

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	:	Chapter 11
	:	
MODIVCARE, INC., <i>et al</i>	:	Case No. 25-90309 (ARP)
	:	
Debtors ¹ .	:	(Jointly Administered)
	:	

**ADMINISTRATIVE SERVICES COOPERATIVE, INC.’S OBJECTION TO
DEBTORS’ “NOTICE OF POTENTIAL ASSUMPTION OF CERTAIN OF DEBTORS’
EXECUTORY CONTRACTS AND UNEXPIRED LEASES” (DOC. 605)**

Administrative Services Cooperative, Inc. (“ASC”), hereby files this objection to the cure amount set forth in the Debtors’ “Notice of Potential Assumption of Certain of Debtors’ Executory Contracts and Unexpired Leases” (“Cure Notice”) [Doc. No. 605]. This objection is based on the facts and grounds stated below and in the accompanying Declaration of Boris Hristev (“Hristev Dec.”).

BACKGROUND

1. On August 20, 2025 (the “Petition Date”), the above-captioned debtors (collectively “Debtors”), including Debtor ModivCare Solutions, LLC (“MCS”), filed voluntary petitions for reorganization pursuant to Chapter 11. Since the Petition Date, Debtors have continued to operate their businesses as debtors-in-possession pursuant to 11 U.S.C §§1107-1108.

2. ASC is a transportation provider. ASC entered into an agreement with MCS (then known as and/or doing business as “LogistiCare Solutions, LLC”) to provide non-emergency medical transportation services for eligible California participants under the terms of a “Transportation Agreement” (“Agreement”). (Hristev Dec. ¶2, Ex 1).

¹ A complete list of each of the Debtors in these Chapter 11 Cases (the “Chapter 11 Cases”) and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/ModivCare>. Debtor Mo and the Debtors’ service address in the Chapter 11 Cases is 6900 E. Layton Colorado 80237.



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3. MCS is delinquent as to pre-petition sums due under the Agreement. Concurrently with this objection, ASC is filing a Proof of Claim for \$142,275.44 (“the ASC Claim”). The Proof of Claim details the components of the ASC Claim, which are the pre-petition arrearages owed under the Agreement.

4. The Cure Notice reflects a “Trip Providers Agreement” between MCS and ASC, which is subject to potential assumption pursuant to 11 U.S.C §§ 365 and 1123, and alleges that the cure amount with respect to the obligations owed to ASC is zero (\$0.00).

5. ASC objects to the proposed assumption of the Agreement, unless all arrearages under the Agreement are cured with the assumption.

RELIEF REQUESTED

6. The Cure Notice substantially understates the cure amount due under the Agreement. The actual amount due and owing under the Agreement as of the Petition Date was \$142,275.94. (Hristev Dec. ¶3).

7. To assume (or assign) the Agreement, Debtors are required to cure defaults existing thereunder pursuant to 11 U.S.C. §365(b)(1)(A).

8. The Cure Notice disregards the pre-petition balance owed to ASC.

RESERVATION OF RIGHTS

9. ASC specifically reserves its rights to object to any other relief sought by Debtors in connection with the assumption of the Agreement, including, without limitation, any proposed adequate assurance of future performance.

CONCLUSION

10. For the foregoing reasons, ASC seeks an order fixing Debtors' cure obligations in the amount set forth herein (\$142,275.44) plus any additional post-petition amounts accruing under the Agreement, and directing Debtors to satisfy such amount promptly following the entry of an order approving any assumption of the Agreement.

Dated: November 17, 2025.

Respectfully submitted,

CONLEY ROSENBERG & MENDEZ P.C.

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-and -

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Attorneys for
Administrative Services Cooperative, Inc.

DECLARATION OF BORIS HRISTEV

I, BORIS HRISTEV, declare as follows:

1. I am over the age of 21 years. I am the Chief Financial Officer of Administrative Services Cooperative, Inc. ("ASC"), a California nonprofit corporation. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify under oath.

2. Since 2010, ASC has done business with LogistiCare Solutions, LLC, which is now known as MotivCare Solutions, LLC ("MCS"). The basis of the arrangement between ASC and MCS is a "Transportation Agreement" dated March 1, 2010. A true and correct copy of said Agreement is attached hereto as Exhibit "1."

