reviewed
- Inputs QA scores with comments into an Excel spreadsheet Identifies common errors or weaknesses in processors or workflows
- Assist on check disbursement day with matching process of checks and batch reports being sent to providers when needed

### QUALIFICATIONS

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Problem Solving - Ability to find a solution for or to deal proactively with work-related problems
- Time Management - Ability to utilize the available time to organize and complete work within given deadlines

### EDUCATION

High School Graduate or General Education Degree (GED)

### EXPERIENCE

Previous experience in data processing with adherence to quality performance metrics preferred

### SKILLS

- 10-key skills required
- Proficient in Microsoft Word and Excel
- Must be able to work independently or with a team
- Ability to quickly learn new technology
- Ability to accurately type 35wpm

## Claims Lead

The Claims Lead is responsible for assisting the management team with oversight of the verification and processing of transportation billing with accuracy and in a timely manner and serves as a liaison between the transportation providers and LogistiCare. In addition, the Claims Lead ensures that the Claims Processors have adequate training and are proficient in their daily tasks; provides assistance with difficulties or questions.

**Department:** Claims

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Facilitates the training of Claims Processors
- Maintains a positive working relationship with external and internal customers
- Communicates with transportation providers when applicable
- Meets all departmental deadlines
- Identifies any problems with transportation billing
- Works closely with the Regional office locations where applicable
- Maintains a polite and courteous manner at all times
- Maintains/updates call logs
- Maintains/updates Excel spreadsheets
- Attends all required meetings
- Maintains an acceptable attendance and tardiness record
- Adheres to company policies and procedures
- Meets with management to discuss training/ workflow issues
- Performs other administrative duties as assigned

### QUALIFICATIONS

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Problem Solving - Ability to find a solution for or to deal proactively with work-related problems
- Time Management - Ability to utilize the available time to organize and complete work within given deadlines

### EDUCATION

High School Diploma or General Education Degree (GED)

## EXPERIENCE

- Previous experience in data processing preferred
- One to two years of experience leading or directing staff preferred

## SKILLS

- 10-key skills required
- Superior customer service and phone skills
- Must be able to work independently or with a team
- Ability to quickly learn new technology
- Must be able to understand and follow complex instructions
- Ability to accurately type 35wpm
- Must have the ability to learn proprietary software applications
- Must be proficient in Microsoft Excel, Word and Outlook; MS Access a plus

## Care Manager

The Care Manager functions as an advocate within the non-emergency medical transportation system for members and healthcare facility personnel by providing in-service training to facilities on how to use NEMT services effectively and to promote positive relationships by performing the following duties:

**Department:** Outreach and Communications

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

- Responsible for providing community-based outreach and education activity
- Develops on-going relationships with facilities through face to face meetings, phone calls and group presentations
- Maintains positive relationships with facilities
- Provides in-service training to facilities on how to use NEMT services effectively
- Travel to healthcare facilities as required
- Provides post-meeting follow up/communication to healthcare facilities and LogistiCare departments accordingly
- Maintains open lines of communication

### QUALIFICATIONS

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

### EDUCATION

High School Diploma or General Education Degree (GED) required

### EXPERIENCE

- Experience interacting with health plans and healthcare facilities strongly preferred
- At least one year experience as an outreach or provider relations representative strongly preferred

### SKILLS

- Computer Skills: Proficient in Microsoft Word, Excel, Outlook, and PowerPoint
- Familiar with all Internet Engines



## Transportation Manager

The Transportation Manager manages the day-to-day routing of trips in assigned region.

The Transportation Manager works with the Network Manager and NEMT Providers to respond to urgent, rerouted, and will-call trip requests and recover trips that may not meet on-time performance standards. Assists with NEMT Provider grievances. Monitors coverage and trip demand. Assists with questions related to Provider locations and ETAs.

**Department:** Transportation

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

Demonstrates thorough understanding of Transportation Platform and ensures that the office:

- Is staffed appropriately to receive complaint calls/faxes from NEMT Providers
- Records and correctly codes the complaints it receives
- Establishes, maintains and strengthens regional office processes to investigate, validate, resolve, respond to, follow through on and prevent re-occurrence of complaint (s)

### *Transportation Provider Network*

- Assumes primary responsibility for network, support, improvement and contract enforcement
- Communicates with providers often, and/or observes their fleets in action in order to ensure that providers know contract requirements, adhere to contract and knowledge is gained regarding emerging problems affecting providers
- Runs appropriate report(s), at least monthly, to monitor providers' cost, on time, "Ride Assist" and reroute performance
- Assists the Assistant Manager in managing the distribution of work within the region
- Works with Compliance Manager to maintain inventory of all vehicles, drivers, and credentialing documentation
- Maintains applicable certification(s) to qualify, and is able to train drivers and inspect vehicles, if necessary
- Assumes primary responsibility for network development, support, improvement and contract

Assists Operations Center's efforts to:

- Provide quality NEMT to recipients
- Establish and continually validate the need for standing orders
- Prevent fraud and abuse
- Encourage recipients' use of the gas reimbursement program

### *Data Collection, Maintenance and Reporting*

Reports monthly to the Assistant Manager on complaints, calls, cancellations and re-routes

## QUALIFICATIONS

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

## EDUCATION

Bachelor's degree or four years of equivalent experience in the NEMT industry.

## EXPERIENCE

Two or more years of similar experience leading a staff.

## SKILLS

- Computer Skills
- Proficient in Microsoft Word, Excel, and Outlook

## Transportation Supervisor

The Transportation Supervisor is responsible for assuring timely services for clients from sub-contracted providers to include oversight/management of all relations with subcontract providers standards.

**Department:** Transportation

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

### Provider Network Functions

- Manages provider network related to specific contracts to ensure that performance criteria are met
- Ensures that all contract regulations pertaining to providers are enforced
- Recruits and negotiates with provider network
- Oversees the trip assignment process
- Responsible for developing alternative transportation options such as public transit, recipient reimbursement, or volunteer driver systems
- Assist with driver training and inspection programs
- Works closely with transportation providers to address and resolve transportation issues
- Maintains open lines of communications

### Client Relationships

- Develops ongoing relationship with facilities
- Manages problem resolution and quality including complaint reports
- Provides in-service training to facilities, medical groups and members on how to use services effectively and to promote positive relationships
- Completes necessary reports related to assigned contracts
- Regularly meets with stakeholders to ensure we meet their expectations

### Supervisory Function

- Supervise, manage and develop a team of Transportation Coordinators and a Lead Transportation Coordinator to meet operational and contractual goals; maximizing the potential of each employee supervised
- Mentor, coach, and review the performance of staff
- Monitor employee performance standards, and take appropriate corrective action in order to meet standards
- Manages and supports office staff in pursuit of excellent customer service

### QUALIFICATIONS

- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals

- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Time Management - Ability to utilize the available time to organize and complete work within given deadlines

## EDUCATION

Bachelor's degree preferred, high school diploma or equivalent required.

## EXPERIENCE

- Two to three years' experience preferably with demand response transportation management
- Experience leading and supervising staff preferred

## SKILLS

- Knowledge of and proficiency in quality improvement tools and processes
- Demonstrated initiative; and ability to follow instructions and complete assignments in a timely manner
- Proven experience dealing with crisis and ability to create processes that best benefit the entire team
- Excellent customer service and phone skills
- Strong management and organizational skills
- Ability to accurately type 35+ corrected words per minute
- Proficient in Microsoft Word, Excel and Outlook
- Ability to read and write English fluently; bi-lingual a plus

## Business/Data Analyst

Completes standard and ad hoc reporting and analysis for management team and/or client. Prepares pro forma profit and loss statements-based assumptions obtained from analysis. Works with other members of operations for standard and ad-hoc report analysis.

**Department:** Operations

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

### COMPETENCY STATEMENT(S)

- Analytical Skills - Ability to use critical thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

### EDUCATION

Bachelor's degree required.

### EXPERIENCE

- Experience as a Financial/Reporting Analyst or related field preferred
- Required experience with Excel
- Data mining experience required, work with large data files

### SKILLS

Proficient with Microsoft Excel

## Quality Assurance Specialist

The Quality Assurance (QA) Specialist manages the QA Plan, Call Compliance and all QA activities and oversees all activities of call center and complaint staff. Establishes positive and effective working relationships with clients, members, NEMT Providers and medical facilities to establish superior customer service.

**Department:** Quality Assurance

**Full Time/Exempt**

**Work Schedule:** Weekdays, Weekends, and Holidays

The QA Specialist will identify trends in complaint categories and devise action plans for immediate and effective reduction of complaints. The QA Specialist will be responsible for developing programs and an organizational structure to support contract requirements. Additionally, this individual will conceptualize process flow both in establishing policies and in enhancing our proprietary computer-aided data management system.

- Ensure timely communication, review and resolution of complaints and concerns raised by recipients, facilities and transportation providers
- Compile daily issue reports and provider time-response compliance reports
- Identifies and trends complaint categories and devises action plans for immediate and effective reduction of complaints
- Makes verbal contact with complainant (and Medicaid member's family when appropriate) within 24 hours of LogistiCare's receipt of a complaint
- Submits responses to the complaint within 72 hours of LogistiCare's receipt of a complaint
- Enlists support of, seeks to work cooperatively with, and coordinates communications and investigations with LogistiCare's staff during the 72 hours following receipt of a complaint
- Ensures each complaint has been properly addressed tracks the status of the complaint process Responsible for and processes all Tier I complaint activities both in-house and client complaints
- Provides immediate updates on issues regarding the resolution of all Tier I complaints
- Verbally updates Project Manager and Assistant Manager daily on outcome of his/her communications with complainant (and Medicaid member's family when appropriate) and resolution of service issues and/or complaints
- Composes and/or approves the composition of LogistiCare's written responses to complaints Complete and distribute monthly, quarterly and annual customer reports according to customer schedules
- Complete customer quarterly quality initiative audits and annual audits
- Attend customer meetings regarding quality of service and/or reporting
- Establishes client files and maintains records
- Supervises and assists all Complaint Coordinators with overflow complaints when necessary and with tasks and problem solving
- Implements/develops instructions, policies and procedures throughout department; resolve staff concerns and serves as a liaison to other departments
- Works closely with all managers regarding service issues
- Research issues related to satisfaction surveys
- Gather information related to member injuries and provider accidents
- Analyzes patient attendance, trip distance and cost data and develops appropriate cost management strategies concerning standing order transports



- Provides oversight of vehicle and driver contractual compliance information and works closely with the transportation manager to notify providers when updates are due
- Performs other duties as assigned

### POSITION QUALIFICATIONS

- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Decision Making - Ability to make critical decisions while following company procedures
- Detail Oriented - Ability to pay attention to the minute details of a project or task
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Management Skills - Ability to organize and direct oneself and effectively supervise others
- Motivation - Ability to inspire oneself and others to reach a goal and/or perform to the best of their ability
- Problem Solving - Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers

### EDUCATION

High School Diploma. BA/BS degree preferred.

### EXPERIENCE

- One to two years of customer service experience; three years of team lead experience strongly preferred.
- Demonstrated experience interacting with individuals, families, mental health, elder services, and facilities and programs strongly desirable
- Knowledge of clinical UR and QA, Medicaid, Medicare guidelines/covered services a plus
- At least one-year experience in an administrative role preferred

### SKILLS

- Experience interacting with individuals, families and health care and/or elderly care facilities and programs
- Exceptional interpersonal skills with excellent verbal and writing skills
- Ability to think creatively and use various methods in problem solving; ability to anticipate and resolve problems
- Superior analytical and investigative abilities
- Ability to multitask and meet deadlines
- Excellent time management and organizational skills
- Must be able to prioritize duties
- Must be self-directed with ability to work independently
- Proven and effective leadership and supervisory skills
- Ability to teach, coach, motivate and lead subordinates
- Positive attitude and ability to work well with others
- Flexibility in all areas; easily adaptable to ever changing environment and requirements
- Professional appearance and attitude

- Ability to maintain confidentiality, take the initiative and be proactive, work under pressure, communicate information clearly and work with diverse populations
- Patient listening and strong conciliation skills
- Type at least 35 words per minute
- Working knowledge of Internet Engine

LogistiCare interacts with members through comprehensive outreach and education. We focus on delivering member-centric communications in varying formats, languages, and literacy levels to meet the needs of West Virginia's diverse population. This sample member outreach and education plan describes the best practices we incorporate into the NEMT program to facilitate successful transportation coordination services that enhance the member experience.

### OBJECTIVE

Because we serve a diverse Medicaid community, there is no "one size fits all approach" to transportation. Health issues, mobility limitations, and intellectual disabilities sometimes affect the level of service members receive. We foster compliant behaviors and strong relationships between the West Virginia Medicaid population and LogistiCare by providing broad and frequent education. In addition, we provide information in multiple formats and/or languages, at no charge to Medicaid members.



We educate members about the program, our policies, and procedures upfront through our Welcome Letter and provide member-specific education during every interaction. The following are ways we connect with members about the NEMT program, their rights and responsibilities, changes to policies, methods to contact LogistiCare for scheduling or ride inquiries, ways to file a concern, and more:

- On-hold messaging
- Welcome letter
- Brochures
- Live CSRs
- Program website
- Member portal
- Mobile application
- Mailings
- Regional advisory committee meetings
- Facility training and education

We will submit a finalized draft of our member outreach and education plan to the Bureau for approval no later than thirty (30) calendar days prior to the operations start date. Throughout the contract period, we will encourage feedback from members regarding our plan. The training plan will be updated annually. We acknowledge that our training plan and materials will be detailed to allow the Bureau to determine their effectiveness towards meeting specified training goals and objectives.

### COMMUNICATION POLICY

#### *Health Insurance Portability and Accountability Act*

LogistiCare's Communication Policy dictates that any communication that supports training and education plan must be conducted professionally and securely to ensure that members protected health information (PHI) is kept confidential. All communications are archived and submitted to the Bureau, upon request.

- **HIPAA Policies:** LogistiCare trains all employees and subcontractors on Centers for Medicare and Medicaid Services (CMS) and HIPAA regulations and applicable state law confidentiality requirements.

During new employee orientation, HIPAA policies and procedures are reviewed, and additional updates are provided on a regular basis to all employees. HIPAA training is conducted annually and all employees must sign an attestation statement confirming the receipt and understanding of the policy.

As depicted in the table below, we use multiple communication approaches to reach members, including web based and on-demand communication, delivered in a HIPAA-compliant manner.

Education Media	Members
Advisory Committee Meetings	✓
Mobile Apps	✓
Brochures	✓
Corrective Actions Plans	✓
Incident to a trip request	✓
Mailings	✓
Member Handbook	✓
On-hold messaging	✓
On-line Training Modules	✓
Phone consults	✓
Web Portal	✓

If, at any time, we are not selected to maintain our status as the state's NEMT broker, we will conduct outreach during the turnover period. We will inform members of the change and answer any questions related to the transition. In addition, we will comply with the terms in Section XV of Appendix I to assure a seamless turnover.

► **Submission of Outreach and Education Plan**

LogistiCare will submit the final plan for educating members at least thirty (30) days prior to the start of operations.

## EDUCATING CURRENT & FUTURE MEMBERS

Because LogistiCare is the incumbent, most members are already well-informed of the program policies and procedures. To reinforce their understanding and communicate changes, we will update our hold messaging and scripts with any changes that will affect Medicaid members and mail a written notice of the changes to members before the start of the new contract term. During the program's first 60 days – the implementation period - we will perform extensive outreach, post the welcome letter on our website, and hand-deliver brochures and other materials to facilities, including local human service agencies, licensed behavioral health centers, and medical provider offices. An abundance of materials will be left with these facilities for redistribution to members. Throughout the life of the contract, we will update members on changes to policies and procedures (from CMS, the Bureau, or LogistiCare) through our website, by mail, or via staff communications (phone).

## INFORMATION AND EDUCATION TOPICS

Our verbal and written member communications cover the following topics:

- **Accessing NEMT Services:** Through our educational materials, members learn the importance LogistiCare places on safe, efficient, compliant NEMT services. Member education materials include information about NEMT eligibility and advance notice; medical documentation for exceptional trips; trip cancellations; and, member behaviors. Written materials, such as the new member letter and brochure, provide a comprehensive overview of the program services:
  - LogistiCare toll-free contact numbers
  - Descriptions of valid uses of NEMT services
  - Instructions for scheduling routine and urgent trips
  - Recurring and urgent trip requests
  - Driver and vehicle standards
  - Pick-up and delivery standards
  - Member rights and responsibilities
  - Complaint and grievance procedures
  - Disclosures about special circumstances or needs, including an escort



LogistiCare's brochure, "How to Access Non-Emergency Transportation," for example, includes toll-free trip reservation numbers, instructions related to ride inquiries, and general rules that govern

West Virginia's NEMT program. These brochures are currently printed in English and Spanish; however, they can be generated in any language as required by the Bureau. LogistiCare will continue to create and collaborate on the design of additional education-focused material at the Bureau's request.

- **Member Eligibility:** We use information from the Bureau to monitor member eligibility and inform members of their status during the reservation call. Prior to scheduling a reservation for a Medicaid member, our system checks their eligibility status, including the eligibility dates. If a member is not eligible for the NEMT benefit on their requested date of service, LogistiCare denies the request and verbally informs the member of their ineligibility status before sending a written denial letter. This information is included in the policies and information we share with members.
- **Advance Notice for Routine Trips:** The prior notice requirement is clearly displayed on the member website and portal, and included in the member welcome letter. Requestors that habitually submit reservation requests less than three (3) business days before their appointment time will receive counseling from CSRs and a written notice of non-compliance. If the problem persists, the member could be placed on a corrective action plan per the Bureau's pre-approved guidelines.
- **Medical Necessity Documentation for Excessive Distance, Closest Provider, and Level of Service Exceptions:** Whenever we receive requests for NEMT services that require additional travel or support, we require written verification from the member's medical provider. Our CSRs communicate the requirements, including the documentation needed, to members during the reservation call and provide additional follow-up as needed.

## MODES OF DELIVERY: WRITTEN AND VERBAL EDUCATION

Member outreach and education begins before the start of operations and continues over the life of the contract. The mode of outreach and education varies based on members' needs. We provide instructions regarding program use to all members and other NEMT program stakeholders verbally and in writing.

### Verbal Communication

During regular business hours, Customer Service Representatives (CSRs) in our Charleston office provide verbal education and support during every interaction with members and direct them to the appropriate and available resources, as needed. Calls placed to the toll-free line after normal business hours are routed to a voicemail option, or to one of our live after-hours agents. Additionally, our extensive verbal outreach includes the following:

- We remind members that transportation requests must be made at least three (3) business days in advance of the service date during every call.
- The Interactive Voice Response System of IVR is programmed to deliver pre-recorded messaging about topics such as program changes, alternative methods of contact, and the advance notice policy for routine transportation.
- On the first call, members receive information about the guidelines for service and the policies for routine and urgent transportation requests.



### Support for Non-English Speaking Members

Our member reservation and Ride Assist lines include an option to receive English or Spanish support. We accommodate the needs of Spanish-speaking members through our fluent, bilingual CSRs. For members that speak other languages, we provide access to free telephone interpreter services. Oral interpretation services are available through Voiance. Voiance offers over-the-phone interpretation services in over 200 languages and is available 24/7/365. LogistiCare connects to a Voiance representative in an average of 10 to 20 seconds. Voiance interpreters must:

- Protect a member's confidentiality
- Confirm that they have interpreted the substance of our communications to the member in a complete and accurate manner
- Remain impartial and unbiased throughout the course of the conversation
- Interpret solely in those language(s) for which they have been authorized to provide services
- Deliver excellent customer service
- Maintain fluency in English and the relevant foreign languages

Voiance will continue as our interpreter in support of the West Virginia NEMT contract due to their demonstrated commitment to quality and customer care.

### Members with Hearing or Speech Impairments

Our West Virginia call center has a telecommunications relay service that provides full telephone accessibility to callers who are deaf, hearing impaired, or speech impaired. Specially trained communication assistants complete all calls and remain on the line to relay messages either electronically over a Text Telephone (TT/TTY) or verbally to LogistiCare's CSRs. This service is available 24x7 with no restrictions on the length or number of calls that can be placed. All LogistiCare employees receiving these calls are trained to use relay services. Members placing TTY calls are assisted by the same representatives who handle all communications with other members. This provides more consistency for all populations and more efficiency in delivering the services to all populations.

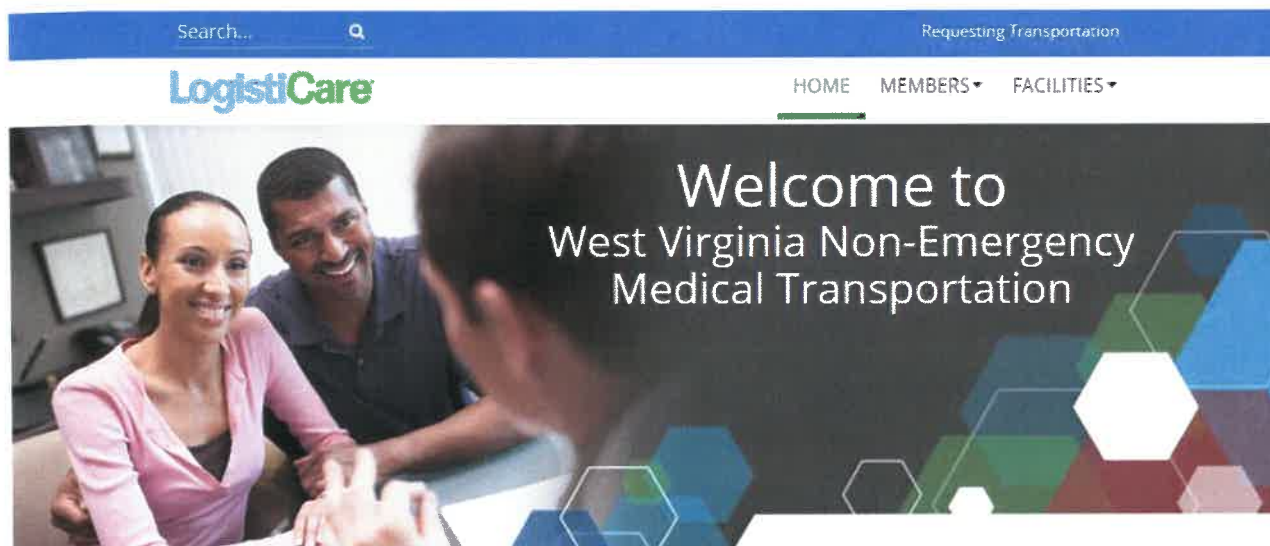
### Written Communication

To ensure members maintain consistent access to general program education, such as service updates and announcements, rights and responsibilities, the complaint process, policies regarding scheduling and eligibility and frequently asked questions, we filter information through member-specific mailings and content on the public website.

### Public Website

To ensure members maintain consistent access to general and important program education, we publish information on West Virginia's public NEMT website. The site has links to access the program's downloadable forms and information materials, web pages for online reservations — where stakeholders can schedule routine trips, and WeCare — where stakeholders can submit online questions, concerns, complaints, and accolades. It also furnishes important telephone numbers for stakeholders, such as phone

reservations for routine and urgent trips; and Ride Assist to make cancellations, reschedule trips, inquire about late trips, or request a return home ride. West Virginia's Project Manager is responsible for the maintenance of the site and seeks the Bureau's approval before publishing any content.



- **FAQ page:** The site houses links to the program's downloadable forms, educational brochures, and the member services portal – through which enrollees or facilities can schedule, manage, and review transportation requests. Using the Frequently Asked Questions tab, stakeholders will be able to view answers to questions, such as:
  - ▶ Who can receive a ride to medical appointments?
  - ▶ When should a ride be requested?
  - ▶ Who decides what kind of ride the patient will get?
  - ▶ When requesting transportation, may I ask for a company that the patient prefers to give them a ride?
  - ▶ Who can call to request a ride?
  - ▶ Who decides what time the patient will be picked up for their ride?
  - ▶ What if a patient's ride is late or there is some other problem with the ride?
  - ▶ What if I want to file a complaint about a patient's ride or another part of the service?

