

TRANSPORTATION PROVIDER AGREEMENT

THIS TRANSPORTATION PROVIDER AGREEMENT (“**Agreement**”) is made and entered into as of [REDACTED], (the “**Effective Date**”) by and between **EpicMD Technologies, LLC dba Alivi NEMT Network**, a Florida limited liability company (“**EPICMD**”) and the transportation provider noted on the signature page below (“**Transportation Provider**”).

WHEREAS, EPICMD is engaged in the business of arranging for and managing non-emergency medical transportation (NEMT) services to or on behalf of Clients (defined below); and

WHEREAS, Transportation Provider is a transportation service company and is capable of and desires to provide services as described herein as an independent contractor;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein set forth, the parties, intending to be legally bound, agree as follows:

1. **Definitions.** As used herein, the following terms shall, unless the context otherwise requires, have the following meanings ascribed to them:

“Affiliate” means with respect to any Party, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, “control” means the direct or indirect ownership of fifty one percent (51%) or more of the outstanding capital stock or other equity interests having ordinary voting power, provided, however, Affiliate (as to Transportation Provider) shall not include any person that competes with EPICMD.

“Client” means an EPICMD customer that has entered into a Coverage Agreement including health plans, health maintenance organizations, hospital-physician organizations or other licensed managed health care companies.

“Confidential Information” means any information that is disclosed by EPICMD or Transportation Provider (the “Disclosing Party”) to the other (the “Receiving Party”) and that is not generally known by or disclosed to the public or reasonably could be deemed confidential. Confidential Information shall include any and all Personal Information, defined as any information that is or includes personally identifiable information, including but not limited to, name, address and any unique personal identification number. Confidential Information also includes but is not limited to: (i) trade secrets, inventions, patents and pending patents, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, customers and individual members of any managed health care company or organization with which the EPICMD is contracted; (iii) information acquired during any facilities tours; (iv) any portions of summaries, notes, reports or analyses or other documents created by the Receiving Party that refer to, discuss, constitute, or embody all or any portion of Confidential Information. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a Receiving Party at the time of receipt from the Disclosing Party, provided such knowledge or possession was not the result of a violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by Disclosing Party or subsequently becomes publicly available through no fault of the Receiving Party; (c) rightfully obtained by a Receiving Party from any third party having a right to disclose such information without breach of any confidentiality obligation by such third party; or (d) developed by a Receiving Party independent of any disclosure hereunder.

“Coverage Agreement” means an agreement entered into by EPICMD and Client entitling Covered Persons to Contracted Services.

“Covered Person” means any individual entitled to Contracted Services under the terms of one or more Coverage Agreements; referred to as ‘Members’.

"Contracted Service" means any medical transportation service that EPICMD is obligated to arrange for Covered Persons through independent contractors like Transportation Provider pursuant to a Coverage Agreement.

"Laws" means any federal, state, local, municipal or foreign constitution, treaty, statute, ordinance, code, rule or regulation, or any governmental order, or any license, franchise, consent, approval, permit or similar right granted by any governmental authority under any of the foregoing.

"Non-Emergency" medical transportation services means transportation services for routine appointments to clinics, physician's offices, outpatient facilities, hospitals and other medically necessary services.

"Service Area" means the areas in which Transportation Provider will provide transportation services which initially comprises the county(ies) of **Levy, Gilchrist, Alachua** which may be amended from time to time as the Parties agree.

"Transportation Provider Standards" means the most current version of the EPICMD's Transportation Provider Standards which details EPICMD's policies and procedures or driver and vehicle credentialing as published on EPICMD's Transportation Provider portal.

"Trip" means one-way transportation from point of pick-up to destination drop off.

2. Services

2.1 Transportation Provider agrees to provide the Contracted Services specifically outlined in **Exhibit A** hereto for Covered Persons in Transportation Provider's approved Service Area in accordance with the terms and conditions of this Agreement.

2.2 Transportation Provider shall provide EPICMD with all necessary requested data in Transportation Provider's possession as may be required in order for EPICMD to comply with all Laws, and the regulations of the Utilization Review Accreditation Committee (URAC) or equivalent agency.

2.3 Transportation Provider will allow and facilitate inspections, auditing, monitoring, and duplication of records (collectively the "Audit") at no charge, of any and all data, billing reports, trip/log sheets, vouchers and other records maintained by Transportation Provider concerning this Agreement and Member trips, by agents of EPICMD or Clients or State or Federal government officials during normal business hours. Such Audit by State or Federal officials may be conducted unannounced without notice and otherwise upon not less than three business days prior notice, which is a requirement imposed on EPICMD by Clients, State, and the Federal Government. The failure of Transportation Provider to allow the same will automatically entitle EPICMD to terminate this Agreement at EPICMD's discretion.

2.4 Transportation Provider agrees to provide a sufficient staff of appropriately trained and licensed drivers meeting all applicable Laws to perform the Contracted Services.

2.5 Transportation Provider agrees to provide Contracted Services in vehicles that meet the requirements of the Americans with Disabilities Act of 1990 (ADA), and all other applicable Laws.

2.6 Transportation Provider has sole discretion whether or not to accept trips referred to Transportation Provider by EPICMD.

2.7 Transportation Provider understands that this Agreement does not guarantee or ensure Transportation Provider any minimum number of trips and that actual trip volume may vary.