3. As of August 20, 2025, MCS was delinquent in its amounts due to ASC pursuant to the Agreement in the amount of \$142,275.44, as detailed in ASC's proof of claim.

4. ASC has continued to provide services to MCS following August 20, 2025, and currently provides services to MCS.

Executed on November 14th, 2025 at Torrance, California.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signature: 
Boris Hristev (Nov 14, 2025 22:32:08 PST)
Email: bhristev@layellowcab.com

TRANSPORTATION AGREEMENT

(the "Agreement")

by and between

LOGISTICARE SOLUTIONS, LLC ("LGTC")

and

Administrative ("Provider")
Services Cooperative, Inc.

WHEREAS, LGTC provides transportation brokerage services to eligible Participants ("Participants") for the provision of non-emergency transportation services in the State of California under contract (the "Client Contract") to certain public agencies and/or private organizations ("Client"); and

WHEREAS, LGTC wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services; and

WHEREAS, Provider provides, among other things, non-emergency transportation services and wishes to enter into this Agreement for the provision of services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement and all Exhibits, the following terms have the meanings as defined below:

- a) "Agreement" shall mean this Transportation Agreement, including all exhibits, and incorporates by reference the California LGTC Provider Manual. Provisions of this Agreement shall prevail in the event of any conflict between this Agreement and any provision of the Provider Manual.
- b) "Client" shall mean the party or entity with whom LGTC has a Client Contract. Although the singular form is used "Client" shall be understood as plural in the event that LGTC is under agreement with more than one party or entity in the state in which Provider operates.
- c) "Client Contract" shall mean the agreement between LGTC and any other party or entity pursuant to which LGTC provides non-emergency transportation management services for covered Participants. Although the singular form is used "Client Contract" shall be understood as plural in the event that LGTC is under

agreement with more than one party or entity in the state or states in which Provider operates.

- d) "Criminal background check" shall mean a national search for criminal convictions and sex offender status during the past seven (7) years that is conducted by a nationally recognized credentialing organization that is pre-approved by LGTC, and conducted pursuant to LGTC's background check requirements.
- e) "Curb-to-curb" shall mean transportation service whereby the Participant meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.
- f) "Door-to-door" shall mean transportation service whereby the driver parks the vehicle and meets the Participant at the threshold of the primary entrance of the pick-up address; assists the Participant to and into the vehicle, and delivers the Participant to the threshold of the primary entrance of the drop-off address.
- g) "Group Trip" shall mean any trip that has the same pick-up address and time and same drop-off address and time as a trip for another Participant.
- h) "Shared Ride Trip" shall mean any trip that has the same pick-up address and time as a trip for another Participant and whose drop-off address and time are near enough that the two trips could reasonably share the same vehicle. "Shared Ride Trip" shall also mean any trip that has the same drop-off address and time as a trip for another Participant and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.
- i) "Job number" shall mean a unique confirmation number generated by LGTC for each trip reservation for each date of service.
- j) "Multi-load" shall mean a situation in which more than one Participant is transported in a vehicle at the same time to the same or different drop-off addresses.
- k) "Participant" shall mean any individual covered under the terms of Client Contract and on whose behalf LGTC arranges or pays for transportation services.
- l) "Reroute" shall mean a trip reservation that is refused by Provider and that is sent back to LGTC to be directed to a different transportation provider.
- m) "Ten-panel drug screen" shall mean a urine based drug test that screens for the use of Amphetamines, Barbiturates, Benzodiazepines (including Valium, Restoril, Xanax and Librium), Cocaine, Methadone, Methaqualone, Marijuana, Opiates and Phencyclidine (PCP), and Propoxyphene (Darvon).
- n) "Will call" shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Participant to the Provider (or LGTC) when he or she is ready to be picked-up after a medical appointment.

2. Responsibilities of LGTC.

- a) Process Transportation Requests. LGTC will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule reservations, submit daily reservation requests to Provider (collectively referred to as a "Provider Manifest"), verify billing information or if necessary directs

Provider to the correct billing entity, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Participants 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.