Members can download questions into a PDF document for future reference.

- **Member Information and Downloads:** The site includes basic information catered to members, such as how-to's, downloadable forms, and informational materials. Some of the forms available to members include:
  - ▶ Non-emergency medical transportation (NEMT) Member Notification Letter
  - ▶ Gas Mileage Reimbursement Trip Log for members, or their family or friends
  - ▶ Member flyer with tips on how to access non-emergency medical transportation
  - ▶ Consent and Release of Liability Form for minors traveling alone

## Member Welcome Letter

At least thirty (30) calendar days prior to the operations start date, we will mail, by first class mail and at our own expense, a written Welcome Letter to inform Medicaid members about the NEMT program. A copy of the letter will also be posted on the public website. Operations will not begin without mailing the letter.

Below is a copy of the letter mailed to members during the implementation of the current contract.



### Change in Non-Emergency Medical Transportation Management

On September 1, 2018, LogistiCare will be the new non-emergency medical transportation (NEMT) manager for West Virginia. LogistiCare will provide you with excellent customer service and high quality, safe and reliable transportation to your covered services. We expect there to be a smooth transition from MTM to LogistiCare with no interruption to the service you currently receive.

Beginning August 20, 2018, your requests for transportation for appointments on September 1 and later will be handled by LogistiCare. Trip requests may be called into LogistiCare's West Virginia office Monday through Friday 7 a.m. to 6 p.m. Please remember to call at least five (5) business days before your appointment. There will be no change to the number you currently use to schedule a trip. You can also schedule your trip online at [www.member.logisticare.com](http://www.member.logisticare.com).

**Toll-Free Reservation Number: 844-549-8353**  
**Toll-Free Ride Assistance Number: 844-889-1939**  
**Toll-Free Hearing Impaired (TTY) Number: 866-288-3133**  
**Hours: 7 a.m. to 6 p.m., Monday through Friday**

For Members who use Gas Mileage Reimbursement, a LogistiCare Gas Mileage Reimbursement Trip Log is included with this letter. Effective September 1, 2018, gas mileage reimbursement will be limited to the nearest medically appropriate and qualified provider not to exceed 125 miles from the member's home in state or within 30 miles of the West Virginia border. When comparable treatment may be obtained at a facility closer to the member's home than the one chosen, mileage reimbursed is limited to the distance to the nearest facility.

We look forward to providing you Non-Emergency Medical Transportation on September 1.

Sincerely,

**Project Manager**  
**LogistiCare West Virginia**

## Flyers and Brochures

Quality written materials, such as member flyers and brochures, provide a comprehensive overview of program services, including the program's advance notice requirement, and the methods to contact LogistiCare for reservations, Ride Assistance, or TTY/TDD services. Additionally, materials cover service availability, eligibility, standing orders, medical documentation of need, how to request and use services, the processes to request urgent/same day trips, corrective actions for non-compliance, and more.



Members with Medicaid may be eligible for transportation services.  
Use the options below to schedule Non-Emergency Medicaid Transportation.

**Reservations Line** - Call toll-free: . Reservations are taken Monday through Friday between the hours of 7:00 am and 6:00 pm. Routine reservations require a **5-business day** notice.

**LogistiCare Trip Manager Mobile App** - Schedule transportation, obtain trip reference numbers, see which transportation company is assigned to your trip, and message us directly from your smart phone or tablet. Download the free app from Google Play Store or iTunes.

**Member Services Website** - Schedule trips online at <https://member.logisticare.com>

### Alternative Transportation Options

**Public Transit** - Members who live near a bus line can request bus tickets/passes for themselves and one escort if medically necessary. Call the reservation line at ' for details.

**Mileage Reimbursement** - Family, friends, and members may be eligible to receive mileage reimbursement when providing transportation to covered services. Call for further details.

### Questions or Concerns

Our Ride Assistance Line is available 24/7/365 to discuss your questions or concerns. Call

### Cancel Transportation Service

Call our 24-hour Ride Assistance Line at to cancel an existing reservation. 24 hours' notice is preferred.

## STANDARDS FOR WRITTEN COMMUNICATION

All informational and instructional materials produced for West Virginia's NEMT program meet the following standards:

### Grade Level Printed Materials

Print materials, including brochures, flyers, and member letters, are written at a fifth-grade level and printed in 12-point font for easy reading. We use the Flesch–Kincaid readability test to make certain materials are easily understandable.

We create member educational material with the intent of cultural responsiveness and social equity. This means we choose words and graphics that demonstrate “respect of person” and reflect on non-discriminatory practices. Facilities are given an ample supply of these materials on an ongoing basis for sharing with members of the Medicaid community.

### Print in English and Spanish

All written materials are produced in English and Spanish, as well as any other prevalent language, upon request.

### Alternative formats

If needed, we can provide materials in alternative formats to accommodate those with an intellectual disability or vision impairment. Members can request alternative formats through our toll-free line.



## STRATEGIES FOR WORKING WITH MEDICAID MEMBERS

In our experience, we have found that proactive education promotes compliant behaviors. Therefore, we provide extensive NEMT program education through materials, telephonic engagement, and web-based resources. We understand some members require a higher touch approach, including assistance from live representatives concerning reservations and support throughout the transportation planning and delivery process. Written materials help us reinforce our stance on non-compliant behaviors and also serve as ongoing reminders to members.

### CONTINUING EDUCATION FOR CHRONICALLY LATE OR ABSENT MEMBERS

When members do not comply with advance notice policies, verbal and written reminders are provided to inform members of their responsibilities. For ongoing habitual non-compliance, requestors receive advance reservation policy counseling, both verbally and in writing, or a denial letter as applicable. Neither LogistiCare nor our NEMT Providers charge members for no-shows or cancellations, nor do we impose other punitive penalties. However, we make repeated attempts to modify non-compliant member behavior through a defined process of detection, education, and Bureau-approved restrictions.

#### Appointment Reminder Calls

Appointment reminder calls are made the day before the trip. During this process, the member can request to speak to a live CSR to make changes or cancel the reservation. Members can also opt out of this service. The deployment of appointment reminder calls has proven successful in decreasing no-shows.

- Automated Callbacks:** If a member opts in to receive automated callbacks, the IVR system calls the member's home phone number to remind them of their trip date and time 24 hours before it is scheduled to occur. To make the process for cancelling easier and reduce no-shows, the system allows members to press a number on their keypad to cancel their trip without speaking to a live representative.

In the new contract term, we plan to deploy text message reminders on a mutually agreed date. Members with access to a mobile device can opt in to receive SMS text messages. Twenty-four hours before the scheduled trip, the member receives a text notification about their trip, including vehicle information and the time of pick up. Members can also elect to receive a text message when their driver is approaching. All texts include an option for the member to reply to cancel their trip.

#### Continued Non-Compliance

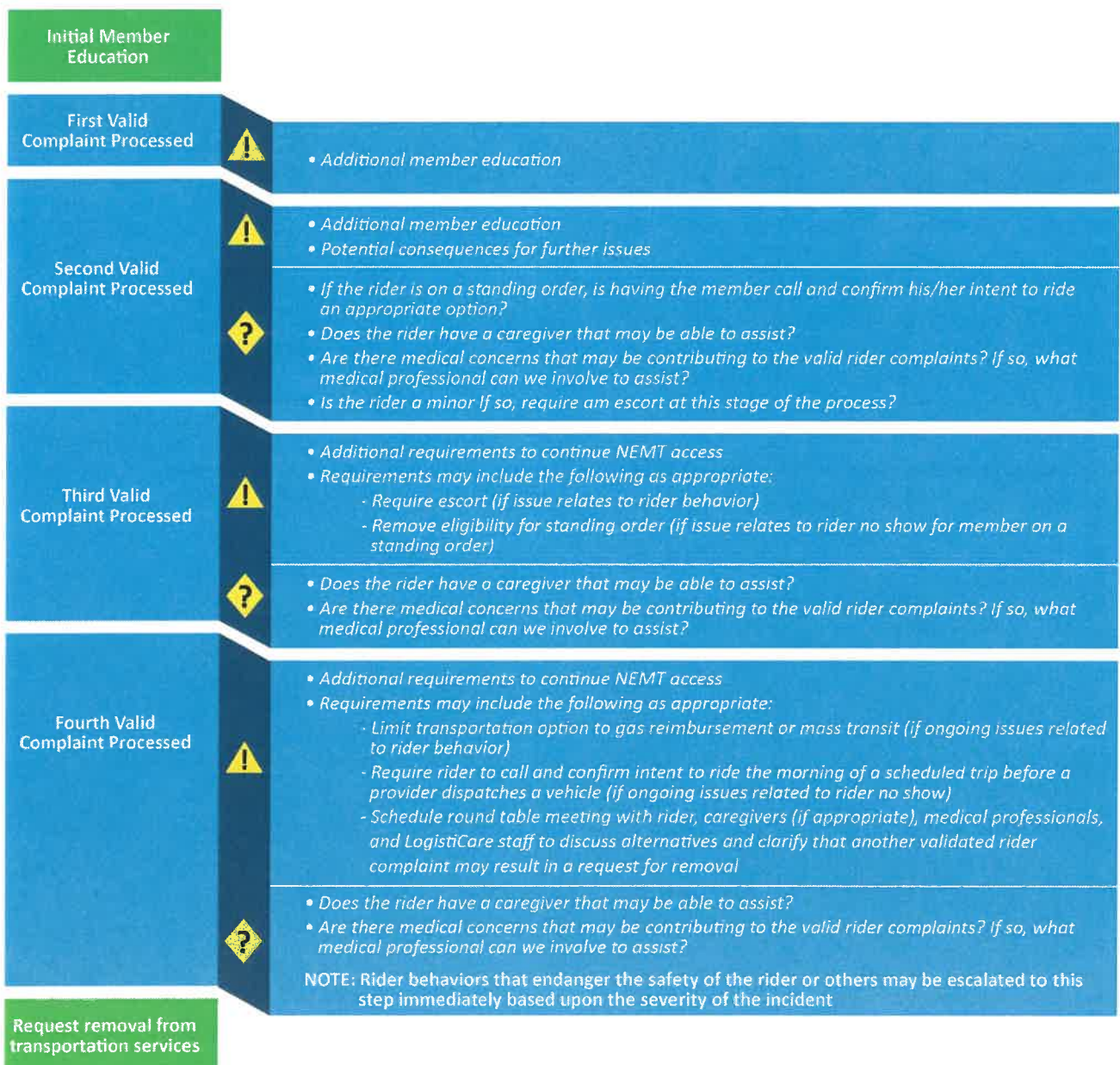
When incidents occur, we record the event in our system for tracking. We mail the member a written notice regarding the program policies and behaviors that are not permitted by the program. After three written notices, we work with the member's facility and the Bureau to determine the best follow-up actions:

- Reduced trips
- Require escort for travel
- Change in the transportation mode (i.e. sedan to public transportation)
- Restrict transportation to certain drivers



## Severe Behaviors

In the most severe cases of harmful or threatening behavior exhibited by a member during a trip, drivers are instructed to stop the vehicle, notify LogistiCare, and wait for proper authorities and/or medical transportation to arrive. All member incidents are recorded in our transportation management platform, and can be accessed at any time. Reasons for special handling and any other transportation options that are imposed remain in the system as part of the member's profile.



In addition, as appropriate, we enlist the support of healthcare providers and facility staff to reinforce the appropriate use of NEMT services with the member. LogistiCare understands and acknowledges that members who are no-shows will not be charged monetarily by us or the transportation provider.

### Addressing Unsafe and/or Inappropriate Member Behavior during Transport

LogistiCare currently educates members on their responsibilities to be respectful of and non-discriminatory to (including language and comportment) the driver and other passengers and will continue to do so under the new contract. The education occurs first through the member educational brochure and, as needed, in response to a driver or other member complaint. In the event a member's inappropriate behavior we work with all relevant parties to re-educate. Relevant parties may include the driver, member, designated escort, facility staff, the Bureau, or LogistiCare's Field Monitors. If an incident occurs during active transport that threatens the safety or wellbeing of anyone on the vehicle, the driver will instruct the offending member to cease the inappropriate conduct. We train drivers to find the nearest location to safely park the vehicle, and immediately notify the dispatcher. The driver will seek further instructions up to and including contacting the local law enforcement authorities as the situation dictates. LogistiCare will contact the Bureau and explore options of addressing the member, and the appropriate course of action.

LogistiCare may choose to modify a disruptive or abusive member's subsequent transportation accommodation. For example, we may offer mileage reimbursement to a friend or family member. Alternatively, we may require an escort to accompany the member who will be responsible for ensuring acceptable behavior of the member during transport. We would do so only with the Bureau's approval in accordance with our Rider's Rights and Responsibilities, and in an effort to protect others against the member's conduct.

In extreme cases of harmful or threatening behavior, drivers are instructed to stop the vehicle, notify LogistiCare, and wait for the proper authorities and/or medical transportation to arrive. In this case, LogistiCare immediately makes arrangements to provide alternate transportation to any other passengers in the vehicle.

## STRATEGIES FOR WORKING WITH FACILITIES

Healthcare providers and facilities offer valuable insights that LogistiCare incorporates into our service delivery model to help realize NEMT efficiencies. One invaluable component contributing to LogistiCare's successful transition as broker for the Bureau's NEMT program was our extensive outreach in West Virginia before and during program implementation. We deployed teams of experienced professionals from across the country to assist with communication efforts, making education and outreach our top priorities. These teams conducted proactive training with stakeholders to bring proper awareness of program rules and policies. Further, our teams visited facilities to obtain information on members who required standing orders and recurring transportation to make sure those individuals' trips were prioritized. Because of our experience, we know how important this kind of outreach is for high acuity members who require a higher degree of service. We also understand how imperative it is for us to build close relationships with these facilities to address fragile members' needs. We provide member education materials for medical providers and healthcare facilities (especially dialysis clinics, skilled nursing facilities, and substance use centers) to distribute to their Medicaid patients. This information is also available on the Facility Web Portal, and is hand delivered during our regularly scheduled outreach visits.



**LogistiCare**  
**Disaster Recovery and**  
**Business Continuity**  
**Policy and Standards**

Confidential Information

## Disaster Recovery and Business Continuity Policy and Standards

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## Purpose and Policy

### 1.1 Overview

#### 1.1.1 Purpose

The purpose of this plan is to ensure that all operational units of the company are protected against service interruptions, including large scale disasters, by the development, implementation, and testing of disaster recovery and business continuity (DR/BC) plans.

Each operation or department must be able to demonstrate the ability to continue to provide mission-critical, IT-dependent services during recovery from a business interruption or service outage.

For purposes of this plan "disaster recovery/business continuity planning" includes, but is not limited to, the documentation, plans, policies, and procedures that are required to restore normal operation to a service or product impacted by man-made or natural outages or disasters.

The principal goals of disaster recovery and business continuity planning are to:

- Define the possible disasters and business disruptions that might be faced
- Determine key business processes that must be performed to meet our business obligations
- Define key contacts at each organization or department that are responsible for local disaster recovery
- Develop action plans to keep critical business processes running during and after disasters

The plan and policies will assist departments to:

- Identify IT resources that are at risk.
- Implement useful plans to protect against identified threats and mitigate risk.
- Implement tested emergency procedures when a service outage occurs.
- Implement and test procedures that enable short-term recovery of IT services following a service outage.
- Develop a plan that will enable full recovery and the continuity of normal operations.

#### 1.1.2 Scope

These guidelines apply to all Groups and Departments that operate, manage, or use IT services or equipment to support critical business functions.

The scope includes, but is not limited to:

- Departments that operate, manage, or use stand-alone, shared, or network-attached computers, whether mainframes, servers, or personal computers for their own use or for use by others.
- Agencies that operate, manage, or use voice, data, or video telecommunications equipment, networks, or services for their own use or for use by others.
- Departments that purchase computer services or telecommunications network services from other groups or commercial concerns.

#### 1.1.3 Exemptions

None.



## 1.2 Policy

Each office or department shall:

1. **Develop disaster recovery/business continuity plans.** Departments dependent on voice telecommunications, data telecommunications, video telecommunications, or computer services for carrying out their missions must develop disaster recovery/business continuity plans. Each department is responsible and accountable for its own disaster recovery/business continuity program. Departments that purchase computer services or telecommunications services from other groups or commercial concerns shall integrate their disaster recovery/business continuity plans, including off-site storage of data, with the service providers' plans.
2. **Maintain and update disaster recovery/business continuity plans annually.** Offices or departments shall update disaster recovery/business continuity plans at least annually and follow any significant change to their computing or telecommunications environment.
3. **Test disaster recovery/business continuity plans annually.** Offices or departments are required to test their plan at least once a year. Departments shall correct any deficiencies revealed by the test. The type and extent of testing will depend on:
  - Criticality of business functions.
  - Cost of executing the test plan.
  - Budget availability.
  - Complexity of information system and components.
4. **Train employees to execute the recovery plans.** Training will consist of:
  - Making employees aware of the need for a disaster recovery/business continuity plan.
  - Informing all employees of the existence of the plan and providing procedures to follow in the event of an emergency.
  - Training all personnel with responsibilities identified in the plan to perform the disaster recovery/business continuity procedures.
  - Providing the opportunity for recovery teams to practice disaster recovery/business continuity skills.
5. **Annually certify the updating and testing of the disaster recovery/business continuity plan.** Operational Directors or departmental heads are responsible for the oversight of their respective operations or department's management and use of IT resources. An annual disaster recovery/business continuity plan confirmation letter must be drafted and submitted to the Information Technology Group and the Executive Team by March 31 of each year. By way of this letter, the head of each department or group confirms to the Executive Team that a disaster recovery/business continuity plan has been reviewed, updated, and tested.

### **1.2.1 Related Plans and Documents**

- All Data Center and Call Center Facility BCP
- AT&T Disaster Recovery Plan
- ITG Annual Test and Quarterly Maintenance Results
- LCI Systems Inventory (Hardware and Software)
- LCI Architecture (Infrastructure and Network)

### **1.2.2 Maintenance**

Technological advances and changes in the business requirements of departments will necessitate periodic revisions to policies, standards, and guidelines. The Information Technology Group is responsible for routine maintenance of these to keep them current. Major policy changes will require the approval of the Executive Team.

### **1.2.3 Recovery Time Objective (RTO) and Recovery Point Objective (RPO)**

Technological advances in the DB2 environment have allowed LogistiCare to greatly reduce our RTO, and RPO objectives. Utilizing the High Availability Disaster Recovery function of DB2 we can recover after a full data center outage in a much quicker time frame. Another major benefit is our backup data center is up to date in almost real time. Generally we are only about milliseconds behind on the recovery point. With these facts in mind the goals for RTO and RPO have been changed:

Recovery Time Objective – 60 minutes

Recovery Point Objective – 15 minutes

## Standards

### 2.1 Overview

Each operation or department is responsible and accountable for its own disaster recovery/business continuity runbooks. Operations using external services shall coordinate their disaster recovery/business continuity plans with service providers.

The disaster recovery/business continuity plan is primarily for operational use. Operations may adapt this standard to meet individual needs, but all applicable elements of the standard must be included in their plan. A disaster recovery/business continuity plan must contain enough information to enable management to assure the operation's ability to resume mission-critical computing and telecommunications services and operations. A disaster recovery/business continuity plan may contain references to another organization's disaster recovery/business continuity plan, or to an agency's internal policy, standards, or procedures manual. The Executive Team may audit operations disaster recovery/business continuity plans and test results for compliance with policy and standards.

Each operation shall review, update, and test their disaster recovery/business continuity plans annually, or more frequently if appropriate. Operations must update their plans whenever computing or telecommunications environments undergo significant changes. Such changes may include: physical facility, computer hardware/software, telecommunications hardware/software, telecommunications networks, application systems, organization, or budget.

If a department purchases IT services from another organization, the department must make certain its disaster recovery/business continuity plan for those services fits with the service provider's plan. If two or more departments participate in operating an information service facility, they must develop a joint disaster recovery/business continuity plan that meets their mutual needs.

### 2.2 Plan Contents

#### Overview

Describe the purpose and organization of the plan. Document procedures for updating and distributing the plan. Describe the process for periodic (at least annual) testing of the plan.

#### Business Impact Analysis

Document the operational, legal, and financial impact from a disruption or disaster affecting any business process, computer or telecommunication service area of the operation or department.

#### Risk, Threat, and Vulnerability Analysis

Document the threats that could debilitate key business processes, computer or telecommunication service areas and cause business interruption; determine the probability of occurrence of each identified threat. Determine the vulnerabilities of service areas to potential threats. Estimate the loss potential of a service area, either by quantitative or qualitative means. Define the level or duration of service outage that constitutes a disaster or triggers the recovery plan.

### 2.2.1 Recovery Strategy

Document the general recovery strategy the operation or department will use in event of a disaster. There are different levels or degrees of disaster. Procedures should aim at coping with the worst case. Start with a narrative of the department's strategy for managing the disaster situation. The recovery strategy is an overview of the recovery process that the organization will follow if affected by a disaster. The strategy should address:

1. Recovery requirements for critical business operations.
2. A description of provisions for off-site storage of critical data.
3. A description of the department's alternative processing strategies and facilities such as:
  - Command centers.
  - Alternate business operations.
  - Alternate data processing.
  - Alternate data communications.
  - Alternate voice communications.
4. Procedures for obtaining resources during both the recovery phase and the restoration phase.

### 2.2.2 Emergency Response/Problem Escalation

Emergency response/problem escalation procedures prescribe how to respond to two kinds of situations:

- **Incident events.** An incident is the occurrence of an interruption in normal business processes that initially is not a defined disaster. Examples: power "brownout," a computer virus, inclement weather, flu epidemic, sabotage, negligence, disk drive failure, local telephone service failure, or software failure.
- **Disaster events.** A disaster event is an interruption in normal business processes that cause damage, lengthy disruption to business processes or threaten to do so. Fires, floods, hurricanes, earthquakes, and bombings are examples of disaster events. They often take the form of unforeseen events. One can often more readily recognize the situation is a disaster with these types of occurrences. Disasters may evolve from incidents that disrupt normal operations and then worsen or continue so long that the disruption becomes critical.

Disaster recovery plans should address specific procedures for both situations. Emergency procedures direct the response to disaster events. Incident and escalation procedures direct the response to incidents. Both sets of procedures may result in the declaration of a disaster and activation of the recovery plan.

### 2.2.3 Emergency Response

Disaster recovery plans should document the emergency response actions the department must take immediately to:

1. Protect the lives and safety of all personnel.
2. Gain immediate emergency help from fire, police, and hospitals.
3. Reduce outage duration or loss of IT services or assets.
4. Inform staff who are members of the disaster recovery/business continuity management team a serious loss or interruption in service has occurred.
5. Set up a focal point for coordinating the recovery program, sending out information, and assembling personnel.
6. If appropriate, establish contact with government agencies.

### 2.2.4 Problem Escalation

Disaster recovery plans must state the steps to follow for escalating unresolved incidents or problems to disaster status. The purpose of problem escalation procedures is to define the steps and time intervals leading up to the declaration of a disaster.

These procedures require use of a "contact tree" or emergency notification roster, a list of individuals to be notified of the situation at specified time durations following the onset. The contact tree represents an ever-widening circle of management and key technical people. Such a procedure ensures key decision makers become aware of the situation in order to make more timely and informed decisions. As the situation becomes more pressing, the procedure must trigger calls to the disaster recovery/business continuity team, upper levels of management, clients, and suppliers.

## 2.3 Plan Activation

### 2.3.1 First Alert Procedures

Each operation must document general guidelines for initial notification of a potential disaster situation. This includes who is responsible for monitoring possible disaster events such as the weather and who is first alerted to the possible event.

#### Disaster confirmation procedures:

- Document procedures to manage the initial assessment of a disaster or potential disaster situation.
- Document procedures and specify the personnel necessary to assess the damage and determine the level of severity of the incident.
- Document procedures for reporting findings to management.
- Document procedures for making initial emergency contacts.
- Document procedures for possible command center activation.
- Document recovery team notification procedures.
- Document procedures for declaring a disaster. Describe the decision support mechanism required to declare a disaster — versus a less severe interruption in processing capability.
- Document procedures for informing employees, customers, and suppliers.