2.8 Transportation Provider understands and agrees that any complaints or grievances received by EPICMD with respect to the provision of Transportation Provider services will be forwarded to Transportation Provider for immediate attention and response. Any problem(s) related to the service shall be promptly resolved. Transportation Provider agrees to

cooperate with any investigation of any complaints or grievances and provide EPICMD with the information necessary to help resolve grievances or inquiries with respect to Transportation Provider's services.

2.9 Transportation Provider must immediately report to EPICMD any change in Transportation Provider's address, e-mail address, phone number and/or fax number, or federal tax ID number.

2.10 Pursuant to HIPPA and similar laws, Transportation Provider must not inquire as to the nature of a Member's illness or medical services received, except in the following instances:

2.10.1 Transportation Provider needs to know such information due to medical necessity relating to appropriate transportation.

2.10.2 The Member becomes ill during the course of the trip and acquiring such information is considered pertinent to assuring the Member's safety and well-being.

2.11 If a Member is delayed due to late pick-up or drop-off by Transportation Provider and cannot be seen at appointment, Transportation Provider will not be compensated for trip and is required to transport the Member back to original pick up point home at no cost.

2.12 Transportation Provider understands that all trips, including recurring trips are subject to change even after they are initially referred to the Transportation Provider and the Transportation Provider has accepted the referral.

2.13 Transportation Provider must immediately report to EPICMD any known or suspected fraud or willful abuse of EPICMD services by a Member.

2.14 Children under 18 years of age, or as otherwise required by state laws, must be accompanied by a parent, guardian or attendant unless otherwise agreed by the parties. Transportation Provider agrees to attach consent to trip/log sheet.

2.15 If the Transportation Provider determines a referred trip cannot be performed due to unsafe driving conditions during inclement weather, the Transportation Provider must immediately contact both the Member and EPICMD to advise of the cancellation of the referred trip.

2.16 Transportation Provider understands that subcontracting with other transportation network companies for EPICMD services is prohibited. However, Transportation Provider is free to contract with other transportation brokers as Transportation Provider sees fit, and nothing in this Agreement should be construed as limiting Transportation Provider's freedom to contract with other NEMT brokers.

2.17 Transportation Provider agrees to comply with the Transportation Provider Standards and cooperate fully at all times with EPICMD in the implementation of all Client policies, protocols and procedures promulgated by the Client.

2.18 All Contracted Services shall be consistent with and comply with any contractual obligations between EPICMD and any Clients of which Transportation Provider is advised of from time to time.

2.19 Transportation Provider shall, and obligate its drivers to, comply and cooperate with all applicable Client policies, procedures, rules, and regulations in accordance with agreements between Clients and EPICMD.

3. Vehicle Guidelines

All vehicles in use for Contracted Services must meet all Laws and comply with all requirements specified in the Transportation Provider Standards and no vehicle may perform transportation services for EPICMD until the vehicle has

been fully credentialed and approved by EPICMD pursuant to the criteria set forth therein. All vehicles in use for Contracted Services must be covered under Transportation Provider's applicable insurance policies as set forth in Section 9 below.

4. Driver Credentialing & Training Policies

4.1 Transportation Provider drivers ("driver[s]") must comply with the standards and guidelines set forth in the Transportation Provider Standards. All training documentation must be maintained by the Transportation Provider in the individual driver's file. It is the Transportation Provider's responsibility as an independent contractor to make sure that all of their drivers meet the qualifications required under applicable state law, and in addition have successfully undertaken the training set forth in the Transportation Provider Standards.

4.2 If EPICMD or the Transportation Provider has reasonable suspicion of a driver or attendant to be under the influence of alcohol or drugs, the Transportation Provider must immediately remove the driver or attendant from EPICMD service and submit the driver or attendant to an alcohol and/or drug screening at the Transportation Provider's expense.

4.3 Alivi is tasked by its Clients to ensure that all trips referred by Alivi are performed by companies that hire properly credentialed drivers. Pursuant to the requirements imposed on Alivi by these other entities, no driver may undertake trips referred by EPICMD to Transportation Provider until the driver has been fully credentialed and approved by EPICMD pursuant to the criteria set forth in the Transportation Provider Standards.

4.4 Transportation Provider agrees to provide access to and copies of all documentation in the driver's file to EPICMD.

4.5 EPICMD reserves the right to 1) reject any driver application to become a credentialed driver for transportation services referred to Transportation Provider by EPICMD and 2) prohibit Transportation Provider from allowing any credentialed drivers from perform contracted transportation services referred to Transportation Provider by EPICMD either temporarily or permanently for safety reasons, when such action is requested by a Client or for other reasons of good cause within EPICMD's sole discretion. Notwithstanding this reservation of rights, Transportation Provider acknowledges and agrees that it, and not EPICMD, is responsible for conducting an appropriate and reasonable investigation of all potential drivers, attendants, and personnel and ensuring all drivers, attendants, and personnel are appropriately trained and supervised.

4.6 EPICMD shall not be deemed to have provided any education or training of Transportation Provider, its drivers or other personnel, and Alivi does not have any responsibility to provide any education or training to Transportation Provider, its drivers, or personnel. It is the sole responsibility of Transportation Provider, as an independent contractor, to provide all necessary education and training of its drivers and other personnel to comply with all applicable Laws and regulations, and the terms and conditions of this Agreement, and to provide safe and secure transportation of all transported passengers.

5. Term & Termination

5.1 **Term.** The term of this Agreement will commence on the Effective Date and will terminate on the twenty fourth (24) month anniversary of the Effective Date. The term will automatically renew for successive twelve (12) month periods unless either party gives notice of non-renewal at least ninety (90) days prior to expiration of the then term. This Agreement will also terminate in accordance with the provisions below.