In the event that the Client Contract so allows, and only in such limited situations, Client may contact Provider directly and arrange for transportation services for its own Participants. In such cases LGTC's responsibilities shall include creation of a retrospective Job Number for each such trip, verify billing information, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, LGTC and Client shall be under no obligation to provide Provider with a specific number of transportation requests. LGTC or Client may withdraw any trip request assigned to Provider, in their sole discretion, in the event that LGTC or Client deems it necessary for the proper performance of its obligations under the Client Contract. LGTC may notify Provider at any time that a trip arranged by a Client should be referred to a primary payer (e.g., Medicare or Medi-Cal) for payment or denial as a conditional step prior to submission of a claim for payment to LGTC.

- b) Payments for Transportation. LGTC shall pay Provider for its services at the rates and on the terms set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for such services.
- c) Orientation. LGTC shall offer to 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.

3. Responsibilities of Provider.

- a) Administrative, Reservation Receipt, and General.
 - i) Provider shall comply with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
 - ii) Provider shall utilize only drivers and vehicles that are registered with and pre-approved by LGTC to perform services under this Agreement.
 - iii) Provider shall provide proof that all registered vehicles meet all minimum standards and requirements to perform services under this Agreement.
 - iv) Provider shall provide proof that all drivers and attendants have

acceptable MVR, criminal background checks, and drugs screen records as set forth in the "Driver and Attendant Qualifications" section of this Agreement.

- v) Provider shall ensure the safety of the Participants that it transports.
- vi) Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ground or air ambulance service.
- vii) Provider shall provide curb-to-curb service as the standard service although door-to-door service may be required in certain circumstances.
- viii) Provider shall establish and maintain both a telephone line and fax line for use by 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 modem 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.
- ix) Provider shall transport Participants, adult escorts, transportation attendants, or personal assistants as applicable and in accordance with the specifications of the reservations provided by LGTC and the terms of this Agreement. 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 Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
- x) Provider shall reroute trip assignment 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-hours 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 circumstances beyond the control of Provider (e.g., sudden vehicle breakdown or vehicle accident).
- xi) Provider will ensure that all information obtained regarding Participants in connection with this Agreement is held in strict confidence and is used only as required in the performance of Provider's obligations. (For further confidentiality requirements, see Exhibit C – Business Associate Agreement.)
- xii) Provider shall promptly inform LGTC if a Participant 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).

- b) Pick Up and Delivery Standards. Provider shall provide transportation services that comply with the following minimum service standards. LGTC's or Client's staff, or their official agent, may ride on trips with the Participant to monitor service.
- i) On time performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick up time or up to fifteen minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than fifteen minutes after the scheduled pick-up time is considered a "late pick-up". The monthly average wait time for all pick-ups performed by Provider may not exceed 15 minutes after the scheduled pick-up time and the actual wait time for any specific pick-up may not exceed 30 minutes after the scheduled pick-up time.
 - ii) The driver shall make his presence known to the Participant upon arrival at the pick-up address and must wait at least ten (10) minutes after the scheduled pick-up time before the Participant may be considered a "no show". If the Participant is not present for pick up, the driver shall notify Provider's dispatcher before leaving the pick-up location and document the attempted pick-up on the daily trip log.
 - iii) Provider shall deliver the Participant to scheduled medical appointments within fifteen minutes of the appointment time, but no earlier than one (1) hour before the appointment time. Provider shall ensure that Participants are picked up at prearranged times for the return trip if the medical service provider follows a regular schedule. The prearranged times may not be changed by Provider or the driver without prior permission from LGTC. Provider's timely delivery of Participants to scheduled medical appointments may be included as a measure of on-time performance.
 - iv) For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within one (1) hour after the time Provider is notified that the Participant is ready, or by the close of the business day for the medical service provider, whichever is earlier.
 - v) If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled riders, Provider must contact waiting Participants at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.
 - vi) If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact LGTC who will notify the medical provider of the late arrival.
 - vii) For same day hospital discharge reservations, Provider shall pick-up Participants within three hours after accepting the trip reservation from

LGTC.