## 2.4 Recovery Operations

### 2.4.1 Recovery Flow

Outline or chart the sequence of steps to follow when a disaster situation has occurred or potentially may occur.

#### Recovery team organization:

1. Document staff and management responsibilities for putting the recovery plan into effect.
2. Identify an alternate for each team member.
3. Include team or individual assignments of responsibility by area of expertise such as:
  - Technical staff in the areas of systems software, telecommunications, and computer operations.
  - Program staff and management to aid in resolution of programmatic issues.
  - Business services to support such tasks as arranging for office space, supplies, equipment, and processing of emergency contracts.
4. Personnel and communications staff to issue information about special work assignments, conditions, or locations.

### 2.4.2 Recovery Team Plans

1. Document the procedures required to achieve recovery rapidly. A portion of this documentation should consist of the process for recovering the critical data-processing activities. If appropriate, the latter should encompass transition to manual procedures and logistics of moving to an alternate facility.
2. Procedures for each team should, at a minimum, consist of:
  - Team charter.
  - Membership.
  - Interfaces.



- Preparation requirements.
- Action procedures.
- Appendices.

### **2.4.3 Primary Site Restoration or Relocation:**

Document the procedures to use after the interim processing situation has stabilized. The intent is to provide a framework for restoring full processing capability at a permanent location. Also please see the “Emergency Mode Operation Plan” for more detail on site restoration.

#### **Plan Validation/Testing**

Document the disaster recovery/business continuity plan testing program. Specify necessary tests and assign responsibility for overseeing testing. Clearly state the purposes for conducting tests of the recovery plan. Include the policies and guidelines that will apply to testing of the recovery plan. Formulate a test schedule. For each test, specify the level of the test, the scope or areas to test, and the frequency or target date of the test. Include a brief report describing results achieved for each completed test. Departments using external services shall plan, schedule, and conduct their disaster recovery/business continuity plan testing in cooperation with service providers.

#### **Training**

Specify the aims, training activities, schedule, and an administrator for departmental disaster recovery/business continuity training. Describe regularly occurring training activities.

### **2.4.4 Plan Maintenance**

Assign plan maintenance responsibility. Provide a schedule for regular, systematic review of the content of the disaster recovery/business continuity plan. Document the procedure used for making changes to the plan provide policies and procedures for distributing the disaster recovery/business continuity plan and updates to the plan. The disaster recovery/business continuity plan may contain sensitive information about the department’s business, communications, and computing operations. policy and procedures for distribution of the plan should take this into account.

#### **Plan Appendices**

Departments may attach a variety of appendices to the plan. The plan sections described above should contain static procedures. Appendices should contain information that needs continual updating. Examples of content are:

- Emergency action notification information containing the names and phone numbers of management, staff, recovery team members, vendors, suppliers, service providers, and customers.
- Damage assessment or disaster classification forms intended to support the management decision process.
- Profiles of critical applications.
- Departmental hardware, software, office space, and office furniture inventories.
- Voice and data communications network routing information necessary to provide interim processing capability.

### **Maintenance**

Technological advances and changes in the business requirements of departments will necessitate periodic revisions to policies, standards, and guidelines. Information Technology (IT) is responsible for routine maintenance of these to keep them current. Major policy changes will require the approval of the Executive Team.

## 2.5 Definitions

**Catastrophic Disaster:** A catastrophic disaster is one in which the outage will probably last more than seven days. This type of disaster normally includes the loss of facilities that affect core business processes. Damage due to a catastrophic disaster is severe and could involve total destruction of the department's facilities. Replacement of equipment or significant renovation of the facilities may be necessary. Catastrophic Disasters can be widespread or localized.

**Command Center:** The command center is a local, on or off premise area, from which to manage the emergency situation. It is a focal point for coordinating the recovery program, issuing information, and assembling personnel.

**Critical Function:** Critical functions are those functions a department must perform to survive. Failure to perform them would result in serious or irreparable harm to the department. Impact may take the form of increased operating costs, loss of revenue collection, or inability to provide services to clients.

**Disaster:** Any unplanned circumstance or event that results in an inability to support critical business functions within the current environment.

**Disaster Recovery/Business Continuity Plan:** A disaster recovery/business continuity plan is a comprehensive statement of actions to be taken in response to a service outage. It includes documented, tested procedures that, if followed, will assure the availability of the critical resources and facilities required to maintain continuity of operations. Sync.: Contingency Plan, Disaster Recovery Plan, and Business Continuity Plan.

**Inclement Weather Policy:** A specific disaster recovery process for bad weather that normally only lasts a day or two. Operations can continue for those who can get to the office.

**Localized Disaster:** A localized disaster is a disaster where the effects are specific to our business facilities. For example, our building burns down. Service to the operations area must continue as normal.

**Major Disaster:** A major disaster is one in which the outage will probably last from two to seven days. Damage due to a major disaster is more severe than that due to a minor disaster. For example: in a major disaster, key business units could be without telecommunications capability for an extended period. Or the computer room could suffer heavy damage.

**Minor Disaster:** A minor disaster is one in which the outage will probably last longer than one shift, but less than two days. Damage due to a minor disaster is comparatively light. It may consist of minor damage to hardware, software, or electrical equipment from fire, water, chemicals, etc.

**Recovery Teams:** Recovery teams are manageable units having common recovery requirements. The recovery teams will very likely parallel an existing departmental organization.

**Widespread Disaster:** A widespread disaster is a disaster that affects the whole area of operations. For example, a hurricane wipes out a whole geographic region where we conduct business. Not only are our operations affected, the whole area is affected. Normally business is reduced due to the widespread effects of the disaster.

## Guidelines

Each LogistiCare department that is essential to daily operations is required to perform the following activities:

- Develop a DR/BC plan: Departments that depend on voice, data, and video telecommunications, or computer services in order to execute daily functions are responsible and accountable for their own DR/BC program.
- Maintain and annually update DR/BC plans: Departments must update the DR/BC plans during the annual review period noted in P&P #1004, “Annual Document and Manual Review” and following any significant change to their computing or telecommunications environment. Updated plans must be approved by the Quality Management Committee.
- Update DR/BC plans for all new business and/or changes to business processes: A DR/BC plan must be included in new business implementations and updated by the “go live” date.
- Test DR/BC plans annually: Departments are required to test their plans during the annual review period and document the results. See P&P #1004, “Annual Document and Manual Review” for annual review dates. Departments must correct any deficiencies revealed by the test in order to obtain certification, as noted below.
- Train employees to execute recovery plans: Make employees aware of the need for a DR/BC plan, and the existence of the plan and the procedures they must follow. Provide the opportunity for recovery teams to practice DR/BC procedures and skills.
- Certify DR/BC plans annually: Directors of Operations and departmental heads are responsible for the oversight of their management and use of IT resources, and must draft a letter each year that serves as confirmation that their DR/BC plan has been reviewed, updated, and tested, and deficiencies remediated. The letter must be submitted to the Technical Support Manager by July 31<sup>st</sup> of each year.

Details of these procedures are set forth in LogistiCare’s Disaster Recovery and Business Continuity Policy and Standards Plan Manual, available at: “\\atlshare\Departmental\ITN\Master Documentation\Disaster Recovery”.

## Procedures

### 3.1 Planning Process

#### 3.1.1 The Recovery Planning Process

There are nine major phases in the recovery planning process:

1. **Project Planning**: Define the project scope, organize the project, and identify the resources needed.
2. **Critical Business Requirements**: Identify all the business functions or processes being performed for the specific operation.
3. **Assessment and Prioritization**: Analyze the risks, threats, and vulnerabilities for each business process. Assess the need for each process and prioritize the most important ones. Determine which processes can be “down” and for how long before it becomes a major problem.
4. **Recovery Strategies and Documentation**: Determine how each business process will be handled for each type of disaster (catastrophic, major, minor, widespread, and localized). Determine procedures for informing the right people, assessing the impact on operations, and starting the recovery efforts. Arrange for alternate processing facilities to use during a disaster. Specify how to respond to emergencies and how to tell when a “problem” has become a potential “disaster”. Review and document recovery plans. Create task lists to handle specific disasters.
5. **Management Approval**: Submit your plans to senior management. Since these plans often shift work responsibilities to other offices or locations, senior management must approve of your plans.
6. **Implementation**: Implement the plans by making any changes in systems or operations needed to fulfill the plans.
7. **Training**: Make sure everyone understands the recovery plan and can carry it out efficiently.
8. **Testing**: Each organization must test their plans once a year. Test plans and results must be documented and submitted to senior IT management.
9. **Plan Maintenance**: Each organization must perform yearly reviews and audits of their plan. New business processes should be added and discarded processes should be removed. Names and contact information for key players should be updated as needed throughout the year.

The disaster recovery/business resumption planning process provides the preparation necessary to design and document the procedures needed to assure continued agency operations following a disaster. Each agency's process should include the following elements:

## 3.2 Project Planning

### **Get preliminary management commitment.**

Procure agreement from senior management to perform the disaster recovery/business continuity planning. Since the proper planning may require a large number of person-hours work, it should be scheduled to not disrupt operations.

### **Designate a disaster recovery/business resumption manager.**

Designate a person to manage the agency's recovery from a disaster. The designated individual must have sufficient knowledge of the operations plus information management and information technology (IT) within the agency in order to work effectively with IT hardware and software, the data centers, and service providers in reestablishing information processing and telecommunications services after a disaster has occurred.

### **Organize a disaster recovery/business resumption planning team.**

Organize a team that will be responsible for the detailed technical analysis and planning functions needed for a recovery plan. Identify individuals from management, data processing, telecommunications, business operating units, and consultants to participate in preparing the disaster recovery/business resumption plan.

### **Audit the current recovery preparedness.**

Determine what security/disaster recovery/business resumption plans are in place. Identify what planning remains to be done.

### **Develop the project schedule.**

Estimate task durations, identify responsibilities, assign resources, and document the schedule for plan development.

## 3.3 Critical Business Requirements

### **3.3.1 Business processes**

A department may carry out hundreds of operations that management and staff consider important. Key resources may be unavailable during a disaster. The department must concentrate its resources on the operations that are most important for business continuity and recovery. The aim of a disaster recovery/business resumption plan is to reduce potential losses, not to duplicate a business-as-usual environment.

Specify each business process and the need for that process.

1. Document each business process.
2. Determine the people and systems, IT, telecom or paper-based, that are used to accomplish the process.

## 3.4 Assessment and Prioritization

### 3.4.1 Assessment

Assess the risks, threats and vulnerabilities for each business process. Prioritize each process or business function.

1. Perform business impact analysis. Establish an understanding of the business organization and service areas of the department.
2. Identify the business processes or functions to be addressed in accomplishing a business impact analysis.
  - Identify essential business processes or functions. Essential business functions are those functions that must take place in order to support an acceptable level of business continuity for the department.
  - Develop an understanding of service areas and interdependencies of the essential functions identified.
  - Establish the priorities of senior management. Establish the scope of each service area's disaster recovery/business resumption plan and disaster recovery assumptions. There are three major tasks in this procedure:
    - Identify key senior management personnel.
    - Schedule and conduct interviews.
    - Summarize continuity concerns and priorities.
  - Document the operational and financial impact that could result from a disruption or disaster affecting a service area of the department. There are four tasks in this procedure:
    - Gather operational and financial impact data.
    - Develop outage impact scenarios.
    - Analyze operational impact.
    - Analyze economic impact.
  - Criteria for establishing the criticality of business functions:
    - The key principle involved is that only those functions that must be performed because they are key to the survival of the organization should be listed as a top priority. The priorities of a department may change as the duration of the service interruption lengthens. For example, a function that can sustain a delay of 3 days may become a top consideration if the interruption lasts a week.
    - The following criteria are suggested for determining the criticality of business functions. There may be others that are of importance to an agency.
      - Maintenance of employee health and safety.
      - Payments to vendors for goods and services.
      - Requirements for compliance or regulation.
      - Effect on company cash flow.
      - Criticality Classification.
      - Effect on production and delivery of services.
      - Volume of activity and recovery costs.



- Effect on marketing image.
- Inter-system dependency.

The following categorization is suggested as a means for classifying computer application systems used by an agency:

### 3.4.2 Category/Classification

- Must be processed in normal mode; no degradation is acceptable.
- Only high priority; e.g., high dollar item transactions or critical reports will be processed.
- Processing will be carried out on a "time available" only basis.
- Processing will be suspended, but data collection will continue.
- No processing or data collection will be carried out until normal computer capacity is reestablished.
- Perform threat, risk, and vulnerability analysis.
  - Determine the threats that could debilitate service areas and cause business interruption.
  - There are many natural and man made threats to service areas which could cause business interruption. Potential threats to consider include personnel, physical environment, hardware/software systems, telecommunications, applications, and operations.
  - Threats affecting contingency planning.

#### *Natural hazards:*

- Earthquake
- Tornado
- Flooding
- Tsunami
- Landslide
- Volcanic eruption
- Lightning
- Smoke, dirt, dust
- Sandstorm or blowing dust
- Windstorm
- Snow/ice storm

#### *Accidents:*

- Disclosure of confidential information
- Electrical disturbance
- Electrical interruption
- Spill of toxic chemical

*Environmental failure:*

- Water damage
- Structural failure
- Fire
- Hardware failure
- Liquid leakage
- Operator/user error
- Software error
- Telecommunications interruption

*Intentional acts:*

- Alteration of data
- Alteration of software
- Computer virus
- Bomb threat
- Disclosure of confidential information
- Employee sabotage
- External sabotage
- Terrorist activity
- Fraud
- Riot/civil disturbance
- Strike
- Theft
- Unauthorized use
- Vandalism

*Pandemics:*

- Influenza
- Common Source Outbreaks
- Propagated or progressive epidemics
- Mixed epidemics

- Determine the probability of occurrence of an identified threat.

- Many potential threats occur regularly. For regularly occurring threats, historical occurrences and statistical probabilities are maintained by organizations such as the Federal Emergency Management Agency (FEMA), the Federal Communication Commission (FCC), and the US Fire Administration. Statistics on naturally occurring disasters, burglaries, power outages, fires, and storms are usually available from local, state, or federal agencies.
- Local threats to the service area, such as hardware failures and unauthorized data access attempts, are usually logged in the organization's problem tracking system or management status reports.
- Factors affecting threat occurrence rate:
  - Location
  - Facility environment
  - Data sensitivity/criticality
  - Protection and detection features
  - Visibility
  - Proficiency level
  - Security awareness
  - Emergency training
  - Staff morale
  - Local economic conditions
  - Redundancies
  - Availability and use of written operating and security procedures
  - Compliance level (measure of the level of observance or enforcement of security procedures)
- Determine the vulnerabilities of service areas to potential threats.
  - Vulnerability, the state of being open to abuse or misuse, or subject to indiscriminate use. A weak point or soft spot, a likelihood for error.
  - For many threats, the vulnerability to a business interruption can be mitigated with controls. For example, a vulnerability to fire damage can be mitigated with Halon fire extinguishers and smoke alarms, as well as preventive policies such as the banning of cigarette smoking near flammable materials. Vulnerability considerations include natural disasters, environment, facility housing, access, work scene, and data value.
  - Typical vulnerabilities to consider:
    - System flaws
    - Inadequate audit/security mechanism
    - Power supply
    - Building construction
    - Access control
    - Fire protection
    - Operating procedures

- Supply and service procedures
- Emergency procedures
- Security procedures and security officer
- Management
- Personnel
- Communications architecture
- Estimate the loss potential of a service area, either by quantitative or qualitative means.
  - The impact of an event is the amount of damage it could cause. The frequency of occurrence of that event is the number of times it could happen. If these two are numbers precisely known, the product of the two would be a statement of loss, that is,  $\text{Loss} = \text{Impact} \times \text{Frequency of Occurrence}$ . Since the exact impact and frequency usually cannot be specified, it is only possible to approximate the loss with an annual loss exposure (ALE). The ALE is the product of estimated impact and estimated frequency of occurrence per year. This method is the quantitative approach to analyzing loss potential.
  - In the qualitative approach, the probability and impact of an event are estimated in orders-of-magnitude, qualitative terms such as low, medium, or high.

## 3.5 Recovery Strategies and Documentation

### 3.5.1 Formulate Strategies

For each business process identified as critical or important, determine the best method for handling that process during each type of disaster.

#### Off-Site Strategies

Determine need for off-site storage of back-up material.

1. Select off-site storage locations.
  - Identify one or more locations off-site for secure storage of copies of data, documentation, and critical supplies.
  - Departments that purchase computer services from external providers should arrange with the service provider for off-site storage.
2. Determine off-site storage inventory. Identify specific files, programs, documentation, vendor contracts, supplies, etc. (copies of which should be stored and maintained off-site.) Departments shall include at least one current copy of their disaster recovery/business resumption plan in the off-site storage inventory.
3. Specify off-site inventory procedures. Determine procedures, schedules, and responsibility for maintaining the contents of the off-site storage facility.
4. Alternate processing capability.
  - Identify requirements for recovery facilities.
  - Determine hardware processing capacity, phone service, data communications service, furniture, and space needed in an alternate processing facility.
5. Select recovery facilities.

- Rank potential recovery alternatives and select one or more.
  - Produce recovery site procedures guide(s).
  - Document information needed to use at each recovery facility.
6. Document overall recovery strategy.
- Document the general strategy the agency will use in the event of a disaster.
    - The recovery strategy is an overview of the recovery process the organization will follow if hit by a disaster. The strategy should address:
      - Recovery requirements for restoration of critical business operations.
      - Any alternate processing facilities employed.
      - Any alternate manual procedures, forms, staffing, and space.
      - Procedures for obtaining resources.
    - Agencies should also develop strategies for addressing each of the following where relevant:
      - Command centers
      - Alternate business operations
      - Alternate data processing
      - Alternate data communications
      - Alternate voice communications
    - Recovery resource acquisition.

### **Emergency Response/Problem Escalation**

Identify potential threats and develop emergency procedures to respond to those threats.

Document the high-level action steps to be taken immediately in responding to damaging events or threats of damage or disruption. Inform all agency staff of documented action steps.

1. The purpose of emergency procedures is to:
  - Protect people.
  - Protect property.
  - Reduce outage duration or loss of IT services or assets.
2. Document the emergency response actions the department must take immediately to:
  - Protect the lives and safety of all personnel.
  - Gain immediate emergency help from fire, police, hospitals.
  - Reduce outage duration or loss of IT services or assets.
  - Inform staff who are members of a Disaster Recovery/Business Resumption Management Team that a serious loss or interruption in service has occurred.

- Set up a focal point for coordinating the recovery program, sending out information, and assembling personnel.
3. Specify problem escalation guidelines.
- State the steps to follow for escalating unresolved problems to disaster status.
  - The purpose of problem escalation procedures is to define the steps and time allotments leading up to the declaration of a disaster.



### **Plan Activation**

Develop first alert procedures.

1. Prepare general guidelines for initial notification of a potential disaster situation.
2. Develop disaster confirmation procedures.
  - Develop procedures to manage the initial assessment of a disaster or potential disaster situation.
    - Develop procedures for reporting findings to management.
    - Develop procedures for making initial emergency contacts.
    - Develop procedures for possible command center activation.
  - Develop damage assessment procedures.
    - Develop procedures for damage assessment.
    - Develop procedures for examining the effect of the damage on processing of critical operations.
3. Develop notification procedures.
4. Develop procedures for declaring a disaster, for setting up a command center, and for informing the recovery teams, customers and suppliers.

### **3.5.2 Document Recovery Operations**

1. Determine plan activation flow.
2. Outline or chart the steps to follow when a disaster situation has occurred or potentially may occur.
3. Define recovery team organization.
4. Determine the teams that make up the recovery organization.
5. Develop specific task lists for each type of disaster. Please refer to the example Disaster Recovery procedure provided along with this document.
6. Create an Inclement Weather Policy.

### **3.5.3 Verification**

Verify that the task lists take all possible issues into consideration. Verify that alternate locations will be available during disasters and notify other Operations personnel that might be affected.

## **3.6 Management Approval**

### **3.6.1 Review Plan With Operations**

Schedule a meeting with senior management for Operations and other Operations Directors that are involved in your disaster recovery plans.

- Review the disaster recovery and business continuity plans you have developed.
- Gain approval from other Directors and senior Operations management for your plan. For each business process identified as critical or important, determine the best method for handling that process during each type of disaster.

### **3.6.2 Review Plan With IT**

Schedule a meeting with senior IT management.

- Review the disaster recovery and business continuity plans you have developed.
- Determine any additional equipment or systems that will be needed to meet the plan.
- Procure quotes on needed hardware
- Gain approval for any required purchases.

## **3.7 Implementation**

### **3.7.1 Setup for Plan**

Perform initial tasks required to put the framework in place for the disaster recovery plans.

- Purchase needed equipment.
- Setup needed equipment.
- Change any office policies as needed to support the disaster plan. For example, an existing policy might require extra steps for making a backup copy of some paperwork and then filing it offsite.
- Send necessary information to backup locations that would be required for them to take over your business processes. This could include manuals, forms, contact information, etc.
- Assign specific tasks to employees.

### 3.7.2 Test Key IT Tasks

Perform initial tests on high-risk IT tasks such as recovery of a system to alternate hardware at the backup location. Ensure that IT systems are working as designed.

## 3.8 Training

### 3.8.1 Planning

Design a disaster recovery/business resumption training program.

- Specify the aim, training activities, schedule, and an administrator for disaster recovery/business resumption training.
- Develop specific training activities.
- Develop an instructional plan for each training activity.
- Develop training evaluation tools.
- Develop techniques aimed at answering the following questions:
  - Are trainees able to perform their recovery responsibilities?
  - How can the department improve training?
  - How can the department improve its disaster recovery/business resumption plan?

#### Rollout

Rollout the training program to all affected employees. Coordinate with backup locations to train their key employees on your disaster recovery plans.

## 3.9 Testing

### Importance

Testing is the only method to ensure that:

- Recovery procedures are complete and workable.
- Materials and computer files are available and can be used for alternate processing of critical operations and applications.
- Backup copies of software, documentation, and work-in-process records are adequate and current.
- Training of personnel was effective.

### Test Plan Design

Design a recovery plan testing program.

- **Detail:** Specify tests and assign responsibility for overseeing testing. Departments using external services shall plan, schedule, and conduct their disaster recovery/business resumption plan testing in cooperation with service providers. The cost of establishing the necessary communication link and running a test at a remote back-up facility is high. A full test involving all departmental applications may well be impractical due to budget considerations. Departments should plan to share test time at the service provider's back-up facility ("hot site").
- **Objectives:** Clearly state the purposes for conducting tests of the recovery plan. These will include aims such as the following:
  - A disaster recovery/business resumption plan is complete and workable.
  - Identifying needed revisions to disaster recovery/business resumption plan.
  - Determine the adequacy of disaster recovery/business resumption training.
  - Identifying needed revisions to the training program.
- **Policy/Guidelines:** Set up the policies and guidelines that will apply to testing of the recovery plan. These will cover such items as the following:
  - Committing the department to a minimum level of testing.
  - Basing the frequency of plan testing on the frequency of changes in the business environment. Departments must conduct at least one test per year.
- **The testing or validation methodology of a department will depend on:**
  - Criticality of agency business functions.
  - Cost of executing the test plan.
  - Budget availability.
  - Complexity of information system and components.
  - Reporting requirements.
- **The test report should include:**
  - Date of test.
  - Objectives of test.
  - Description of test.
  - Results.
  - Recommendations.
- **Distribution list for test reports must include:**
  - COO, CTO/CIO

- Service provider if computer services are obtained from a source external to the agency.
- **User notification.**
  - Define requirements for informing users of planned tests.
  - Before conducting any testing that requires access to client information, inform the owning department. Get permission to test using the client data.
- **Specification of tests.** Formulate a test schedule. For each test, specify the level of the test, the scope or areas to test, and the frequency or target date of the test.
- **Levels of testing:**
  - Level I » » ( Adequacy of off-site storage of files and documentation. The purpose of the first level is the evaluation of the adequacy of the off-site storage facility and the existing recovery procedures. Primary concentration should be on the off-site files and documentation necessary for efficient system recovery.
  - Level II » » ( System restoration using off-site files and documentation on the in-house computers. The purpose of the second level is to evaluate recovery of the ability to operate. Primary concentration should be on off-site files and documentation of the operating system, as well as management control of the recovery process.
  - Level III » » ( System and communications restoration using alternate processing facilities, off-site files and documentation.

