

Connecticut Non-emergency Medical Transportation Budget/Invoice Template

Indicate Calendar Year Budget Use:

☐ 2011 Start-Up ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☒ 2016

Personnel Expenses Scope of Work Category	CT Operations Direct Project Cost \$	Corporate Allocation \$	Total Cost	CT Operations FTE	Corporate FTE	Total FTE
Administration						
Project Manager	\$ 97,247		\$ 97,247	0.8		0.8
Other Management (specify)	\$ 109,262	\$ 82,484	\$ 191,746	1.0	0.7	1.7
Other Administration Staff	\$ 34,609		\$ 34,609	1.0		1.0
Fringe Benefits	\$ 74,649	\$ 13,875	\$ 88,524			-
			\$ -			-
Subtotal Administration	\$ 315,767	\$ 96,359	\$ 412,126	2.8	0.7	3.5

Call Center/Client Services						
Management (specify type)	\$ 88,785	\$ 7,459	\$ 96,243	1.0	0.2	1.2
Staff (specify type)	\$ 1,270,088		\$ 1,270,088	46.0		46.0
Fringe Benefits	\$ 420,699	\$ 1,255	\$ 421,953			-
FTE Reduction Salary and Benefits - 2 ATC, 1-UR Specialist, 1-Claims Processor	\$ (123,334)		\$ (123,334)			-
Subtotal Call Center	\$ 1,656,237	\$ 8,713	\$ 1,664,950	47.0	0.2	47.2

Operations: Provider Services; Network Maint.; Trip Assignment						
Management (specify type)	\$ 54,995	\$ 9,041	\$ 64,037	1.0	0.2	1.2
Staff (specify type)	\$ 1,118,220		\$ 1,118,220	37.8		37.8
Fringe Benefits	\$ 363,220	\$ 1,521	\$ 364,741			-
			\$ -			-
Subtotal Operations	\$ 1,536,436	\$ 10,562	\$ 1,546,999	38.8	0.2	39.0

Quality Management / Data Reporting						
Management (specify type)	\$ 134,257	\$ 5,418	\$ 139,675	2.0	0.1	2.1
Staff (specify type)	\$ 200,725		\$ 200,725	6.0		6.0
Fringe Benefits	\$ 103,708	\$ 911	\$ 104,620			-
			\$ -			-
Subtotal Quality Mgmt/Data Reporting	\$ 438,690	\$ 6,329	\$ 445,020	8.0	0.1	8.1

Personnel Expenses Scope of Work Category	CT Operations Direct Project Cost \$	Corporate Allocation \$	Total Cost	CT Operations FTE	Corporate FTE	Total FTE
Staff Training						
Management (specify type)	\$ -	\$ 8,742	\$ 8,742	-	0.1	0.1
Staff (specify type)	\$ 36,917		\$ 36,917	1.0		1.0
Fringe Benefits	\$ 11,429	\$ 1,471	\$ 12,900			-
			\$ -			-
Subtotal Staff Training	\$ 48,346	\$ 10,213	\$ 58,558	1.0	0.1	1.1

Data systems / IT Support						
Management (specify type)	\$ -	\$ 47,473	\$ 47,473	-	0.8	0.8
Staff (specify type)	\$ -		\$ -	-		-
Fringe Benefits	\$ -	\$ 7,986	\$ 7,986			-
			\$ -			-
Subtotal Data/IT Support	\$ -	\$ 55,459	\$ 55,459	-	0.8	0.8

Authorization; Client Status Management						
Management (specify type)	\$ 83,985	\$ -		1.0	-	
Staff (specify type)	\$ 105,102		\$ 105,102	3.0		3.0
Fringe Benefits	\$ 58,540	\$ -	\$ 58,540			-
			\$ -			-
Subtotal Auth/CSM	\$ 247,628	\$ -	\$ 163,642		-	

Claims Management						
Management (specify type)	\$ -	\$ 12,593	\$ 12,593	-	0.2	0.2
Staff (specify type)	\$ 334,124		\$ 334,124	12.0		12.0
Fringe Benefits	\$ 103,443	\$ 2,118	\$ 105,561			-
			\$ -			-
Subtotal Claims Management	\$ 437,566	\$ 14,711	\$ 452,278	12.0	0.2	12.2

Other Personnel (Other)						
Management (specify type)	\$ -	\$ 32,637	\$ 32,637	-	0.2	0.2
Staff (specify type)	\$ -		\$ -	-		-
Fringe Benefits	\$ -	\$ 5,490	\$ 5,490			-
			\$ -			-
Subtotal Other Personnel	\$ -	\$ 38,128	\$ 38,128	-	0.2	0.2

Total Personnel						
Management	\$ 568,531	\$ 205,847	\$ 690,393	6.8	2.6	8.4
Staff	\$ 3,099,785	\$ -	\$ 3,099,785	106.8	-	106.8
Fringe Benefits	\$ 1,135,688	\$ 34,627	\$ 1,170,316	-	-	-
FTE Reduction Salary and Benefits - 2 ATC, 1-UR Specialist, 1-Claims Processor	\$ (123,334)					
Fringe Benefits % of Salaries	31.0%	16.8%	30.9%			

Other Direct Costs			
Connecticut Occupancy Cost			
Lease or Rental	\$ 446,393	\$ 14,062	\$ 460,456
Facility	\$ 10,805	\$ 281	\$ 11,086
Fixtures and Furniture (depreciable assets)	\$ 8,544	\$ 1,200	\$ 9,744
Utility - included in rent	\$ -	\$ 2,020	\$ 2,020
Maintenance and Repair	\$ 19,671	\$ 2,210	\$ 21,881
Janitorial	\$ -	\$ 907	\$ 907
Subtotal Occupancy Expenses	\$ 485,413	\$ 20,680	\$ 506,093