5.2 **Termination for Breach.** Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within fifteen (15) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter).

5.3 Termination by EPICMD. EPICMD may terminate this Agreement at any time with immediate effect if Transportation Provider is in breach of the BAA (defined below) or if EPICMD is otherwise required by Laws to terminate this Agreement or as otherwise provided herein.

5.4 Termination for Convenience. Either party may terminate this Agreement for any reason upon forty five (45) days prior written notice.

5.5 Effect of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties hereunder shall cease and each party shall promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information (defined below) and all information, records and materials developed therefrom; provided that termination shall have no effect upon the rights and obligations of the parties arising out of any services performed prior to the effective date of such termination.

5.6 Survival. The following provisions will survive the termination or expiration of this Agreement: Sections 5.5, 6 (to extent fees remain owing), 9, and 10 through 14.

6. Fees

6.1 In exchange for the successful completion of referred Trips, EPICMD will pay to Transportation Provider the fees set forth in **Exhibit B** hereto. Transportation Provider must enter Trip data for each Trip on the EpicRide portal within ten (10) days of the Trip completion in order to be paid. EPICMD will not pay for Trips when data is not entered within such period. EPICMD will pay all fees for Trips with completed Trip data within thirty (30) days following the date of the Trip. In the event EPICMD disputes any invoiced amount, EPICMD will notify Transportation Provider in writing of the dispute. The parties will use their good faith best efforts to resolve such payment dispute within thirty (30) days. No interest will accrue on disputed amounts.

6.2 Transportation Provider agrees that it will not be paid for any Trip that lacks required documentation. This includes requests for payment of Trips to and from adult activity/day care centers on days not authorized by EPICMD.

6.3 Transportation Provider agrees that it will look solely to EPICMD for payment for Trips completed. In no event, including but not limited to, non-payment by EPICMD or Client, may Transportation Provider bill, charge, or otherwise seek compensation from a Client or a Covered Person to whom Transportation Provider rendered services.

6.4 This section does not prohibit Transportation Provider from collecting a copayment or other fee where authorized by EPICMD, provided however, Transportation Provider agrees and acknowledges that in all such circumstances Transportation Provider shall comply with 42 CFR 422.504 (g)(1)(iii) as follows. For all Medicare Advantage (MA) organizations with enrollees ('Members') eligible for both Medicare and Medicaid, such enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. The Parties shall not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. The Transportation Provider will (A) accept the MA plan payment as payment in full, or (B) subject to approval of EPICMD bill the appropriate State source.

6.5 Transportation Provider is required to provide its Federal Employer Identification Number (FEIN) to EPICMD and such information may then be shared with Clients. By Transportation Provider's signature on this Agreement, Transportation Provider hereby certifies that the FEIN provided is true and accurate. If this information changes, Transportation Provider is required to provide EPICMD with the new FEIN within five (5) days.

6.6 Transportation Provider shall refund to EPICMD any and all sums paid to Transportation Provider to which Transportation Provider was not entitled whether such sums were paid directly by EPICMD or by a Client. Such refunds shall take the form of cash payments or at EPICMD's sole discretion setoffs against amounts owed to Transportation Provider by EPICMD.

7. Representations & Warranties

7.1 Program Exclusion. Transportation Provider represents that Transportation Provider and its affiliates (including, without limitation, any person controlling or under common control with Transportation Provider or in which Transportation Provider has a 5% or more ownership interest), and their respective employees, officers, directors, representatives, and Subcontractors providing Services to Company under this Agreement have not been debarred, suspended or otherwise excluded from participating in: (i) procurement activities under the Federal Acquisition Regulation, or (ii) non-procurement activities under regulations or guidelines implementing or issued under Executive Order No. 12549. Transportation Provider also represents that neither Transportation Provider nor its affiliates, nor any of their respective employees, officers, directors representatives and subcontractors providing services to EPICMD under this Agreement: (i) has been or is excluded from Medicare, Medicaid or another federal health care program participation under Sections 1128 or 1128A of the Social Security Act for, among other things, the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual, (ii) has been or is excluded, disqualified, debarred, suspended or proposed for debarment by the General Services Administration, the Department of Health and Human Services Office of the Inspector General, or other or successor federal or state agency from participation in federal or state health care programs or government procurement or nonprocurement activities or programs, (iii) has been or is discharged or suspended from doing business with any state; (iv) has been convicted of certain crimes described in Section 1128(b)(8) of the Social Security Act or has a contractual relationship (direct or indirect) with an individual or entity that has been convicted of such crimes. Transportation Provider shall notify EPICMD in writing immediately upon it having knowledge of any investigation, proposal, or action that may result in such an exclusion, disqualification, debarment or suspension of it or any of its affiliates or their respective employees, officers, directors, representatives, including any subcontractors providing services under this Agreement, and shall immediately cease using any such person in connection with this Agreement. Upon receipt of such notice or within a reasonable time thereafter, EPICMD may terminate this Agreement by giving written notice thereof to Transportation Provider if EPICMD determines that such termination is legally necessary in order to comply with applicable federal or state law.

7.2 Transportation Provider shall only employ or contract with U.S. based individuals who may legally work in the United States (U.S.) - either U.S. citizens or foreign citizens who are authorized to work in the U.S. Transportation Provider shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees or contractors hired or retained by the Transportation Provider during the term of this Agreement. In addition, prior to hire or retention and monthly thereafter, Transportation Provider shall ensure that all employees or contractors, whether individuals or entities, are subject to background checks to ensure they are not excluded from participating with government programs. Verification must be performed using the Office of Inspector General's List of Excluded Individuals and Entities found at <https://exclusions.oig.hhs.gov/>, and the System for Award Management (SAM) found at www.sam.gov.