- viii) No Participant in a multi-load vehicle shall remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
 - ix) No more than 2% of Provider's assigned trips shall be late or missed pick-ups. Providers with greater than 1% of their assigned trips as missed pick-ups may have their trips reduced. Habitual failure to meet this standard shall be a material breach of this Agreement and may result in termination of this Agreement.
 - x) An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, or an elderly or otherwise infirm Participant, and in some cases, an adult escort may be required to accompany the child. Provider shall, at no additional charge, transport an adult escort of a minor, elderly or infirm Participant if and as directed by LGTC. A minor Participant shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.
 - xi) A transportation attendant or personal assistant may ride with a Participant if necessary to assist the Participant. The attendant or assistant shall assist the patient and the driver as requested.
 - xii) Provider must allow service animals in the vehicle, as needed; however, other animals shall not be allowed on board the vehicle.
- c) General Vehicle Requirements. All vehicles utilized by Provider in the performance of services under this Agreement must meet the requirements listed below. Each vehicle is subject to an initial and bi-annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by LGTC do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as LGTC and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with the following inspection standards, California licensing requirements, safety standards, California Highway Patrol, California Highway and Transportation Department, or ADA regulations, or other State or Federal laws or regulations shall be immediately removed from service and shall pass a re-inspected before it may be used to provide transportation services for Participants under this Agreement.
- i) Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
 - ii) The number of occupants in the vehicle, including the driver, shall not

- exceed the vehicle manufacturer's approved seating capacity.
- iii) All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Participant.
- iv) All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.
- v) Provider shall have at least two seat belt extensions available in each vehicle.
- vi) All vehicles shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.
- vii) All vehicles shall have an accurate, operating speedometer and odometer.
- viii) All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
- ix) All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
- x) The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
- xi) The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.
- xii) All vehicles and equipment must be maintained and operated in accordance with the manufacturers' state and federal safety and mechanical operating and maintenance standards.
- xiii) All vehicles shall have Provider's business name displayed on both exterior sides of the vehicle.
- xiv) The vehicle license number and LGTC's toll-free and local phone numbers together with complaint procedures provided by LGTC shall be available in writing and stored in a clearly visible location in each vehicle for distribution to Participants upon request.
- xv) Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".
- xvi) All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, original PSC cab card (as applicable), and accident procedures and forms.
- xvii) All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.
- xviii) All vehicles shall be equipped with three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried on board.
- xix) All vehicles shall carry extra electrical fuses.

- xx) All vehicles shall carry a functioning flashlight and an ice scraper.
- xxi) All vehicles shall 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.
- xxii) All vehicles shall contain a current map of the applicable geographic area with sufficient detail to locate Participant and medical provider addresses.
- xxiii) All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.
- xxiv) Provider shall utilize only its own leased or owned vehicles and shall not sublet, subcontract or arrange for transportation under this Agreement from any third party.
- xxv) All vehicles must be equipped with a two-way communications system linking each vehicle with the Provider's primary place of business. Cell phones are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.
- xxvi) All vehicles must properly utilize approved child safety seats when transporting children in accordance with California laws and regulations. Participants are responsible for providing child safety seats when transporting children under the age of six (6) years old or sixty (60) pounds. Upon arrival for transportation, if the Participant does not provide safety seat(s) for any child under age of six (6) years old or sixty (60) pounds, the Provider shall not transport the child and shall advise the Participant to reschedule the appointment.
- xxvii) All vehicles shall have a functioning interior light within the passenger compartment.
- xxviii) All vehicles shall have adequate sidewall padding and all Wheelchair Vehicle floors must be covered with commercial anti-skid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- xxix) All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by LGTC to aid Participant boarding. This step shall be capable of safely supporting 300 lbs and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.
- xxx) Provider shall maintain and implement written policies for preventative and remedial maintenance in accordance with the manufacturers recommendations and good business practice for all vehicles used in service of this Agreement. Provider shall furnish to LGTC a copy of all current (and revised) policies and procedures for vehicle preventative maintenance, including statements indicating the frequency of routine

maintenance and service and procedures for completing daily vehicle checks for operational soundness.

- d) Wheelchair Vehicle Requirements. All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set forth above as well as the following additional requirements.
- i) Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.
 - ii) Each lift equipped Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
 - iii) All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs) load.
 - iv) Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:
 - a) is capable of elevating and lowering a 600-pound load without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;
 - b) the lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;
 - c) the lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;
 - d) the lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;
 - e) the lift shall be powered from the vehicle's electrical system. The lift platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;
 - f) the lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;
 - g) the lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;
 - h) all sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;
 - i) the lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on