Office Support Expenses			
Office Supplies	\$ 76,252	\$ 7,477	\$ 83,729
Office Equipment	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -
Postage/Freight	\$ 125,150	\$ -	\$ 125,150
Other: Adjustment for Office	\$ -	\$ -	\$ -
Subtotal Office Support	\$ 201,402	\$ 7,477	\$ 208,879

Processing Expenses			
Telephone/Telecommunications	\$ -	\$ -	\$ -
Consulting Fees	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -
Offsite Tape Vaulting	\$ -	\$ -	\$ -

Other	\$ -	\$ -	\$ -
Subtotal Processing	\$ -	\$ -	\$ -

Equipment			
Computer/IT Equipment (depreciable assets)	\$ 59,192	\$ 8,315	\$ 67,507
Computer/IT Equip. Repair/Main.	\$ -	\$ 17,011	\$ 17,011
Copy Equipment	\$ 57,893	\$ 3,210	\$ 61,104
Copy Equip. Repair/Main.	\$ -	\$ -	\$ -
Telecom Equipment (depreciable assets)	\$ 13,440	\$ 1,888	\$ 15,328
Telecom Usage	\$ 379,309	\$ 7,146	\$ 386,455
Telecom Repair/Main.	\$ -	\$ 531	\$ 531
Other Equipment (specify)	\$ 21,779	\$ 485	\$ 22,263
Other Equip. Repair/Main.	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -
Subtotal Equipment	\$ 531,613	\$ 38,586	\$ 570,199

Software Expenses			
Software Expenses	\$ -	\$ -	\$ -
Software Maintenance	\$ -	\$ -	\$ -
Subtotal Software	\$ -	\$ -	\$ -

Administrative Expenses			
Reduction due to reduction of 4 FTEs	\$ (26,073)	\$ -	\$ (26,073)
Travel and Related Costs	\$ 32,975	\$ 27,048	\$ 60,023
Business Meetings	\$ -	\$ -	\$ -
Staff Training	\$ 8,387	\$ 10,147	\$ 18,534
Professional Fees	\$ -	\$ -	\$ -
Consulting and Outside Services	\$ -	\$ 28,020	\$ 28,020
Legal	\$ 126,851	\$ 14,346	\$ 141,197
Audit/Accounting	\$ 45,020	\$ 6,422	\$ 51,442
Advertising	\$ -	\$ 1,248	\$ 1,248
Insurance	\$ 7,879	\$ 20,697	\$ 28,575
Taxes	\$ 3,724	\$ 1,386	\$ 5,110
Licenses	\$ 47	\$ 55	\$ 102
Other (specify)	\$ 112,538	\$ 3,392	\$ 115,930
Subtotal Administrative	\$ 311,347	\$ 112,761	\$ 424,108

Total Other Direct Expense	\$ 1,529,775	\$ 179,504	\$ 1,709,279
Total Personnel and Other Direct Expenses	\$ 6,210,446	\$ 419,978	\$ 6,630,424
Corporate Allocation (additional allocation not otherwise reflected above)			\$ -

Profit 7.5%					
Grand Total Expenses	\$ 6,210,446	\$ 419,978	\$ 6,630,424		
Note: Grand Total does not include Profit					
Annual Overall Change	Year 2	Year 3	Year 4	Year 5	
Total Cost	\$ 5,791,110	\$ 6,043,481	\$ 6,331,817	\$ 6,630,424	
% + (-)		4.4%	4.8%	4.7%	
\$ increase/(decrease)		\$ 252,371	\$ 288,336	\$ 298,607	

EXHIBIT F
BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONNECTICUT DEPARTMENT OF SOCIAL SERVICES AND
LOGISTICARE SOLUTIONS, LLC

Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).

¹ The effective date of the HITECH Act is February 17, 2010.

- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the

parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

- (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach.

- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those

purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any

statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.



Corporate Office

1275 Peachtree Street, Suite 600, Atlanta, Georgia 30309

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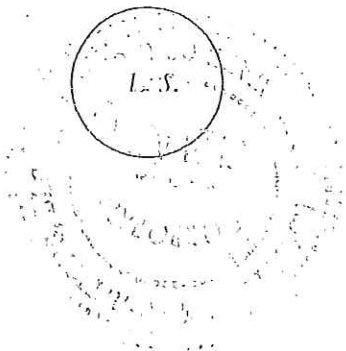
www.logisticare.com

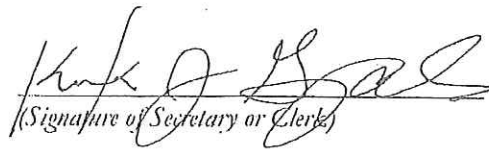
RESOLUTION

I, Kirk J. Gonzales, Assistant Secretary of LogistiCare Solutions, LLC, a Delaware Limited Liability Company (the "Contractor"), do hereby certify that the following is a true and correct copy of two resolutions duly adopted at meetings of the Governing Body of the Contractor duly held and convened respectively on the 28th day of May 2004, and again on the 25th day of September 2007 at which meetings a duly constituted quorum of the Governing Body was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED that the Chief Administrative Officer, *Albert Cortina*, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut and to affix the corporate seal.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this 14th day of November 2012.




(Signature of Secretary or Clerk)