7.3 Transportation Provider shall give immediate notice to EPICMD of: (i) any criminal investigation or proceeding against Transportation Provider; (ii) any convictions of Transportation Provider for crimes involving moral turpitude or felonies; (iii) any civil claim or demand asserted against Transportation Provider arising from services rendered by Transportation Provider under this Agreement, (iv) any investigative or disciplinary action initiated by any regulatory body against Transportation Provider, (v) Transportation Provider being suspended or barred from participation in state or federal programs as a result of being sanctioned and placed on an excluded party list, (vi) any suspension, disenrollment, revocation, condition, expiration or other restriction of any licensure, certification or accreditation of Transportation Provider to provide Contracted Services, (vii) any adverse incident or action concerning or brought against Transportation Provider that is related to the provision of Contracted Services; and (viii) any settlement or judgment related to Contracted Services provided under this Agreement or any of the foregoing or any other occurrence that could reasonably be expected to impair the ability of Transportation Provider to perform under this Agreement. As used under this Section 7.3 "Transportation Provider" includes owners, officers, directors, or any personnel of Transportation Provider and drivers employed or contracted by Transportation Provider.

7.4 Non Discrimination. Transportation Provider shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment

qualified protected veterans and individuals with disabilities. Transportation Provider warrants and represents not to differentiate or discriminate in the treatment of Covered Persons because of sex, marital status, age, race, color, national origin, ancestry, religion, disability, medical condition, height weight, veteran status, sexual orientation, political affiliation, economic status, or any other basis prohibited by law, and Transportation Provider will render services to Covered Persons in the same manner and in accord with the same standards as offered to other persons.

7.5 Compliance Program and Anti-Fraud Initiatives. Transportation Provider will institute, operate and maintain an effective compliance program to detect, correct and prevent the incidence of non-compliance with CMS requirements and the incidence of fraud, waste and abuse (“FWA”) relating to the provision of services under the Agreement as more particularly set forth in the Transportation Provider Standards. Such compliance program will be appropriate to Transportation Provider’s organization and operations.

7.6 Conflicts of Interest. Transportation Provider shall report to EPICMD any (i) transactions that Transportation Provider engages in with any entity in which Transportation Provider has a financial interest and that relates to Transportation Provider’s obligations under this Agreement, and (ii) any transactions that any subcontractor of Transportation Provider, or any immediate family member thereof, has with any entity in which such subcontractor or immediate family member has a financial interest and that relates to such subcontractor’s director indirect obligations under this Agreement.

7.7 Litigation Assistance. Transportation Provider shall use commercially reasonable efforts to make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Agreement, available to EPICMD or Client, at EPICMD’s or Client’s expense, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against EPICMD or Client, their respective directors, officers or employees based upon claimed violation of contract or laws, each as related to this Agreement.

7.8 Federal Fund Obligations. Transportation Provider understands and agrees that certain payments made hereunder are from Federal or State governments. The Provider further agrees it will execute a Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts if its payments will equal or exceed \$25,000 in federal monies. Transportation Provider shall certify, as set forth on **Appendix A**, compliance regarding any such activities.

7.9 Certification Regarding Lobbying. Transportation Provider shall certify, as set forth on **Appendix B**, compliance regarding any lobbying activities.

7.10 Medicare & Medicaid Addendum. Transportation Provider agrees that it has read, and agrees to be bound, by the Medicare and Medicaid addendums made available at www.alivi.com/legal. Transportation Provider agrees to be bound by and subject to all terms and conditions of contracts between EPICMD or Client and any governmental authority which contracts pertain to Medicare or Medicaid.

9. HIPAA Compliance.

Transportation Provider acknowledges that in providing the services herein, it will be acting as a Business Associate under HIPAA. Transportation Provider shall comply and shall ensure that all drivers shall comply at all times with the Business Associate Agreement (“BAA”) attached to this Services Agreement as **Appendix C** and which terms and conditions are incorporated herein.

9. Insurance

9.1 Transportation Provider shall maintain in force during the Term, at its own expense, at least the following insurance coverages or greater as required under Laws:

Workers' Compensation	In accordance with state statutory laws.
Commercial General Liability	General Liability, compliant with all state and federal regulatory agencies including FTA and DOT.
Commercial Auto Liability	A minimum \$300,000 of auto liability insurance which meets or exceeds the state/local and Federal minimums for the vehicles being operated and meets requirements of regulatory agencies.

9.2 All policies maintained shall be written as primary policies not contributing with and not supplemental to coverage EPICMD may carry and will contain a waiver of subrogation against EPICMD and its insurance carrier(s) with respect to all obligations assumed by Transportation Provider under this Agreement. Insurance is to be placed with insurers reasonably acceptable to EPICMD. The fact that Transportation Provider has obtained the insurance required hereunder shall in no manner lessen or otherwise affect Transportation Provider's other obligations or liabilities set forth in this Services Agreement. EPICMD shall be named as an additional insured on the said policies.

9.3 Certificates of insurance will be delivered to EPICMD prior to commencement of any Contracted Services, and at any time thereafter upon request. EPICMD shall be named as an additional insured on the policies. All policies shall provide that EPICMD will be given at least thirty (30) days advance notice of cancellation for any reason. Transportation Provider must notify EPICMD immediately in the event the insurance coverage is modified or terminated. The insurance company is authorized to provide EPICMD any information as pertains to the above insurance including but not limited to vehicle and driver schedules.

