

## PROVIDER SERVICES AGREEMENT

This Provider Services Agreement (the "Agreement") is dated as of \_\_\_\_\_, 2023 (the "Effective Date"), and is made by and between Safr Technologies, Inc., with its principal office at 31 Hudson Yards, 11<sup>th</sup> Floor, New York, NY 10001, ("Safr Care," or "Provider"), and \_\_\_\_\_, with its principal office at \_\_\_\_\_.

### RECITALS

WHEREAS, \_\_\_\_\_ desires to engage Safr Care ("Provider") to provide non-emergency medical transportation services (as defined in Exhibit A) to the membership/subscribers/patients of \_\_\_\_\_;

WHEREAS, Provider is qualified and willing to provide such services by use of their connecting software platform, and wishes to become a recognized provider of \_\_\_\_\_, which are incorporated by reference;

WHEREAS, Provider desires to participate as a provider in \_\_\_\_\_'s contracted provider network to enrollees of \_\_\_\_\_s contracted Plans.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### 1. ENGAGEMENT.

Engages Provider to provide, and Provider agrees to provide, the Services (as defined in Exhibit A) at the rates set forth in each agreed upon SOW (Scope of Work) by both parties to Members in accordance with the terms and conditions of this Agreement.

#### 2. DURATION

This Agreement shall take effect as of the Effective Date and shall \_\_\_\_\_ for the term set forth in Exhibit B. The Effective Date shall be the date set forth by \_\_\_\_\_ on the signature page of this Agreement.

#### (1) GENERAL OBLIGATIONS.

##### General.

Provider shall provide Services to Members in accordance with the applicable Plan's policies and procedures, and generally accepted and professionally recognized standards for non-emergency medical transportation services, and applicable laws and regulations including executed Business

Associates Agreements (see example Exhibit B). Provider shall provide Services in a timely and efficient manner, connecting Third-party Professional Drivers and staff that may be credentialed in CPR, First Aid, Passenger Assisted Training, and wheelchair securement, to \_\_\_\_\_'s membership.

#### **Verification of Eligibility.**

Provider shall verify a Member's eligibility for Services prior to providing any Services to such Member. Such verification shall be used to determine the initial and continuing qualification of an individual to receive Services as a Member under this Agreement. If Provider discovers a discrepancy in Provider's records as to an individual's eligibility for Services as a Member, Provider shall notify the \_\_\_\_\_ Plan's member services department.

#### **Notice of Events.**

Provider shall promptly notify \_\_\_\_\_ in the event that Provider network availability: (a) is available during limited hours or only in certain settings; (b) has any other restrictions on servicing Members; or (c) is temporarily or permanently unable to meet \_\_\_\_\_s standards for appointment access.

#### **Organization of Provider.**

During the term of this Agreement, Provider shall maintain its third-party Professional Staff, its administrative staff organization, and its Qualified Vehicles under the third-party ownership of the Transportation Companies, in substantially the form described in the Provider Application provided to \_\_\_\_\_.

#### **Qualifications of Provider.**

Provider's software platform shall each secure and maintain in full force and effect all licenses, permits, certifications and other approvals, which are required under federal, state, or local law, as applicable. Provider shall promptly notify \_\_\_\_\_ if any such license, permit, certificate, or other approval is denied, suspended, revoked, modified, not renewed, not extended, or is otherwise terminated.

### (2) QUALITY IMPROVEMENT.

#### **General.**

Provider shall use best efforts to cooperate with and make such reasonable modifications to Provider's methods of service delivery as may be necessary to satisfy \_\_\_\_\_ and Payor's quality management and improvement programs, quality assurance programs, credentialing programs, and other such programs to the extent such programs are consistent with state, or federal regulations.

#### **Privacy and Security Laws.**

Provider shall safeguard the privacy of any information that identifies a particular Member and comply with applicable provisions of Provider Policies, the Plans' policies and procedures (including, if applicable, the provisions in the Plan's Medicare contract), and all applicable privacy and security laws, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). Without limiting the generality of the foregoing, Provider shall (a) safeguard the privacy of all Member medical records and other information that identifies (or could be used to identify) a particular Member; (b) ensure that Members' records are released only in accordance with applicable federal or state laws or pursuant to court orders or subpoenas; (c) maintain Members' records and information in an accurate and timely manner; (d) ensure timely access by Members to records and information that pertain to them; and (e) abide by all applicable federal and state laws regarding confidentiality and disclosure for mental health records, medical records, and other health information and Member information (including, where applicable, requirements established by the Medicare Advantage program, if applicable).

#### **Complaint Resolution.**

Provider shall cooperate fully with \_\_\_\_\_ to resolve complaints from Members relating to Provider's services in accordance with \_\_\_\_\_'s grievance procedures.

### (3) PAYMENTS

#### **Reimbursement.**

Payor shall reimburse Provider the applicable rates of payment specified in the SOW for Services provided to Members. Provider acknowledges and agrees that the rates of payment set forth in each SOW, will be its only transportation-related compensation from Payor for Services provided under this Agreement. Any other services requested by Payor shall be paid under separate agreement. Payor shall have no obligation to pay for Services rendered (a) without prior authorization as and to the extent required, except that in the event a Member is unable to communicate due to the Member's condition, Provider may obtain subsequent authorization for Services within twenty-four (24) hours of Provider becoming aware that the patient is a Member) or (b) to a person who was not a Member as of the time Services were rendered. \_\_\_\_\_ will use commercially reasonable efforts to verify Member eligibility at the time authorizations are requested by Provider. \_\_\_\_\_ may collect as an offset against reimbursement due hereunder any overpayments or other incorrect payments made to Provider. Reimbursements by Payor shall be due on a bi-weekly basis, unless otherwise stated in the SOW.

#### **Claim Submission.**

Provider shall submit Claims for payment to Payor in accordance with this Agreement. Without limiting the generality of the foregoing, Software Service Provider shall submit Claims for payment to Payor no later than one hundred and eighty (180) Days after the Services were rendered. Provider, on behalf of itself and any permitted assignees, waives any claims for payment for Services, which are not the subject of a Claim submitted within such one hundred and eighty

(180) Day period. Notwithstanding the foregoing, upon termination of this Agreement, Provider shall submit Claims for all Services provided prior to termination within one hundred and eighty (180) Days, and Payor will have no obligation to pay Provider for claims submitted after such date.

#### (4) PAYMENTS FROM

##### **Claims Payment.**

Payor shall identify and acknowledge to Provider the receipt of each claim, within two (2) Working Days for an electronic claim or fifteen (15) Working Days for a paper claim of the date of receipt of the claim. Payor shall compensate Provider no later than thirty (30) Working Days after receipt by Payor of any Claim for Services rendered to a Member. If Payor contends that a claim submitted by Provider is not a Clean Claim, Payor shall notify Provider of such contention no later than thirty (30) Working Days from the date of receipt and shall include in such notice all information or data that is required to make a Clean Claim. If Payor fails to compensate or reject Provider's claim within thirty (30) Working Days of receiving a Clean Claim, Payor shall pay Provider interest on any unpaid amounts at the annual rate of fifteen (15) percent or such other amount provided under state law, as amended from time to time, beginning with the first calendar day after the thirtieth Working Day. Provider must resubmit claims after receipt of notice of a rejection by Payor in the timeframe required by this Agreement, if any. In the event Payor fails to process resubmitted claims within thirty (30) Days of receipt, Payor shall pay Provider interest as provided above. If Payor fails to automatically include interest due on a late claim payment as set forth above, Payor shall pay Provider ten (10) dollars for the late claim, in addition to any amounts already due. For the purposes of this Section 6.1, a claim shall be deemed to be received on the date of electronic submission, or for paper claims on the date of receipt, each as documented by Payor.

##### **Member Ineligibility.**

Should an Enrollee erroneously be represented by a Plan as eligible for Covered Services and be found to be ineligible after having been referred to Provider for Covered Services, \_\_\_\_\_ shall honor claims from Provider for dates of service prior to the date \_\_\_\_\_ informed Provider of Enrollee's ineligibility.

#### (5) COMPLETE AGREEMENT; AMENDMENTS

##### **Amendments.**

Notwithstanding anything to the contrary in this Agreement, Exhibits may be amended only with the written consent of Provider; provided, however, that \_\_\_\_\_ may amend this Agreement as necessary to comply with applicable federal or state law or accreditation requirements of a private sector accreditation organization upon forty-five (45) Working Days' notice to Provider or such shorter notice time period as may be required for compliance with applicable law or accreditation requirements. In the event Provider rejects such amendment, such amendment shall

nonetheless become effective as of the date set forth in the notice, and in the event \_\_\_\_\_ and Provider cannot resolve Provider's objection, Provider may terminate this Agreement on thirty (30) Days prior written notice to \_\_\_\_\_.

### **Disclosure**

Provider shall disclose to \_\_\_\_\_ and the Plans the names of the officers of Provider, owners of Provider, and stockholders of Provider owning more than ten (10) percent of the stock issued by Provider, if any, and major creditors holding more than five (5) percent of the debt of Provider.

## (6) REPRESENTATIONS, WARRANTIES, AND COVENANTS.

### **General Warranties of Both Parties**

#### **Compliance with Laws.**

Each Party shall at all times comply with all Applicable Laws in the performance of this Agreement.

#### **Existence.**

Each Party is duly organized and existing and is in good standing and is qualified to do business under the laws of any jurisdiction where the ownership of assets or conduct of its business require it to be so qualified, and each Party possesses any and all licenses and/or governmental approvals required to perform the Services and/or to provide the Provider-Provided Materials contemplated by this Agreement, and is qualified to perform such Services and/or provide such Provider-Provided Materials.

#### **Duly Authorized.**

Each Party's execution, delivery and performance of this Agreement has been duly authorized by all appropriate corporate action and this Agreement constitutes a valid, binding and enforceable obligation.