The purpose of the third level is to evaluate recovery capability at an alternate site with a reduced staff.

- **Develop plans for specific tests.**
  - Develop test evaluation tools.
  - Develop forms, checklists, and debriefing strategies to check recovery plan tests.

### 3.10 Plan Maintenance

#### **Yearly Maintenance**

Assign plan maintenance responsibility.

Establish maintenance procedures and schedules. Provide a schedule for regular, systematic review of the content of the disaster recovery/business resumption plan. Define a procedure for making appropriate changes to the plan.

Develop distribution procedures and lists.

- Provide policies and procedures for distributing the recovery plan parts and updates.
- The disaster recovery/business resumption plan may contain sensitive information about the department's business, communications, and computing operations. Policy and procedures for distribution of the plan should take this into account.

#### **As-Needed Maintenance**

Changes in personnel should be documented in the plan as needed. Changes in IT systems during the year should force a review and update of the plan accordingly.

DRAFT



## LogistiCare Inclement Weather Policy

### 4.1 Inclement Weather Preparation

When predicted weather conditions have the potential to interfere with delivery of NEMT service, LogistiCare schedulers will create two sets of next-day manifests as part of our protocol for ensuring continued service to the most medically fragile riders during times of severe weather and declared states of emergency.

One set of manifests will include all scheduled trips; the second set of manifests deletes all but the trips scheduled for life-sustaining treatments, with allowances for increased travel time and available time to reinstate trips at customers' requests.

### 4.2 LogistiCare Protocol for Severe Weather and State of Emergency

Because of our commitments to our clients and transportation recipients, LogistiCare does not close its offices during severe weather and emergency conditions. However, the obligation to provide services to our clients must be balanced with the risk of danger to our employees. LogistiCare and its staff members must be prepared to safely operate and serve during these extraordinary times. To that end, LogistiCare provides the following resources to help guide, coach and support our staff members, managers and supervisors in effective planning for such situations. Our overriding objective is to provide for the continuation of service, if at all feasible, and to have alternate plans of action in place that will help protect the most medically challenged riders if service continuation is not possible.

Adverse weather, especially during the winter months, will not affect LogistiCare operations unless one or more of the following additional conditions occur:

- LogistiCare facilities are damaged and determined unsafe.
- Essential utilities, such as heat, telephone and electrical service, are lost.
- Extremely hazardous travel conditions exist.
- An official State of Emergency has been declared.

At such times, LogistiCare operates at one of three levels of service:

- **Modified:** Some delays in service may occur
- **Limited:** Greatly modified transportation scheduling / Limited service / Delays expected (some roads/facilities could be closed) / Allowances made to schedule trips only for life-sustaining medical treatments
- **No Transportation Service:** All transportation prohibited except for emergency vehicles, under order of the state transportation department or local government / Callers are instructed to contact 911

### 4.3 Severe Weather or Emergency Condition Descriptions

- **Severe Weather/Emergency Conditions:** are defined as heavy snow or ice accumulations, flooding, hurricane or tornado damage that significantly affects the normal operations of LogistiCare and transportation providers. Regardless of the severe weather/emergency condition event, LogistiCare must remain open in support of our client agency and its transportation recipients. Positions assigned to the Essential Service category must report to or remain at work.

- **Isolated Hazardous Conditions:** There are some weather or emergency conditions that may affect only certain portions of LogistiCare operations. During these conditions LogistiCare management will provide operating and attendance guidelines to affected employees.
- **Official State of Emergency:** Only the Governor and/or Mayor of affected areas can declare an official state of emergency. In the event that a state of emergency is called, all LogistiCare staff members must contact their supervisors for instructions. Positions assigned to the Essential Service category must report to or remain at work as scheduled or directed.

#### 4.4 Job/Work Categories During Severe Weather or Emergency Conditions

Every LogistiCare staff member performs important services and work. During extraordinary times of severe weather or emergency conditions, some job functions positions require on-site presence to continue operations. To ensure continuous operations during these conditions, all jobs are categorized into one of two service levels:

- **Essential Service:** jobs that are required to maintain essential services and operations during any severe weather or emergency condition. During severe weather/emergency conditions or when an official State of Emergency has been issued, essential service employees report to or remain at work. Transportation service to work may be provided, determined by management.
- **Reserve Service:** jobs (such as billing) that are not immediately required to provide reservations and transportation scheduling service but may be upgraded to “Essential Service” based on current needs. During severe weather/emergency conditions or when an official State of Emergency has been issued, management will assign reserve service employees a temporary category at the time of each severe weather/emergency condition event.

#### 4.5 Customized Plans for Continuation of Service

Each LogistiCare operation develops customized plans to ensure staffing and provisions of essential services during severe weather or other extreme situations. Such plans are disseminated to all employees and must include the following information:

1. List of all employees
2. Phone numbers/contact information for all employees (established phone tree)
3. Establishment of chain of command
4. Location to meet in the event of an emergency closing during work hours.
5. Procedure for accounting for all employees after an evacuation
6. Designation of Emergency Coordinator(s)
7. Procedure for identifying and evacuating employees who need assistance
8. Appropriate alternate work locations
9. Equipment necessary to work from an alternate location

10. Essential information about heat, lights, etc,
11. Evacuation maps/assignment of escape routes for employees
12. Procedures or employees to shut down critical systems
  - Shut down computers
  - Turn off lights
  - Forward voicemail
13. Preferred means for reporting fires and other emergencies
14. If possible, designation of a first aid person and alternate
15. Designation of employees with responsibilities during an emergency

## 4.6 Decision Making Process

The following criteria will be considered in declaring a severe weather or emergency condition for each shift:

- Condition or anticipated worsening condition of local streets and highways in the service area
- Other conditions that may pose a threat to the safety of riders, employees, and the community at large

The local director of operations is responsible for the early gathering of information on the criteria to be used by those responsible for declaring severe weather/emergency conditions. The director will advise other staff of the present or worsening conditions, for each shift. The director of operations will make the decision on activating and/or terminating the severe weather/ emergency conditions policy for each shift. Once implemented, the policy will remain in force for the duration of the work shift.

## Call Center Inclement Weather Policy

The goal of this policy is to ensure at least 70% call center staffing when inclement weather threatens the local area or, when necessary, to ensure back up by another call center that is unaffected by the inclement weather event.

### 5.1 Inclement Weather Team

All call center staff will be assigned to 1 of 2 inclement weather teams. The teams will consist of staff members from each department. Responsibility for call center coverage will rotate between each team on a monthly basis. Inclement weather team will provide a 50% staffing level. The remaining 20% will be staff members who live within a 10-mile radius of the call center. The Call Center Supervisor will notify these staff members of their responsibility to the team.

The inclement weather team will be provided room, meals and personal hygiene products at a local hotel, if warranted. They will also be provided transportation from the call center to the local hotel as needed.

Team members will be required to report to work during inclement weather based on their team's assigned month. Failure to report to work will result in an unexcused absence. (See Attendance policy).

### 5.2 Inclement Weather Coverage Process

Once alerted to an impending weather situation that threatens our ability to serve our recipients the following steps will be taken:

1. The Call Center Supervisor will notify the senior management team. (Operations Director, Assistant Operations Director and Regional Supervisor).
2. The senior management team will convene and determine if it is appropriate to activate the inclement weather process.
3. The Call Center Supervisor will notify the appropriate inclement weather team and remind them of their responsibilities.
4. The Call Center Supervisor will provide senior staff with the names and phone numbers of all staff members.
5. All staff will be assigned to a senior staff member. Staff will call their assigned senior staff member at designated phone numbers if they will be absent due to inclement weather.
6. The Call Center Supervisor will offer reservations at a local hotel for all inclement weather team members with primary focus on those who might have difficulty returning to work for their assigned shift.
7. The Call Center Supervisor, or designee, will contact the appropriate local hotel and make reservations for staff members.
8. The Operations Director/Assistant Operations Director will notify clients (DMS) regarding impending inclement weather.
9. The Assistant Operations Director will notify the regional office staff of the inclement weather event.
10. The Call Center Supervisor will notify the appropriate call center to enlist assistance in call coverage. Requests for call coverage assistance will be in the following order: Georgia, Connecticut, Miami, California.

11. The Call Center Supervisor will contact on-line communications to set necessary parameters for transfer of call or for overflow coverage.
12. The Call Center Supervisor will determine which phone lines will be forwarded to the Disaster Recovery Center. This will depend upon the number of employees available in the weather-affected center as well as the staffing capacity of the Disaster Recovery Center.
13. The Operations Director will notify all affected parties of the end of an inclement weather event.
14. The Call Center Supervisor will ensure that appropriate action is taken and documented in the files of employees who fail to adhere to this policy.

### **5.3 Regional Office Internal Inclement Weather Plan**

1. Each regional office is to give an updated list of all employee's home phone numbers, cell phones, business cell phones and emergency evacuation phone numbers.
2. Create a regional office spreadsheet to be used by the Call Center in case a regional office is not operational.
3. Obtain facilities listing, establish a contact person to fax a copy of facility memo and Schedule Pick-up Change form requesting changes in schedules and closing dates to include in the Regional office spreadsheet to be given to the Call Center.
4. Make changes from Scheduled Pick/Up Change form to assign changed trips to providers and give cancellation notices.
5. Contact each provider to obtain landline phone number, emergency contact name and number of emergency vehicles/drivers, the position of the vehicles and if they are located in a mandatory evacuation zone.
6. Use a Pre Schedule report to determine which transportation provider is assigned to each facility and give an alternate transportation provider for each level of service that may transport to the facility in case the assigned provider is not able to transport to be included on a regional spreadsheet.
7. If needed the Call Center will use a regional spreadsheet to assess/identify the operational status of each transportation provider and facility. Call Center Staff is to re-assign as many of these trips as possible due to last minute closing of transportation providers.
8. Each Regional Supervisor will be contacted by the Operations Director to determine the status of the regional office's business operations.
9. The Operations Director will determine the "How to redirect calls process" via online for each regional office.

## **LogistiCare Pandemic Policy**

### **6.1 Pandemic Preparation**

When a potential outbreak or pandemic has the potential to interfere with delivery of NEMT service, LogistiCare schedulers will create two sets of next-day manifests as part of our protocol for ensuring continued service to the most medically fragile riders during times of a pandemic and declared states of emergency.

One set of manifests will include all scheduled trips; the second set of manifests deletes all but the trips scheduled for life-sustaining treatments, with allowances for increased travel time and available time to reinstate trips at customers' requests.

## 6.2 LogistiCare Protocol for Pandemic and State of Emergency

Because of our commitments to our clients and transportation recipients, LogistiCare must be prepared to operate at a reduced level in local offices during a pandemic and emergency conditions. LogistiCare and its staff members must be prepared to safely operate and serve during these extraordinary times. To that end, LogistiCare provides the following resources to help guide, coach and support our staff members, managers and supervisors in effective planning for such situations. Our overriding objective is to provide for the continuation of service, if at all feasible, and to have alternate plans of action in place that will help protect the most medically challenged riders if service continuation is not possible.

A pandemic or declared state of medical emergency, will not affect LogistiCare operations unless one or more of the following additional conditions occur:

- An official State of Emergency has been declared.
- A confirmed illness due to a pandemic at a local site.
- Extremely infectious conditions exist.

At such times, LogistiCare operates at one of three levels of service:

- **Modified:** Some delays in service may occur
- **Limited:** Greatly modified transportation scheduling / Limited service / Delays expected (some roads/facilities could be closed) / Allowances made to schedule trips only for life-sustaining medical treatments
- **No Transportation Service:** All transportation prohibited except for emergency vehicles, under order of the state transportation department or local government / Callers are instructed to contact 911

## 6.3 Pandemic or Emergency Condition Descriptions

- **Pandemic/Emergency Conditions:** Susceptibility to the pandemic virus will be universal. Some people will become infected but not develop clinically significant symptoms.
- Asymptomatic or minimally symptomatic individuals can transmit infection and develop immunity to subsequent infection
- **Isolated Hazardous Conditions:** There are some pandemic or emergency conditions that may affect only certain portions of LogistiCare operations. During these conditions LogistiCare management will provide operating and attendance guidelines to affected employees.
- **Official State of Emergency:** Only the Governor and/or Mayor of affected areas can declare an official state of emergency. In the event that a state of emergency is called, all LogistiCare staff members must contact their supervisors for instructions. Positions assigned to the Essential Service category must report to or remain at work as scheduled or directed.

## 6.4 Job/Work Categories During Pandemic or Emergency Conditions

Every LogistiCare staff member performs important services and work. During extraordinary times of pandemic or emergency conditions, some job functions positions require on-site presence to continue operations. To ensure continuous operations during these conditions, all jobs are categorized into one of two service levels:



- **Essential Service:** jobs that are required to maintain essential services and operations during pandemic or emergency conditions. During pandemic/emergency conditions or when an official State of Emergency has been issued, essential service employees report to or remain at work. Transportation service to work may be provided, determined by management.
- **Reserve Service:** jobs (such as billing) that are not immediately required to provide reservations and transportation scheduling service but may be upgraded to “Essential Service” based on current needs. During pandemic/emergency conditions or when an official State of Emergency has been issued, management will assign reserve service employees a temporary category at the time of each Pandemic/emergency condition event.

## 6.5 Customized Plans for Continuation of Service

Each LogistiCare operation develops customized plans to ensure staffing and provisions of essential services during pandemic or other extreme situations. Such plans are disseminated to all employees and must include the following information:

1. List of all employees
2. Phone numbers/contact information for all employees (established phone tree)
3. Establishment of chain of command
4. Location to meet in the event of an emergency closing during work hours.
5. Procedure for accounting for all employees after an evacuation
6. Designation of Emergency Coordinator(s)
7. Procedure for identifying and evacuating employees who need assistance
8. Appropriate alternate work locations
9. Equipment necessary to work from an alternate location
10. Essential information about heat, lights, etc,
11. Evacuation maps/assignment of escape routes for employees
12. Procedures or employees to shut down critical systems
  - Shut down computers
  - Turn off lights
  - Forward voicemail
13. Preferred means for reporting fires and other emergencies

14. If possible, designation of a first aid person and alternate

15. Designation of employees with responsibilities during an emergency

## 6.6 Decision Making Process

The following criteria will be considered in declaring a Pandemic or emergency condition for each shift:

- Condition or anticipated worsening condition of widespread infection in the service area
- Other conditions that may pose a threat to the safety of riders, employees, and the community at large

The local director of operations is responsible for the early gathering of information on the criteria to be used by those responsible for declaring pandemic/emergency conditions. The director will advise other staff of the present or worsening conditions, for each shift. The director of operations will make the decision on activating and/or terminating the pandemic/ emergency conditions policy for each shift. Once implemented, the policy will remain in force for the duration of the work shift.

## Call Center Pandemic Policy

The goal of this policy is to ensure at least 70% call center staffing when a pandemic threatens the local area or, when necessary, to ensure back up by another call center that is unaffected by the pandemic event.

### 7.1 Pandemic Team

All call center staff will be assigned to 1 of 2 pandemic teams. The teams will consist of staff members from each department. Responsibility for call center coverage will rotate between each team on a monthly basis. Pandemic team will provide a 50% staffing level. The remaining 20% will be staff members who live within a 10-mile radius of the call center. The Call Center Supervisor will notify these staff members of their responsibility to the team.

The pandemic team will be provided room, meals and personal hygiene products at a local hotel, if warranted. They will also be provided transportation from the call center to the local hotel as needed.

Team members will be required to report to work during a pandemic based on their team's assigned month. Failure to report to work will result in an unexcused absence. (See Attendance policy).

### 7.2 Pandemic Coverage Process

Once alerted to a potential pandemic situation that threatens our ability to serve our recipients the following steps will be taken:

1. The Call Center Supervisor will notify the senior management team. (Operations Director, Assistant Operations Director and Regional Supervisor).
2. The senior management team will convene and determine if it is appropriate to activate the pandemic response plan.
3. The Call Center Supervisor will notify the appropriate local pandemic team and remind them of their responsibilities.
4. The Call Center Supervisor will provide senior staff with the names and phone numbers of all staff members.
5. All staff will be assigned to a senior staff member. Staff will call their assigned senior staff member at designated phone numbers if they will be absent due to a potential pandemic.
6. The senior management team will determine if a social distancing strategy will be enacted. Social distancing strategies are non-medical measures intended to reduce the spread of disease from person-to-person by discouraging or preventing people from coming in close contact with each other. These strategies could include increasing telecommuting, flex scheduling or closing local or regional offices.
7. The Call Center Supervisor, or designee, will contact the appropriate senior staff members and notify them of the social distancing strategy decision.
8. The Operations Director/Assistant Operations Director will notify clients (DMS) regarding social distance strategy and its impact to operations.
9. The Assistant Operations Director will notify the regional office staff of the pandemic event.
10. The Call Center Supervisor will notify the appropriate call center to enlist assistance in call coverage. Requests for call coverage assistance will be in the following order: Georgia, Connecticut, Miami, California.

11. The Call Center Supervisor will contact on-line communications to set necessary parameters for transfer of call or for overflow coverage.
12. The Call Center Supervisor will determine which phone lines will be forwarded to the Disaster Recovery Center. This will depend upon the number of employees available in the pandemic-affected center as well as the staffing capacity of the Disaster Recovery Center.
13. The Operations Director will notify all affected parties of the end of a pandemic event.
14. The Call Center Supervisor will ensure that appropriate action is taken and documented in the files of employees who fail to adhere to this policy.

### **6.3 Regional Office Internal Pandemic Plan**

1. Each regional office is to give an updated list of all employee's home phone numbers, cell phones, business cell phones and emergency evacuation phone numbers.
2. Create a regional office spreadsheet to be used by the Call Center in case a regional office is not operational.
3. Obtain facilities listing, establish a contact person to fax a copy of facility memo and Schedule Pick-up Change form requesting changes in schedules and closing dates to include in the Regional office spreadsheet to be given to the Call Center.
4. Make changes from Scheduled Pick/Up Change form to assign changed trips to providers and give cancellation notices.
5. Contact each provider to obtain landline phone number, emergency contact name and number of emergency vehicles/drivers, the position of the vehicles and if they are located in a mandatory evacuation zone.
6. Use a Pre Schedule report to determine which transportation provider is assigned to each facility and give an alternate transportation provider for each level of service that may transport to the facility in case the assigned provider is not able to transport to be included on a regional spreadsheet.
7. If needed the Call Center will use a regional spreadsheet to assess/identify the operational status of each transportation provider and facility. Call Center Staff is to re-assign as many of these trips as possible due to last minute closing of transportation providers.
8. Each Regional Supervisor will be contacted by the Operations Director to determine the status of the regional office's business operations.
9. The Operations Director will determine the "How to redirect calls process" via online for each regional office.

**Appendix A**  
***Revisions and updates***

<b>Date</b>	<b>Updated By</b>	<b>Section Updated and Brief Description</b>	<b>Approved Update</b>
5/13/2013	John McCormack	No Updates	Yes
8/13/2013	John McCormack	Added Update Sheet	Yes
11/2014	John McCormack	Minor updates	Yes
7/2015	John McCormack	No updates	Yes
8/5/2016	John McCormack	Made reference to Emergency Mode Operations plan for site restoration.	Yes
11/3/2017	John McCormack	Added RTO and RPO objectives.	Yes
03/03/2020	Christopher Stewart	Combined documents from Circulation	Yes

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

My company intends to contract with LogistiCare to provide NEMT/STP services. I understand that any contract with LogistiCare for services under the NEMT/STP brokerage program will be subject to West Virginia Department of Health and Human Resource, Bureau of Medical Services rules and regulations.

This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Cynthia Perry volunteer  
Name and Title

Cynthia Perry  
Transportation Company

324 Barbara Street, Charleston, WV 25387  
Address, City, State, and Zip Code

Cynthia Perry 2-20-20  
Signature Date

all except McDowell and Mingo  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Clifford Ray Messer

Volunteer

Name and Title

Clifford Ray Messer

Transportation Company

214 Paterson Street, Poca WV. 25159

Address, City, State, and Zip Code

Clifford Ray Messer

Signature

2/21/20

Date

All W.Va., Northern & Eastern Ky., Eastern Ohio, Northern Va.,  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (~~Ambulatory~~) 3

Enhanced (~~Wheelchair~~) 0

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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My company intends to contract with LogistiCare to provide NEMT/STP services. I understand that any contract with LogistiCare for services under the NEMT/STP brokerage program will be subject to West Virginia Department of Health and Human Resource, Bureau of Medical Services rules and regulations.

This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Christopher Ausubman Owner  
Name and Title

Transportation Company

1291 Ridge Road, Parkersburg, WV 26101  
Address, City, State, and Zip Code

Christopher Ausubman 2/20/20  
Signature Date

Served all Counties  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair)       

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Bobby Blevins Volunteer Driver  
Name and Title

Bobby Blevins  
Transportation Company

1140 James River Turnpike #13 WV, Milton 25541  
Address, City, State, and Zip Code

[Signature] 02-24-20  
Signature Date

Welzel, Monongalia, Marion, Preston, Taylor, Harrison, Lewis, Upshur, Braxton, Clay, Pleasants, Wood,  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair)         

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

Jackson,  
Nicholas,  
Fayette,  
Raleigh,  
Morgan,  
Berkeley,  
Hancock,  
Brooke,  
Ohio

LogistiCare



**Letter of Commitment to Participate in the West Virginia  
Non-Emergency Medical Transportation/Statewide  
Transportation Program**

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LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Amy Ball  
Name and Title

Independent Driver  
Transportation Company

P.O Box 441 Panther WV 24872  
Address, City, State, and Zip Code

Amy Ball  
Signature

2-26-20  
Date

McDowell, Mercer, Wyoming, Raleigh  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

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My company intends to contract with LogistiCare to provide NEMT/STP services. I understand that any contract with LogistiCare for services under the NEMT/STP brokerage program will be subject to West Virginia Department of Health and Human Resource, Bureau of Medical Services rules and regulations.

This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

ABDI RAMADAN

OWNER

Name and Title

GLOBAL TRANSPORTATION LLC METRO RIDE

Transportation Company

5371 BIG TYLER RD #716 CROSS LANES WV 25313

Address, City, State, and Zip Code

*Dane*

Signature

02-25-2020

Date

KANAWHA, PUTNAM, CLAY, CABELL

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 7

Enhanced (Wheelchair) 0

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

LogistiCare



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

My company intends to contract with LogistiCare to provide NEMT/STP services. I understand that any contract with LogistiCare for services under the NEMT/STP brokerage program will be subject to West Virginia Department of Health and Human Resource, Bureau of Medical Services rules and regulations.

This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Owner  
Name and Title  
EZ Transportation LLC  
Transportation Company  
447 Call Road Suite 110 Charleston WV 25312  
Address, City, State, and Zip Code  
James Stefford  
Signature  
2-20-2020  
Date  
Kanawha, Logan, Raleigh, Fayette, Mercer, Randolph  
Geographic areas served (Must list all counties of operation) Monongalia, Harrison, Marion  
# Of Vehicles: Basic (Ambulatory) 24 Enhanced (Wheelchair) 1

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Alexis Stull

Name and Title

Central WV Community Action

Transportation Company

106 Frederick St Clarksburg, WV 26301

Address, City, State, and Zip Code

  
Signature

2/25/2020  
Date

Central WV Community Actions pick-ups in Harrison Co & serves all surrounding counties as the following: Lewis Co., Harrison Co., Barbour Co., Doddridge Co., Marion Co., Taylor Co., and Monongalia Co.

