



| D.C. PRIVATE INVESTIGATIONS & SECURITY CONSULTANTS |

| OFFICE: 1045 W 6th St, Pueblo, CO 81003 |

| PHONE: 719-696-9516 |

| EMAIL: dan@dancorsentino.com |

CONTRACT

THIS AGREEMENT is between **D.C. PRIVATE INVESTIGATIONS AND SECURITY CONSULTANTS, LLC**, herein referred to as the COMPANY, with the operation of business being conducted at **1045 W 6th ST, PUEBLO, COLORADO 81003**,

& Huerfano County Hospital District d/b/a Spanish Peaks Regional Health Center and Spanish Peaks Veterans Community Living Center, herein referred to as CLIENT, located at the address below:

23500 U.S. Hwy. 160, Walsenburg, CO. 81089

WHEREAS the CLIENT requests certain services of patient/resident transportation, and whereas the COMPANY has the capability to transport patients/residents. The following agreement is mutually consented to by both parties.

NOW THEREFORE IT IS AGREED THAT:

1. The COMPANY shall be available to receive calls for service from the CLIENT to transport patients/residents from Spanish Peaks Regional Health Center and Spanish Peaks Veterans Community Living Center Between the hours of 6:00 am through 11:59 pm, seven (7) days a week.
2. The COMPANY shall be available for emergency transportation between the hours of 12:00 am (Midnight) through 6:00 am, with proper two-hour notification, to pick up patient/residents to start transport to designated location.
3. The COMPANY shall be available to transport patients/residents to predetermined locations on holidays with an agreed upon increase in payment for emergency delivery.

4. COMPANY STAFF:

4.1 Credentials: The COMPANY shall provide drivers who possess a Colorado Driver's License, or a Driver's License verified from another state, that have successfully completed a driver's training course from the American Driving Academy.

4.1.1 The COMPANY shall ensure that each driver has satisfactory communication skills, is aware of issues of diversity, is sensitive to any disability issues, and has been trained on verbal de-escalation. In addition, all drivers will be certified in basic First Aid and CPR.

4.2 Equipment Required: The COMPANY shall provide a vehicle that meets state and county standards and complies with the Code of Colorado Regulations for Health Facilities and Emergency Medical Division.

4.2.1 The COMPANY will provide within the vehicle an internal camera and driver body camera to record video and audio the beginning through the conclusion of



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each trip to ensure the safety for patient/resident and driver, a fire extinguisher, tracking device, and first aid kit.

4.2.2 The driver may or may not be armed, depending on each transport.

4.3 Background Checks: COMPANY shall conduct comprehensive background investigations into all COMPANY employees providing any of the services to CLIENT.

5. TERM:

5.1 Initial Term: This Agreement shall commence on the execution date and be for one (1) calendar year. Thereafter, this agreement shall renew for successive one (1) year terms unless written notice of non-renewal is provided at least fifteen (15) days before the term expires.

5.2 Termination of Services: This Agreement may be terminated by either party, without cause, upon a fifteen (15) day written notice to the other party.

6. COMPENSATION:

6.1 Fees: For all transport one way, the fee will have a base rate of \$262.66. In addition, there will be a mileage rate of \$6.28, based upon the Medicaid rate nationwide, and will encompass all transportation from the point of origin to the destination location.

6.2 Holiday Transport Compensation: For all transport services performed on Federal National holidays, the rate will increase to \$350 flat fee and \$8.00 per mile one way.

6.3 Billing Schedule: CLIENT shall be invoiced bi-weekly, and payment shall be due within fifteen (15) days of invoicing.

6.4 Yearly Economic Increases: This contract shall be reviewed annually for any modification based on economic increases.

7. INSURANCE: COMPANY is insured by a two-million-dollar general liability insurance policy against any claims for liability by Kinsale Insurance, LLC. COMPANY is insured by Progressive Auto Insurance for maximum claims in Colorado.

8. LICENSES: COMPANY is licensed the city of Walsenburg and Huerfano County, Pueblo County the City of Pueblo, El Paso County the City of Colorado Springs, Denver City County, and specific counties in the Denver metro area.

9. INDEMNIFICATION BY COMPANY: COMPANY shall defend, indemnify, and hold harmless CLIENT and its directors, officers, employees, and agents from and against all allegations, claims, action, suits, demands, damages, liabilities, obligations, losses, costs, and expenses, including reasonable attorney fees and costs arising out of any negligent act or omission of COMPANY.

10. DISPUTES: Any dispute that may arise between the COMPANY and CLIENT shall be first identified in writing by the parties and submitted by the party alleging or making a



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claim within five (5) business days. Subsequently, a date will be set for discussion between the CEO of the COMPANY and the CEO of the CLIENT to resolve any issues. Should there not be a resolution to the issues involved and attorneys are retained in the matter, the next course for problem resolution will be mediation with an agreed upon mediator by both parties to which each party will share the hourly cost of the mediator selected. In the case where mediation fails and the case is filed in a county, state, or federal court, any and all fees will be paid by the respective parties unless state law dictates otherwise.