#### **Provider's Representations, Warranties, and Covenants.**

Provider hereby represents, warrants and covenants:

#### **No Conflict.**

Neither the execution, delivery, nor performance of this Agreement will conflict with or violate any other agreement, license, contract, instrument or other commitment or arrangement to which Provider is bound.

#### **No litigation.**

There is no litigation and Provider knows of no material threat of litigation that will affect the performance of its obligations hereunder.

#### **Performance.**

At all times during the Term, each of Provider's personnel assigned to perform Services or any other obligations under the Agreement shall have the proper skill, training and background so as to be able to perform the Services required to be performed by it hereunder and will perform such Services in a timely, good, workmanlike manner in accordance with high industry standards for such Services. At a minimum, Provider will maintain staffing levels and continuity of

personnel consistent with its obligations to perform Services hereunder and in the event of a delay or other problem, Provider will train and staff additional personnel as needed.

**Provider's Employees.**

Provider shall perform all obligations of an employer with respect to all personnel hired by Provider in connection with any Services to be performed, including, but not limited to the withholding and reporting of contributions, insurance deductions and applicable taxes (including payroll and unemployment insurance taxes) required by Applicable Law. Third-party providers utilized by Provider are not considered employees of the Provider.

**Continuity of Key Personnel.**

Key personnel, if so, specified in a SOW, shall be assigned pursuant to such SOW and should any such key personnel be unable to perform his or her obligations for any reason, Provider shall replace such personnel as quickly as possible with personnel approved by \_\_\_\_\_ in its sole discretion.

**No Material Defects; Conformity with and Completeness of Documentation.**

Any Services and/or Provider-Provided Materials shall be free from material errors or other defects; shall function consistent with its intended use as may be described in written documentation between the Parties; and shall comply in all material respects to all written specifications applicable thereto for a period of one (1) year after conclusion of any Final Acceptance Period. The Documentation and other materials describing the Services and/or Provider-Provided Materials hereunder completely and accurately reflect their operation and functionality. If the Services and/or Provider-Provided Materials include a service or product from a third party and that third party provides a warranty, Provider shall also assign all rights under the third-party warranty to \_\_\_\_\_.

**All Rights; No Infringement.**

Provider has all rights and authorizations necessary to perform any Services and/or use or provide any Provider-Provided Materials for \_\_\_\_\_'s use and enjoyment as contemplated herein; and that unless otherwise specified in a SOW or attachment thereto, Provider shall deliver all Deliverables and/or other Provider-Provided Materials to \_\_\_\_\_ free and clear of any liens, claims, charges or encumbrances; and that Provider has proper title in all Deliverables and/or other Provider-Provided Materials for which ownership is to be transferred to \_\_\_\_\_. Further, if applicable, Provider shall pass through to \_\_\_\_\_ any product and third party end-user warranties and indemnities relating to the Deliverables. To the extent Provider is not permitted to so pass-through, Provider agrees to enforce such warranties and indemnities on behalf of \_\_\_\_\_. All Provider-Provided Materials, and all elements thereof to be provided by Provider, if any, unless provided by \_\_\_\_\_, and any Services performed by Provider, will not violate, misappropriate or infringe upon any patent, copyright, trademark, trade secret, or other intellectual, contractual, proprietary, employment, or confidentiality right of a third party; there are no claims of any third party against Provider relating to any IP that is the subject of, to be provided under, or to be used directly or indirectly pursuant to this Agreement.

**No Disabling Devices.**

All Provider-Provided Materials and/or Services provided by Provider do not, and will not when delivered or provided, contain any computer code designed to disrupt, disable, harm, or otherwise impede in any manner the operation thereof, or any other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms") and Provider has taken reasonable steps to test for, and has found no such, viruses or worms. Provider shall not allow unauthorized traffic to pass into networks. Provider agrees that in the event of any dispute with regarding an alleged breach of this Agreement or for any other reason, Provider will not use

any type of electronic means to prevent or interfere with use of any system or Deliverable created for under this Agreement or any SOW without first obtaining a valid court order authorizing same. shall be given proper notice and an opportunity to be heard in connection with any request for such a court order. Provider understands that a breach of this provision could foreseeably cause substantial harm to “ ” and to numerous third parties having business relationships with \_\_\_\_\_  
**No limitation of liability shall apply to a breach of this paragraph.**

#### **Alpha/Beta Site.**

Provider shall not use as an alpha or beta site for any Provider-Provided Materials or Services to be provided, if any, without the prior written consent of \_\_\_\_\_.

#### **Criminal Convictions.**

Neither Provider nor its employees, subcontractors or agents has been, nor shall be during the Term, convicted of a criminal offense related to the delivery of an item or service under Medicare, Medicaid and/or under any state health care program.

#### **Open-Source Software/Embedded Software.**

Any Third-Party IP, including both OSS and non-OSS third-party software components, provided by Provider to shall be considered “Embedded Software” and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license, maintenance, and support. Provider represents and warrants that the Deliverables, including the Third-Party IP, do not include any embedded software or Open-Source Software of any kind or any IP that is subject to licensing terms requiring disclosure of source code under any circumstances.

### (7) DISPUTE RESOLUTION.

#### **Informal Dispute Resolution.**

##### **Good Faith Efforts.**

The Parties agree that they will make a good faith attempt to resolve any dispute arising under this Agreement before instituting legal action. Such good faith attempt shall include, but not be limited to, elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party. No later than 30 days after a dispute arises, either Party shall give to the other Notice of the dispute in writing to management level personnel. The Notice shall contain (i) a detailed description of the dispute and all relevant underlying facts, and (ii) a detailed description of the amount(s) in dispute and how it was calculated. Management personnel of the receiving party shall have 30 days after the date of the Notice to provide a written response. If after 30 days from the response management personnel are unable to resolve the dispute, it shall be elevated to a vice president level executive for each Party. The vice president level executives of each Party shall have 60 days to attempt to resolve the dispute and if unable to resolve, either Party shall be free to pursue any claim accordance with this Section 17.

The deadline for initiating Arbitration pursuant to Section 16.2 below shall not be tolled by the informal dispute resolution provisions set forth above.

### **Binding Arbitration.**

All disputes that arise from or relate to this Agreement shall be decided exclusively by binding, arbitration in \_\_\_\_\_ under the JAMS Comprehensive Arbitration Rules (the “Rules”), provided, however, if all Parties to the dispute agree, they may agree in writing to further modify the Rules. For all disputes where the amount in controversy, excluding alleged interest, is two million dollars (\$2,000,000.00) or less, the dispute shall be decided by a sole arbitrator with commercial litigation experience, and be mutually acceptable to the Parties. If the Parties cannot agree on a sole arbitrator, the arbitrator shall be selected in accord with the JAMS rules. If the amount in controversy exceeds two million dollars (\$2,000,000.00), then a three-person panel of arbitrators with similar qualifications shall preside rather than a sole arbitrator, unless the Parties agree in writing that the dispute shall be decided by a sole arbitrator. The sole arbitrator (or panel) shall be selected by mutual agreement of the Parties, or, if the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator who shall confer and select a third arbitrator to serve. The arbitrator(s) shall issue a written reasoned decision or award. The Parties agree that the arbitrator’s award shall be final, and may be filed with and enforced as a final judgment by any court of competent jurisdiction.

### **Costs and Attorneys’ Fees.**

Each Party will bear its own attorneys’ fees and its own costs and expenses (including filing fees), and will also bear one half of the total arbitrator’s or panel’s fees and other administrative fees of arbitration.

### **No Power to Alter Agreement.**

The arbitrator shall have no power to (i) award damages in excess of the amount or other than the types allowed by Limitation of Liability; or (ii) alter any of the provisions of this Agreement. Nothing prohibits either Party from seeking injunctive relief concerning any subject matter of the dispute subject to arbitration, in a court of competent jurisdiction located in \_\_\_\_\_.

### **Appeal.**

If the total amount of the arbitration award is five million dollars (\$5,000,000) or more, inclusive of interest, the Parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in \_\_\_\_\_ County, \_\_\_\_\_.



**Disputes Involving Confidential Information or Intellectual Property.**

Notwithstanding the foregoing, in any dispute concerning Confidential Information and intellectual property, either Party may elect to have the dispute resolved by a court of competent jurisdiction located in the \_\_\_\_\_ County, \_\_\_\_\_ and upon commencement of any such action, any arbitration then pending shall be stayed, insofar as it concerns Confidential Information or intellectual property. Without limiting the generality of the foregoing, each Party acknowledges that irreparable injury may result to the other Party in the event the Party fails to perform its obligations under this Agreement with respect to Confidential Information or intellectual property and agrees that, in such event, the other Party shall be entitled, in addition to any other remedies and damages available to it, to seek interim injunctive relief to restrain the breach or compel the performance of this Agreement.

**Consent to Jurisdictions.**

The Parties consent and agree to the exclusive jurisdiction of the tribunals, and waive any and all objections to such forums, including but not limited to objections based on lack of jurisdiction, improper venue or inconvenient forum.

**Waiver of Jury Trial.**

Each of the parties hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, claim, counterclaim, demand, dispute or other matter whatsoever arising out of this agreement.

**Continued Services; Enforcement.**

In all circumstances other than \_\_\_\_\_'s failure to pay undisputed amounts as set forth herein, Provider shall continue timely performance of any Services it provides or its other obligations under this Agreement and, if it discontinues or does not timely perform such Services or other obligations, \_\_\_\_\_ may seek a temporary and/or permanent injunction or similar order in any state or federal court within \_\_\_\_\_ County, \_\_\_\_\_ for the sole purpose of compelling continued and timely performance of Provider's obligations hereunder. The provisions of this Section may be enforced by any court of competent jurisdiction, and the prevailing Party in any such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

**Statute of Limitations.**

The statute of limitations with respect to any claim or matter submitted to arbitration shall be suspended as of the date of a demand for arbitration hereunder (or, if not determinable, as of the date of receipt of such request), and shall be tolled until the date of any formal settlement

agreement entered into by the Parties or the date of any final determination issued by an arbitrator, as the case may be, but in any event not longer than six (6) months from the date such statute of limitations was suspended, unless the Parties specifically agree in writing to a different tolling period.