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 5 Enhanced (Wheelchair) 4

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

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Jeb Corey  
Name and Title

C+H Company DBA C+H Taxi  
Transportation Company

312 21ST ST W Charleston WV 25387  
Address, City, State, and Zip Code

Jeb Corey 2/23/2020  
Signature Date

All of WV  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 30 Enhanced (Wheelchair) 3

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



**Letter of Commitment to Participate in the West Virginia  
Non-Emergency Medical Transportation/Statewide  
Transportation Program**

To Whom It May Concern:

LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

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Timothy Gajda, Director  
Name and Title

Bakelley Court Day Report Center  
Transportation Company

800 Emmett Reusch Dr. Martinsburg, WV 25401  
Address, City, State, and Zip Code

[Signature] 2-24-2020  
Signature Date

Bellakey, Jefferson, Morgan Counties - WV  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 4 Enhanced (Wheelchair) 0

**Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.**

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Larry E. Paxton, Executive Director  
Name and Title

Appalachian Center for Independent Living Inc.  
Transportation Company

4710 Chimney Drive, Suite C Charleston, WV 25302  
Address, City, State, and Zip Code

[Signature] 2/21/20  
Signature Date

Kanawha, Boone, Clay, Putnam  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) 2

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



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Cindy Strovel / Executive Assistant

Name and Title

Berkeley Senior Services

Transportation Company

217 N. High Street Martinsburg WV 25404

Address, City, State, and Zip Code

C. Strovel

Signature

3/17/2020

Date

Berkeley County WV ONLY

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) \_\_\_\_\_ Enhanced (Wheelchair) 2 (Van w/ ramp)  
Bariatric 5 (10-12 passenger vehicles)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Richard Dean Sr  
Name and Title

N/A  
Transportation Company

100 WILEY LN, Danville, WV 25053  
Address, City, State, and Zip Code

[Signature] 2-24-20  
Signature Date

ALL  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2 to 3 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com





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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Robert Blake Volunteer  
Name and Title

Robert Blake  
Transportation Company

400 Cherry Run Rd. Craigsville WV 26205  
Address, City, State, and Zip Code

Robert Blake 2-26-2020  
Signature Date

Nicholas Greebriar, Any and All ect.  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Robert Jones

Name and Title

Independent

Transportation Company

2064 Independence Rd Lizabeth, WV 25125

Address, City, State, and Zip Code

Montana

2-26-20

Signature

Date

All

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair)       

Please return this form signed to the email address or fax below by  
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## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Roger Lance  
Name and Title

Roger Lance  
Transportation Company

260 3rd St, Rainelle WV 25962  
Address, City, State, and Zip Code

Roger Lance 2-22-20  
Signature Date

All counties and 9 other states so far.  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair)         

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



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Name and Title Ryan McNutt Independent driver

Transportation Company Ryan McNutt Independent driver

Address, City, State, and Zip Code 136 Dylan Heights Dr. Apt 114 Summersville WV 26651

Signature

Date

2/27/20

Geographic areas served (Must list all counties of operation) All Counties

# Of Vehicles: Basic (Ambulatory)

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

LogistiCare



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Tina Heide Driver

Name and Title

Tina Heide

Transportation Company

54 Satinwood Ln. Summersville Wv. 26651

Address, City, State, and Zip Code

Tina Heide

Signature

2-24-20

Date

Fayette, Nicholas, Braxton, Raleigh, Wyoming, all counties in Wv

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



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**Wesley E Cogar Independent Driver**

Name and Title

Transportation Company

**2311 Covert St. Parkersburg, WV. 26101**

Address, City, State, and Zip Code

*Wesley E Cogar*

Signature

Date

**Wood, Ohio, Wirt, Jackson, western part of WV**

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

**Please return this form signed to the email address or fax below by  
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LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com



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Marshall Murphy  
Name and Title

Marshall Murphy  
Transportation Company

94 Cook Drive Charleston, WV 25314  
Address, City, State, and Zip Code

Marshall Murphy      Feb 21, 2020  
Signature      Date

Kanawha  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2      Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

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Name and Title

Melissa Carol Tabler

Transportation Company

Independent Driver

Address, City, State, and Zip Code

41 New Thomas Dr

Charles Town WV 25414

Signature

Date

Melissa Carol Tabler

2/23/20

Geographic areas served (Must list all counties of operation) All Counties

# Of Vehicles: Basic (Ambulatory)

2

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
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# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Name and Title

MICHAEL D BAUM

Transportation Company

Independent DRIVER

Address, City, State, and Zip Code

41 NEW THOMAS DR

CHARLES TOWN, WV 25414

Signature

Date



23 FEB 2020

Geographic areas served (Must list all counties of operation) All Counties

# Of Vehicles: Basic (Ambulatory)

1

Enhanced (Wheelchair)

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LogistiCare

CIRCULATION

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Mary A. Smith, Director/Transp Coord.  
Name and Title

Tucker County Senior Citizens Inc.  
Transportation Company

217 Senior Lane Parsons WV 26287  
Address, City, State, and Zip Code

Mary A. Smith 2/27/2020  
Signature Date

Transport Firm → Tucker, Randolph, Barbour, Preston, Monongalia, Marion  
Geographic areas served (Must list all counties of operation) Garrett Co., MD.

# Of Vehicles: Basic (Ambulatory) 5 Enhanced (Wheelchair) 2

Please return this form signed to the email address or fax below by  
11pm, Wednesday, February 26, 2020

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



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Samuel Longjoy Asst. Admin  
Name and Title

Mullens Manor, Inc.  
Transportation Company

PO Box 1964 Pineville, WV 24874  
Address, City, State, and Zip Code

[Signature] 3/3/20  
Signature Date

Wyoming, Raleigh, Mercer, McDowell  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 10 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
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MILFORD L. ZEIGLER, JR. - CHIEF EXECUTIVE OFFICER

Name and Title

RIGHT PATH TRANSPORTATION

Transportation Company

Suite

303 300 Ave, MONTGOMERY, WV 25136

Address, City, State, and Zip Code

Milford L. Zeigler, Jr.

Signature

27 FEB 2020

Date

FAYETTE AND RALIEGH

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 4 Enhanced (Wheelchair) 1

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.



LogistiCare



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Tammy Pritt-Jones, COO

Name and Title

Right Path Transportation, LLC

Transportation Company

326 Third Ave. Suite 303, Montgomery, WV 25136

Address, City, State, and Zip Code

Tammy Pritt-Jones, COO

Signature

3/13/20

Date

Fayette, Raleigh

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 6

Enhanced (Wheelchair) 1

Bariatric 1 (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com

**LogistiCare**

CIRCULATION

## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Rebecca Frampton - CEO

Name and Title

Service Station LLC

Transportation Company

1111 Charleston Rd Poca WV 25159

Address, City, State, and Zip Code

Rebecca Frampton

Signature

2.20.20

Date

Putnam, Kanawha, Boone, Cabell, Jackson, Logan, Raleigh, Wood  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



**Letter of Commitment to Participate in the West Virginia  
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John Simmons, Executive Director  
Name and Title

Pocahontas County Senior Citizens, Inc.  
Transportation Company

20026 Seneca Trail Marlinton, WV 24954  
Address, City, State, and Zip Code

John R. Simmons 2/24/2020  
Signature Date

Pocahontas County, WV  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 10 Enhanced (Wheelchair) 1

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

**LogistiCare**

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Dr. Jonathan Hartiens, CEO  
Name and Title  
Mountaineer Behavioral Health dba Recovery Center  
Transportation Company  
3094 Charles Town Rd, Kearneysville, WV 25430  
Address, City, State, and Zip Code  
X Jonathan 2-24-20  
Signature Date  
Berkeley, Jefferson, Morgan + All other counties in WV  
Geographic areas served (Must list all counties of operation)  
# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



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William F. Carpenter Jr. Executive Director  
Name and Title

Lincoln County Opportunity Co.  
Transportation Company

360 Main St. Harlow WV 25523  
Address, City, State, and Zip Code

[Signature] 2/24/2020  
Signature Date

Lincoln + Wayne Cabell  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 4 Enhanced (Wheelchair) \_\_\_\_\_

**Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.**

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

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Steven L Conley Owner

Name and Title

Medical Transport Services LLC

Transportation Company

2534, 15th Ave Parkersburg, WV 26101

Address, City, State, and Zip Code

Signature

Date

Wood, Wirt, Jackson, Kanawha, Mason, Cabell, Pleasants, Tyler

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 3

Enhanced (Wheelchair) 0

Ritchie, Monongalia,  
Harrison, Wetzel,  
Marshall and Ohio

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

(These are the Counties  
that we travel to)  
(subject to a  
dead head mile rate)



LogistiCare



**Letter of Commitment to Participate in the West Virginia  
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To Whom It May Concern:

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DEBBIE HARVEY EXECUTIVE DIRECTOR  
Name and Title

MARION COUNTY SENIOR CITIZENS, INC.  
Transportation Company

105 MAPLEWOOD DRIVE FAIRMONT WV 26554  
Address, City, State, and Zip Code

[Signature] 2-28-20  
Signature Date

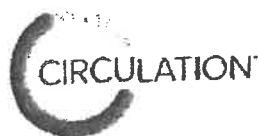
BASE-MARION County - SERVING MARION, MONONGALIA, PRESTON, HARRISON, TAYLOR  
Geographic areas served (Must list all counties of operation) (TRANSPORTING TO)

# Of Vehicles: Basic (Ambulatory) 4 Enhanced (Wheelchair) 5

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



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Name and Title Debra M Moore, Director

Transportation Company Webster County Senior Citizens, Inc.

Address, City, State, and Zip Code 148 Court Square, Webster Springs, WV 26288

Debra M Moore  
Signature

2-21-2020  
Date

Webster County. We do take our Webster County residents to Hospitals out of County  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) 1

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



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FRANK "CHIP" A. REA

Name and Title

WEIR-COVE TAXI

Transportation Company

3075 MAIN ST. WENTON, WV 26062

Address, City, State, and Zip Code

[Signature]

Signature

2/20/2020

Date

Hancock, Brooke

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 4

Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

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TERESA K WARBLE OWNER  
Name and Title

HOMETOWN TRANSPORTATION, LLC  
Transportation Company

1110 GARFIELD ST MCMECHEN WV 26040  
Address, City, State, and Zip Code

Teresa K. Warble  
Signature

3-6-20  
Date

OHIO CO. MARSHALL CO. WETZEL CO. MONONGALIA CO.  
Geographic areas served (Must list all counties of operation) TYLER CO.

Vehicles: Basic (Ambulatory) 9 Enhanced (Wheelchair) N/A

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
100 Virginia Street East  
Martinsburg, WV 25301  
Tel: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
Email: jessica@logisticare.com

CIRCULATION

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ANTHONY S. OKAFOR - Independent Volunteer  
Name and Title

Anthony Okafor  
Transportation Company

1430 3rd ave Charleston, WV 25387  
Address, City, State, and Zip Code

[Signature] 2/23/20  
Signature Date

All Counties  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) ✓ 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

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Drema Dean Driver  
Name and Title

Transportation Company

100 Wiley Lane Danville, WV 25053  
Address, City, State, and Zip Code

Drema Dean 2-24-20  
Signature Date

all  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) ☒ 3 Enhanced (Wheelchair) ☐

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



LogistiCare | CIRCULATION

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Name and Title

Harry D. Lee

Transportation Company

N/A

Independent Driver

Address, City, State, and Zip Code

15376 Charles Town Rd.

Charles Town, WV 25414

Signature

Harry D. Lee

Date

2-23-2020

Geographic areas served (Must list all counties of operation)

entire state

# Of Vehicles: Basic (Ambulatory) 3A

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare



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Kimberly M. Harris WV Independent Driver  
Name and Title

Transportation Company

110 Carroll Rd Morgantown WV 26506  
Address, City, State, and Zip Code

Kimberly M. Harris 2/20/20  
Signature Date

Entire State  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) ☒ 1 Enhanced (Wheelchair) \_\_\_\_\_

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12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

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Mary Kathy Kasekamp Volunteer Driver  
Name and Title

Logisticare  
Transportation Company

PO Box 222 Ellerslie, Maryland 21529  
Address, City, State, and Zip Code

Mary Kathy Kasekamp 2-21-20  
Signature Date

Mineral, Hampshire, Jefferson, Morgan, Monongalia, Preston  
Geographic areas served (Must list all counties of operation) Grant, Hardy, Berkeley, Hancock

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Name and Title

Melissa Carol Tabler

Transportation Company

Independent Driver

Address, City, State, and Zip Code

41 New Thomas Dr

Charles Town WV 25414

Signature

Date

Melissa Carol Tabler

2/23/20

Geographic areas served (Must list all counties of operation)

entire state

# Of Vehicles: Basic (Ambulatory)

2

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

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Marlon Lee Kasekamp VOLUNTEER DRIVER  
Name and Title

LOGISTICARE  
Transportation Company

P.O. Box 222 ELLERSLIE, MD. 21529  
Address, City, State, and Zip Code

Marlon Lee Kasekamp 2-21-20  
Signature Date

JEFFERSON, BERKELEY, HAMPSHIRE, MINERAL, MONONGALIA, PRESTON  
Geographic areas served (Must list all counties of operation) GRANT, HANCOCK, BROOK, MERCER  
OHIO, MARSHALL, HARRISON, BRAXTON, LEWIS Cabell, Hardy, Berkeley  
# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

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Name and Title *Brian Allen Looney , Driver*

Transportation Company *Independent Driver*

Address, City, State, and Zip Code *156 Monitor Park Dr. Logan WV 25601*

Signature *[Signature]* Date *2/20/20*

Geographic areas served (Must list all counties of operation) *All Counties*

# Of Vehicles: Basic (Ambulatory) *1* Enhanced *No*  
(Wheelchair) *0*



LogistiCare

CIRCULATION

**Letter of Commitment to Participate in the West Virginia  
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Name and Title *MICHAEL A DOANE*  
*VOI DRIVER*

Transportation Company

Address, City, State, and Zip Code *257 CLAYTON DRIVE*  
*NORTH TAZEWELL V.A. 24630*

Signature *Michael A Doane* Date *2-24-20*

Geographic areas served (Must list all counties of operation) *ALL WV COUNTIES*

# Of Vehicles: *2* Basic (Ambulatory) Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

LogistiCare



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

LogistiCare Solutions, LLC, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS).

My company intends to contract with LogistiCare to provide NEMT/STP services. I understand that any contract with LogistiCare for services under the NEMT/STP brokerage program will be subject to West Virginia Department of Health and Human Resource, Bureau of Medical Services rules and regulations.

This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Tammy J. Meadows Ind. Driver  
Name and Title

Ind. Driver  
Transportation Company

P.O. Box 958 Hurricane WV 25526-  
Address, City, State, and Zip Code

Tammy J. Meadows  
Signature

Feb. 21. 20.  
Date

all counties  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) ✓ 1 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Tawney Wyatt

Name and Title

Tawney Wyatt

Transportation Company

1174 McCann Run Rd Jane Lew WV 26378

Address, City, State, and Zip Code

Tawney Wyatt

Signature

Date

2-25-2020

harris, Harrison, Marion, Upshure, Randolph, Berkeley, Charleston  
Geographic areas served (Must list all counties of operation)

Wetzel, Tyler, Taylor, Wayne

# Of Vehicles: Basic (Ambulatory) 1

Enhanced (Wheelchair)       

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12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com



**Letter of Commitment to Participate in the West Virginia  
Non-Emergency Medical Transportation/Statewide  
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TROY BOSWELL

Name and Title

INDEPENDENT DRIVER

Transportation Company

318 MONROE AVE. RONCEVERTE, WV 24970

Address, City, State, and Zip Code

23 FEB 20

Signature

Date

WEST VIRGINIA (STATE-WIDE) & OUT OF STATE

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1

Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

[jessica.reeves@logisticare.com](mailto:jessica.reeves@logisticare.com)

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Name and Title

Victoria Renee Rensberg

Transportation Company

Independent Driver

Address, City, State, and Zip Code

4810 Amesbury Way

Jefferson MD 21755

Signature

Victoria Rensberg

Date

2/23/2020

Geographic areas served (Must list all counties of operation)

all counties

# Of Vehicles: Basic (Ambulatory)

1

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare



## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

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Jamie Marlowe President  
Name and Title

Metro Tristate  
Transportation Company

132 Co 410 South Point OH 45680  
Address, City, State, and Zip Code

Jamie Marlowe 2/24/2020  
Signature Date

Cabell, Wayne (but we'll go anywhere you pay us to go)  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) X6 Enhanced (Wheelchair) X4

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



LogistiCare



**Letter of Commitment to Participate in the West Virginia  
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Transportation Program**

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Amber L. Hinkle, Executive Director

Name and Title

Open Doors for the Developmentally Challenged, Inc.  
Transportation Company (Open Doors, Inc.)

1109 Washington St., E., Lewisburg, WV 24901  
Address, City, State, and Zip Code

[Signature] for Open Doors, Inc.  
Signature

02/24/2020  
Date

Greenbrier

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 6 Enhanced (Wheelchair) 1 + 1 Bariatric

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

## Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or LogistiCare to any particular terms or conditions.

Name and Title

Sammy Stevens Independent Contractor  
Transportation Company

4508 Brown St. Apt #4 South Charleston WV 25039  
Address, City, State, and Zip Code

Sammy Stevens  
Signature

02-24-2020  
Date

all counties  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

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Name and Title

Stanis Louis Tabler

Transportation Company

Independent Driver

Address, City, State, and Zip Code

41 New Thomas Dr.

Charles Town W025414

Signature

Stanis Louis Tabler

Date

2/23/20

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory)

3

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

# Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

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Name and Title

Michelle Renee Heverline

Transportation Company

Independent Driver

Address, City, State, and Zip Code

241 Davis St.

Charles Town WV 25414

Signature

Michelle R Heverline

Date

2/23/20

Geographic areas served (Must list all counties of operation)

entire state

# Of Vehicles: Basic (Ambulatory) 1

Enhanced (Wheelchair)         

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare

CIRCULATION

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Name and Title

Patricia R. Chandler

Transportation Company

N/A

Independent Driver

Address, City, State, and Zip Code

Charles Town, WV 25414

15376 Charles Town Rd

2-23-2020

Signature

Date

Patricia R. Chandler

Geographic areas served (Must list all counties of operation)

operates in all counties

# Of Vehicles: Basic (Ambulatory)

X 14

Enhanced (Wheelchair)

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com

LogistiCare



**Letter of Commitment to Participate in the West Virginia  
Non-Emergency Medical Transportation/Statewide  
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To Whom It May Concern:

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Kaylin A. Varney INDEPENDENT DRIVER  
Name and Title

Kaylin A. Varney  
Transportation Company

303 CHARLESTONVILLE DR STEPHENS CITY, VA 22655  
Address, City, State, and Zip Code

Kaylin A. Varney 03/02/2020  
Signature Date

ALL COUNTIES in W. V.  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

**Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.**

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com



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John Nichols, Driver  
Name and Title

Independent Driver  
Transportation Company

112 Carrol Rd, Morgantown, WV 26508  
Address, City, State, and Zip Code

John Nichols 2/20/20  
Signature Date

The entire state of WV (all 55 counties)  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

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12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

LogistiCare

CIRCULATION

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Jennifer Seabolt Independent Driver  
Name and Title

LogistiCare  
Transportation Company

P.O. Box 424 Canvas, WV 26662  
Address, City, State, and Zip Code

Jr Seabolt  
Signature

2-22-2020  
Date

Nicholas, Webster, Greenbrier, Fayette, Raleigh, Braxton, Gilmer, Calhoun, Kanawha, Pocahontas,  
Upshur, Summers, Monroe, Randolph, Clay, Roane  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) 0

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Freda Stilwell  
Name and Title

Transportation Company

257 Clayton Dr North Tazewell, VA 24630  
Address, City, State, and Zip Code

Freda Stilwell 2-23-20  
Signature Date

All  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) \_\_\_\_\_

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LogistiCare Solutions LLC  
Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
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CIRCULATION

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Felicia Pannell

Name and Title

Independent Contractor

Transportation Company

930 Amity DR Charleston WV 25302

Address, City, State, and Zip Code

Felicia Pannell

Signature

02-27-20  
Date

All Counties

Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1

Enhanced (Wheelchair) \_\_\_\_\_

Please return this form signed to the email address or fax below by  
12pm, Wednesday, February 26, 2020.

LogistiCare Solutions LLC

Attn: Jessica Reeves

602 Virginia Street East

Charleston, WV 25301

Phone: 844-889-1937, ext. 2000 / Fax: 844-889-1937

jessica.reeves@logisticare.com



**Letter of Commitment to Participate in the West Virginia  
Non-Emergency Medical Transportation/Statewide  
Transportation Program**

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Michael S. Jones Independent Driver  
Name and Title

Independent Driver  
Transportation Company

6544 McCarley Ave SE #5 Charleston WV 25304  
Address, City, State, and Zip Code

Michael S. Jones 2-24-20  
Signature Date

All of WV & Part of Ohio Kentucky Maryland Virginia  
Geographic areas served (Must list all counties of operation)

# Of Vehicles: Basic (Ambulatory) 1 Enhanced (Wheelchair) \_\_\_\_\_

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Attn: Jessica Reeves  
602 Virginia Street East  
Charleston, WV 25301  
Phone: 844-889-1936, ext. 2000 / Fax: 844-889-1937  
jessica.reeves@logisticare.com

## TRANSPORTATION PROVIDER AGREEMENT

Between

LOGISTICARE SOLUTIONS, LLC (“LGTC”)

and

\_\_\_\_\_ (“Provider”)

***EFFECTIVE DATE:*** \_\_\_\_\_

WHEREAS, LGTC provides brokerage services for non-emergency medical transportation in the State of West Virginia pursuant to contracts with certain public agencies and/or private organizations; and

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

WHEREAS, Provider is in the business of performing non-emergency medical transportation services and wishes to provide such services pursuant to the terms of this Agreement;

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

### I. RESPONSIBILITIES OF LGTC.

- A. Process Transportation Requests. LGTC will receive transportation requests from Members or their agents, verify Member eligibility, schedule trips, submit daily trip requests to Provider (referred to as a “Provider Manifest”), verify billing information, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Members on behalf of its Client. Notwithstanding anything herein to the contrary, LGTC shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by LGTC, in its sole discretion, in the event that LGTC deems it necessary for the proper performance of its obligations under the Client Contract.
- B. Payments for Transportation. LGTC shall pay Provider for its services as set forth in Exhibit B. Provider shall not invoice or require payment from Members or the Client for its services.
- C. Orientation. LGTC shall provide one or more orientation sessions for Provider staff,



which will be offered at a LGTC regional office or the Provider's base of operations. Provider is responsible for ensuring that it and its employees understand all requirements and procedures for the provision of services pursuant to this Agreement.

II. RESPONSIBILITIES OF PROVIDER. Provider shall provide non-emergency medical transportation to Members and their escorts, attendants and assistants as requested by LGTC in a manner to ensure the safety of all passengers. All transportation shall be performed in accordance with the terms of this Agreement and LGTC's West Virginia Transportation Provider Manual ("Provider Manual"), which is incorporated by reference and is a part of this contract. Pursuant to the Client Contract, Provider shall have no overlap of services with other programs.

A. General Operational Requirements.

1. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ambulance (if applicable).
2. Services will be provided in at least those geographic service areas identified by Provider on the Provider Questionnaire which will be completed by Provider in conjunction with execution of this Agreement.
3. Provider shall establish and maintain both a telephone line and fax line for LGTC to contact Provider. Fax lines shall be equipped with a fax machine that provides reasonably unrestricted access to LGTC to send faxes to Provider. Provider shall receive trip reservations via fax or secure website from LGTC each day and confirm the receipt thereof in a form acceptable to LGTC. For same day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and job numbers from LGTC by telephone.
4. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow LGTC to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time. In the event that Provider does not provide 24 hour notice and LGTC must make, as a result of the short notice, premium price alternate transportation arrangements, Provider will be responsible for any additional charges incurred by LGTC. These charges may be deducted from amounts owed to Provider. This provision does not apply to cases of documented emergency or act of god.
5. Provider shall promptly inform LGTC if a Member is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
6. Provider, upon consultation with LGTC, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of either Provider's employees or other Members, or prevents or inhibits the vehicle from being operated in a safe manner.