10.1 Arbitration: Any controversy arising out of this agreement or the business relationship between the parties shall be settled by binding arbitration. Any party may demand arbitration by serving upon the other a written demand for arbitration. Thereafter, within thirty days the parties shall agree upon a single person to act as arbitrator. In the event of failure to agree either party may petition a court of competent jurisdiction for the appointment of the arbitrator. Neither party, without the consent of the other party, shall select or seek appointment as an Arbitrator or to conduct the arbitration, the American Arbitration Association or the Judicial Arbitrator Group, Inc. (JAG). The arbitration shall occur in the County of Huerfano, State of Colorado. The parties each waive any right to trial by court or by jury for any dispute arising under this agreement or the relationship between them. The parties shall each share equally in the costs of the arbitrator. The arbitrator may award to the prevailing party attorney fees and costs including the cost of the arbitrator, discovery and depositions as part of any arbitration award. The arbitrator shall not have authority to enter any award for punitive or exemplary damages. Each party waives any claim for any award of exemplary or punitive damages. The arbitrator shall have the authority to determine the issues to be arbitrated. The provisions of this arbitration agreement are severable and if any provision is found to be invalid, the arbitration agreement shall be interpreted and enforceable excluding any such invalid provision. This Arbitration provision shall survive termination of the agreement.

11. INDEPENDENT CONTRACTOR: It is expressly acknowledged by the parties here to that COMPANY is an independent contractor with respect to CLIENT and nothing in this Agreement is intended nor shall be construed to create between COMPANY and CLIENT an employer/employee relationship, a joint venture relationship, or a lease or landlord-tenant relationship, or to allow the CLIENT to exercise control or direction over the manner or method by which COMPANY provides the services that are the subject matter of this agreement; provided, always, that the services to be provided hereunder by COMPANY shall be provided in a manner consistent with the professional standards governing such services and the provisions of this agreement. COMPANY is free from control and direction in the performance of the services hereunder and is customarily engaged in the independent business related to the services performed. CLIENT does not require that the COMPANY perform such services exclusively for CLIENT. CLIENT will not oversee the actual work or instruct COMPANY as to how the work will be performed. COMPANY and its employees shall not be eligible to participate in CLIENT benefit plans such as



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health, dental, and disability insurance, or any other benefits.

12. SCOPE OF SERVICE: COMPANY services include the following, but may not be limited to, based upon company policy, driver discretion, and unforeseen events to include emergencies:

- Licensed driver, upon receiving notification for client transport, will drive to designated location in Walsenburg, Colorado, to pick up patient/resident.
- The driver shall be equipped with a body camera that will be continuously recording audio and video from the beginning of transport until the patient/resident has been fully received to the destination with authorized sign over.
- Driver will inform client of the rules of the vehicle
- Driver shall only receive patients/residents above the age of fourteen (14) with medical clearance and proper documentation for transport.
- Patient/resident may be subject to a weapon search, based upon threat level known or unknown.
- Driver shall direct patient/resident to right rear passenger side of the vehicle and ensure patient/resident is properly seated with safety belt activated.
- In rare instances, patient/resident will be placed in front passenger seat if patient/resident is concerned about becoming car sick, claustrophobic, or any other medical concern.
- Driver shall document in writing starting mileage from origination point in Walsenburg and confirm starting mileage on Connect Teams Software for verification.
- The driver will begin his/her route to destination, obeying and in compliance with Colorado driving laws.
- In the event of a medical emergency, driver will reroute patient/resident to nearest emergency care facility and notify all interested parties. 911 will be notified in event, if necessary.
- In the event that patient/resident needs restroom facilities, it will be at the discretion of the driver to locate the first available restroom for the patient/resident.
- Driver shall escort patient/resident inside facility, wait, and escort patient/resident back to vehicle to ensure patient/resident safety and security.
- Driver shall continue the route to designated location.
- Upon arrival at final destination, the driver shall escort the patient/resident to point of entry for acceptance, and ensure patient/resident has arrived safely.
- Upon patient/resident's acceptance at receiving facility, driver shall receive written acceptance from healthcare facility.
- Driver shall notify supervisor that transport is complete and that they are returning to main office after receiving acceptance signature.

13. Client Expectations:



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Notify the COMPANY for transport within a reasonable period of time. (Reasonable being two to three hours before expected transportation)

- Present to COMPANY nonviolent patients/residents who pose no threat and/or minimal threat to driver.
- COMPANY will ask CLIENT to perform a weapons search to patient/resident prior to transportation with the observation of assigned COMPANY driver.
- Ensure healthcare facility destination is prepared to receive patient/resident.
- Prior to departure, CLIENT shall have case worker sign COMPANY transfer document of patient/resident from Spanish Peaks to COMPANY driver.
- Ensure patient/resident is aware of rules of transportation.
- Within HIPPA's provision for coordination of care or Healthcare Operations, CLIENT will inform COMPANY of any potential medical issues related to safe transport of the patient/resident.
- CLIENT must be available for any and all communications between driver or COMPANY during transportation.



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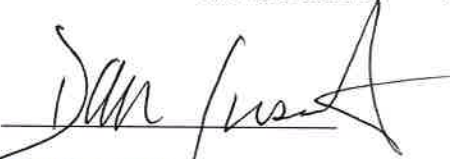
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Monitoring and security measures are conducted


DATED this _____ day of _____, 2024

By signing and dating this document you are agreeing to the terms and conditions of this contract and will also receive a yearly updated contract. The term of this contract begins on the date above. Subsequently, this contract will end on _____ of 20___. At that time, the contract will be up for renewal.

*D.C. PRIVATE INVESTIGATIONS
AND SECURITY CONSULTANTS LLC:*



Dan Corsentino



Date

(DESIGNEE)

Date

CLIENT:

(DESIGNEE)

Date