- the outbound end to prevent ride over;
- j) it is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;
- k) the lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform; and
- l) the lift platform must be equipped with a hand rail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
 - maximum height of thirty-eight inches;
 - minimum knuckle clearance of 1.5 inch;
 - able to withstand a force of 100 pounds; and
 - shall not reduce the lift platform width of at least thirty (30) inches.
- v) Each wheelchair position in all vehicles shall have a wheelchair securement device (or "tie down") which shall:
 - a) be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches (this provisions is not applicable to rear loading ramp equipped vehicles). Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
 - b) be tested to meet a 30 mph/20gm standard;
 - c) securely restrain the wheelchair during transport from moving forward, backward, lateral and tilting movements in excess of (2) inches;
 - d) be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;
 - e) have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A tract mounting lock system on the floor shall be flush with the floor and shall not be an obstruction or a tripping hazard. In all cases the straps shall be stored properly when not in use; and
 - f) provide wheelchair lap seat belts (if not provided by the Participant) that shall be capable of securing the passenger to the wheelchair and provide a shoulder harness that is attached to the floor or to the side wall of the vehicle that shall be capable of securing the wheelchair to the vehicle.
- vi) Each wheelchair entrance door shall:
 - a) maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
 - b) have no lip or protrusion at the door threshold of more than 1/2 inch, and

- c) be equipped with straps or locking devices to hold the door open when the lift or ramp is in use.
- e) Stretcher Vehicle Requirements. Stretcher van service is an alternative mode of non-emergency transportation. It shall be provided to an individual who cannot be transported in a sedan or wheelchair van and who does not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

A driver and an attendant shall staff the vehicle, which shall be specifically designed and equipped to provide non-emergency transportation of individuals on an approved stretcher. A stretcher vehicle shall be used for an individual who:

- i) Needs routine transportation to or from a non-emergency medical appointment or service.
- ii) Is convalescent or otherwise non-ambulatory and cannot use a wheelchair.
- iii) Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is provided by the Participant and is secured safely.

The following restrictions apply:

- i) A stretcher passenger shall not be left unattended at any time.
- ii) The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
- iii) The attendant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
- iv) The stretcher vehicle shall not be used:
 - a) for emergency medical transportation;
 - b) to transport a passenger who requires basic or advanced life support;
 - c) to transport a passenger who has in place any running IV or an airway maintenance device. However, the Participant is eligible for transportation if he/she has a battery-operated ventilator and an adult escort trained to provide ventilator care will travel with the Participant, and if no other medical equipment or care is required.
 - d) to transport a passenger who requires close observation or medical monitoring;
 - e) to transport more than one (1) stretcher passenger at a time.
- f) Non Emergency Ambulance Vehicle and Air Transport Requirements. All vehicles used to transport Participants that require covered non-emergency BLS, ALS, or SCT service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Ambulances shall supersede the following provisions.

- i) Provider shall possess and provide to LGTC copies of all licenses, permits and certificates required to enable each of its ambulances to be used for BLS or ALS service in all jurisdictions in which Provider performs services.
- ii) Provider shall possess and provide to LGTC copies of current EMS Agency certificates for each service area, CA Highway Patrol license, a copy of all requirements necessary for each level of professional (e.g., EMT, Paramedic, RN, etc.), written procedures for the daily checking and replacing vehicle inventories and the monthly checking of expiration dates and replacement supplies that are beyond their expiration date.

If Provider performs air transportation services under this Agreement, Provider shall possess and provide to LGTC copies of:

- i) Current FAA part 135 certificate issued in its name
- ii) Current aircraft worthiness certificates for each aircraft that may be assigned to perform services.

Provider must maintain a written policy on flight tracking and handling of inflight medical and aircraft emergencies. Primary medical flight personnel who may be assigned to perform services shall be at least RN and ACLS certified, have a least 1 year critical care flight or emergency department nursing experience within the last 5 years, and have successfully completed a course of training that includes the physiology of flight.