#### **Electronic Self-Help.**

Provider agrees that in the event of any dispute with \_\_\_\_\_ regarding an alleged breach of this Agreement or for any other reason, Provider will not use any type of electronic means to prevent or interfere with \_\_\_\_\_ use of any system or Deliverable created for \_\_\_\_\_ under this Agreement or any SOW without first obtaining a valid court order authorizing same. In accordance with applicable rules or law, \_\_\_\_\_ shall be given prior proper notice and an opportunity to be heard in connection with any request for such a court order. Provider understands that a breach of this provision could foreseeably cause substantial harm to \_\_\_\_\_ and to numerous third parties having business relationships with \_\_\_\_\_. No limitation of liability shall apply to a breach of this paragraph.

#### **Waiver of Class Claims.**

The Parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities to pursue, on a class or collective basis, any dispute..

#### **MISCELLANEOUS.**

##### **Compliance with Law.**

\_\_\_\_\_ and Provider shall comply with all \_\_\_\_\_ laws governing this Agreement and the provision of Services.

##### **Amendments to Exhibits.**

No amendment to Exhibits will be valid unless in writing and signed by an authorized representative of the Parties.

##### **No Solicitation.**

Nothing contained herein shall be construed as an arrangement or an agreement for solicitation of patients for Provider, nor shall \_\_\_\_\_ be required to advertise or promote Provider's services. \_\_\_\_\_ shall list all providers in the same manner in any published provider directories.

##### **Non-exclusivity.**

Nothing herein shall be construed as limiting Provider's ability to enter into agreements with other organizations or \_\_\_\_\_ ability to enter into agreements with other providers.

### **Compliance with Laws.**

In the performance of Provider's obligations under this Agreement, Provider shall comply with all applicable state and federal laws (including HIPAA, regulations, and rules, and agrees that in the event of conflict with this Agreement, such laws, regulations, or rules shall control. Without limiting the foregoing, Provider shall comply with applicable state and federal laws, regulations, and rules regarding compensation and financial relationships, referrals, physician incentive plans, fraudulent practices, fraud and abuse, and false health care claims. Provider shall notify \_\_\_\_\_ and Payors, as applicable, in writing of any investigation or adverse action taken by any regulatory agency (including the Office of Inspector General, CMS, and the Internal Revenue Service) for violations of any applicable law, rule, or regulation.

### **Changes in Law.**

In the event of any legislative, judicial, or regulatory change, determination or interpretation, whether federal or state, which has or would have significant adverse impact on either \_\_\_\_\_ or Provider, or in the event that performance by either Party of any term, covenant, condition, or provision of this Agreement should for any reason be in violation of any statute, regulation or otherwise be deemed illegal, the affected Party shall have the right to require that the other Party renegotiate the terms of this Agreement, such renegotiated terms to become effective not later than thirty (30) Days after receipt of written notice of such request for renegotiation, the Party requesting such renegotiation may terminate this Agreement upon thirty (30) Days' prior written notice to the other Party or sooner if required by law.

### **Confidentiality.**

Except as may be required by law or governmental agencies and regulations, Provider and “\_\_\_\_\_” agree not to publicly or privately announce or disclose the terms and conditions of this Agreement. \_

### **Governing Law.**

This Agreement shall be construed under and governed by the laws of \_\_\_\_\_. This Section shall not be construed to limit any rights a Party may have to intervene in any action, in any court or wherever pending, in which the other is a Party. For purposes of clarity, neither Party may bring an action in a court of law regarding a dispute that arises under this Agreement until the dispute resolution procedures within this Agreement.

### **Severability.**

The unenforceability of any clause or provision in this Agreement shall in no way affect enforceability of any other clause or provision of this Agreement as a whole.

### **Assignment.**

Provider's obligations hereunder constitute a software service, and Provider may not assign its rights or obligations, or subcontract any of its duties, under this Agreement without the prior consent of \_\_\_\_\_, which may be withheld by \_\_\_\_\_ in its discretion. The approval

by \_\_\_\_\_ of assignment or subcontracting in any one instance shall not constitute approval of any other assignment or subcontracting. \_\_\_\_\_ may assign any of its rights or obligations under this Agreement in its discretion. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assignees of \_\_\_\_\_ and Provider.

#### **Notices.**

All notices, requests, consents and other communications hereunder, unless otherwise stated, shall be in writing, shall be addressed to the receiving Party's address as first set forth in this Agreement or to such other address as a Party may designate by notice hereunder, and shall be (a) delivered by hand, (b) made by facsimile transmission, (c) sent by recognized overnight courier or (d) sent by regular, registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been received (w) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party first set forth in this Agreement, (x) if made by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (y) if sent by overnight courier, on the next business day following the day such communication is delivered to the courier service, or (z) if sent by regular, registered or certified mail, on the fifth business day following the date such mailing is made.

#### **Waiver.**

Waiver of, or failure of either Party to enforce, the terms of this Agreement in one instance shall not constitute a waiver of said Party's rights under this Agreement in any other respect.

#### **Independent Contractor.**

The relationship of Provider and \_\_\_\_\_ is that of independent contractors only. Nothing contained in this Agreement shall be deemed or construed to create any partnership, joint venture, employer employee, or other relationship between \_\_\_\_\_ and Provider, nor shall any of their respective employees be construed or deemed to be agents, employees or representatives of the other.

#### **Survival.**

In addition to other terms that under a plain read of the language and intent indicate survivability of such terms after expiration or termination of this Agreement, shall survive expiration or termination of this Agreement.

#### **Electronic Signatures.**

The Parties agree electronic signatures may be utilized for execution of this Agreement and any attachments hereto, including but not limited to, Statements of Work. The Parties acknowledge and agree that (i) the issuance of an electronic signature shall be valid and enforceable as to the signing Party to the same extent as an inked original signature; and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either Party in the normal course of business. Each Party agrees that the purchase order number or the Provider invoice number, as issued by the respective Party, shall be sufficient to verify that such Party originated the document. Neither Party shall disclose to any unauthorized person the purchase order Number or the invoice number.

(8) INDEMNIFICATION AND LIABILITY INSURANCE

**Provider Indemnification of \_\_\_\_\_**

Provider shall defend, hold harmless and indemnify \_\_\_\_\_ and its directors, officers, members, agents, contractors and employees from and against any claims, suits, liabilities, damages, judgments, costs and expenses, including reasonable attorney's fees, which may be imposed upon, or suffered or incurred by, any of them as a result of claims by third parties or by employees of Provider and which arise out of, derive from or pertain to any negligence, actual or alleged acts or omissions by, or on the part of, Provider or any of its directors, officers, members, agents, contractors or employees in providing the Services or otherwise performing its obligations under this Agreement. In the event that \_\_\_\_\_ claims rights to indemnity under this Section 9.1, \_\_\_\_\_ shall give fourteen (14) Days prior written notice to Provider, upon becoming aware of any claim that may be subject to such indemnity.

**Indemnification of Provider.**

\_\_\_\_\_ shall defend, hold harmless and indemnify Provider and its directors, officers, members, agents, contractors and employees from and against any claims, suits, liabilities, damages, judgments, costs and expenses, including reasonable attorney's fees and punitive damages, which may be imposed upon, or suffered or incurred by, any of them as a result of claims by third parties or by employees of \_\_\_\_\_ and which arise out of, derive from or pertain to any negligence, or actual or alleged acts or omissions by, or on the part of, \_\_\_\_\_ or any of its directors, officers, members, agents, contractors or employees in the performance of \_\_\_\_\_ obligations to Provider under this Agreement. Notwithstanding the foregoing, \_\_\_\_\_ is not required to indemnify Provider for any claim or action brought against Provider based on Provider's professional decisions, actions or inactions. In the event that Provider claims rights to indemnity under this Section 10.2, Provider shall give fourteen (14) Days prior written notice to \_\_\_\_\_, upon becoming aware of any claim that may be subject to such indemnity.

**Insurance.**

Except as otherwise required under \_\_\_\_\_ and Payor's credentialing standards, Provider shall secure and maintain at its own expense (a) comprehensive general liability insurance having combined single limits of not less than \$2,000,000 if Provider is an organization, and (b) professional liability insurance having limits of (i) not less than \$1,000,000 per occurrence and (ii) not less than \$1,000,000 per person per occurrence and \$3,000,000 in the aggregate if Provider is an organization; or (c) other such insurance as approved by \_\_\_\_\_. All such insurance shall be maintained during the entire period when Services are rendered hereunder, and any such insurance written on a so-called claims-made basis shall be maintained for an additional three (3) years following the date when Services are last rendered hereunder. Provider shall provide for at least ten (10) Days' advance notice to \_\_\_\_\_ in the event of any cancellation, non-renewal or decrease in coverage. \_\_\_\_\_ shall have ten (10) Days to submit to Provider its object to the selection of the insurance carrier at issue, following written notice to \_\_\_\_\_, Provider shall upon \_\_\_\_\_'s written request provide \_\_\_\_\_ with copies of insurance policies satisfying the foregoing requirements or such certificates with respect thereto,

as may be satisfactory \_\_\_\_\_ Provider shall notify \_\_\_\_\_ if Provider receives any claim or notice of intent to commence legal action alleging professional negligence against Provider with respect to treatment or non-treatment of any Enrollee, or if a final judgment is rendered against Provider in any such legal action. If the Provider is deemed by the Department of Health and Human Services to be covered by the Federal Tort Claims Act, pursuant to 42 U.S.C. § 233, this meets the requirement of 9.3 of this agreement that the Provider has professional liability insurance.