10. **Indemnification & Liquidated Damages.**

10.1 Transportation Provider agrees to defend, indemnify, and hold harmless EPICMD and Client and their respective directors, officers, employees, and agents from and against any and all liability, loss, damage, suit, action or legal proceeding of any kind, including without limitation those arising out of or relating to any alleged actions or inactions by Transportation Provider or any of Transportation Provider's drivers, employees, agents or subcontractors, arising out of or in connection with (a) any act or omission or misconduct of Transportation Provider or any driver in the performance of this Agreement, or (b) Transportation Provider's failure to comply with any provision of this Agreement or the BAA; together with reasonable attorneys' fees incurred in connection with any of the foregoing. Transportation Provider shall, at EPICMD's option and Transportation Provider's expense, intervene in or defend any such proceedings upon notice from EPICMD with counsel acceptable to EPICMD. EPICMD agrees to cooperate reasonably in the defense of any such proceedings at Transportation Provider's expense. Transportation Provider shall not settle any such proceeding without EPICMD's prior written consent not to be unreasonably withheld. The Transportation Provider is entitled to sovereign immunity protections under applicable Florida law. Accordingly, the Transportation Provider's obligations under this Section 10, including any duty to defend, indemnify, hold harmless, or pay liquidated damages, are expressly subject to and limited by the doctrine and limits of sovereign immunity as provided by applicable Florida law, and only to the extent such obligations are permitted by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or as consent by the Transportation Provider to be sued beyond the limits of such immunity, and any indemnification, defense, hold harmless, or liquidated damages obligations hereunder shall apply solely to the extent, and in the manner, permitted by applicable law.

12. **Confidentiality, Non Solicitation & Non Circumvention**

12.1 **Confidentiality Obligations.**

12.1.1 A Receiving Party shall maintain all of the Disclosing Party's Confidential Information in strict confidence and will protect such information with the same degree of care that the Receiving Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. If a Receiving Party suffers any unauthorized disclosure, loss of, or inability to account for the Confidential Information of the Disclosing Party, then the Receiving Party to whom such Confidential Information was disclosed shall promptly notify and reasonably cooperate with the Disclosing Party and take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the damage that may result therefrom. Except as provided in this Agreement, a Receiving Party shall not use or disclose (or allow the use or disclosure of) any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party. Notwithstanding the above, if a Receiving Party is legally required to disclose the Confidential Information of the Disclosing Party, the Receiving Party required to disclose will, as soon as reasonably practicable, provide the Disclosing Party with written notice of the applicable order or subpoena creating the obligation to disclose and the Receiving Party subject to such disclosure obligation will only disclose that Confidential Information which the Receiving Party is advised by counsel as legally required to be disclosed. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Receiving Party's organization who have a need to use the information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement and are subject to a contractual or other obligation to keep such information confidential. A Receiving Party's consultants and subcontractors are included within the meaning of "persons within a Party's organization," provided such consultants and subcontractors have executed confidentiality agreements with provisions no less stringent than those contained in this section. Such signed agreements shall be available to the Disclosing Party upon request. Additionally, a Receiving Party may, in response to a request, disclose Confidential Information to a regulator or other governmental entity with oversight authority over the Receiving Party or its affiliate, provided the Receiving Party shall unless otherwise prohibited under law (i) first inform the Disclosing Party of the request, and (ii) request the recipient to keep such information confidential. In the event that the Receiving Party has reason to believe that the Confidential Information of the Disclosing Party that was disclosed to the Receiving Party has been used or disclosed in violation of this Agreement, the Receiving Party shall immediately notify the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that Transportation Provider is a governmental entity and that certain information may be subject to disclosure under Florida's public records laws. Accordingly, Transportation Provider's obligation to keep information confidential under this Section 12 shall extend only to information that (i) qualifies as confidential and/or exempt from disclosure under applicable Florida or Federal law, and (ii) is otherwise within the scope of "Confidential Information" as defined in this Agreement.

- o As a condition to receiving protection under this Section 12, any information that a Disclosing Party asserts is Confidential Information must be clearly and conspicuously marked "Confidential." Information that is not so marked will not be treated as Confidential Information.

- o Nothing in this Section 12 shall require Transportation Provider to withhold disclosure of any record if disclosure is required by applicable law, provided that Transportation Provider will, to the extent permitted by law, provide reasonably prompt notice to EPICMD and disclose only such information as is legally required.

- o The Transportation Provider must retain a copy of all records deemed Confidential Information in accordance with applicable state public records retention requirements. Such records shall be maintained in a manner that ensures their confidentiality and security, consistent with the standards set forth by Florida law.

12.1.2 All of a Disclosing Party's Confidential Information disclosed to the Receiving Party, and all copies thereof, are and shall remain the property of the Disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon request of the Disclosing Party or the expiration or termination of this Agreement, be promptly returned to the Disclosing Party or destroyed (and removed from the Receiving Party's computer systems and electronic media) at the Disclosing Party's direction, except that to the extent any Confidential Information is contained in the Receiving Party's backup media, databases and email systems, then the Receiving Party shall continue to maintain the confidentiality of such information and shall destroy it as soon as practicable and, in any event, no later than required by the Receiving Party's record retention policy. In the event of any destruction hereunder, the Receiving Party who destroyed such Confidential Information shall, upon written request, provide to the Disclosing Party written certification of compliance therewith within fifteen (15) days after such request.