7. Unless otherwise approved by LGTC, Provider shall maintain and use a GPS and/or Automated Transportation Management System ("GPS Solution") that is integrated with LGTC systems and capable of providing real-time member pick up and drop off times, electronic member signature capture, electronic submission of trip claims, and real time visibility of vehicle locations while actively transporting Members. Provider may use LGTC offered applications and recommended equipment or may obtain its own system and equipment (i.e., "3rd Party GPS Solutions") to meet these requirements. All 3rd Party GPS Solutions must be capable of successfully maintaining complete, accurate and timely data exchange with LGTC, the success of which is determined by LGTC in its sole discretion. Failure to maintain a GPS Solution that meets the above requirements is a material breach of the Agreement and LGTC may immediately suspend all trip assignments to Provider and/or terminate the Agreement.
8. Provider shall participate in LGTC's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
9. Provider shall utilize only drivers and vehicles that are registered with and pre-approved by LGTC to perform services under this Agreement. Provider agrees that no payment will be made for any trips performed by drivers or vehicles not pre-approved.
10. Provider shall maintain office hours for dispatch and recovery until all trips assigned to provider are complete.
11. Provider shall submit all documentation related to services performed under this Agreement as required or requested by Client.

B. Representations and Warranties. Provider makes the following material warranties to LGTC to induce LGTC to enter into this Agreement.

1. Provider warrants that it shall comply with all applicable local, state, and federal laws and regulations, specifically including, but not limited to, submitting the business ownership, transaction, and criminal conviction information as required by 42 C.F.R. 455.104, 105 and 106.
2. 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.
3. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.
4. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. In addition, Air ambulance providers warrant and agree to operate in compliance with the

requirements listed in Chapter 524 of the West Virginia State Medicaid Manual. Provider will furnish LGTC with all documentation required by this section immediately upon request.

5. Providers of Specialized Multi-Passenger Medical Transport services warrant and agree to maintain at all times a current and active Certificate of Convenience and Necessity from the West Virginia Public Service Commission.
6. Provider agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between LGTC and CLIENT.
7. To the extent any compensation paid by LGTC to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider certifies, to the best of his/her/its knowledge, that:
  - a. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Insurance. Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement.

1. Vehicle Insurance.

- a. Taxis, Sedans and Multi-Passenger Vans and Wheelchair Vans: The required amount of insurance is the greater of the amount required by city or county ordinance for taxis or \$1,000,000 per occurrence per accident, \$2,000,000 aggregate. The insurance policy must specify either "Any Auto" or symbols "2", "8" and "9".
- b. Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$1,000,000 per occurrence per accident, \$2,000,000 aggregate.

2. Comprehensive General Liability Coverage. \$500,000 per incident, \$1,000,000 aggregate, with "Broad Form" occurrence based coverage including contractual liabilities as well as liabilities for sexual abuse and molestation.
3. Workers' Compensation Insurance as required by the State of West Virginia.
4. Additional Insurance Requirements.
  - a. All insurance coverage, except Workers' Compensation, shall name LogistiCare Solutions, LLC and the West Virginia Bureau of Health as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations.
  - b. Before the Effective Date of the Agreement the Provider shall submit to LGTC certificates of insurance from its agent or carrier listing LogistiCare Solutions, LLC and the West Virginia Bureau of Health as "Additional Insured" and listing LogistiCare Solutions, LLC as a "Certificate Holder." Failure of Provider to submit the required certificate of insurance by the effective date of this Agreement shall render the Agreement null and void as though never executed by the parties.
  - c. Insurance policies shall indicate that LGTC will be informed in writing at least 30 days prior to any termination of or change in insurance coverage.
  - d. The certificate of insurance submitted to LGTC shall describe the Provider's business as "for hire transportation," confirm that the Comprehensive General Liability policy provides coverage for contractual liabilities, sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto" or symbols "2", "8" and "9".
  - e. Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or any change to its insurance coverage.
  - f. Provider agrees that LGTC may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Provider's insurance coverage or policy terms.

D. Indemnification. Provider shall indemnify, protect, and hold LGTC, the State of West Virginia and the West Virginia Bureau of Health harmless from and against any and all claims or liabilities of any kind or nature whatsoever related to or arising or alleged to arise from actions connected with services provided by or at the direction of Provider or its agents, including the cost of reasonable attorney fees and other expenses incurred by or assessed against LGTC and/or the State of West Virginia or the West Virginia Bureau of Health.

E. Maintenance of Records. Provider must maintain all records related to this Agreement for the entire term of the Agreement and for ten years thereafter. Provider must be able to provide copies of any requested records to LGTC, the Client or its agents within

three days' notice. Detailed document retention requirements may be found in the Provider Manual.

- F. Independent Contractor. The relationship between LGTC and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed to create any other relationship, including one of employer/ employee, principal/agent, joint venturers, partners, 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 its employees and subcontractors, including payment of employment related taxes and insurance such as workers' compensation and unemployment insurance.
- G. Liquidated Damages. Provider agrees to pay liquidated damages as set forth in Exhibit A.
- H. Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of LGTC, which may be withheld in LGTC's sole discretion. Any attempted unauthorized assignment shall be null and void. LGTC may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice. In the event that LGTC is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services. All terms, conditions and rates established by the Agreement will remain in effect until or unless otherwise terminated by Client at its sole discretion.
- I. Confidentiality. Provider shall treat all information obtained by it through its performance under this Agreement as confidential, and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement. Provider agrees to sign and abide by a Business Associate Agreement as part of this Agreement as well as any subsequent agreements that may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both LGTC and Provider shall treat the terms and conditions of this Agreement, including but not limited to rates, as confidential, and shall not disclose those terms and conditions, or release a copy of the Agreement, except as provided by law, without the consent of the other. Both LGTC and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement.

### III. TERM AND TERMINATION.

- A. Term. The term of this Agreement shall be one year from the Effective Date, which is the date executed by LGTC as set forth on the signature page. It shall be automatically

renewed for successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term.

- B. Termination. Either party may terminate this Agreement without cause upon 60 days written notice.

Either party may terminate this Agreement upon 30 days written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach.

LGTC may terminate the Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening or fraudulent activity, including but not limited to, falsifying trip logs or invoices, paying or offering to pay gratuities or kickbacks, or engaging in threatening verbal or physical conduct toward a Member or LGTC staff, or failing to have insurance required by this Agreement.

LGTC may also terminate this Agreement immediately if directed to do so by Client.

- C. Termination after Assignment. If LGTC has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment.

#### IV. ADDITIONAL PROVISIONS.

- A. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of West Virginia, without giving effect to principles of conflicts of law.
- B. Headings. The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- C. Non-solicitation. Neither Provider nor LGTC shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates his or her position with the other party.
- D. Notices. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier; or on the third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses , or to such other addresses as the parties may hereafter designate in writing:



to LGTC at:

LogistiCare Solutions, LLC  
1275 Peachtree Street, 6<sup>th</sup> Floor  
Atlanta, GA 30309  
Attn: Compliance Department

to Provider at:

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- E. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time.
- F. Client Amendment. This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights hereunder.
- G. Dispute Resolution and Arbitration. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each Party shall designate a member of its senior management to meet to try to resolve the dispute. If the dispute cannot be resolved in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, nothing shall prohibit LogistiCare from filing a cross claim or a third party claim in any litigation or action not initiated by the Parties. The provisions of this Section shall survive the termination of this Agreement.
- H. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

- I. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- J. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter.
- K. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Members. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

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

LOGISTICARE SOLUTIONS, LLC

**Effective Date:** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDER

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### LIQUIDATED DAMAGES

The Parties agree that the failure of Provider to perform services in conformance with this Agreement may cause LogistiCare to be damaged in amounts that will be difficult or impossible to determine. Therefore, the Parties have agreed that the sums set forth below are reasonable as liquidated damages for the specified occurrences. It is further understood and agreed that the liquidated damages specified below are in lieu of actual damages for such occurrences. Provider hereby waives any defense as to the validity of such liquidated damages on the grounds that they are void as penalties or are not reasonably related to actual damages. LGTC agrees to provide written notice that a provider may contest at least 10 days in advance of any liquidated damages that will be imposed.

Any liquidated damages assessed by the Client against LGTC that are attributable to the service performance of Provider will be assessed against Provider as its own liquidated damages. Provider agrees that any liquidated damages assessed will be deducted from amounts due to Provider, or if LGTC does not owe Provider any monies, Provider agrees that LGTC may deduct liquidated damages from any future amounts owed to Provider.

1. **Requirement:** Provide reports as required under this Agreement.

**Liquidated Damages:** \$25 per working day or any part thereof for each day each report or other deliverable is late or unacceptable, not to exceed \$500 per month per occurrence. This provision will not apply if the cause of the delay is beyond the control of the Provider. Failure to submit cancellation reports will result in a charge of \$100.00 per missing report up to a maximum of \$500.00 for any month.

2. **Requirement:** Maintain all vehicles utilized under this Agreement to all vehicle manufacturer and state and federal safety standards, regulations of any applicable State Board or Agency, standards of the Americans with Disabilities Act ("ADA"), and the terms of this Agreement and the Client Contract. Any vehicle found non-compliant with safety standards, State Board or Agency standards, ADA regulations, the terms of this Agreement, or the Brokerage Contract must be removed from service immediately upon discovery.

**Liquidated Damages:**

- \$100 per calendar day or part thereof that a non-compliant vehicle with a health or safety hazard for vehicle occupants is in service from the date of discovery, not to exceed \$1,000 per month per occurrence.
- \$25 per calendar day or part thereof that a non-compliant vehicle with a discrepancy that creates passenger discomfort or inconvenience is in service from the date of discovery, not to exceed \$250 per month per occurrence.
- \$10 per calendar day or part thereof that a non-compliant vehicle with an administrative discrepancy is in service from the date of discovery, not to exceed \$100 per month per occurrence.

3. **Requirement:** Maintain types and levels of insurance coverage as required in this Agreement and operate only those vehicles registered with LGTC and covered under Provider's applicable insurance policies. This provision includes failure to include LGTC and Client as "Additional Insured" and LGTC as a "Certificate Holder."  
**Liquidated Damages:** \$100 per vehicle per calendar day, or part thereof, that Provider operates any vehicle in violation of this requirement.
4. **Requirement:** Any driver or attendant who is found not to be in compliance with the terms of this Agreement or the Client Contract, or who is not registered with LGTC must be immediately removed from driving under this contract.  
**Liquidated Damages:** \$100 per driver or attendant per calendar day or any part thereof in which a driver who is non-compliant with terms of this Agreement and/or the Brokerage Contract is allowed to drive under this Agreement, not to exceed \$2,500 per month per occurrence.
5. **Requirement:** Provider must perform trips assigned on a daily basis and shall reroute no more than 15% of their trips on a monthly basis.  
**Liquidated Damages:** \$200 for each percent above 15% on any given month.
6. **Requirement:** Provider must submit reroutes within 24 hours of pick-up time for advance notice trip reservations (this provision will only apply if trips are assigned to Provider at least 36 hours prior to the scheduled pick up time).  
**Liquidated Damages:** Actual damage – variance between provider's trip charge and the actual cost of recovery trip, or if the trip was not recovered, \$25 for each advance notice trip that is rerouted less than 24 hours before the scheduled pick-up time, not to exceed \$2,000 per month.
7. **Requirement:** Provider must perform transportation services with the class of service (ambulatory, wheelchair, stretcher or ambulance) requested by LGTC.  
**Liquidated Damages:** \$200 per occurrence where a vehicle is utilized that is of a class of service lower than that requested.
8. **Requirement:** Provider must pick up Medicaid Members at the scheduled time.  
**Liquidated Damages:** The following liquidated damages shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up time.
  - \$25 per occurrence where vehicle arrives more than 15 minutes after the scheduled pick-up time. This provision will be applied if more than 1% of scheduled pick-ups in any given month are late pick-ups.
  - \$25 per occurrence where the vehicle does not arrive within sixty (60) minutes of the time the provider is notified that a member is ready for pick-up for an unscheduled return trip ("Will Call")
  - \$100 per occurrence where vehicle is a "no show".
9. **Requirement:** Provider is required to assure that Members are delivered to scheduled health care appointments on time.

**Liquidated Damages:** \$25 per occurrence where Member is late to a scheduled appointment. This provision will be applied if more than 1% of scheduled drop-offs in any given month are late. This provision will not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled drop-off time.

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

**Liquidated Damages:** \$150 for each instance in which arrival at a dialysis clinic for a scheduled dialysis appointment is late. An additional fifty dollars per hour or portion thereof per instance will be assessed for each late arrival that exceeds one hour. This provision shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up or drop-off time.

11. **Requirement:** Provider must provide termination notice within the terms of this Agreement.

**Liquidated Damages:** Failure to provide termination notice in compliance with this Agreement will result in the forfeiture of all outstanding amounts due to Provider. Reroute of trips greater than a “daily average of 15%” after termination notice is provided will be construed as failing to provide sufficient notice. Provider and LGTC will mutually discuss if any unexpected circumstance beyond the Provider’s control has occurred to warrant such reroutes.

12. **Requirement:** Provider must invoice LGTC only for trips actually performed in conformance with this Agreement.

**Liquidated Damages:** \$50 for each trip billed that was not performed. This provision shall not apply if the Provider can show that the invoice was submitted as a result of a clerical error.

13. **Requirement:** Provider’s management staff (someone with decision making authority) must be available to speak to LGTC representatives by phone at during normal business hours, and at all times when Members are onboard Provider vehicles.

**Liquidated Damages:** \$100 for each occurrence when Provider’s management staff is not available (either directly or by making a documented return call) by phone to speak to a LGTC representative for one (1) hour or more during normal business hours or while a Member is onboard a Provider vehicle.

14. **Requirement:** Provider must have a functional fax machine available that provides reasonably reliable access for LogistiCare to send fax documents to Provider.

**Liquidated Damages:** \$100 for each occurrence when Provider’s fax line or machine is unavailable to receive fax transmissions from LogistiCare for one (1) hour or more during normal business hours.

## EXHIBIT B

### RATES, INVOICING AND PAYMENT TERMS

**Provider Name:** \_\_\_\_\_

LGTC and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

#### Rates

Only services specifically pre-authorized by, and for which a job number has been assigned to the Provider by LGTC will be compensated. Provider shall be paid the lesser of its actual billed charges or the rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider's bill to LGTC and all payments made by LGTC to Provider include all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

To determine the payment amount LGTC calculates mileage and Shared Ride Trip status using proprietary and/or third party mapping software. Distances are measured as the shortest distance from the point of pick-up to the point of drop-off and rounded to the nearest whole number. Provider agrees that LGTC's determination of mileage and Shared Ride Trip status shall be final. If Provider believes there to be a material mileage error, Provider may bring it to LGTC's attention before running the trip. LGTC will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of LGTC. If Provider is not satisfied with LGTC's decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by LGTC. In addition, the parties agree that LGTC may use automated vehicle location ("AVL") geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) as requested by LGTC. Provider agrees and acknowledges that LGTC shall review Provider billings and will identify trips that match the definition of "Shared Ride Trip" and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

#### Co-Pay

In the event that Members are responsible for any co-payment per trip, then Provider is responsible for collection of those amounts. Provider shall retain the co-payment and the total of the collectible co-payment will be deducted from the total charges payable to Provider.

#### Wait time

Only wait time specifically pre-authorized by LGTC will be compensated. In general, wait time will only be pre-authorized for trips greater than 50 miles. Pricing for wait time under the Agreement shall be as follows:

Class of Service	Compensation

#### Payment Terms

As a condition of payment, Provider must submit accurate invoices, including properly completed trip logs, to LGTC within 60 days of date of service. Time is of the essence with respect to providing prompt and accurate invoices. **No payments will be made for services performed by non-compliant drivers or vehicles, including drivers or vehicles that are not registered with and approved by LGTC to provide services.** Invoices not submitted within 60 days of service will be subject to a ten percent (10%) reduction in the amount that would otherwise be due under the invoice. Invoices submitted more than 120 days after date of service will be disallowed in their entirety.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims are subject to a 10% reduction in the amount that would otherwise be due under the invoice if not resubmitted within 30 days of the date the claim was returned to Provider, and will be denied in their entirety if not resubmitted within 60 days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Provider's invoice.

Provider shall cooperate with LGTC and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Members actually attended covered medical services associated with trips invoiced by Provider. Notwithstanding any provision of the Agreement to the contrary, LGTC shall only pay for transportation services when Members actually attend a Medicaid and/or Medicare covered medical service. If a trip payment to Provider is denied because a Member did not attend an associated covered medical service, Provider may, to the extent permitted by law, directly bill the Member for the transportation services. Any duplicate or overpayments made to Provider may be offset by LGTC against future payments to Provider.

LGTC pays properly submitted uncontested invoices twice per month by check or electronic transfer within 30 days after submission, or more frequently if required by applicable State regulations or by the Client Contract. If a payment date falls on a holiday payments will be made on the next working weekday.



In the event that the Client is unable or unwilling to pay LGTC amounts validly due under the Client Contract, LGTC may delay payments to Provider until such time as the Client pays the outstanding amounts.

#### Quality Assurance

LGTC will regularly confirm Member attendance at the medical appointments designated in the trip reservations as part of its duty to prevent and mitigate fraud, waste and abuse. Provider agrees to cooperate with LGTC to investigate any instances in which a medical facility reports a Member did not attend an appointment associated with a trip reservation that has been reported as a completed trip by Provider and has been invoiced to and paid by LGTC. Provider's failure to respond in writing within thirty (30) days of LGTC's written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. LGTC shall deduct the cost of such trips from Provider's next payment. If no payments to Provider are due, the Provider shall return the amounts in question to LGTC within thirty (30) days of written demand.

#### Invoice Requirements

As a condition of payment, Provider shall submit to LGTC all completed trip logs pertaining to the all trips billed by Provider. The trip logs shall include the signatures of the Members. In the event a Member is incapable of signing the trip log, a member of the Member's household or designated caretaker, or a representative of the drop-off medical facility is required to sign the trip log using their own name (i.e., not signing the Member's name) and stating their relationship to the Member (i.e., James Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Member's name on behalf of the Member. Unsigned trips, trips with Member's initials instead of signatures, or trips with notes that the Member is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete trip logs will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable. Provider must include a completed summary invoice form with each batch of trip logs submitted to LGTC. Provider shall use trip log and summary invoice sheet forms that are provided by LGTC. LGTC reserves the right to modify the format of the trip log and summary sheet from time to time. Provider may use alternative trip log or summary invoice sheet forms only with the express written consent of LGTC.

Trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. LGTC reserves the right to deny individual trips or entire trip logs that evidence excessive changes pending confirmation of the details of such changes with Provider.

#### Charges Against Invoices

If requested by Provider or otherwise required by the Client Contract, LGTC may provide certain driver and/or attendant training and/or orientation services to Provider free of charge. LGTC's cost to produce the materials distributed to Provider (or employees of Provider) pursuant to these training and/or orientation services may be deducted from Provider's invoice following such training or orientation services.

In addition, LGTC has entered into an agreement with an independent credentialing company for nationwide access to credentialing and screening services for drivers. This company offers the minimum level of credentialing required by LGTC at a highly competitive rate. Provider may use the independent credentialing company and access the rates negotiated by LGTC for such services or it may use an alternative vendor, pre-approved by LGTC, to complete the necessary credentialing requirements. If Provider uses the independent credentialing company then the actual cost of such services shall be deducted from Provider's invoice at cost without additional profit or surcharge applied by LGTC.

LOGISTICARE SOLUTIONS, LLC

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PROVIDER: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

**Provider Name:** \_\_\_\_\_

This Subcontractor Business Associate Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between LGTC and \_\_\_\_\_ ("**Subcontractor Business Associate**" or "**Subcontractor**") to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

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

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

**Whereas**, LGTC has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, LGTC has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which LGTC creates or receives in the course of performing services for its Covered Entity Clients; and

**Whereas**, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for LGTC to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which LGTC is a party.

**Now therefore**, the Parties agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

a. **Covered Entity Client** shall mean an entity with whom LGTC contracts for transport services which qualifies as a "Covered Entity" under 45 C.F.R. § 160.103, as amended.

b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.

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

d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.

f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.

g. **Protected Health Information** ("PHI") means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of LGTC or LGTC's Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

h. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

i. **Unsecured Protected Health Information** (“Unsecured PHI”) shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions to this definition exist for cases in which: (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of Subcontractor if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with Subcontractor, and such information is not further acquired, accessed, used, or disclosed; (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at Subcontractor to another similarly situated individual at Subcontractor, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization; or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary.

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act.

2. **Limits on use and Disclosure of PHI.** Subcontractor agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. Subcontractor may use or disclose PHI for the following purposes:

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law;

b. For the proper management and administration of Subcontractor’s business and to carry out its legal responsibilities provided that: (i) such disclosures are Required by Law; or (ii) Subcontractor obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; and (b) an agreement from the third party to notify Subcontractor immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached; and

c. To perform Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, on behalf of LGTC.

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** Subcontractor agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement or as Required by Law.

b. **Safeguards.** Subcontractor will establish and maintain appropriate safeguards and warrants that it has established reasonable safeguards to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required by Law. Without limiting the foregoing, Subcontractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. Subcontractor further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if LGTC engaged in such activity. Subcontractor shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. Subcontractor agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by LGTC to assist LGTC in auditing Subcontractor’s compliance with the HIPAA Regulations.

c. **Minimum Necessary.** Subcontractor shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to LGTC, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to LGTC, within one business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated LGTC HIPAA Compliance Officer at any of the following:

LogistiCare Solutions, LLC  
Attn: HIPAA Compliance Officer  
1275 Peachtree St., 6<sup>th</sup> Floor  
Atlanta, GA 30309

Or

Telephone:  
1- 800-486-7647

Or

Fax:  
1-877-352-5640

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

f. **Contents of Breach Notification.** Subcontractor's notification to LGTC of a Breach of Unsecured PHI must be written in plain language and describe: (1) what happened, including the date of the Breach and date of discovery; (2) the types of Unsecured PHI that were involved; (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (4) what the Subcontractor is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches; and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. Subcontractor shall provide any additional information concerning the Breach as reasonably requested by LGTC. Notification must be provided in writing to the designated LGTC HIPAA Compliance Officer at the address and fax number above. If the Subcontractor believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the Subcontractor shall also provide immediate notice to the designated LGTC HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to LGTC at no cost to LGTC to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where Subcontractor is named an adverse party to LGTC.

g. **Subcontractors and Agents.** Subcontractor agrees that anytime PHI is provided or made available to any subcontractors or agents, Subcontractor must enter into a Business Associate Agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. This includes without limitation any contracts with billing companies, factoring companies, or other entities to whom Subcontractor may provide its trip logs, trip manifests, or LGTC billing documents.

h. **Right of Access to Information.** To the extent that LGTC is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, Subcontractor will provide such access to LGTC within five business days of LGTC's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** Subcontractor agrees to make PHI contained in a Designated Record Set available to LGTC for amendment within five business days of LGTC's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.

j. **Provide Accounting.** Subcontractor will document disclosures of PHI and information related to such disclosures as would be required for LGTC or LGTC's Covered Entity Clients to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Subcontractor will provide such information to LGTC upon request.

k. **Access to Books and Records.** Subcontractor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of LGTC, available to LGTC and to the Secretary for purposes of determining LGTC Covered Entity Client's compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l. **Return or Destruction of Information.** Upon request or at termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from LGTC or LGTC's Covered Entity Clients, or created or received by Subcontractor on LGTC's behalf. If return or destruction of the PHI is not feasible, Subcontractor agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to LGTC that the Protected Health Information has been destroyed.

m. **Mitigation Procedures.** Subcontractor agrees to mitigate, to the maximum extent practicable and at Subcontractor's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n. **Sanction Procedures.** Subcontractor will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o. **Training.** Subcontractor will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to LGTC upon request.

p. **Property Rights.** Subcontractor agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4. **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided to Subcontractor by LGTC, or created or received by Subcontractor on behalf of LGTC, is destroyed or returned to LGTC, or, if it is not feasible to return or destroy, protections are extended to such information.

5. **Termination for Cause.** Upon LGTC's knowledge of a material breach by Subcontractor of the terms of this Agreement, LGTC shall either:

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

b. Immediately terminate the Prior Agreement if Subcontractor has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, LGTC shall report the violation to the Secretary.