(9) TERM AND TERMINATION.

**Term:**

The term of this Agreement shall continue for one (1) year from its effective date, and shall automatically renew for additional terms of one (1) year, unless either Party notifies the other in writing at least ninety (90) Days prior to the expiration date of its intent not to renew this Agreement.

**Termination.**

Either Party may terminate this Agreement at any time for any reason by giving written notice to Provider at least sixty (60) Days prior notice. Notice of termination shall be by written notice to the other Parties and be sent by registered mail.

**Termination for Breach.**

Subject to Section 10.4, if either Party breaches any material term or condition of this Agreement or fails to perform or fulfill any obligations required hereby, the other Party may terminate this Agreement by giving written notice to the breaching Party at least fifteen (15) Days prior to the effective date of termination unless such breach is cured to the reasonable satisfaction of the non-breaching Party during such time period. Any such written notice shall state the circumstances of the alleged breach and shall include a statement of the reason or reasons for such termination. Notice shall be by written notice to the other Parties and be sent by registered mail.

**Other Termination with Cause.**

\_\_\_\_\_ may, upon written notice to Provider, which shall include a statement of the reason(s) for such termination, effective immediately or otherwise as specified in such notice, terminate or suspend this Agreement in the event: (a) in the reasonable judgment of \_\_\_\_\_, any act or omission by Provider places Members receiving Services in immediate danger of life, health or safety; (b) of suspected or actual fraud by Provider related to the provision of Services; (c) criminal proceedings are initiated against Provider or any of its executive officers; (d) Provider initiates or consents to any judicial or non-judicial insolvency proceedings, including any composition or assignment for the benefit of creditors; (e) Provider is the subject of any involuntary insolvency proceedings that are not terminated within thirty (30) Days of initiation; (f) Provider's professional liability coverage no longer meets the requirements of this Agreement; (g) \_\_\_\_\_ agreement with any of the Plans for management of their respective

Program is terminated, suspended or not renewed; (h) Provider cannot or will not comply with any amendment to this Agreement submitted to Provider by \_\_\_\_\_ (i) Provider is debarred from contracting with any agency, division or other instrumentality of the state in which it is located or of the government of the United States; (j) Provider loses or relinquishes its license or any other public agency approval to provide Services under applicable statutes or regulations of the state in which it is located.

#### **Continuation of Services upon Termination.**

Upon termination or expiration of this Agreement for any reason, Provider shall, unless otherwise directed by \_\_\_\_\_, continue to provide Services to Members being served as of the date of termination or expiration until \_\_\_\_\_ has made arrangements to affect the transfer of such Members. Payor shall pay Provider for such continued Services at the rates of payment specified in specified SOW. Provider shall have the right to notify Members of the termination or expiration of Provider's status as a provider under this Agreement, provided that Provider shall cooperate with \_\_\_\_\_ in developing an appropriate form of notification.

#### **Remedies.**

Neither expiration nor termination by either Party shall relieve the other Party of liability for any costs, injuries, penalties, damages or other charges sustained by either Party, by virtue of any breach or default by either Party, and each Party retains the right to pursue any available legal and equitable remedies.

#### **(10) FORCE MAJEURE.**

Neither Party shall be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this Section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since time is often essence with respect to the performance dates set forth in this Agreement, Provider's continued failure to perform for a period of thirty (30) or more Days, even for causes beyond the control of Provider, shall entitle CHIP A to terminate this Agreement.

#### **(11) NON-DISCRIMINATION.**

#### **General.**

To the extent applicable, neither Party shall discriminate against any qualified employee or applicant because of race, color, national origin, ancestry, age, sex, religion, disability, or sexual orientation. Without limiting the generality of the foregoing, Provider agrees to comply with all laws applicable to individuals and entities receiving federal funds, including (a) all applicable state

Department of Public Health, CMS, and Food and Drug Administration regulations, (b) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 C.F.R. Part 84; (c) The Age Discrimination Act of 1975 as implemented by regulations at 4 C.F.R. Part 91; (d) The Americans with Disabilities Act; (e) The Rehabilitation Act of 1973; (f) Section 542 of The Public Health Service Act; (g) Title 45, Part 46 of the Code of Federal Regulations; and (h) all other laws applicable to recipients of federal funds. 14.2 Members. In compliance with applicable state and federal regulations, Provider shall not deny, limit, or condition the furnishing of Services to a Member or otherwise discriminate against a Member for any reason including the Member's race, color, national origin, ancestry, age, gender, religion, disability, sexual orientation, financial status, insurer or mental or behavioral health coverage, diagnosis, mental or physical illness or medical condition, claims experience, receipt of health care, medical history, genetic information, or evidence of insurability (including 17 conditions arising out of acts of domestic violence). If Provider provides inpatient Services under this Agreement, Provider shall accept for admission or treatment all Members for whom CHIP A has determined admission or treatment to be Medically Necessary, regardless of clinical presentation, when a bed is available in an age-appropriate unit. Nothing herein shall prohibit or be construed to prohibit Provider from in good faith communicating with a Member regarding any and all available treatment options related to Member and Provider shall provide information regarding treatment options (including the option of no treatment) to all Members, including those with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds, and individuals with physical or mental disabilities, in a culturally-competent manner. Provider shall use best efforts to ensure that Members with disabilities have effective communication with Provider in making decisions regarding treatment options.

## (12) DISPUTE RESOLUTION.

Definition of Provider Dispute.

A "provider dispute" is a Provider's written notice to \_\_\_\_\_ challenging, appealing or requesting reconsideration of a claim (or a bundled group of substantially similar claims that are individually numbered) that has been denied, adjusted or contested or seeking resolution of a billing determination or other contract dispute (or bundled group of substantially similar multiple billing or other contractual disputes that are individually numbered) or disputing a request for reimbursement of an overpayment of a claim. Each Provider Dispute must contain, at a minimum, the following information: claimant's name, billing provider's tax ID number or \_\_\_\_\_ ID number, Provider's contact information, and a clear explanation of the issue and the Provider's position on such issue; and if the contracted provider dispute involves a patient or group of patients, the name and identification number(s) of the patient or patients. If the contracted provider dispute concerns a claim or a request for reimbursement of an overpayment of a claim from \_\_\_\_\_ to a contracted provider the following must be provided: original claim form number, a clear identification of the disputed item, the Date of Service and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information,



request for reimbursement for the overpayment of a claim, contest, denial, adjustment or other action is incorrect.

IN WITNESS WHEREOF, \_\_\_\_\_ and Provider have executed this Agreement as an instrument under seal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street, City, State, Zip

\_\_\_\_\_  
Street, City, State, Zip

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## EXHIBIT A

**Definitions.** Capitalized terms used herein shall have the meanings ascribed to them in the body of this Agreement and/or in the Exhibits and other documents attached hereto, or as defined below. Terms other than those defined herein shall be given their plain English meaning-and terms of art having specialized meanings in Provider's industry shall be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and vice-versa.

"Affiliate" means any entity controlling or controlled by or under common control with a Party, at the time of execution of the Agreement and any time thereafter, where "control" is defined as (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, or (b) any other entity with respect to which such Party has significant management or operational responsibility (even though such Party may own less than fifty percent (50%) of the equity of such entity).

"Agreement" means (a) the body of this Agreement, (b) the policies and procedures, as may be modified from time to time, (c) the applicable Exhibits, and (d) any SOW that is entered into and signed by both Parties pursuant to this Agreement, as well as any SOW entered into subsequent to the Effective Date of the Agreement.

"Health Data" means, in or on any media or form of any kind: (i) all data or summarized data related to or its Affiliates, and all data indexing such data (regardless of whether or not owned by, generated or compiled b, or provided by customers), including data that's or its Affiliates' databases or otherwise in's or its Affiliates' possession on the Effective Date or at any time from such date through the last day of the Term, all tapes of recorded conversations with \_'s or its Affiliates' customers and all other information recorded by Service Provider concerning's or its Affiliates' customers or the provision of the Services or Deliverables; and (ii) all other or its Affiliates' records, data, files, input materials, processed data, reports and forms that may be received, computed, developed, used, or stored by Provider, or by any of Provider's subcontractors, for or its Affiliates in the performance of Provider's duties under the Agreement, but excluding in any event any internal data and information of Provider and its subcontractors.

"\_IP" means (i) any IP made, conceived, developed, purchased, or licensed by or its Affiliates, or by third parties under contract to or its Affiliates, prior to the Effective Date of the applicable Statement of Work, (ii) any IP provided by or its Affiliates or their respective agents to Provider for incorporation into the Deliverables or use in connection with the Services (including any Data, images, programming, computer code, photographs, illustrations, graphics, audio clips, video clips and text), and (iii) any modifications or enhancements to the foregoing.

"Applicable Laws" shall mean all international, federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders (which are applicable to "\_\_\_\_" or Provider), licenses, or permits of any governmental entity or other authority that reasonably relate to performance under this Agreement in any applicable jurisdiction (whether within the United States or in any other country).

"Custom IP" means IP made, conceived, or developed by Provider or any subcontractor for \_or its Affiliates in creating the Deliverables or performing the Services. Except for the licenses granted herein, Custom IP does not include Provider IP or Third-Party IP.

“Deliverable” or “Deliverables” means the tangible or intangible items produced by Provider for or its Affiliates pursuant to a Statement of Work. Deliverables are a subset of Services and any reference to “Services” hereunder shall be deemed to include any Deliverables to be provided under an applicable Statement of Work. “Documentation,” is a subset of Deliverables and any reference to Deliverables shall be deemed to include reference to any related Documentation.