12.2 Transportation Provider agrees that EPICMD's non-emergency medical transportation services business and its network of contracted transportation providers, of which Transportation Provider is a member upon execution of this

Agreement, are unique and valuable assets of EPICMD for which EPICMD rightfully seeks the protection of this Agreement. Transportation Provider also agrees that becoming a member of EPICMD's transportation provider network through execution of this Agreement, is a valuable business asset of Transportation Provider.

12.3 Transportation Provider, for itself and its employees, agents, successors and assigns, further agrees that it will not: (a) use EPICMD's trade secrets and confidential, proprietary information to develop, initiate or establish a business, or further the business of another person or business entity, which competes directly or indirectly with EPICMD; (b) solicit or hire any employee of EPICMD during the period of employee's employment with EPICMD, or for one (1) year following termination of employee's employment; or (c) solicit any Client, supplier or vendor to EPICMD or any subsidiary to terminate, reduce or alter negatively its relationship with EPICMD or any subsidiary or in any manner interfere with any agreement or contract between EPICMD or any subsidiary and such Client, supplier or vendor. Furthermore, during the term of this Agreement and for a period of six (6) months from the date of termination, Transportation Provider shall not, and shall obligate that its contractors and subcontractors do not, advise, counsel or solicit any Covered Persons to end enrollment with a Client, or solicit any Covered Persons to become enrolled with any other health maintenance organization, or other hospitalization or medical payment plan or insurance policy, for any reason.

12.4 Transportation Provider agrees that all health plans which are under contract with EPICMD represent significant efforts and working relationships that are unique to, and part of, the work product and intellectual capital of EPICMD. During the term of this Agreement (including any renewal hereof) and for a period of one (1) year following termination or expiration of this Agreement (whether such termination is consistent with or in contravention of the terms of this Agreement) without the prior specific written consent of EPICMD, Transportation Provider and Transportation Provider affiliates, employees, shareholders, members, directors, officers, agents and/or owners agree to refrain from conducting direct or indirect business dealings of any kind with any health plan under contract with EPICMD (including to provide services to Members of a health plan other than through EPICMD) with the exception of health plans with which Transportation Provider previously had a written agreement predating the relationship between Transportation Provider and EPICMD.

12.5 Transportation Provider agrees that the restrictions in this section 12 are reasonably necessary to protect the legitimate business interests of EPICMD, that a breach or threatened breach of the provisions of this section would cause immediate and irreparable harm to EPICMD, and that actual damages would be difficult or impossible to ascertain, such that EPICMD shall be entitled to temporary or permanent injunctive relief in addition to pursuing such other relief as EPICMD may be entitled to at law or in equity.

12.6 If it is determined that the scope of the provisions of this section are too extensive to be enforceable by a court, then they shall be modified to whatever is determined by a court to be reasonable in order to obtain enforcement and the parties hereto agree to accept such determination subject to any appeals.

13. **General**

13.1 **Assignment.** Transportation Provider may not assign this Agreement (by operation of law or otherwise) without the prior written consent of EPICMD, and any prohibited assignment or sublicense will be null and void. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees.

13.2 **Complete Agreement & Modification.** This Agreement, exhibits, addendums and appendixes constitute the entire understanding of the parties hereto, and no changes, amendments or alterations, except as otherwise noted herein, shall be effective unless signed by both parties.

Notwithstanding the above EPICMD shall have the right to amend this Agreement (including addendums, appendixes and exhibits), without Transportation Provider's consent, to comply with any Law or in order to comply with any Client requirements and shall provide written notice to Transportation Provider of same. If Transportation Provider does not deliver to EPICMD written notice of rejection of the amendment within ten (10) days of the date of the receipt of notice of the amendment, the amendment shall be deemed accepted by and shall be binding upon Transportation Provider. If Transportation Provider rejects the amendment then EPICMD at its sole discretion may withdraw the amendment or terminate the Agreement at any time thereafter. For purposes of this Section 13.2 notice of amendment by EPICMD may

be provided to Transportation Provider by e-mail with delivery receipt. The date of receipt of the emailed amendment shall be the date on the delivery receipt for the purposes of this section 13.2.

13.3 Notices. Except as set forth in Section 13.2 any notice provided for in this Agreement shall be in writing and be sent via: (a) hand delivery; (b) registered or certified U.S. mail, return receipt requested, in which case it shall be deemed served on the next mail delivery date after the date of mailing; (c) nationally recognized courier service and shall be deemed served on the date of delivery, or date of refusal.

Unless subsequently changed by written notice, notices shall be delivered or sent to the following addresses:

EpicMD Technologies LLC
5775 Blue Lagoon Drive, Ste. 450,
Miami, FL 33126
Att: Provider Relations

Email: providerrelations@alivi.com

Transportation Provider, as set forth below.

13.4 Independent Contractor Relationship. It is mutually understood and agreed that in the performance of the duties and obligations of the parties to this Agreement, each party hereto is a separate and independent contractor. Neither party is the principal, agent, or representative of the other and neither shall have any direct control over the manner in which the other performs its services and functions. Each is free to enter into Agreements with other entities or persons to provide the same or similar services. Neither EPICMD nor Transportation Provider shall be liable to any other party, including any Member, for any act or any failure to act of the other party to this Agreement.

13.5 Interpretation. This Agreement shall be interpreted and governed in accordance with the laws of the jurisdiction in which transportation services are rendered pursuant to this Agreement.