- g) Driver and Attendant Qualifications. Ambulance personnel shall be licensed and trained in accordance with California and local laws or regulations. All non-ambulance drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. Each driver's and attendant's records and qualifications are subject to an initial and annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. Any driver or attendant 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. LGTC and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement.
 - i) All drivers shall be at least eighteen (18) years of age and have a current valid California driver's license to operate the transportation vehicle to which they are assigned.
 - ii) 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.
 - iii) Drivers shall not have had their driver's license suspended or revoked in the previous five (5) years. This provision includes individuals whose licenses are suspended or revoked for non-payment of child support. However, such individuals may provide driving services once the court releases the individual and such release can be verified and the individual

- remains in compliance with child support obligations for a minimum of ninety (90) days after the release. Drivers with two or more suspensions or revocation of licenses associated with failure to pay child support shall be permanently prohibited from providing services under this Agreement.
- iv) Provider shall comply with California laws and regulation regarding criminal background checks for all drivers, including fingerprinting as conducted by any law enforcement entity. Provider shall verify that drivers or attendants are not listed on the California Sex Offender Registry. The following will preclude a driver or attendant 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 felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years.
 - v) All drivers must meet current state and federal motor carrier safety regulations and guidelines.
 - vi) Each driver must have competent driving habits.
 - vii) Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service under this Agreement. Each driver and attendant shall successfully pass a pre-employment ten-panel drug screen for traces of illicit drugs prior to providing service under this Agreement. 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.
 - viii) Provider shall ensure that all drivers and attendants 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). Provider shall submit to LGTC proof that drivers and attendants have completed all required training prior to them providing services under this Agreement.
- h) Driver and Attendant Service Requirements and Performance
- i) No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at any time. A driver or attendant can use prescribed medication as long as his/her duties can still be performed in a safe manner and Provider has written documentation from a physician or pharmacist that the medication will not impact the ability of the driver.
 - ii) No drivers or attendants shall allow firearms, alcoholic beverages in

- opened containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- iii) No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Participants.
- iv) No drivers or attendants shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.
- v) No drivers or attendants shall solicit or accept money from Participants except for the collection of applicable co-payments as authorized by the Client.
- vi) All drivers and/or attendants shall provide an appropriate level of assistance to a Participant when requested or when required by the Participant's physical condition.
- vii) All drivers and attendants shall wear and have visible a nametag that is easily readable and includes their name and the name of the Provider.
- viii) No drivers or attendants shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle.
- ii) No drivers or attendants shall wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used in performance of services under this Agreement, and driver shall at all times comply with applicable laws regarding the use of cell phones by the driver of a moving vehicle.
- ix) All drivers shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination.
- x) No drivers or attendant shall leave a Participant unattended at any time.
- xi) All drivers and/or attendants must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.
- xii) All drivers and attendants must assist the Participants in the process of being seated, including the fastening of seat belts. Drivers shall confirm prior to moving the vehicle that wheelchairs and wheelchair passengers are properly secured and that all Participants are properly belted in their seat belts.
- xiii) All drivers and/or attendants must assist Participants to exit the vehicle and to move to the access area of the Participant's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.
- xiv) All drivers and/or attendants must provide physical support or assistance and oral directions to Participants. Such assistance shall also apply to wheelchairs and mobility-limited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs.
- xv) All drivers and/or attendants shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are

- not responsible for Participant's personal items.
- xvi) All drivers and attendants shall be courteous, patient and helpful to all Participants and be neat and clean in appearance.
- xvii) If a Participant or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.
- xviii) All drivers shall maintain a daily trip log that includes the following information:
 - a) Provider name;
 - b) Provider ID number
 - c) vehicle number;
 - d) driver's name;
 - e) driver's signature
 - f) names of Participants transported
 - g) Participant signature for each drop off
 - h) no show indicator, if applicable;
 - i) actual arrival time at pick-up point;
 - j) actual arrival time at drop-off point;
 - k) date of service;
 - l) name of attendant (if any) and attendant's signature;
 - m) authorization stamp or signature of Provider, and
 - n) any other pertinent information regarding completion of trips.
- i) Licensure, & Certification
 - (iii) 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.
 - (iv) Provider shall comply with all applicable city, county, state and federal laws and regulations, including all laws and regulations setting requirements regarding licensing, certification and insurance for all transportation related personnel and vehicles. Such laws or regulations shall take priority over any conflicting provision of this Agreement and the enforcement of the conflicting provision of this Agreement is hereby waived.
 - (v) 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. Provider will furnish LGTC with such documentation immediately upon request.
 - (vi) 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.
- j) Insurance. Provider shall maintain the following minimum levels of insurance

throughout the term of the Agreement. All insurance coverage, except Workers' Compensation, shall name LGTC and the Client as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations. 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. Concurrently with executing this Agreement the Provider shall submit to LGTC certificates of insurance from its agent or carrier listing LGTC as "Certificate Holder" as well as LGTC and the Client as "Additional Insured. Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or change to such insurance coverage. The certificate of insurance submitted to LGTC shall confirm that the Comprehensive General Liability policy provides coverage for sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto". 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.