“Documentation” shall mean all manuals, descriptions, instructions or other materials, that are in existence or may come into existence during the period Provider is providing Deliverables, Provider-Provided Materials and/or Services hereunder and which describe the operation, maintenance, functionality and use of such Deliverables, Provider-Provided Materials and/or Services, as applicable.

“IP” or “Intellectual Property” means all concepts, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, names, likenesses, know-how, ideas (whether or not protected under trade secret laws) and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, mask work, trademark, trade secret, or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, for all media now known or later developed, including all new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes and methods of doing business.

“Non-emergency medical transportation” shall mean transportation conducted by a third-party company hired by Safr Care to transport the Membership of “”. Safr Care is not directly conducting transportation, only the third-party non-emergency medical transportation companies fulfill ride services.

“Nonpublic Personal Financial Information” or “NPMFI” shall have the same meaning as “Nonpublic Personal Information” in 15 USC, Subchapter I, Sec. 6801-6809, of the Gramm-Leach-Bliley Act. NPMFI may also be referred to herein as “Personally Identifiable Information.”

“Party” means \_or Provider/Service Provider; “Parties” means and Provider/Service Provider.

“Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. § 160.103, limited to the information created or received by Provider from or on behalf of \_\_\_\_\_.

“Provider” shall mean (unless otherwise specifically stated) Safr Care services as a one-stop non-emergency medical transportation scheduling platform for “”.

“Services” shall mean all services performed under the Agreement pursuant to a properly authorized and executed Statement of Work, together with any or all of the acts, services, tasks, subtasks, work, and/or Deliverables reasonably required to provide \_with such services in accordance with this Agreement, whether or not such inherent or implicit acts, services, tasks, subtasks, work and/or Deliverables are expressly identified in the Statement of Work (other than such acts, services, tasks and materials that or its representatives are responsible for providing as expressly listed in the applicable Statement of Work).

“Statement of Work” or “SOW” means the document describing the Services, Deliverables, functions, responsibilities and projects to be performed thereunder, in accordance with this Agreement, and signed by authorized representatives of both Parties. Each SOW shall constitute a separate agreement which incorporates the terms and provisions of this Agreement, whether or not such SOW expressly references this Agreement.

“Provider IP” means IP made, conceived, developed, purchased, or licensed by Provider or its Affiliates, or by third parties under contract to Provider or its Affiliates, (i) prior to the effective date of the applicable Statement of Work or (ii) independent of the Services, that, in case of both (i) and (ii) above: neither contains IP or any derivative works thereof; nor uses, includes or refers to Confidential Information for the avoidance of doubt, Provider IP does not include Custom IP or any other IP.

“Provider-Provided Materials” shall mean all materials, systems, goods, processes, and/or any other item, as applicable, provided by Provider and delivered or made accessible to for use or benefit as identified in a SOW.

“Third-Party IP” means IP licensed, made, conceived, or developed by a third-party and used by Provider in creating the Deliverables or performing the Services.

**Applicability of Definitions.** The definitions contained in this Agreement shall apply to each SOW.

**Requirement of a SOW; Order of Precedence.**

For each engagement under this Agreement, the Services to be performed by Provider at 's request will be described in an SOW. Each SOW and each amendment thereto must be signed by both Parties. Each SOW shall constitute a separate agreement which incorporates the terms and provisions of this Agreement. The provisions of this Master Services Agreement shall control over any conflicting provisions in an SOW, except to the extent the SOW indicates the clear intent of the Parties that such conflicting term prevail over a term or condition of this Master Services Agreement.

**Affiliates.**

And any of its Affiliates (as they may exist during the term hereof) may engage Provider to perform Services and deliver Deliverables under this Agreement. Affiliates are granted all rights and benefits of the Services and Deliverables under this Agreement; provided that they shall be deemed to be bound by the terms and conditions contained herein. In no event shall. be deemed or understood to administer or insure health care plans and/or health care delivery services.

**Transferred Entities.**

If sells or otherwise transfers ownership of a business unit or Affiliate (a “*Transferred Entity*”) using any Services or Provider-Provided Materials or entitled to purchase Services or Provider-Provided Materials hereunder, at 's option the Transferred Entity may continue to use or maintain the right to purchase such Provider-Provided Materials and/or Services for a period not to exceed six (6) months, under the terms and conditions of this Agreement, provided such Transferred Entity signs an agreement with Provider agreeing to be bound by the terms and conditions of this Agreement and Provider shall cooperate with, the Transferred Entity and any new Provider in a transition to a new Provider's products and/or services.

The term “services” shall mean making the connection thru a software platform provided for \_\_\_\_\_’s Members to schedule non-emergency medical transportation to Safr Care’s third-party network of Transportation Provider Companies.

“Transportation Provider Companies” shall mean independent, registered companies only affiliated with Safr Care through a MSA and BAA (Master Service Agreement and Business Associate Agreement). These agreements relieve Safr Care of all liability concerning ride incidents, vehicle management, insurance lapsing, credentials expired, and any and all else that is not related to the software platform supplied by Safr Care.

## EXHIBIT B

### BUSINESS ASSOCIATE AGREEMENT

If, during the term of any Agreement between Provider (Safr Care) and \_\_\_\_\_, and/or any of its affiliates (“\_\_\_\_\_”), Provider requires the use or disclosure of Protected Health Information, including creating, receiving, maintaining, or transmitting Protected Health Information, then Provider shall be deemed a Business Associate of \_\_\_\_\_ and the following provisions shall apply:

This agreement (“Agreement”) shall be effective on the date of Provider’s signature and is between the Provider (“Business Associate”) identified in this Agreement and \_\_\_\_\_ on behalf of itself and its affiliates who are Covered Entities or Business Associates and who have a business relationship with Business Associate, if any (hereinafter collectively “Company”). The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and their implementing regulations (45 C.F.R. Parts 160-164, including Subpart E of 45 CFR Part 164) ("HIPAA"), any applicable state privacy laws, any applicable state security laws, any applicable implementing regulations issued by the Insurance Commissioner or other regulatory authority over data protected herein.

(13) Privacy of Protected Health Information (PHI) extension of BAA)

#### **Permitted and Required Uses and Disclosures.**

Business Associate is permitted or required to Use or disclose Protected Health Information (“PHI”) it requests, creates, or receives for or from Company (or another business associate of Company) only as follows:

#### **Functions and Activities on Company’s Behalf.**

Business Associate is permitted to request, Use, or disclose PHI it creates or receives for or from Company (or another business associate of Company), consistent with HIPAA, only as described in this Agreement, or other agreements during their term that may exist between Company and Business Associate.

#### **Business Associate’s Operations.**

Business Associate may Use PHI it creates or receives for or from Company as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:

- i. The Disclosure is Required by Law; or
- ii. Business Associate obtains reasonable assurance evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that the person or organization will:
  - Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or Required by Law; and
  - Notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
- i. **Data Aggregation Services.** Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Company
- ii. **Minimum Necessary and Limited Data Set.** In any instance when Business Associate requests, Uses, or discloses PHI under this Agreement or in accordance with other agreements that exist between Company and Business Associate, Business Associate may request, Use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose. Business Association will Use a Limited Data Set, if applicable. Business Associate will not be obligated to comply with this minimum necessary limitation with respect to requests, Uses, or discloses as outlined in 45 C.F.R. § 164.502(b)(2).
- iii. **Use by Workforce.** Business Associate shall advise members of its workforce of their obligations to protect and safeguard PHI. Business Associate shall take appropriate disciplinary action against any member of its workforce who Uses or discloses PHI in contravention of this Agreement.
- iv. **Disclosure to U.S. Department of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Company (or created or received by Business Associate on behalf of Company) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining Company's compliance with 45 C.F.R. Parts 160-164. Unless the Secretary directs otherwise, Business Associate shall promptly notify Company of Business Associate's receipt of such request, so that Company can assist in compliance with that request.
- v. **Substance Use Disorder Records.** To the extent that PHI exchanged between the parties includes information on an individual's substance use disorder, the parties agree to comply with the applicable requirements of 42 C.F.R. Part 2 ("Confidentiality of Substance Use Disorder Patient Records") including its provisions on disclosure and re-disclosure of said information.

### **Prohibitions on Unauthorized Requests, Use or Disclosure.**

Business Associate will neither use nor disclose Company's PHI it creates or receives from Company or from another Business Associate of Company, except as permitted or required by this Agreement or as Required by Law or as otherwise permitted in writing by Company. This Agreement does not authorize Business Associate to request, Use, disclose, maintain or transmit PHI in a manner that will violate 45 C.F.R. Parts 160-164.

### **Sub-Contractors and Agents.**

Business Associate will require any of its Subcontractors and/or agents that create, receive, maintain, or transmit such PHI to provide reasonable assurance, evidenced by written contract, that Subcontractor or agent will comply with the same privacy and security commitments that are substantively equivalent to those in this Agreement with respect to such PHI, including the obligations described in Section 4 herein.

### **Information Safeguards.**

Business Associate must use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 and must implement, maintain and use a written information security program that contains the necessary administrative, technical and physical safeguards that are appropriate in light of the Business Associate's size and complexity in order to achieve the safeguarding objectives as detailed in Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164.530(c), the HITECH Act and any other implementing regulations issued by the U.S. Department of Health and Human Services, as such may be amended from time to time and as required by the Required Information Security Controls exhibit attached to this agreement. Further, Business Associate shall comply with any applicable state data privacy or security law. Business Associate shall notify Company should Business Associate determine it is unable to comply with any such law or regulation.

### **Audits and Surveys.**

Company shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the requirements relating to the maintenance, Use, Disclosure, and creation of PHI [and De-Identified Data (DID), if applicable]. At Company's request in lieu of a formal audit, the Business Associate shall provide Company with information concerning its information safeguards and privacy practices as they pertain to PHI.

During the term of this Agreement, Business Associate may be asked to complete a privacy and security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the



reasonable timeframe specified by Covered Entity shall constitute a material breach of this Agreement.