6. **Indemnification.** Subcontractor shall indemnify and hold LGTC and its Covered Entity Clients 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, HIPAA, the HITECH ACT, or the HIPAA Regulations by Subcontractor, its employees, agents, or subcontractors.

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 preempted by HIPAA, Subcontractor agrees to comply with such state law requirements.

d. **Third Party Participants.** Subcontractor agrees that any of LGTC's Covered Entity Clients to whom Subcontractor provides services and with whom LGTC has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree on an amendment within ten business days thereafter, LGTC may terminate the Agreement immediately with written notice to Subcontractor.

f. **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.

g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors.** Subcontractor and LGTC agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation.

i. **Assignment.** Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of LGTC.

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

**LOGISTICARE SOLUTIONS, LLC**

**SUBCONTRACTOR**

\_\_\_\_\_  
(Print or Type Provider Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **West Virginia Adverse Weather Plan**

**Purpose:** To provide a standard process for West Virginia's operations staff to use in the event of adverse weather.

Operational functions do not completely cease due to inclement weather conditions that could interrupt services to LogistiCare's clients in a particular area or across the state. Except in extreme cases, there is work that must be done to continue transportation services for dialysis, chemotherapy, surgical appointments and other urgent trip requests.

In the event of adverse weather conditions, the Project Manager will make every attempt to render a prompt decision regarding a temporary limitation of NEMT service in certain cities and counties or statewide. Key LogistiCare management staff and BMS will be notified if the Project Manager decides to curtail or close business offices. Every effort will be made to make announcements by 0600.

Affected NEMT Providers and facilities will be notified via fax or telephone when the Adverse Weather Plan is initiated.

Additionally, individuals in the critical positions listed below will be required to report to work in the business office or other remote location, and remain on call until conditions return to normal. The critical positions are:

- Project Manager
- Assistant Manager
- Provider Relations Manager
- Transportation Manager
- Call Center Manager
- Outreach and Communications Manager

## **Reservations Call Center**

The Call Center Manager must ensure 70 percent (70%) staffing during adverse weather conditions. Calls will be transferred to another unaffected location if staffing falls below 70 percent.

Call Center Staff will be assigned to one of two Urgent Response Teams. In the event of adverse weather conditions, the Urgent Response Team Members will be contacted and instructed regarding their responsibilities. The Team will be provided lodging at a local hotel, meals, personal hygiene products, and transportation between the Call Center and hotel, if warranted.

The following steps will be taken by the Assistant Manager once alerted to an impending weather situation that may affect LogistiCare clients:

- The Assistant Manager will notify the Project Manager of details surrounding the event.
- The Project Manager will determine if it is appropriate to activate the Adverse Weather Plan in the affected area.
- When the Adverse Weather Plan is implemented, the Assistant Manager will alert the Call Center Manager who will notify the Urgent Response Team Leaders and request they contact all team members.
- The Call Center Manager will contact the appropriate local hotel and make necessary reservations for staff members.
- The Call Center Lead and/or designated staff will notify the Transportation and Provider Relations Manager(s) of cancellations or delayed openings by facilities or providers.
- The Project Manager and/or Assistant Manager will notify BMS regarding action plans for the affected location(s).
- The Assistant Manager will notify the Transportation Department of the adverse weather conditions at the Call Center.
- The Call Center Manager will contact LogistiCare's IT Department to schedule a DR (Disaster Recovery) Call so Agents in other locations can assist with reservations calls.

The Project Manager will decide when to end the Adverse Weather Plan and notify the Assistant Manager and/or Call Center Manager. Once ended, the Assistant Manager and/or

Call Center Manager will ensure all parties contacted during the event are notified that business has returned to normal.

### **Transportation Department**

The Transportation Manager must ensure the transportation functions are maintained during inclement weather conditions, evacuations and other emergency conditions.

The following steps will be taken by the Assistant Manager once alerted to an adverse weather situation that may affect LogistiCare clients.

- The Transportation Manager will notify their Assistant Manager of details surrounding the event.
- The Assistant Manager will contact the Project Manager to determine if it is appropriate to activate the Adverse Weather Plan.
- When the Adverse Weather Plan is implemented, the Transportation Manager and/or designated staff member will use the Employee Emergency Contact List to communicate with each staff member.
- The Transportation Manager and/or a designated staff member will confirm each employee's ability to report to work and give work assignments if the employee is required to work from a remote location.
- The Transportation Manager and designated staff will utilize the facility inclement weather and provider contact lists to obtain operational updates from facilities and NEMT Providers. The information is forwarded to the Call Center Manager in the event the Transportation Department becomes inoperable.
- The Transportation Department staff will work in conjunction with the NEMT Providers and Facilities to ensure clients are transported safely.
- The Transportation Department staff and other designated staff will prioritize transportation based on the level of the health care need to ensure that clients requiring life sustaining services are transported first.
  - NEMT Providers are expected to notify LogistiCare as soon as possible if they are unable to run any assigned trips due to inclement weather.
  - NEMT Providers are expected at a minimum to transport those members who must attend life sustaining appointments i.e. dialysis.

- In the event NEMT Providers are absolutely unable to transport due to adverse weather:
  - Members attending standard medical appointments will be notified and asked if the appointment can be re-scheduled.
  - For Members attending life sustaining appointments or urgent appointments where re-scheduling could lead to a decrease in their condition, Transportation Department staff will make every effort to assign such trips to providers who are still operating.
- The Transportation Manager will maintain a cancellation file to be forwarded to the Utilization Review Department for processing of individual and mass trip cancellations.
- The Transportation Manager will provide continuous updates to the Call Center Manager, Utilization Review Specialist, Project Manager and Assistant Manager.

The Project Manager will decide when to end the Adverse Weather Plan and notify the Transportation Manager. Once ended, the Assistant Manager will ensure all parties contacted during the event are notified that business has returned to normal.

#### **Facilities Department**

The following steps will be taken by the Outreach and Communications Department once alerted to an impending weather situation, mandatory evacuation or emergency condition that may affect LogistiCare clients.

- The Utilization Review Department will receive notification of schedule modifications or facility closings from, facilities as well as other West Virginia Operations Staff (Call Center, Transportation Department, etc.).
- The Utilization Review Specialists will contact facilities in the affected area that have not reported their operational status.
- The Utilization Review Specialist will identify all riders for each facility whose trips should be cancelled or modified and adjust accordingly.
- Utilization Review Specialists will communicate schedule changes (facilities opening late or closing early) to NEMT Providers as modifications are reported and made to existing trips.

- Once the cancellation process is complete, the Utilization Review Specialist will provide a summarized cancellation report to the Project Manager, Assistant Manager and Transportation Manager.



**MEMBER SATISFACTION  
WEST VIRGINIA SURVEY - 2020**

Researcher: \_\_\_\_\_

Date: \_\_\_\_\_

Time start: \_\_\_\_\_

CB: \_\_\_\_\_

Time end: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Hello. My name is \_\_\_\_\_. I am a research assistant working on behalf of the West Virginia Medicaid Transportation Program. We would like to conduct a short satisfaction survey about the transportation service provided and the people who assisted you with your transportation request through LogistiCare, the non-emergency Medicaid transportation broker. This survey is short <time frame-5 minutes?> and will help us to better serve your transportation needs.

A. Our records indicate that you recently traveled to a Medicaid covered appointment. Is this correct?

- 01 Yes (**Continue**)
- 02 No (**Thank and Terminate**)

B. Do you recall who made that particular appointment over the phone? Was it...

- 01 Yourself (**Continue**)
- 02 Friend or relative (**Continue**)
- 03 Other (**Thank and terminate**)

**A: CALL CENTER SATISFACTION**

To begin, I am going to ask you a few questions about the staff member you spoke with when you called the LogistiCare Call Center to make reservations for transportation to Medicaid covered services.

Please use a scale of one to four where one means very good and four means very poor.

LogistiCare Characteristics...	Very Good	Good	Poor	Very Poor	DK	NA
1. Answering your call promptly	01	02	03	04	05	06
2. Ease of making transportation reservations	01	02	03	04	05	06
3. Helpfulness of staff	01	02	03	04	05	06

4. Courteousness of staff	01	02	03	04	05	06
5. Overall satisfaction with the LogistiCare Call Center staff	01	02	03	04	05	06

## **B: RIDE ASSIST SATISFACTION**

6. During your most recent transportation appointment, did you call Ride Assist to ask questions or because of a problem related to your transportation service received?

- 01 Yes **(Continue)**  
02 No **(Go to Q 13)**  
03 DK/Unsure **(Go to Q 13)**

7. Did you file a complaint and receive a complaint number from the Ride Assist representative?

- 01 Yes **(Continue)**  
02 No **(Go to Q13)**  
03 DK/Unsure **(Go to Q13)**

Now, I am going to ask you a few questions about the “Ride Assist” phone line.

Please use a scale of one to four where one means very good and four means very poor.

<b>“Ride Assist” Characteristics</b>	<b>Very Good</b>	<b>Good</b>	<b>Poor</b>	<b>Very Poor</b>	<b>DK</b>	<b>NA</b>
8. Answering your call promptly	01	02	03	04	05	06
9. Helpfulness of staff	01	02	03	04	05	06
10. Courteousness of staff	01	02	03	04	05	06
11. Satisfaction with the response to your transportation issue	01	02	03	04	05	06
12. Overall satisfaction with the LogistiCare Ride Assist staff	01	02	03	04	05	06

## **C: DRIVER**

Now, I have a few questions about the driver and the company that actually picked you up on your most recent Medicaid covered transportation trip.

Please use a scale of one to four where one is very good and four is very poor as you rate the driver and their company on a number of very important characteristics.

<b>Driver/Vendor Characteristics</b>	<b>Very Good</b>	<b>Good</b>	<b>Poor</b>	<b>Very Poor</b>	<b>DK</b>	<b>NA</b>
13. Driver was kind and courteous	01	02	03	04	05	06
14. Driver had a neat and clean appearance	01	02	03	04	05	06
15. Driver arrived on time for your appointment	01	02	03	04	05	06



16. Driver arrived on time to pick you up for your return trip	01	02	03	04	05	06
--	----	----	----	----	----	----

During your most recent Medicaid transportation trip did your driver...

Driver/Vendor Experience	Yes	No	DK
17. Obey traffic laws (safely/legally)	01	02	03
18. Smoke in your presence?	01	02	03
19. Eat in your presence?	01	02	03
20. Talk on the phone while the vehicle was in motion?	01	02	03
21. Wear head phones while vehicle was in motion?	01	02	03

## **D: VEHICLE ASSESSMENT**

Now, I am going to ask you a few questions about the vehicle that was used to transport you to your most recent Medicaid covered service.

Please use a scale of one to four where one means very good and four means very poor.

Vehicle Characteristics	Very Good	Good	Poor	Very Poor	DK	NA
22. Heating or air conditioning	01	02	03	04	05	06
23. Seatbelt functionality	01	02	03	04	05	06
24. Windows clean and in working order?	01	02	03	04	05	06
25. Company name and phone number visible on outside of the vehicle	01	02	03	04	05	06
26. Condition of vehicle	01	02	03	04	05	06

When being transported, did you require the use of a mobility device (wheelchair / scooter); if yes,

Mobility Device Securement	Yes	No	DK
27. Did the driver use 2 tie downs / straps in front and 2 tie downs / straps to secure your device to floor	01	02	03
28. Did the driver use a seatbelt and shoulder strap to secure you in the vehicle	01	02	03
29. Did the driver ride the lift up or down with you	01	02	03

## **E: SERVICE ASSESSMENT**

30. Did the driver open the door or provide assistance getting in and out of the vehicle?

- 01 Yes (**Continue**)
- 02 No (**Go to Q32**)
- 03 Don't know/unsure (**Go to Q32**)

31. If you requested assistance was it provided?

- 01 Yes
- 02 No
- 03 Don't know/unsure

32. What was your overall satisfaction with the Transportation Provider on that trip?

Very Good	Good	Poor	Very Poor	DK	NA
01	02	03	04	05	06

## **F. AWARENESS/LOGISTICS**

Please tell me if you are very aware, somewhat aware, somewhat unaware or not at all aware of the following.

Statements	VA	SA	SU	NAAA	DK
33. For routine appointments, you need to call at least 5 days in advance	01	02	03	04	05
34. You must contact LogistiCare at least 24 hours in advance when deciding to cancel an appointment	01	02	03	04	05
35. Gas Reimbursement is available for the member, family members and friends.	01	02	03	04	05
36. Public Transportation is available for able bodied members who live near a public transit route.	01	02	03	04	05
37. Members can schedule their appointments online.	01	02	03	04	05

## **G. DEMOGRAPHICS**

38. Please tell me which of the following best describes the reason for most of your medical transportation trips...

- 01 Dialysis
- 02 Intellectual development services
- 03 Behavior health services

- 04 Routine medical appointments
- 05 Other (specify here: \_\_\_\_\_)
- 06 DK/Unsure

39. Please tell me your race.

- 01 White
- 02 Black/African American
- 03 Asian
- 04 American Indian; or
- 05 Other (Specify here: \_\_\_\_\_)
- 06 Refused

40. Please tell me which of the following categories best describes your age? Would you say...

- 01 Less than 18
- 02 18 to less than 25
- 03 25 to less than 35
- 04 35 to less than 45
- 05 45 to less than 55
- 06 55 to less than 65
- 07 65 to less than 75
- 08 75 or older
- 09 Refused

41. What type of transportation do you usually take to non- medical locations such as shopping, church or work?

- 01 Friend or relative
- 02 Public transportation
- 03 Cab or taxi
- 04 Drive self
- 05 Other: \_\_\_\_\_
- 06 DK/Unsure
- 07 Staff Member

## **H. NEEDS MET**

42. Would you say the transportation service provided by the Medicaid Transportation Program meets your needs always, most of the time, seldom or never?

<b>Always</b>	<b>Most of the Time</b>	<b>Seldom</b>	<b>Never</b>	<b>DK/Unsure</b>
01	02	03	04	05

## **I. ADDITIONAL FEEDBACK**

43. Is there any additional feedback you would like to provide?

**Those are all the questions I have for you at this time.  
I want to thank you for taking part in this important survey!**

44. Gender by observation

- 01     Male
- 02     Female
- 03     Unsure

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DRAFT

One of our primary goals as the broker of NEMT services is to consistently deliver safe, reliable, and efficient transportation services to members. LogistiCare interacts with NEMT Providers through comprehensive outreach, training, and education. We focus on delivering communications in varying formats to engage NEMT Providers. This sample NEMT Provider training and education plan describes the best practices we incorporate into the NEMT program to facilitate efficient transportation coordination processes that empower NEMT Providers with the information they need to succeed.



### ADDRESSING DIVERSE MEDICAID COMMUNITIES

Because we serve a diverse Medicaid community, there is no “one size fits all approach” to transportation. Health issues, mobility limitations, and intellectual disabilities sometimes affect the level of service members receive. These factors also affect the way we NEMT Providers should communicate and interact with members. LogistiCare conducts a series of orientation and training sessions with NEMT Providers. We offer the sessions at various locations and invite the owners, managers, supervisors, dispatchers, and lead drivers. The purpose of these sessions is to develop working relationships, explain performance standards, and to outline basic information about NEMT program operations.

The orientation session encompasses contractual requirements, including those pertaining to vehicles and drivers, and how to address and report various events. We emphasize customer service and the importance of dignity, care, and unconditional positive regard for every member on every trip.

We keep NEMT Providers updated about the program in a number of other ways, including but not limited to:

- Brochures
- Webinars
- Program website
- NEMT Provider portal
- Quarterly Network Meetings
- Monthly one-on-one meetings
- Regional advisory committee meetings
- Training sessions

### COMMUNICATION POLICY

#### *Health Insurance Portability and Accountability Act*

LogistiCare’s Communication Policy dictates that any communication that supports training and education plan must be conducted professionally and securely to ensure that members protected health information (PHI) is kept confidential. All communications are archived and submitted to the Bureau, upon request.

- **HIPAA Policies:** LogistiCare trains all employees and subcontractors on Centers for Medicare and Medicaid Services (CMS) and HIPAA regulations and applicable state law confidentiality requirements. During new employee orientation, HIPAA policies and procedures are reviewed, and additional updates are provided on a regular basis to all employees. HIPAA training is conducted annually and all



subcontractors must sign an attestation statement confirming the receipt and understanding of the policy.

As depicted in the table below, we use multiple communication approaches to reach NEMT Providers, including web based and on-demand communication, delivered in a HIPAA-compliant manner.

EDUCATION MEDIA	NEMT PROVIDERS
Advisory Committee Meetings	✓
Mobile Apps	✓
Brochures	✓
Corrective Actions Plans	✓
Credentialing process	✓
Fax	✓
Incident to a trip requests	✓
In-services	✓
Mailings	✓
Manuals	✓
One-on-one meetings	✓
On-hold messaging	✓
On-line Training Modules	✓
Phone consults	✓
Web Portals	✓
Town Hall Meetings	✓
Webinars	✓

### ► Submission of Training and Education Plan

We will submit a finalized draft of our NEMT Provider training and education plan to the Bureau for approval no later than thirty (30) calendar days prior to the operations start date. We acknowledge that our training plan and materials will be detailed to allow the Bureau to determine their effectiveness towards meeting specified training goals and objectives.

Throughout the contract period, we encourage feedback from NEMT Providers to identify methods to improve our delivery, materials, and the processes and procedures contained within. We use this information to update the training plan annually.

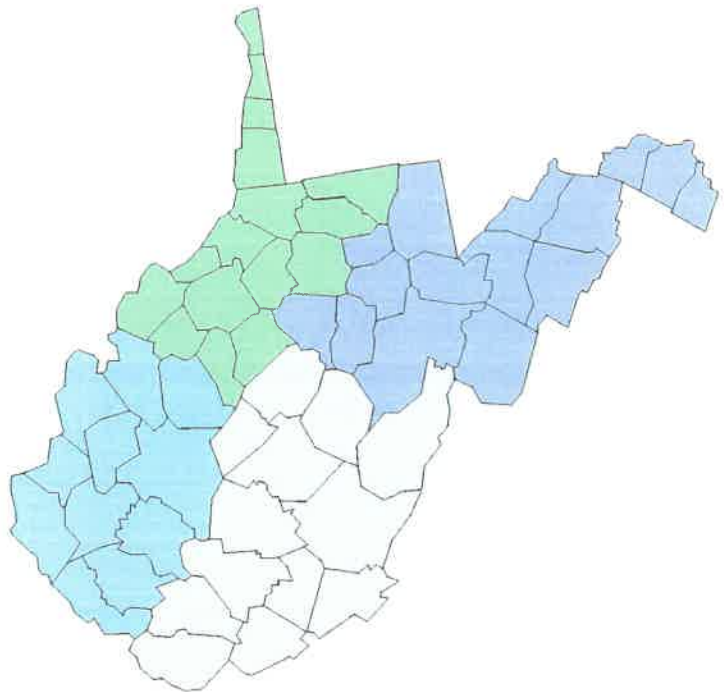
No later than fifteen (15) business days prior to the operations start date, West Virginia's Provider Relations Manager will use the plan approved by the Bureau to conduct training sessions in at least five (5) locations throughout the state, at LogistiCare's expense.

The following map depicts the suggested regions where scheduled training and education efforts will take place. LogistiCare will finalize these locations upon approval of the Bureau. See the following West Virginia regional map which illustrates the targeted regions.

## WEST VIRGINIA TRAINING / EDUCATION PLAN

Transportation Provider & Facility Outreach

	STATE REGIONS
	<b>Region I</b> Brooke, Calhoun, Doddridge, Gilmer, Hancock, Harrison, Marion, Marshall, Monongalia, Ohio, Pleasants, Ritchie, Tyler, Wetzell, Wirt, Wood
	<b>Region II</b> Boone, Cabell, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Roane, Wayne
	<b>Region III</b> Barbour, Berkeley, Grant, Hardy, Hampshire, Jefferson, Lewis, Mineral, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur
	<b>Region IV</b> Braxton, Clay, Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Webster, Wyoming



### ► Turnover Plans

If, at any time, we are not selected to maintain our status as the state's NEMT broker, we will continue Provider monitoring, and support the awarded vendor with any training and education tasks that may be required during the turnover period.

### NEMT PROVIDER TRAINING AND EDUCATION

Training and education begins before network contracting and continues over the life of the contractual relationship between NEMT Providers and LogistiCare. Our trained and experienced staff engage NEMT Providers in multiple ways, including in-person orientation and training sessions, written deliverables, webinars, and phone conversations. The events and training materials we use vary based on the type of NEMT Provider we meet with, for instance NEMT Providers with enhanced vehicles will receive wheelchair securement training.

### TRAINING RESOURCES & TOPICS

While the Transportation Provider Agreement (contract) is being executed by LogistiCare, the provider receives a Welcome Packet that includes materials regarding the Hazardous Weather Policy, Disaster Preparedness Policy, and Fraud, Waste and Abuse Program attestations. Transportation providers must complete and return the documents prior to providing their first member trip. Also included are numerous information sheets and invitations to scheduled webinar training to ensure that transportation providers fully understand the NEMT program. Webinars are conducted no less frequently than once per month and include several important topics regarding the NEMT program.

#### Information and Education Topics

Our trainings cover the following topics and are delivered in multiple formats:

Training Topic	Recruiting Orientation	NEMT Provider Manual	On-Site	Webinars	Corrective Action Plan
Overview of the NEMT Program	✓	✓	✓	✓	✓
Driver Qualifications	✓	✓	✓	✓	✓
Vehicle Requirements	✓	✓	✓	✓	✓
Accidents, Incidents, Moving Violations and Vehicle Breakdowns	✓	✓	✓	✓	✓
Driver Conduct	✓	✓	✓	✓	✓
Member Escorts	✓	✓	✓	✓	✓
Scheduling Procedures: Business Hours, After Hours, Weekends, Holidays	✓	✓	✓	✓	✓
Handling Urgent Trips	✓	✓	✓	✓	✓
Trip Assignments	✓	✓	✓	✓	
Dispatching and Delivery of Services	✓	✓	✓	✓	
Reimbursement for Authorized Trips	✓	✓	✓	✓	
Customer Service and Requirements: Pickup, Transport, and Delivery	✓	✓	✓	✓	✓
Review NEMT Provider Manual	✓	✓	✓	✓	
Communication with Members	✓	✓	✓	✓	
Communication with Facilities	✓	✓	✓		
Communication with LogistiCare	✓	✓	✓	✓	✓
Billing Procedures	✓	✓	✓	✓	
Recordkeeping and Documentation for Scheduling, Dispatching, and Driver Personnel; and, Driver Logs	✓	✓	✓	✓	✓
HIPAA Compliance Requirements	✓	✓	✓	✓	✓
Complaints and Grievances	✓	✓	✓	✓	✓
Hazardous Weather Policy	✓	✓	✓		✓

Training Topic	Recruiting Orientation	NEMT Provider Manual	On-Site	Webinars	Corrective Action Plan
Emergency Contingency	✓	✓	✓		
Disaster Recovery Procedures	✓	✓	✓		✓
Quality Assurance Procedures	✓	✓	✓	✓	✓
Performance Requirements and Associated Penalties and Incentives	✓	✓	✓	✓	

### Billing System and Payment Processes

Our Education Program places special emphasis on ensuring transportation providers gain a solid knowledge of billing procedures, our payment methodology as well as penalties associated with errors or attempts of fraud, waste or abuse. Network staff use provide webinars, one-on-one coaching via on-site visits, email access to answer questions or clarify issues, and as an extreme measure, corrective actions to ensure transportation providers have a working knowledge of billing and re-imbursement practices required. Corrective actions include prescribed steps, due dates, and side-by-side mentoring as needed.

### Provider Incentives

We also educate contracted transportation providers about our approach to incentives. If and when a formal incentive program is managed by LogistiCare, we find it beneficial to ensure each and every eligible candidate is aware of the program, the requirements for consideration, and how they are performing in relation to the program requirements.