(i) Vehicle Insurance.

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. The insurance policy must cover "Any Auto".

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.

(ii) Comprehensive General Liability Coverage. \$ 1,000,000, with "Broad Form" coverage including contractual liabilities as well as liabilities for sexual abuse and molestation.

(iii) Workers' Compensation Insurance as required by the State of California.

(ii) Malpractice Insurance.

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

k) Indemnification. Provider shall indemnify, protect, and hold LGTC and the Client harmless from and against any and all claims, and/or liabilities of any kind or nature whatsoever arising or alleged to arise from or related to 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 Client

- l) Provider Performance Standards/Quality Assurance Plan. Provider agrees to 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.

- m) Maintenance of Records. Provider shall establish and maintain the following records and related information and provide copies thereof within three days notice, or as otherwise required under this Agreement, upon request by LGTC, the Client or its agents, or the Director of the California Department of Managed Health Care. All records shall be maintained and available for review by authorized personnel during the entire term of the contract and for a period of ten (10) years thereafter. If an audit is in progress or litigation is in progress or threatened, all documents shall be maintained until such audit and/or litigation is fully resolved. Upon reasonable notice, Provider shall permit LGTC (or designee) to examine and/or audit trip documentation for Participants and will assist LGTC in examining all requested documentation. Providers may be required to maintain documentation for longer periods of time to the extent necessary to comply with applicable laws or regulations or the requirements of LGTC's Clients. This provision shall survive the termination of this Agreement, whether by rescission or otherwise.
 - i) Copy of Provider's registration with all applicable State agencies or departments.
 - ii) Vehicle records, including at a minimum the following documentation for each vehicle:
 - a) manufacturer and model;
 - b) model year;
 - c) vehicle identification number;
 - d) odometer reading at the time the vehicle enters service under this agreement;
 - e) type of vehicle (e.g., sedan, wheelchair van, stretcher van);
 - f) capacity (number of passengers);
 - g) license tag number;
 - h) insurance certifications;
 - i) state issued registration permit and vehicle stamp (if applicable);
 - j) special equipment (lifts etc.), and
 - k) date, odometer reading and description of all inspection activity (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air-conditioning/heating, etc.). Records must be maintained of the initial inspection and all subsequent inspections.
 - iii) Driver and attendant records, including at a minimum the following documentation:

- a) name, date of birth and social security number;
- b) copy of driver's license;
- c) MVR report for previous three (3) years as reported from California Division of Motor Vehicles;
- d) driver training course certificates, including First Aid, Passenger Assistance and Blood-Borne Pathogens; and
- e) documentation of any complaints received about the driver or attendant and any accidents or moving violations involving the driver.
- iv) All daily vehicle manifests, trip logs and invoice documents.
- v) Any other records LGTC is required to collect from Provider pursuant to the Client Contract.

Provider must also establish and maintain a system for managing the records and related information set forth in Exhibit C. Provider must furnish such records to LGTC, the Client or its agents upon three days' notice.

- n) Accidents or Incidents. Provider shall inform LGTC immediately of any vehicle collision or accident that occurs while a vehicle operated by Provider is in route for a LGTC assigned trip whether or not a Participant is in the vehicle at the time of the collision or accident. Provider shall also inform LGTC immediately of any incident resulting in injury to a Participant, driver or other passenger; any moving violation that occurs while delivering services under this Agreement, and any other incident involving a Participant that could result in liability to Provider or LGTC. The Provider shall file a written report with LGTC within three (3) working days of any accident, incidents, or moving violation and shall cooperate with LGTC and the Client during any ensuing investigation. Provider shall include a copy of any police reports and tickets/summons with its written report as supporting documentation.
- o) Independent Contractor. The relationship between LGTC and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship including one of employer and employee or principle and agent or joint venture or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of employment related taxes and insurance for its employees, including but not limited to workers' compensation and unemployment insurance.
- p) Liquidated Damages. Provider agrees that failure to perform services in conformance with this Agreement may cause LGTC to be damaged in amounts that will be difficult or impossible to determine. Therefore, Provider agrees that the sums set forth in Exhibit A are reasonable as liquidated damages for the specified occurrences. Provider further agrees 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. Provider shall pay to LogistiCare on demand for each such failure the liquidated damages set forth in Exhibit A.

q) Term and Termination.