Upon reasonable advance request, Business Associate shall provide Company access to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the Use and Disclosure of PHI, in order to determine Business Associate's compliance with this Agreement. Any such access to Business Associate facilities may be limited to the extent required to protect other entities' PHI or confidential information.

#### (14) Individual Rights

##### **Access**

Business Associate will promptly upon Company's request make available to Company or, at Company's direction, to the Individual (or the Individual's Personal Representative) for inspection and obtaining copies any PHI about the Individual which Business Associate created or received for or from Company and that is in Business Associate's custody or control, so that Company may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. 164.524, and where applicable, the HITECH Act. Business Associate shall make such information available in electronic format were directed by the Company.

##### **Amendment.**

Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI which Business Associate created or received for or from Company, pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.526.

Business Associate will not respond directly to an Individual's request for an amendment of their PHI held in the Business Associate's Designated Record Set. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely response to the Individual.

##### **Disclosure Accounting.**

So that Company may meet its Disclosure accounting obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.528 Business Associate will promptly, but no later than within seven (7) days of the Disclosure, report to Company for each Disclosure Business Associate makes of Company PHI not expressly excepted from the right to an accounting as described in 45 CFR 164.528(a)(1)(i)-(ix). For each Disclosure for which a report is required by this section, Business Associate will provide the following information as described in 45 CFR 164.528(b).

Except as provided below, Business Associate will not respond directly to an Individual's request for an accounting of Disclosures. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely accounting to the Individual. However, when Business Associate is contacted directly by an individual based on information provided to the individual by Company, Business Associate shall make the accounting of disclosures available directly to the individual, but only if required by the HITECH Act or any related regulations.

### **Confidential Communications and Restriction Agreements.**

Business Associate will promptly, upon receipt of notice from Company, send an Individual's communications to the identified alternate address. Business Associate will comply with any agreement Company makes that restricts Use or Disclosure of Company's PHI pursuant to 45 C.F.R. §164.522(a), provided that Company notifies Business Associate in writing of the restriction obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination or modification of any confidential communication requirement or restriction agreement.

#### (15) Breach of Privacy and Security Obligations

### **Reporting. Business Associate will report to Company:**

(I) any Use or Disclosure of PHI not permitted by this Agreement or in writing by Company notwithstanding if it is a Breach as defined by the HITECH Act;

(ii) any Security Incident; (Act; or (iv) any other breach of a secure system, or the like, as such may be defined under applicable state law (collectively a "Breach"). Except as described in subparagraph "c)" below, Business Associate will, without unreasonable delay, but no later than within one (1) business day after Business Associate's discovery of a Breach, make the report by sending a report to Company by such reasonable means of reporting as may be communicated to Business Associate by Company. Business Associate shall cooperate with Company in investigating the Breach and in meeting Company's obligations under the HITECH Act, and any other applicable security breach notification laws or regulatory obligations.

**Report Contents.** To the extent such information is available Business Associate's report will at least:

- (i) Identify the nature of the non-permitted or prohibited access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
- (ii) Identify the PHI accessed, used or disclosed, and provide an exact copy or replication of the PHI, as appropriate, in a format reasonably requested by Company, and to the extent available;
- (iii) Identify the entity that and if applicable, the role of the individual, who caused the Breach and who received the PHI;
- (iv) Identify what corrective action Business Associate took or will take to prevent further Breaches;
- (v) Identify what Business Associate did or will do to mitigate any deleterious effect of the Breach; and
- (vi) Provide such other information, including a written report, as Company may reasonably request.

**Unsuccessful Security Incidents.**

Except as noted in paragraph 10 (c) below, the parties acknowledge and agree that this section constitutes notice by Business Associate to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Company shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or disclosure of PHI.

**Medicare Vendor Reporting Requirements**

To the extent that Business Associate is subject to any Center for Medicare and Medicaid (“CMS”) incident reporting requirements (including applicable timeframes for such reporting) as detailed in the services agreement between Company and Business Associate (including any amendments, exhibits or addenda), Business Associate shall comply with all such reporting requirements, in addition to those imposed hereby.

### **Mitigation.**

Business Associate agrees to mitigate to the extent practicable, any harmful effect that is known to Business Associate of any security incident related to PHI or any Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement. To the extent Company incurs any expense Company reasonably determines to be necessary to mitigate any Breach or any other non-permitted Use or Disclosure of Individually Identifiable Information, Business Associate shall reimburse Company for such expense.

### **Breach of Agreement.**

Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Business Associate breaches its obligations under this Agreement, Company may, at its option:

- i. Require Business Associate to submit to a plan of monitoring and reporting, as Company may determine appropriate to maintain compliance with this Agreement and Company shall retain the right to report to the Secretary of HHS any failure by Business Associate to comply with such monitoring and reporting; or
- ii. Immediately and unilaterally, terminate this Agreement and/or any other agreements between the parties, without penalty to Company, and with or without an opportunity to cure the breach. Company's remedies under this Section and set forth elsewhere in this Agreement or in any other agreement between the parties shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach is not curable or if curable, has not been cured, but Company determines that termination of this Agreement and/or any other agreements between the parties is not feasible, Company may report such breach to the U.S. Department of Health and Human Services.

### (16) Compliance with Standard Transactions

Sections 13 through 17 of this Agreement are only applicable to those Business Associates that conduct, in whole or in part Standard Transactions, for or on behalf of Company.

Business Associate will comply, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162 for which HHS has established Standards. Business Associate will comply by a mutually agreed date, but no later than the date for compliance with all applicable final regulations, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions, to comply, with each applicable requirement of the Transaction Rule 45 C.F. R. Part 162.

Business Associate agrees to demonstrate compliance with the Transactions by allowing Company to test the Transactions and content requirements upon a mutually agreeable date. Business Associate will not enter into, or permit its Subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

- i. Changes the definition, data condition or use of a data element or segment in a Standard Transaction.
- ii. Adds any data elements or segments to the maximum defined data set;
- iii. Uses any code or data element that is marked “not used” in the Standard Transaction’s Implementation Specification or is not in the Standard Transaction’s Implementation Specification; or
- iv. Changes the meaning or intent of the Standard Transaction’s Implementation Specification.

#### **Concurrence for Test Modification to Standard Transactions.**

Business Associate agrees and understands that there exists the possibility that Company or others may request from HHS an exception from the Uses of a Standard in the HHS Transaction Standards. If this request is granted by HHS, Business Associate agrees that it will participate in such test modification.

#### **Incorporation of Modifications to Standard Transactions**

Business Associate agrees and understands that from time-to-time, HHS may modify and set compliance dates for the Transaction Standards. Business Associate agrees to incorporate by reference into this Agreement any such modifications or changes.

#### **Code Set Retention (Only for Plans).**

Both parties understand and agree to keep open code sets being processed or used in the Agreement for at least the current billing period or any appeal period, whichever is longer.

#### **Guidelines and Requirements.**

Business Associate further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPAA and any regulations promulgated thereunder, governing the exchange of information between Business Associate and the Company.

### **Return or Destruction.**

Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will if feasible return to Company or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from Company, including all copies of and any data or compilations derived from and allowing identification of any Individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Business Associate shall destroy all PHI in accordance with any guidance set forth by the Secretary of HHS and/or any other government agency or other entity to whom HHS delegates such authority Business Associate will identify any PHI that Business Associate created or received for or from Company that cannot feasibly be returned to Company or destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible and will otherwise continue to protect the security any PHI that is maintained pursuant to the security provisions of this Agreement for so long as the PHI is maintained. Upon request, Business Associate will certify in writing to Company that such return or destruction has been completed, will deliver to Company the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only Use or disclose such PHI for those purposes that make return or destruction infeasible.

### **Continuing Privacy and Security Obligation.**

Business Associate's obligation to protect the privacy and security of the PHI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement, so long as the data is maintained.

## (18) General Provisions

### **Definitions.**

Except as otherwise provided, the capitalized terms in this Agreement have the meanings set out in 45 C.F.R. Parts 160-164, as may be amended from time to time. The term Protected Health Information ("PHI") includes any information without regard to its form or medium, gathered by Business Associate in connection with Business Associate's relationship with Covered Entity that identifies an individual or that otherwise would be defined as Protected Health Information under HIPAA. The term "business associate" in lower case shall have the meaning set out in 45 CFR 160.103.

### **Amendment.**

From, time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, Business Associate agrees to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with Company to carry out any responsibilities placed upon Company or Business Associate by said laws, rules, or regulations.

**Conflicts.**

The terms and conditions of this Agreement will override and control any conflicting term or condition of any other agreement between the parties with respect to the subject matter herein. All non-conflicting terms and conditions of the said other agreement(s) remain in full force and effect.

**Owner of PHI.**

As between the parties, Company is the exclusive owner of PHI generated or used under the terms of the Agreement.

**Subpoenas.**

Business Associate will promptly inform Company of any subpoena Business Associate receives with regard to PHI belonging to Company and cooperate with any Company request or effort to limit Disclosure pursuant to such subpoena.

**Disclosure of De-identified Data.**

The process of converting PHI to De-identified Data (DID) is set forth in 45 C.F.R Part 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data. Business Associate shall only Use DID as direct by Company.

**Creation of De-identified Data.**

In the event Business Associate wishes to convert PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 C.F.R. Part 164.514. Business Associate may only Use DID as direct or otherwise agreed to by Company.

**Assignment/Subcontract.**

Company shall have the right to review and approve any proposed assignment or subcontracting of Business Associate's duties and responsibilities arising under the Agreement, as it relates to the Use or creation of PHI (or DID if applicable].

**Intent.**

The parties agree that there are no intended third-party beneficiaries under this Agreement.