### Program Updates and Other Communications

Throughout the life of the contract, we update NEMT Providers on changes to policies and procedures (from CMS, the Bureau, or LogistiCare) through fax, email, mail, field staff communications (phone, email, or in-person) and the various channels of communication listed in the table below.

NEMT PROVIDER CHANNELS OF COMMUNICATION		
Channel	Type of Access	Functionality
Public Website	Open	<ul style="list-style-type: none"> <li>Requirements</li> <li>Credentialing</li> <li>Provider Resources and Benefits</li> <li>Disadvantaged Business Enterprises</li> </ul>
NEMT Provider TripCare Web Portal	Secured	<ul style="list-style-type: none"> <li>Real-time Access</li> <li>Electronic Trip Log and Manifest</li> <li>Corrections</li> <li>Reroute Trips</li> <li>Cancel Trips</li> <li>Claim Forms and Billing Portal</li> <li>Vehicle and Driver Compliance Lists</li> </ul>

## NEMT PROVIDER CHANNELS OF COMMUNICATION

Webinars	Open	<ul style="list-style-type: none"> <li>Insurance Expiration Reports</li> <li>Claims Payments Report w/Payment Schedule</li> <li>Downloadable User's Guide</li> </ul>
		<b>Understanding Performance Reports</b> <ul style="list-style-type: none"> <li>Reporting Process</li> <li>NEMT Provider Performance Report</li> <li>Additional Reports Available</li> <li>Tools for Monitoring Performance</li> <li>Best Practices to Meet Requirements</li> </ul>
		<b>Compliance</b> <ul style="list-style-type: none"> <li>Driver Credentialing Process</li> <li>Vehicle Credentialing Process</li> <li>Insurance Requirements</li> <li>Renewal Requirements</li> </ul>
Quarterly Provider Meetings	Open	<b>Billing and Claims</b> <ul style="list-style-type: none"> <li>Billing Process</li> <li>Mileage Corrections</li> <li>Trip Logs / Invoices</li> <li>Payment Schedule</li> <li>Submission Time Frame Requirements</li> </ul>
		<b>Quality Assurance</b> <ul style="list-style-type: none"> <li>NEMT Provider Requirements</li> <li>Quality Assurance Process</li> <li>Initial Complaint Entry</li> <li>Complaint Types, Notification &amp; Resolution</li> <li>Closing Status</li> <li>Reports</li> <li>Review of Performance Standards</li> <li>Complaint Trends</li> <li>Benefits or programs changes/updates</li> <li>Q and A Session</li> </ul>
Advisory Committee Meeting	Open	<p>The Advisory Committee Meeting facilitates ongoing communications critical to developing and maintaining positive working relationships with all NEMT stakeholders.</p>

### NEMT TRAINING RESOURCES

LogistiCare has implemented a NEMT Provider/Driver training program that is unique in the NEMT industry as it calls for all in-network drivers to successfully complete three training programs created by nationally accredited institutions (or similarly accredited courses). We offer access to these training resources at a reduced group rate. There is no requirement for transportation providers to use these training resources; proof of a similar quality training from an industry recognized provider is acceptable. Courses include:

- **National Safety Council's (NSC) Defensive Driving Course or equivalent**
  - ▶ Defensive driving strategies and techniques to reduce the chance of motor vehicle collisions
  - ▶ How drugs, alcohol, physical conditions and emotion affect driving decisions
  - ▶ How to deal with distracted, aggressive and fatigued driving
  - ▶ Personal responsibility and accountability every driver needs to assume
  - ▶ Conditions that impact driving and how to control them
  - ▶ The dangers of cell phone use while driving and the hazards of unsafe driving behaviors
  - ▶ Importance of occupancy safety devices and how to use them correctly
  - ▶ Legal, financial, and personal consequences for poor-decision making
- **CTAA's Passenger Service and Safety (PASS) or equivalent Training:**
  - ▶ Americans with Disabilities Act;
  - ▶ Blood borne pathogens (hepatitis A, B, and C; HIV; and dialysis);
  - ▶ Customer service, communication, and stress management;
  - ▶ Disability awareness: assisting the visually impaired, hidden disabilities, stroke, epilepsy, and seizure disorders;
  - ▶ Emergency and evacuation procedures;
  - ▶ Recognizing and avoiding sexually inappropriate conduct;
  - ▶ Securing wheelchairs/performing lift operations;
  - ▶ Sensitivity training;
  - ▶ Working with service animals;
  - ▶ Biohazard handling and spill kit procedures;
  - ▶ State child safety laws; and
  - ▶ Vehicle requirements and pre-trip inspections.
- **Basic First Aid and CPR Training**
- **Hands on Wheelchair Securement Course**

NSC's Defensive Driving courses are available in English and Spanish, and are tailored to the learner's age, driving attitude, vehicle driven, and location based on their responses

After member transportation begins, our Provider Relations Department continues to meet with NEMT Providers to review performance, policies, billing procedures for submitting claims, and to assist with any other areas additional support or training are needed. These meetings are conducted in-person and via webinars.



The National Safety Council (NSC) presented LogistiCare with their prestigious “Commitment to Roadway Safety Excellence” Award in 2019, which honors demonstrated outstanding leadership through defensive driving.



LogistiCare understands the important role that healthcare professionals play in improving member care. Providers often serve as trusted sources of information and influencers and thus should be knowledgeable about NEMT procedures. We provide regular training and education to make certain medical providers have access to current information about the NEMT program and any related policies or procedures. We use multiple communication channels, including written and verbal communication. We find that medical offices and facilities are also ideal for distributing program information to the members that can benefit most from increased transportation access.



### ADDRESSING DIVERSE MEDICAID COMMUNITIES

When visiting healthcare facilities in West Virginia, our local facility-focused staff members conduct system and process trainings; distribute flyers, brochures, and other NEMT literature; and, answer questions and concerns related to the NEMT program. We schedule and conduct in-service meetings to inform medical providers about NEMT services (availability of NEMT services, how to access the services, including how to obtain services on behalf of Medicaid members using the dedicated facility toll-free phone line or the our TripCare portal), how to use our TripCare system, medical documentation needed for members, submitting complaints and concerns, and if applicable, using facility vehicles to perform trips. We keep medical providers updated about the program in a number of other ways, including but not limited to:

- Brochures
- Webinars
- Program website
- TripCare portal
- Face-to-face outreach
- Staff trainings
- Facility toll-free line
- Letters and emails

### COMMUNICATION POLICY

#### *Health Insurance Portability and Accountability Act*

LogistiCare's Communication Policy dictates that any communication that supports training and education plan must be conducted professionally and securely to ensure that members protected health information (PHI) is kept confidential. All communications are archived and submitted to the Bureau, upon request.

- **HIPAA Policies:** LogistiCare trains all employees and subcontractors on Centers for Medicare and Medicaid Services (CMS) and HIPAA regulations and applicable state law confidentiality requirements. During new employee orientation, HIPAA policies and procedures are reviewed, and additional updates are provided on a regular basis to all employees. HIPAA training is conducted annually and all subcontractors must sign an attestation statement confirming the receipt and understanding of the policy.

As depicted in the table below, we use multiple communication approaches to reach members, including web based and on-demand communication, delivered in a HIPAA-compliant manner.

Education Media	Healthcare Providers
Advisory Committee Meetings	✓
Public website	✓
Brochures	✓
Fax	✓
Dedicated phone line	✓
In-services	✓
Mailings	✓
Manuals	✓
One-on-one meetings	✓
On-hold messaging	✓
On-line Training Modules	✓
Phone consults	✓
Web Portal	✓
Webinars	✓

► Submission of Training and Education Plan

We will submit a finalized draft of the medical provider training and education plan to the Bureau for approval no later than thirty (30) calendar days prior to the operations start date. We acknowledge that our training plan and materials will be detailed to allow the Bureau to determine their effectiveness towards meeting specified training goals and objectives.

Throughout the contract period, we encourage feedback from medical provider to identify methods to improve our delivery, materials, and the processes and procedures contained within. We use this information to update the training plan annually.

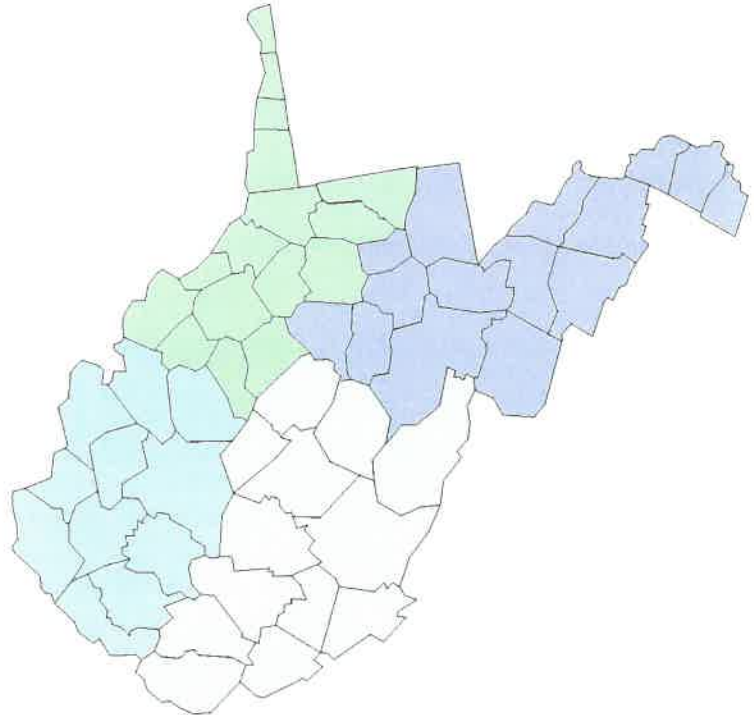
No later than fifteen (15) business days prior to the operations start date, West Virginia's Outreach and Communications Manager will use the plan approved by the Bureau to conduct training sessions in at least five (5) locations throughout the state, at LogistiCare's expense.

The following map depicts how we use a regional approach to schedule and conduct training and outreach:

## WEST VIRGINIA TRAINING / EDUCATION PLAN

Transportation Provider & Facility Outreach

	STATE REGIONS
	<b>Region I</b> Brooke, Calhoun, Doddridge, Gilmer, Hancock, Harrison, Marion, Marshall, Monongalia, Ohio, Pleasants, Ritchie, Tyler, Wetzel, Wirt, Wood
	<b>Region II</b> Boone, Cabell, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Roane, Wayne
	<b>Region III</b> Barbour, Berkeley, Grant, Hardy, Hampshire, Jefferson, Lewis, Mineral, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur
	<b>Region IV</b> Braxton, Clay, Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Webster, Wyoming



LogistiCare will finalize the locations to deliver training and education upon approval of the Bureau.

► Turnover Plans

If, at any time, we are not selected to maintain our status as the state's NEMT broker, we will continue medical provider outreach, and support the awarded vendor with any training and education tasks that may be required during the turnover period.

## MEDICAL PROVIDER TRAINING AND EDUCATION

Our outreach and communications staff provide training and mentoring services through regular onsite visits and education sessions with caseworkers, discharge staff, and other healthcare professionals. They work closely with nursing facilities, dialysis clinics, and more to ensure healthcare providers have a clear understanding of what to expect from LogistiCare in the delivery of NEMT services and how to report concerns about services that do not meet the needs of members.

Meetings are critical to the outreach program to ensure understanding of program rules and requirements, but most importantly, to build strong partnerships with the communities we serve. In addition, we hold webinars for medical providers and provide other written and verbal trainings. We provide a training calendar that allows medical providers to register for sessions; attendance is then documented and tracked in our transportation management platform for reporting. As mandated by our contract terms, medical provider training sessions are held in at least five locations throughout West Virginia.

### TRAINING RESOURCES & TOPICS

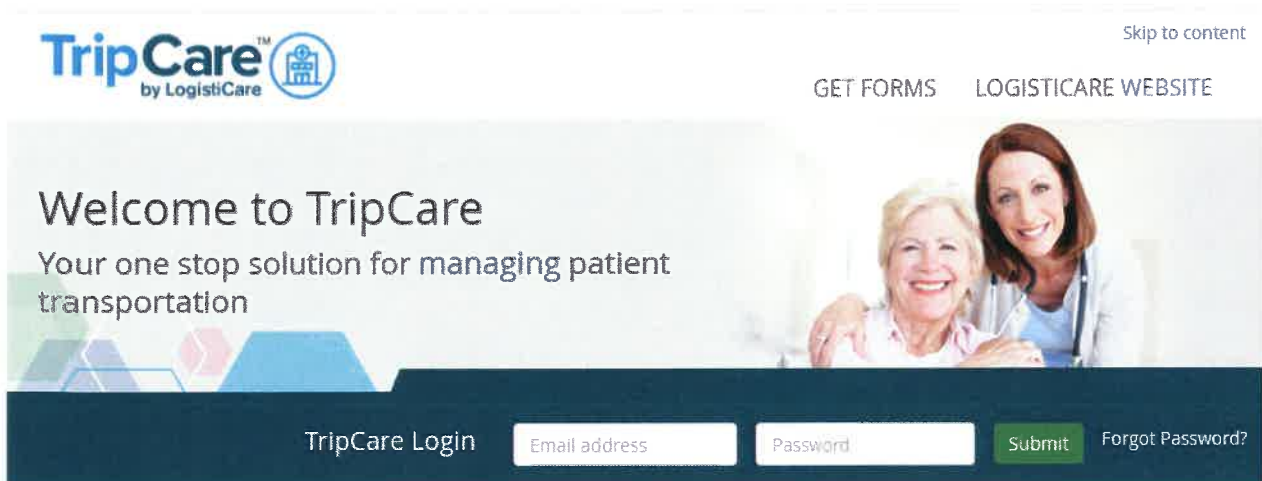
LogistiCare provides the following as part of our medical provider training and education plan:

MEDICAL PROVIDER CHANNELS OF COMMUNICATION	
Type of Resource	Description
<b>Introductory Letter</b>	LogistiCare will send out an introductory letter to all medical providers such as dialysis treatment facilities, nursing home and long term residential care facilities, mental health programs, and adult day care treatment centers. The purpose of the letter is to introduce ourselves as their new NEMT Broker partnering with the Bureau to provide services for their patients. The letter will inform the facilities who LogistiCare's primary contact for them will be and build their anticipation for future meetings to be scheduled encouraging their participation.
<b>Facility Toll-Free Line</b>	The dedicated <i>Facility Toll-Free Line</i> is designated for the use of medical facility staff only. This line is answered by our trained Facility Representatives who specialize in managing standing order and demand response trip requests from medical practitioners. The same facility number supports urgent, same-day and next-day transportation requests 24/7/365, regardless of holidays, and allows providers to follow up on behalf of members on the status of pick-ups or drop-offs.
<b>Face to Face Meetings</b>	To ensure facilities understand how to use the various tools and processes associated with NEMT service, LogistiCare conducts outreach to facilities and ordering practitioners through personal visits and webinars in all of our operations. LogistiCare schedules face-to-face group meetings for facility representatives which include an overview of LogistiCare policies and procedures, how to reach our staff to request transportation, what forms to fill out to request Standing Orders, filing complaints, and a host of other resources available to the healthcare community. Training is also conducted

	on the online Attendance Verification Report, which is also available on the TripCare portal. For those who are unable to attend a group meeting, webinars will be offered.
<b>Webinars</b>	Medical providers and facility staff appreciate the convenience of webinar training for staff on NEMT processes. Webinars also serve as an excellent tool for new hires to familiarize themselves with processes without conducting a personal visit each time someone new is hired. These interactive sessions have proven effective in describing the NEMT program, and they provide facilities' staff the opportunity to ask questions, seek clarifications, and/or to raise concerns to the presenters.
<b>Informational Brochures &amp; Fact Sheets</b>	<p>LogistiCare provides healthcare providers with NEMT informational brochures and fact sheets that provide an overview of the NEMT program and how to schedule a trip. The handouts provide LogistiCare contact information and other important information such as:</p> <ul style="list-style-type: none"> <li>• Scheduling a Reservation</li> <li>• How to Schedule a Standing Order</li> <li>• How to Acquire a Medical Necessity Form (MNF)</li> <li>• Gas Reimbursement Procedures</li> <li>• Use of Public Transportation</li> <li>• How to File a Complaint</li> </ul> <p>Additionally, we provide member education materials to the facilities, which are available on the TripCare Portal, and are also hand delivered during outreach visits, and mailed directly to the facilities if requested. We distribute our client-approved member educational materials at facilities whose patients use NEMT such as dialysis clinics, healthcare facilities, skilled nursing facilities, and other medical facilities. New members or those seeking clarification may pick up brochures for themselves or for someone they know during visits.</p>
<b>Public Website</b>	The Public Website includes information that is relevant to healthcare providers in the state of West Virginia. The site includes links to the TripCare Portal and downloadable documents the provider may need for the NEMT program.
<b>TripCare Portal</b>	The Facility TripCare Web Portal has information tailored to the needs of health care facilities and medical providers. The site provides required forms, brochures, FAQ's, and information to successfully request NEMT transportation on behalf of members, and outlines the program requirements and responsibilities of medical providers and their representatives. The portal includes a secured section for requests for transportation (standing orders), confirmation of attendance, and submission of medical necessity forms.



## TripCare Portal Features



The screenshot shows the TripCare portal homepage. At the top left is the TripCare logo with the text "by LogistiCare". To the right is a "Skip to content" link. Below the logo are links for "GET FORMS" and "LOGISTICARE WEBSITE". The main heading reads "Welcome to TripCare" followed by the tagline "Your one stop solution for managing patient transportation". On the right is a photo of a smiling doctor with a stethoscope around her neck, standing next to an elderly female patient. Below the photo is a dark blue login bar with the text "TripCare Login". It contains two input fields labeled "Email address" and "Password", a green "Submit" button, and a link for "Forgot Password?".

### TRIPCARE PORTAL LINKS

- ▶ Overview section includes information on the NEMT program and on the information contained within the sub-site itself. Examples of the type of information included in the overview are rules governing the transportation service, hours of operation for standard requests, minimum advance reservation requirements for such requests, contact information, and types of trips only medical providers can order. This page includes links to information on transportation requirements and ordering guidelines among other facility-focused topics approved by the Bureau.
- ▶ Standing orders for recurring trips such as dialysis can be scheduled via the TripCare portal. Facilities can schedule either single or standing order requests online, by fax, e-mail, or through their dedicated toll-free line.
- ▶ Frequently Asked Questions (FAQ) section lists questions and answers, commonly asked by medical facilities on the NEMT program and for eligible members of the NEMT program, pertaining to a range of related topics on eligibility and accessing services. The format we provide will present a list of questions that will then display answers by clicking on the drop-down arrow associated with each.
- ▶ Downloads section offers facilities a flexible approach to accessing downloadable items pertinent to the NEMT program. Each approved document and/or form is accessible and viewable as separate Adobe Portable Document (.pdf) files, or items may be downloaded and saved locally. We can provide a combination of either or both approaches.
- ▶ News Bulletin section, similar to the Downloads section, presents a list of timely bulletins pertinent to the NEMT program as a whole, issued by the Bureau, or approved bulletins issued by LogistiCare on behalf of the Bureau. Each approved bulletin is accessible and viewable as separate Adobe Portable Document (.pdf) files, or items may be downloaded and saved locally.
- ▶ NEMT Network Provider Locator section provides a listing and search methodology for facilities to find transportation network providers who are enrolled with the NEMT

program, and who are credentialed and authorized to provide transportation services in West Virginia. Medical providers and members will have access to this tool and can select the enrolled transportation network providers to obtain information on them. Presented in alphabetical order, the list is filterable in a number of ways including, but not limited to, alphabetically, by region, and/or by text search.

- ▶ Useful Links section provides a variety of links to web pages related to the West Virginia NEMT program that may be helpful to the facility user. Examples of these links include, but are not limited to, Medicaid updates issued by the Bureau or any other agency site specified by the Bureau, transportation routes, transit system information, and Medicaid provider manuals.



## PROGRAM UPDATES AND OTHER COMMUNICATIONS

LogistiCare's Outreach and Communications Manager position works closely with dialysis centers, nursing homes, and other medical providers that have numerous Medicaid members that rely on NEMT services to make certain they understand how to access services, how to place a standing order transportation request, and other important topics. This high level of interaction is detailed in the following table and will continue throughout the duration of the NEMT contract.

Focus	Organization	Why	How
<b>Dialysis Community</b>	<ul style="list-style-type: none"> <li>- Hospital Kidney Centers</li> <li>- Dialysis Centers</li> </ul>	<ul style="list-style-type: none"> <li>- Dialysis Centers have high NEMT usage</li> <li>- Create visibility and a positive image</li> <li>- Serve as advocate, educate and resolve concerns</li> <li>- Review standing orders to ensure that members still receive dialysis treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Schedule face to face meetings</li> <li>- Attend Social Workers meeting as invited</li> <li>- Return phone calls and respond to inquiries timely</li> <li>- Build alliances and partnerships</li> <li>- Be proactive and reach out to facilities to inquire, if there are issues</li> </ul>
<b>Nursing Facilities</b>	<ul style="list-style-type: none"> <li>- Nursing Homes</li> <li>- Assisted Living</li> <li>- Skilled Nursing Facilities (SNF)</li> </ul>	<ul style="list-style-type: none"> <li>- SNFs have high NEMT usage</li> <li>- Develop good working relationship to minimize complaints</li> <li>- Ensure facility understands NEMT</li> <li>- Find out if facility owns vehicles and transports their patients</li> </ul>	<ul style="list-style-type: none"> <li>- Schedule a meeting with Administrator or the Director of Social Work.</li> <li>- Explain the benefit of becoming a NEMT transportation provider, if facility owns any transport vehicles.</li> <li>- Be proactive and educate facility on NEMT, including the complaint process and bring issues to regional manager's attention</li> </ul>
<b>Intellectual Disability and Behavioral Health Community</b>	<ul style="list-style-type: none"> <li>- Community Service Boards</li> <li>- Group Homes</li> <li>- Centers for Independent Living</li> <li>- Mental Health Facilities</li> </ul>	<ul style="list-style-type: none"> <li>- Because of physical and mental impairment, this group needs special and constant attention on how to utilize the system</li> <li>- Case Managers, Social Workers, etc. need to have clarity of the NEMT system as they are instrumental to the use of our services.</li> </ul>	<ul style="list-style-type: none"> <li>- Schedule meetings as needed.</li> <li>- Organize outreach activity and build alliances with stakeholders.</li> <li>- Visit group homes and provide education sessions.</li> </ul>
<b>General Medical Appointments / Hospital Discharges</b>	<ul style="list-style-type: none"> <li>- Hospital</li> <li>- Physician Clinics</li> </ul>	<ul style="list-style-type: none"> <li>- Physician's Offices may not be familiar with the NEMT program</li> <li>- Hospitals and emergency room staff may not be aware of processes.</li> <li>- For improved visibility and enhanced positive image</li> </ul>	<ul style="list-style-type: none"> <li>- Meet with Case managers and Discharge Nurses/Social Workers</li> <li>- Educate them on the use of public transit.</li> <li>- Provide outreach and explain the complaint and will call process</li> <li>- Visit Physician's Offices</li> </ul>

Focus	Organization	Why	How
<b>Documentation</b>	<ul style="list-style-type: none"> <li>- Hospital</li> <li>- Physician Clinics</li> <li>- Nursing Homes</li> <li>- Assisted Living</li> <li>- Skilled Nursing Facilities (SNF)</li> <li>- Mental Health</li> </ul>	<ul style="list-style-type: none"> <li>- For Standardization and uniformity</li> <li>- For easy comprehension</li> <li>- User friendliness</li> <li>- Tracking mechanism</li> <li>- Weekly Outreach Report</li> <li>- Monthly Outreach Report</li> <li>- Case Management Tracking report</li> </ul>	<ul style="list-style-type: none"> <li>- Report must have date, name of facility, city and point of contact.</li> <li>- Must have mode of contact, i.e. phone, email, in-person meeting.</li> <li>- Must contain issue(s)</li> <li>- Must show LogistiCare's actions taken to resolve the issue(s)</li> <li>- Must summarize the report, showing the number of facilities by type and total number of facilities contacted each week.</li> <li>- Show number of facilities visited and reason for the visit.</li> </ul>

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