

**AHCA CONTRACT NO. FP053
AMENDMENT NO. 4**

THIS CONTRACT, entered into between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as the “**Agency**” and the **LOGISTICARE SOLUTIONS, LLC**, hereinafter referred to as the “**Vendor**,” is hereby amended as follows:

1. Pursuant to Standard Contract, Section I., Item M., Requirements of Sections 287.058, Florida Statutes, sub-item 4., which provides for renewal of this Contract not to exceed three (3) years or the term of the original Contract, whichever period is longer, both Parties hereby agree to exercise the second and final renewal option of this Contract for a period of twenty (24) months beginning February 1, 2017. Therefore, Standard Contract, Section I., Item M., Requirements of Sections 287.058, Florida Statutes, sub-item 4., the second sentence is hereby amended to now read as follows:

This Contract shall begin **February 1, 2015** and end on **January 31, 2019**, inclusive.

2. Standard Contract, Section I., Item Q., Health Insurance Portability and Accountability Act, is hereby deleted in its entirety and replaced as follows:

Q. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.
 2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
 3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.
3. Standard Contract, Section I., Item R., Confidentiality of Information, is hereby deleted in its entirety and replaced as follows:

R. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including social security numbers that may be supplied under this Contract pursuant to law, and also including the identity or identifying

information concerning a Medicaid recipient or services under this Contract for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.

2. All personally identifiable information, including Medicaid information, obtained by the Vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Contract. The Vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Vendor responsibilities under this Contract, and is exchanged only for the purpose of conducting a review or other duties outlined in this Contract.
 3. Any patient-specific information received by the Vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Vendor is retained by the Agency. The Vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
 4. The Vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Vendor. If provider-specific data are released to the public, the Vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.
 5. The Vendor and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
 6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.
4. Standard Contract, Section II., Item A., Contract Amount, the first sentence is hereby amended to now read as follows:

To pay for contracted services according to the conditions of **Attachment I, Scope of Services**, in an amount not to exceed **\$20,527,797.87** (an increase of **\$10,856,781.75**), subject to the availability of funds.

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5. Standard Contract, Section III., Item B., Contract Managers, sub-item 1., is hereby amended to now read as follows:

1. The Agency's Contract Manager's contact information is as follows:

Lakera Reddick
Agency for Health Care Administration
2727 Mahan Drive, MS 20
Tallahassee, FL 32308
(850) 412-4206

6. **Attachment I**, Scope of Services, Section X., Administration and Management, Item D., Claims and Provider Payment, sub-item 1., General Claims Provisions, is hereby amended to include sub-item g., as follows:

g. The Vendor is responsible for coordinating benefits for dually eligible individuals, which includes payment of crossover claims.

7. **Attachment I**, Scope of Services, Section XI., Method of Payment, Item A., Fixed Price Unit Contract, the first sentence is hereby amended to now read as follows:

The Agency shall make payment, in a total dollar amount not to exceed **\$20,527,797.87** (an increase of **\$10,856,781.75**), to the Vendor in accordance with **Attachment I**, Scope of Services, inclusive of all exhibits.

8. **Attachment I**, Scope of Services, Section XI., Method of Payment, Item B., Payment Provisions, sub-item 1., Capitation Rates, sub-item c., is hereby amended to now read as follows:

c. The rates shall be actuarially sound in accordance with 42 CFR 438.4.

9. **Attachment I**, Scope of Services, **Exhibit I-A-2**, Revised Capitation Rates, is hereby deleted in its entirety and replaced with **Exhibit I-A-3**, Revised Capitation Rates, attached hereto and made a part of this Contract. All references in this Contract to **Exhibit I-A-2**, shall hereinafter also refer to **Exhibit I-A-3**.

10. Effective February 1, 2017, **Attachment I**, **Exhibit I-C**, Reporting Requirements, Annual Financial Statements, is hereby amended to now read as follows:

Audited Annual Financial Statements	Annually on or before April 1 following the end of each reporting calendar year and or as requested by the Agency.
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All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in this Contract.

This Amendment and all its attachments are hereby made a part of this Contract.

This Amendment cannot be executed unless all previous amendments to this Contract have been fully executed.

IN WITNESS WHEREOF, the Parties hereto have caused this six (6) page Amendment to be executed by their officials thereunto duly authorized.

LOGISTICARE SOLUTIONS, LLC.

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

SIGNED BY:  _____

NAME: Albert Cortina

NAME: Justin M. Senior

TITLE: Chief Administrative Officer

TITLE: Secretary

DATE: _____

DATE: 1/31/17

Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Exhibit	I-A-3	Revised Capitation Rates (2 Pages)

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IN WITNESS WHEREOF, the Parties hereto have caused this six (6) page Amendment to be executed by their officials thereunto duly authorized.

LOGISTICARE SOLUTIONS, LLC.

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: 

SIGNED
BY: _____

NAME: Albert Cortina

NAME: Justin M. Senior

TITLE: Chief Administrative Officer

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DATE: 1/31/2017

DATE: _____

Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Exhibit	I-A-3	Revised Capitation Rates (2 Pages)

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**ATTACHMENT I
EXHIBIT I-A-3
REVISED CAPITATION RATES**

TABLE 1 CAPITATION RATES Effective August 1, 2014 – August 31, 2015		
	Per Member Per Month Rate (PMPM)	
Region	PPEC	Non-PPEC
01	\$933.54	\$1.11
02	\$279.24	\$2.94
03	\$904.51	\$2.16
04	\$601.63	\$1.43
05	\$661.94	\$1.19
06	\$617.65	\$1.08
07	\$548.08	\$1.97
08	\$507.74	\$1.41
09	\$429.97	\$1.05
10	\$601.63	\$1.43
11	\$496.74	\$0.87

TABLE 2 CAPITATION RATES Effective September 1, 2015 – November 30, 2015		
	Per Member Per Month Rate (PMPM)	
Region	PPEC	Non-PPEC
01	\$1,004.64	\$1.19
02	\$300.51	\$3.17
03	\$973.39	\$2.32
04	\$647.45	\$1.53
05	\$712.35	\$1.28
06	\$664.68	\$1.16
07	\$589.82	\$2.12
08	\$546.41	\$1.51
09	\$462.72	\$1.14
10	\$647.45	\$1.53
11	\$534.57	\$0.93

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TABLE 3		
CAPITATION RATES		
Effective December 1, 2015 – December 31, 2016		
	Per Member Per Month Rate (PMPM)	
Region	PPEC	Non-PPEC
01	\$888.82	\$2.21
02	\$888.82	\$2.92
03	\$707.50	\$2.72
04	\$435.50	\$5.24
05	\$221.85	\$2.18
06	\$717.93	\$2.08
07	\$527.65	\$3.53
08	\$1,005.54	\$2.35
09	\$1,266.12	\$1.53
10	\$1,266.12	\$1.51
11	\$655.20	\$1.09

TABLE 4		
CAPITATION RATES		
Effective January 1, 2017 – December 31, 2017		
	Per Member Per Month Rate (PMPM)	
Region	PPEC	Non-PPEC
01	\$888.82	\$2.21
02	\$888.82	\$2.92
03	\$707.50	\$2.72
04	\$435.50	\$5.24
05	\$221.85	\$2.18
06	\$717.93	\$2.08
07	\$527.65	\$3.53
08	\$1,005.54	\$2.35
09	\$1,266.12	\$1.53
10	\$1,266.12	\$1.51
11	\$655.20	\$1.09

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