- i. Term. The term of this Agreement shall be one year from the effective date set forth on the signature page. It shall be automatically renewed for up to four successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term. In addition, 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.
- ii. Minimum Trips. Provider agrees that this Agreement does not guarantee a minimum number of trips to be assigned from LGTC, and that actual trip volume can vary. Provider also agrees that in the event that no trips are assigned from LGTC that this Agreement will remain in force and that Provider will accept such occasional trips as may be assigned. If Provider is not regularly assigned trips and wishes to terminate this Agreement, then Provider must terminate this agreement by providing aforesaid notice to LGTC.
- iii. Specific Provision #1. 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. Either party exercising its rights under this provision must do so by written notice.
- iv. Specific Provision #2. Provider acknowledges that LGTC is prohibited from establishing or maintaining service agreements with a Provider who has committed fraud against a state or federal agency or has been suspended, terminated or barred from participation in the Medical Assistance Program. Provider acknowledges that LGTC is required by the Client Contract to terminate a service agreement with a Provider that habitually provides substandard performance, as determined by the Client, or with a Provider that has failed to take satisfactory corrective action within a reasonable time period not to exceed 30 days from the date of notice of the unacceptable performance. Provider acknowledges that Client reserves the right to direct LGTC to terminate any service agreement with a Provider when the Client determines it to be in the best interest its program.
- v. Specific Provision #3. 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 renegotiated with Client or its agent subsequent to the default action.

- vi. Specific Provision #4. Any provision required to be in this Agreement by California or Federal law or the Client Contract shall bind the parties hereto whether or not specifically set forth in this Agreement.
 - vii. Medicare Anti-Kickback Prohibitions. Provider and LGTC acknowledge that the arrangements contemplated by this Agreement do not violate the provisions of Medicare anti-kickback prohibitions, and that neither party will request or require the other to take any action that would violate said prohibitions.
- r) 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, such consent to 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.
- s) Additional Provisions.
- i. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of California, without giving effect to principles of conflicts of law.
 - ii. 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.
 - iii. 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 or is terminated from his or her position with the other party.
 - iv. 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, or as otherwise specifically provided for herein. Provider agrees to sign and abide by any subsequent agreements with respect to confidentiality as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. 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.

- v. 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 as appropriate, or to such other addresses as the parties may hereafter designate:

to LGTC at:

LogistiCare Solutions, LLC
1800 Phoenix Blvd, Suite 120
College Park, Georgia 30349
Attn: Chief Operations Officer

with a copy to:

*LogistiCare Solutions, LLC
4281 Katella Ave #201
Los Alamitos, CA 90720
Attn: Regional Manager*

to Provider at:

*Administrative Services Cooperative, Inc.
5129 W. Rosecrans Ave
Gardena, Ca 90249
Attn: William Rouse*

- vi. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties.
- vii. Client Amendment. This Agreement is subject to approval by the Client. In the event that the Client at any time requires modifications to this Agreement, the parties hereto 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.
- viii. 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 in an attempt to resolve the dispute. If the dispute cannot be resolved to the satisfaction of the parties 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. The provisions of this Section shall survive the termination of this Agreement.

- ix. Severability. If any provision of this Agreement is held invalid by law, rule, order or regulation of any relevant government, or by the final determination of a court of last resort, such invalidity shall not effect (a) the other provisions of this Agreement; (b) the application of such provision to any other circumstances other than that with respect to which this Agreement was found to be unenforceable, or (c) the validity or enforceability of this Agreement as a whole. The parties hereto agree to negotiate in good faith to replace any provision found to be unenforceable so that the economic effects of this Agreement for each party remain the same.
- x. 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.
- xi. 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 understanding regarding the same subject matter.

EXECUTION PAGE FOLLOWS

This Agreement is entered into and effective as of this 1 day of March, 2010,

LOGISTICARE SOLUTIONS, LLC

Date: _____

Signature: _____

Printed Name: _____

Title: _____

PROVIDER

Administrative Services Cooperative, Inc

Date: 6/21/2010

Signature: William J. Rouse

Printed Name: William J. Rouse

Title: General Manager