13.6 Force Majeure. Neither party shall be deemed to have breached this Agreement if its failure to perform all or any part thereof results from war, terrorism, flood, earthquake, pandemic, strike, picketing, riot, fire, explosions, accidents, delays of carriers, governmental actions, or other acts of God, or circumstances beyond its control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction occurring subsequent to the signing of this Agreement.

13.7 Records. Transportation Provider shall maintain all records pertaining to services provided under this Agreement for a period of ten (10) years, or such longer period as may be provided by applicable laws, regulations or Client requirements.

13.8 Representation by Counsel and Construction of Agreement. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been negotiated and drafted jointly by the parties, and accordingly, the parties agree that this Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

13.9 Waiver. Waiver by either party of a breach of any provision of this Agreement or the failure of either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

13.10 **Counterparts.** This Agreement may be executed and delivered in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. The counterparts of this Agreement may be executed in person or electronic signature and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

13.11 **Severability.** In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the parties agree that the remaining provisions shall remain valid and in force.

13.12 **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, or any other dispute, controversy or claim between any of the parties hereto shall be settled by arbitration in accordance with the Rules of the American Health Lawyers Association Alternative Dispute Resolution Service (“AHLA ADRS”) then pertaining in Levy County, State of Florida, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected in the manner provided in the AHLA ADRS. The number of arbitrators shall be one (1). The place of arbitration shall be Levy, Florida. The arbitrator shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this Section 13.12 shall be construed so as to deny any party hereto the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by any party of any provision contained herein. Judgment upon any award rendered in any such arbitration may be entered in any court of competent jurisdiction sitting in Levy County, Florida. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither the parties nor an arbitrator may disclose the existence, content, records, status or results of a negotiation or an arbitration. The arbitration hearing shall be closed to any person or entity other than the arbitrator, the parties, witnesses during their testimony, and attorneys of record. The parties and arbitrator will conduct discovery using commercially reasonable efforts, which discovery may be limited to a reasonable number of document requests and interrogatories as ordered by the arbitrator. At the request of a party in any arbitration in which any disclosed claim or counterclaim exceeds five hundred thousand dollars (\$500,000), the arbitrator may also order pre-hearing discovery by deposition upon good cause shown. Such depositions shall be limited to a maximum of three (3) per party and shall be limited to a maximum duration of seven (7) hours each, unless otherwise ordered by the arbitrator based upon a showing of good cause.

13.13 **Submission to Jurisdiction.** Subject to the provisions of Section 13.12 above (so that in the event of any inconsistency between the terms of this Section 13.13 and the terms of Section 13.12 above, the terms of Section 13.12 govern), each of the parties irrevocably and unconditionally: (i) agree that any suit, action, or other legal proceeding arising out of, or relating to, this Agreement shall be brought in the courts of record of the State of Florida; (ii) consent to the jurisdiction of each such court in any such suit, action, or proceeding; (iii) waive any objection which it may have to the laying of venue of any such suit, action, or proceeding in any such courts; and (iv) agree that service of any court paper may be affected on such party by any manner as may be provided under applicable laws or court rules of said State. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives as of the Effective Date.

EpicMD Technologies LLC

By: _____
Name: _____
Title: _____

Levy County Board of County Commissioners/Levy County Transit Transportation Provider

By: _____
Name: Tim Hodge
Title: Board Chair

Tax ID#: 59-6000717

Mailing Address: 310 School Street, Suite 112, Bronson, FL 32621

Physical Address: 970 E Hathaway Ave., Bronson, FL 32621

Phone: 352-486-3485

Attention: Connie Conley

Email: conley-connie@levycounty.org

Exhibit A

Transportation Services and Rates

1. Definitions

Ambulatory Curb to Curb (sedan/cab, van/minibus, etc.)

This trip type includes participants that are abled bodied and require no assistance walking or standing.

Ambulatory Door to Door (sedan/cab, van/minibus, etc.)

This trip type includes participants who need assistance walking. Driver may meet participants at the door of the facility to assist them into and out the vehicle. This also includes participants with a cane or walker.

Wheelchair (Ramp or Lift Equipped Vehicle)

This trip type is for participants who are unable to transfer to a vehicle seat or whose wheelchair does not collapse and requires a lift to secure the wheelchair in place.

This trip type also includes a participant owned wheelchair transfer when a participant is met at a location, wheeled to the vehicle, assisting the participant into the vehicle. At the end of the trip, the driver helps the participant into the wheelchair and takes them to their final destination.

Stretcher

Stretcher transportation is available for participants who are bed-bound and must travel in a prone or supine position. Unlike ambulance transportation, stretcher transportation providers do not provide any medical care or monitoring during the transport. Participants who can use a wheelchair are not eligible for stretcher transportation. **(Not Provided by Levy County BOCC/Levy County Transit)**

Basic Life Support (BLS)

BLS individuals who do not require emergency medical care but need assistance getting to and from medical appointments, treatments, or other healthcare-related services. Basic Life Support (BLS) generally refers to a level of medical care that is focused on maintaining the patient's basic physiological functions. BLS level of service may include use of oxygen, use of automated external defibrillators (AEDs), and basic airway management. Basic Life Support may imply that the transportation service is equipped to provide basic life support interventions during transport, ensuring the safety and well-being of the patient in case of a medical emergency. This could involve having trained personnel on board, appropriate medical equipment, and protocols in place to handle basic life support situations. BLS is only provided by an ambulance or another emergency vehicle.