**Indemnity.**

Business Associate will indemnify and hold harmless Company and any Company affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement by Business Associate or any Subcontractor, agent, person or entity under Business Associate's control.

**IN WITNESS WHEREOF**, Company and Business Associate execute this Agreement in multiple originals to be effective on the date of Business Associate's Signature below:

Safr Technologies, Inc.	
_____ <i>Name of Business Associate</i>	_____ <i>Name of Company</i>
<i>By:</i> _____ <i>Signature</i>	<i>By:</i> _____ <i>Signature</i>
Syed Gilani	
_____ <i>Printed Name</i>	_____ <i>Printed Name</i>
CEO	
_____ <i>Title</i>	_____ <i>Title</i>
_____, _____, 2023	
_____ <i>Date</i>	_____

.



## (19) EXHIBIT C SAMPLE SCOPE OF WORK (SOW)

### **Introduction**

Project Type: Non-Emergency Medical Transportation (NEMT) scheduling services technology platform used by and for ABC Co. membership

Safr Care lead: Kelly McNeese

ABC agent: John Doe

Standing Offer: Agreement to purchase services from Safr Care at \$xx/wheelchair, depending on location, one-way rides from January 1, 2023 thru March 31, 2023.

Contract: Formal, legally-binding agreement signed by both parties that takes precedence to any differentiations in this SOW

### **Project Overview and Objectives**

This project is intended to provide “ABC” scheduling services for transportation to its’ membership, thru the network of transportation providers that are using the SafrCare software platform. This project is intended to reduce costs from unnecessary emergency transportation and also improve health outcomes by getting members to their appointments.

### **Scope of work**

To begin the SOW, ABC Company shall make sure any employee needing access to the SafrCare platform will have access. Safr Care will ensure that ABC users of the platform have been properly trained to start scheduling. ABC users will then use the platform to schedule all NEMT rides to the Safr Care platform. Safr Care will assign those rides to their network of transportation provider companies.

### **Task list**

Kickoff phase: Assigned agent(s) of ABC will obtain a list of all employees needing access to the Safr Care platform. Agent(s) will then ensure that all devices that will be using the Safr Care platform have the software installed. Safr Care representative(s) will begin scheduling “how to” zoom meetings to teach the users how to schedule a ride.

Build phase: Implementing use of Safr Care software by ABC users. Rides are requested to be at least one day in advance. Same day service is only “as available”.

Ongoing phase: ABC may monitor rides and collect data for services performed.

### **Project Schedule**

The SOW project schedule will start on January 1, 2023, and cover a three-month period of time (through March 31, 2023). Both parties will have the opportunity by mutual agreement to extend this SOW over an additional period of time.

The area(s) of coverage for this SOW includes Phoenix, Scottsdale, and Glendale areas with a thirty-mile radius to any one of these cities.

ABC will be required to notify all staff members of the agreement to use Safr Care software for all needed transportation in the aforementioned areas. Safr Care will be required to dispatch all available rides to its network of transportation companies. (If a same-day ride is not available, a Safr Care representative will timely notify the user making the request.)

ABC will be required, before this SOW is signed by both parties, to give its best estimate of the number of rides needed on a daily basis (and specify if you are estimating one-way rides or roundtrip rides). Upon receipt of this information, Safr Care will be required to have a large-enough network to cover all rides.

### **Project Deliverables**

- 95% fulfillment of accepted rides
- Analytics setup and tracking metrics

### **Project Management**

- **Costs:** Rides are billed by vehicle type (e.g., wheelchair van or just a sedan); if stairs are involved, if additional riders are going, and if the member requires special assistance. The rates are mileage-based. There is a Base Cost for the first ten miles. Miles after that are set at a specified dollar amount. There is no charge for the time the ride takes. See EXHIBIT D for pricing breakdown.
- **Payment:** Payments are due on a bi-weekly basis (every other Friday). Payments can be made by ACH. If deadlines get missed or scope increases, then Agent Joe from ABC will meet with Agent John from SafrCare and come to an agreed-upon resolution.
- **Reporting:** ABC's Agent Joe and Safr Care's Agent John will be responsible for signing off on all deliverables, approving scope changes/adjustments. ABC's Agent Jane and Safr Care's Agent Mary will be responsible for handling support and maintenance.
- **Other:** ABC unequivocally understands that the Safr Care platform is intellectual property and there are no other intended uses of Safr Care property by ABC.

**This SOW is entered into and agreed upon on December 15, 2022, by and between ABC Company and Safr Care Technologies, Inc.**

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Authorized ABC signature

Authorized Safr Care signature

(20) EXHIBIT D PRICING EXAMPLE

- Stairs \$xx
- Each Additional Person more than 1 = \$xx
- Special Assistance \$xx

Base=0-xx miles

Ambulatory	\$xx base + \$x per mile over
Wheelchair	\$xx base + \$xx per mile over
Bariatric Wheelchair	\$xx base + \$xx per mile over
Broda chair	\$xx base + \$xx per mile over
Stretcher	\$xx base + \$xx per mile over
Remote rides over xx miles	\$xx per mile over xx miles

All rates may vary by location.

(21) Privacy of Protected Health Information

**Permitted and Required Uses and Disclosures.**

Business Associate is permitted or required to Use or disclose Protected Health Information (“PHI”) it requests, creates, or receives for or from Company (or another business associate of Company) only as follows:

- i. **Functions and Activities on Company’s Behalf.** Business Associate is permitted to request, Use, or disclose PHI it creates or receives for or from Company (or another business associate of Company), consistent with HIPAA, only as described in this Agreement, or other agreements during their term that may exist between Company and Business Associate.
- ii. **Business Associate’s Operations.** Business Associate may Use PHI it creates or receives for or from Company as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:

The Disclosure is Required by Law; or

Business Associate obtains reasonable assurance evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that the person or organization will:

Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or Required by Law; and

Notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

**Data Aggregation Services.** Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Company

- ii. **Minimum Necessary and Limited Data Set.** In any instance when Business Associate requests, Uses, or discloses PHI under this Agreement or in accordance with other agreements that exist between Company and Business Associate, Business Associate may request, Use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose. Business Association will Use a Limited Data Set, if applicable. Business Associate will not be obligated to comply with this minimum necessary limitation with respect to requests, Uses, or discloses as outlined in 45 C.F.R. § 164.502(b)(2).
- iii. **Use by Workforce.** Business Associate shall advise members of its workforce of their obligations to protect and safeguard PHI. Business Associate shall take appropriate

disciplinary action against any member of its workforce who Uses or discloses PHI in contravention of this Agreement.

- iv. **Disclosure to U.S. Department of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Company (or created or received by Business Associate on behalf of Company) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining Company's compliance with 45 C.F.R. Parts 160-164. Unless the Secretary directs otherwise, Business Associate shall promptly notify Company of Business Associate's receipt of such request, so that Company can assist in compliance with that request.
- v. **Substance Use Disorder Records.** To the extent that PHI exchanged between the parties includes information on an individual's substance use disorder, the parties agree to comply with the applicable requirements of 42 C.F.R. Part 2 ("Confidentiality of Substance Use Disorder Patient Records") including its provisions on disclosure and re-disclosure of said information.
- vi. **Prohibitions on Unauthorized Requests, Use or Disclosure.** Business Associate will neither use nor disclose Company's PHI it creates or receives from Company or from another Business Associate of Company, except as permitted or required by this Agreement or as Required by Law or as otherwise permitted in writing by Company. This Agreement does not authorize Business Associate to request, Use, disclose, maintain or transmit PHI in a manner that will violate 45 C.F.R. Parts 160-164.
- vii. **Sub-Contractors and Agents.** Business Associate will require any of its Subcontractors and/or agents that create, receive, maintain, or transmit such PHI to provide reasonable assurance, evidenced by written contract, that Subcontractor or agent will comply with the same privacy and security commitments that are substantively equivalent to those in this Agreement with respect to such PHI, including the obligations described in Section 4 herein.
- viii. **Information Safeguards.** Business Associate must use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 and must implement, maintain and use a written information security program that contains the necessary administrative, technical and physical safeguards that are appropriate in light of the Business Associate's size and complexity in order to achieve the safeguarding objectives as detailed in Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164.530(c), the HITECH Act and any other implementing regulations issued by the U.S. Department of Health and Human Services, as such may be amended from time to time and as required by the Required Information Security Controls exhibit attached to this agreement. Further, Business Associate shall comply with any applicable state data privacy or security law. Business Associate shall notify Company should Business Associate determine it is unable to comply with any such law or regulation.
- ix. **Audits and Surveys.** Company shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the requirements relating to the maintenance, Use, Disclosure, and

creation of PHI [and De-Identified Data (DID), if applicable]. At Company's request in lieu of a formal audit, the Business Associate shall provide Company with information concerning its information safeguards and privacy practices as they pertain to PHI.

During the term of this Agreement, Business Associate may be asked to complete a privacy and security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this Agreement.

Upon reasonable advance request, Business Associate shall provide Company access to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the Use and Disclosure of PHI, in order to determine Business Associate's compliance with this Agreement. Any such access to Business Associate facilities may be limited to the extent required to protect other entities' PHI or confidential information.

## (22) Individual Rights

- i. **Access.** Business Associate will promptly upon Company's request make available to Company or, at Company's direction, to the Individual (or the Individual's Personal Representative) for inspection and obtaining copies any PHI about the Individual which Business Associate created or received for or from Company and that is in Business Associate's custody or control, so that Company may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. 164.524, and where applicable, the HITECH Act. Business Associate shall make such information available in electronic format were directed by the Company.
- ii. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI which Business Associate created or received for or from Company, pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.526.
- iii. Business Associate will not respond directly to an Individual's request for an amendment of their PHI held in the Business Associate's Designated Record Set. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely response to the Individual.
- iv. **Disclosure Accounting.**
- v. So that Company may meet its Disclosure accounting obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.528 Business Associate will promptly, but no later than within seven (7) days of the Disclosure, report to Company for each Disclosure Business Associate makes of Company PHI not expressly excepted from the right to an accounting as described in 45 CFR 164.528(a)(1)(i)-(ix). For each Disclosure for which a report is required by this section, Business Associate will provide the following information as described in 45 CFR

164.528(b). Except as provided below, Business Associate will not respond directly to an Individual's request for an accounting of Disclosures. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely accounting to the Individual. However, when Business Associate is contacted directly by an individual based on information provided to the individual by Company, Business Associate shall make the accounting of disclosures available directly to the individual, but only if required by the HITECH Act or any related regulations.