Advanced Life Support (ALS)

Refers to a higher level of medical care that involves more advanced interventions and techniques compared to Basic Life Support (BLS) transportation. ALS providers are trained to perform a wider range of medical procedures, such as advanced airway management, intravenous therapy, and administration of certain medications. It also requires that the transportation service is equipped to provide advanced life support interventions during transport for patients who may require a higher level of medical care. This could include having trained paramedics or other advanced life support providers on board, as well as specialized medical equipment to address more complex medical needs. ALS is only provided by an ambulance or another emergency vehicle. **(Not Provided by Levy County BOCC/Levy County Transit)**

Bariatric Support

Transportation for bariatric patients refers to specialized transportation services designed to accommodate individuals with obesity or those who have specific mobility challenges based on their height and weight. Bariatric transportation is important because transportation options will need to provide accommodations with vehicles that are specially designed or modified for larger individuals. These vehicles may include wider entryways, reinforced structures and equipment to safely assist with loading, transporting and unloading of bariatric patients. Bariatric transportation should provide appropriate seating and restraining including specialized stretchers, ramps, and lifting equipment. **(Not Provided by Levy County BOCC/Levy County Transit)**

Exhibit B**2. Rates for different Clients:**

Provider Downstream Fee for Service (FFS)			
Trip Type	Base Rate	Base Mileage	Mileage Rate
Ambulatory- Curb to Curb	\$21.00	10	\$1.68
Ambulatory- Door to Door	\$21.00	10	\$1.68
Wheelchair	\$42.00	10	\$1.85
Stretcher	N/A		
Bariatric Wheelchair	N/A		
Bariatric Stretcher	N/A		
Other:			

The Transportation Provider will **not** receive payment or reimbursement for Member no shows.

As used herein ‘Ambulatory’ includes both Curb to Curb and Door to Door.

3. Service Level Objective and Rate Adjustments

Members eligible for Trips shall be picked up within thirty (30) minutes of receipt of the Trip request from the Member, Member’s representative or facility staff. Together with the submission of monthly fee invoice the Transportation Provider shall submit monthly reports showing all Trip requests, time of notification and time of pickup, refusal or failure to accept a Trip request or pick up (and reason), Member no shows (“**Monthly Reports**”).

The following is the Service Level Objective (“SLO”):

The On Time Arrival Performance Key Performance Indicator (OTAP KPI) is a calculation showing the percentage of trips with an arrival time greater than the above noted target performance objective.

Unless permitted under the Agreement, the failure or refusal by Transportation Provider or driver to accept or pick up a Client Trip request where Transportation provider is paid a per Member capitation is considered as a Trip OTA of greater than 30 minutes.

$\text{OTAP KPI} = \frac{\text{Total Trips} - (\text{Trip OTA} > 30 \text{ min})}{\text{Total Trips}}$
--

OTAP KPI is measured and reported monthly.

The total monthly invoice for fees submitted by Transportation Provider will be reduced by 5% if the OTAP KPI is less than 95%.

Example: For a given month, the total number of Trips was 100 and, the number of trip pickups which were later than 30 minutes was 8. Using the formula above, this represents a 92% OTAP. The OTAP target of 95% was not met and a reduction of 5% to total fees will be applied. If the fees for 100 trips was \$2,500 a 5% reduction of \$125 would be applied and the total owing would be \$2,375.

The total monthly invoice for fees submitted by Transportation Provider will be increased by 5% if the OTAP KPI is 98% or more.

APPENDIX A**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each supplier whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, suppliers who audit federal programs must also sign, regardless of the contract amount. The Agency for Health Care Administration cannot contract with these types of suppliers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The supplier shall provide immediate written notice to the contract manager at any time the supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The supplier agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The supplier further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Agency for Health Care Administration may rely upon a certification of a Supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective supplier certifies, by signing this certification, that neither it/she/he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective supplier is unable to certify to any of the statements in this

certification, such prospective supplier shall attach an explanation to this certification.

Signature

Date

Name and Title of Authorized Signer

APPENDIX B

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose Accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

APPENDIX C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN EPICMD TECHNOLOGIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (“COVERED ENTITY”) AND THE TRANSPORTATION PROVIDER REFERRED TO IN THE TRANSPORTATION PROVIDER AGREEMENT TO WHICH THIS APPENDIX C IS ATTACHED (“BUSINESS ASSOCIATE”) AS OF DATE OF SAID TRANSPORTATION PROVIDER AGREEMENT (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT OR GRANT TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

2. Permitted and Required Uses/Disclosures of PHI.

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying

agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Documenting and Reporting Breaches.**

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) a brief summary of the facts, and 2) a brief statement

of the reasons supporting the determination of low probability that the PHI had been compromised.

6. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

7. **Providing Notice of Breaches.**

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which Business Associate or its agent was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice).

8. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

9. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

10. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all 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 CFR §

164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

11. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

12. Termination.

12.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until 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.

12.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

13. Return/Destruction of PHI.

13.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period. The Business Associate must retain a copy of all records deemed Confidential Information in accordance with applicable state public records retention requirements. Such records shall be maintained in a manner that ensures their confidentiality and security, consistent with the standards set forth by Florida law.

13.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall

extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

14. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

15. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

15.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

15.2 Business Associate shall ensure that any agent to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

15.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

15.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

16. Miscellaneous.

16.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

16.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

16.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

16.4 In addition to applicable state law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

16.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

16.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.

16.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual’s PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency’s or the affected individual’s written consent.

16.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 13.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 10 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.