- vi. **Confidential Communications and Restriction Agreements.** Business Associate will promptly, upon receipt of notice from Company, send an Individual's communications to the identified alternate address. Business Associate will comply with any agreement Company makes that restricts Use or Disclosure of Company's PHI pursuant to 45 C.F.R. §164.522(a), provided that Company notifies Business Associate in writing of the restriction obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination or modification of any confidential communication requirement or restriction agreement.

(23) Breach of Privacy and Security Obligations

- i. **Reporting:** Business Associate will report to Company: (i) any Use or Disclosure of PHI not permitted by this Agreement or in writing by Company notwithstanding if it is a Breach as defined by the HITECH Act;(ii) any Security Incident; (iii) any Breach of a secure system, or the like, as such may be defined under applicable state law (collectively a "Breach"). Except as described in subparagraph "c)" below, Business Associate will, without unreasonable delay, but no later than within one (1) business day after Business Associate's discovery of a Breach, make the report by sending a report to Company by such reasonable means of reporting as may be communicated to Business Associate by Company. Business Associate shall cooperate with Company in investigating the Breach and in meeting Company's obligations under the HITECH Act, and any other applicable security breach notification laws or regulatory obligations.
- ii. **Report Contents.** To the extent such information is available Business Associate's report will at least:
- (i) Identify the nature of the non-permitted or prohibited access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
  - (ii) Identify the PHI accessed, used or disclosed, and provide an exact copy or replication of the PHI, as appropriate, in a format reasonably requested by Company, and to the extent available;



- (iii) Identify the entity that and if applicable, the role of the individual, who caused the Breach and who received the PHI;
  - (iv) Identify what corrective action Business Associate took or will take to prevent further Breaches;
  - (v) Identify what Business Associate did or will do to mitigate any deleterious effect of the Breach; and
  - (vi) Provide such other information, including a written report, as Company may reasonably request.
- i. **Unsuccessful Security Incidents.** Except as noted in paragraph 10 (c) below, the parties acknowledge and agree that this section constitutes notice by Business Associate to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Company shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or disclosure of PHI.
  - ii. **Medicare Vendor Reporting Requirements** –To the extent that Business Associate is subject to any Center for Medicare and Medicaid (“CMS”) incident reporting requirements (including applicable timeframes for such reporting) as detailed in the services agreement between Company and Business Associate (including any amendments, exhibits or addenda), Business Associate shall comply with all such reporting requirements, in addition to those imposed hereby.
  - iii. **Mitigation.** Business Associate agrees to mitigate to the extent practicable, any harmful effect that is known to Business Associate of any security incident related to PHI or any Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement. To the extent Company incurs any expense Company reasonably determines to be necessary to mitigate any Breach or any other non-permitted Use or Disclosure of Individually Identifiable Information, Business Associate shall reimburse Company for such expense.
  - iv. **Breach of Agreement.** Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Business Associate breaches its obligations under this Agreement, Company may, at its option:

Require Business Associate to submit to a plan of monitoring and reporting, as Company may determine appropriate to maintain compliance with this Agreement and Company shall retain the right to report to the Secretary of HHS any failure by Business Associate to comply with such monitoring and reporting; or

Immediately and unilaterally, terminate this Agreement and/or any other agreements between the parties, without penalty to Company, and with or without an opportunity to cure the breach. Company's remedies under this Section and set forth elsewhere in this Agreement or in any other agreement between the parties shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach is not curable or if curable, has not been cured, but Company determines that termination of this Agreement and/or any other agreements between the parties is not feasible, Company may report such breach to the U.S. Department of Health and Human Services.

#### (24) Compliance with Standard Transactions

Sections 13 through 17 of this Agreement are only applicable to those Business Associates that conduct, in whole or in part Standard Transactions, for or on behalf of Company.

Business Associate will comply, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162 for which HHS has established Standards. Business Associate will comply by a mutually agreed date, but no later than the date for compliance with all applicable final regulations, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions, to comply, with each applicable requirement of the Transaction Rule 45 C.F. R. Part 162. Business Associate agrees to demonstrate compliance with the Transactions by allowing Company to test the Transactions and content requirements upon a mutually agreeable date. Business Associate will not enter into, or permit its Subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

- i. Changes the definition, data condition or use of a data element or segment in a Standard Transaction.
- ii. Adds any data elements or segments to the maximum defined data set;
- iii. Uses any code or data element that is marked "not used" in the Standard Transaction's Implementation Specification or is not in the Standard Transaction's Implementation Specification; or
- iv. Changes the meaning or intent of the Standard Transaction's Implementation Specification.

14. Concurrence for Test Modification to Standard Transactions. Business Associate agrees and understands that there exists the possibility that Company or others may request from

HHS an exception from the Uses of a Standard in the HHS Transaction Standards. If this request is granted by HHS, Business Associate agrees that it will participate in such test modification.

**Incorporation of Modifications to Standard Transactions** Business Associate agrees and understands that from time-to-time, HHS may modify and set compliance dates for the Transaction Standards. Business Associate agrees to incorporate by reference into this Agreement any such modifications or changes.

**Code Set Retention (Only for Plans).** Both parties understand and agree to keep open code sets being processed or used in the Agreement for at least the current billing period or any appeal period, whichever is longer.

**Guidelines and Requirements.** Business Associate further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPAA and any regulations promulgated thereunder, governing the exchange of information between Business Associate and the Company.

(25) Obligations upon Termination

- i. **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will if feasible return to Company or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from Company, including all copies of and any data or compilations derived from and allowing identification of any Individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Business Associate shall destroy all PHI in accordance with any guidance set forth by the Secretary of HHS and/or any other government agency or other entity to whom HHS delegates such authority Business Associate will identify any PHI that Business Associate created or received for or from Company that cannot feasibly be returned to Company or destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible and will otherwise continue to protect the security any PHI that is maintained pursuant to the security provisions of this Agreement for so long as the PHI is maintained. Upon request, Business Associate will certify in writing to Company that such return or destruction has been completed, will deliver to Company the identification of any PHI for

which return or destruction is infeasible and, for that PHI, will certify that it will only Use or disclose such PHI for those purposes that make return or destruction infeasible.

- ii. **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and security of the PHI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement, so long as the data is maintained.

## (26) General Provisions

- i. **Definitions.** Except as otherwise provided, the capitalized terms in this Agreement have the meanings set out in 45 C.F.R. Parts 160-164, as may be amended from time to time. The term Protected Health Information ("PHI") includes any information without regard to its form or medium, gathered by Business Associate in connection with Business Associate's relationship with Covered Entity that identifies an individual or that otherwise would be defined as Protected Health Information under HIPAA. The term "business associate" in lower case shall have the meaning set out in 45 CFR 160.103.
- ii. **Amendment.** From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, Business Associate agrees to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with Company to carry out any responsibilities placed upon Company or Business Associate by said laws, rules, or regulations.
- iii. **Conflicts.** The terms and conditions of this Agreement will override and control any conflicting term or condition of any other agreement between the parties with respect to the subject matter herein. All non-conflicting terms and conditions of the said other agreement(s) remain in full force and effect.
- iv. **Owner of PHI.** As between the parties, Company is the exclusive owner of PHI generated or used under the terms of the Agreement.
- v. **Subpoenas.** Business Associate will promptly inform Company of any subpoena Business Associate receives with regard to PHI belonging to Company and cooperate with any Company request or effort to limit Disclosure pursuant to such subpoena.
- vi. **Disclosure of De-identified Data.** The process of converting PHI to De-identified Data (DID) is set forth in 45 C.F.R Part 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data. Business Associate shall only Use DID as direct by Company.

- vii. **Creation of De-identified Data.** In the event Business Associate wishes to convert PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company’s approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 C.F.R. Part 164.514. Business Associate may only Use DID as direct or otherwise agreed to by Company.
- viii. **Assignment/Subcontract.** Company shall have the right to review and approve any proposed assignment or subcontracting of Business Associate’s duties and responsibilities arising under the Agreement, as it relates to the Use or creation of PHI (or DID if applicable].
- ix. **Intent.** The parties agree that there are no intended third-party beneficiaries under this Agreement.
- x. **Indemnity.** Business Associate will indemnify and hold harmless Company and any Company affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees and court or proceeding costs, arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement by Business Associate or any Subcontractor, agent, person or entity under Business Associate’s control.

**IN WITNESS WHEREOF**, Company and Business Associate execute this Agreement in multiple originals to be effective on the date of Business Associate’s Signature below:

<p>Safr Technologies, Inc.</p> <hr/> <p><i>Name of Business Associate</i></p>	<hr/> <p><i>Name of Company</i></p>
<p>By:</p> <hr/> <p><i>Signature</i></p>	<p>By:</p> <hr/> <p><i>Signature</i></p>
<p>Syed Gilani</p> <hr/> <p><i>Printed Name</i></p>	<hr/> <p><i>Printed Name</i></p>
<p>CEO</p> <hr/> <p><i>Title</i></p>	<hr/> <p><i>Title</i></p>
<p>____, _____, 2023</p> <hr/> <p><i>Date</i></p>	<hr/> <p><i>Date</i></p>