CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

05-31-2018

Contract/Lease Control #: C17-2577-GM

Procurement#:

NA

Contract/Lease Type:

<u>CONTRACT</u>

Award To/Lessee:

SECURE TRANSPORTATION COMPANY OF FLORIDA, LLC

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

06/01/2017

Expiration Date:

_05/03/2018 W/AUTO RENEWALS

Description of

Contract/Lease:

NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES

Department:

GM

Department Monitor:

KAMPERT

Monitor's Telephone #:

850-651-7180

Monitor's FAX # or E-mail: <u>EKAMPERT@MYOKALOOSA.COM</u>

Closed:

Cc:

Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	06/12/2017				
Contract/Lease Control #: <u>C17-2577-GM</u>					
Bid #:	<u>N/A</u>				
Contract/Lease Type:	CONTRACT				
Award To/Lessee:	OKALOOSA COUNTY				
Owner/Lessor:	SECURE TRANSPORTATION COMPANY OF FLORIDA, LLC				
Effective Date:	06/01/2017				
Expiration Date:	05/31/2018				
Description of Contract/Lease:	NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES				
Department:	<u>GM</u>				
Department Monitor:	KAMPERT				
Monitor's Telephone #:	<u>850-651-7180</u>				
Monitor's FAX # or E-mail:	EKAMPERT@CO.OKALOOSA.FL.US				
Closed:					

Cc: Finance Department Contracts & Grants Office



(17-2577

FILED
JB PEACOCK II

Contract # C17-2577-GM
SECURE TRANSPORTATION COMPANY OF FLORIDA, LLC
NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES
EXPIRES: 05/31/2018

2017 DEC 14 PM 1: 23

CLERT OF CARCUIT COURT CARLOCSA COUNTY CRESTVIEW, FL.

December 1, 2017

To: Secure Transportation's Partner Network

Dear Partner,

As we come to the end of the year, we want to thank you for your support and dedication in servicing our members.

Historically, when a member cancels at door, a cancellation charge has been paid. As you know, this is not normal practice when transporting for managed care members. While we have been lucky enough to be able to provide this added benefit to our partners, we regrettably must change this policy moving forward.

Effective January 1, 2018 we have received confirmation that we will no longer be reimbursed for cancellation charges and as such, effective the same date we will no longer be able to make payments for cancellations.

We are happy that we have been able to provide this as long as we have and we look forward to our continued partnership.

If you have any questions or would like any further information, please reach out to partnerbilling@securetransportation.com

Sincerely,

Partner Management

Secure Transportation

T 800-856-9994 F 562-906-2947 434 E. Broadway Long Beach, CA 90602

Driven to Excellence.



C17-2:577-62

SECUR-2

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Dougherty Company, Inc. PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): P.O. Box 7277 Long Beach, CA 90807 ADDRESS: sylvia@doughertyins.com Joe Castro INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Union Fire Ins. Co. 19445 Secure Transportation INSURED INSURER B : Lloyds of London **AA112** Company, Inc. INSURER C : AXIS Surplus Insurance Co. 26620 dba: Secure Transportation 434 E Broadway INSURER D Long Beach, CÁ 90802 INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUICED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
В	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	х		MEO1359122.17			EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
В		X		MEO1359122.17	04/01/2017	04/01/2018	PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	
	X Abuse/Misconduct			MEO1359122.17	04/01/2017	04/01/2018	PERSONAL & ADV INJURY	\$	1,000,000
	X 3,000,000						GENERAL AGGREGATE	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	1,000,000
	X POLICY PRO- JECT LOC						SIR \$10k	s	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO	X	X	X CA4489658	04/01/2017	04/01/2018	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$	
65	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
С	X EXCESS LIAB CLAIMS-MADE		ELU	ELU621871012017	04/01/2017	04/01/2018	AGGREGATE	\$	4,000,000
	DED X RETENTION\$ 10,000						Prod Agg:	\$	4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC15893679			X WC STATU- TORY LIMITS OTH- ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	WC15893679		04/01/2017	04/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICEH/MEMBEH EXCLUDED? (Mandatory in NH) If yes, describe under	,				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C	Professional Liab:		r	MEO1359122.17	04/01/2017	04/01/2018	Per Occ:		3,000,000
							Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) All operations of the Named Insured. Okaloosa County Growth Management Department is named as Additional Insured.

Contract # C17-2577-GM

SECURE TRANSPORTATION COMPANY OF

FLORIDA, LLC

NON-EMERTENCY MEDICAL TRANSPORTATION SERVICES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

EXPIRES: 05/31/2018

CERI	IFICA	EHC	LDER	i)

Shalimar, FL 32579

OKALOOS

CANCELLATION

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Okaloosa County Growth Management Department** AUTHORIZED REPRESENTATIVE 1250 Eglin Parkway N Room 319



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
	IMPORTANT: If the certificate holder the terms and conditions of the policy, certificate holder in lieu of such endors	cert	tain p	policies may require an e	policy	(les) must be ment. A stat	endorsed. tement on th	If SUBROGATION IS Was certificate does not c	AIVED onfer r	, subject to ights to the
	ODUCER				CONTA	ст Andrea	Gilley			
Cobbs Alien 115 Office Park Drive					o, Ext): 205-41		FAX (A/C, No):			
Birmingham AL 35223			E-MAIL	ss: agilley@	cobbsallen.	com				
, , , , , , , , , , , , , , , , , , ,							RDING COVERAGE		NAIC#	
	•				INSURE	RA:Maxum				10.10
IN	SURED	ИAR	UT-2)				e Company		41297
	aruti Fleet & Management, LLC				INSURER C : RLI					13056
	aruti Transit Group, LLC 101 South Division Street				INSURE					
	lando FL 32805				INSURE					
					INSURE	RF:				
	OVERAGES CER	TIFIC	CATE	NUMBER: 1947626751	1			REVISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME 'AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD! LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE: REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE O HEBEIN IS SUBJECT TO	י סד דס	WHICH THIS
INS LT	R TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			PFP602515603		10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000 \$50,00	·
								MED EXP (Any one person)	\$5,000	
		X						PERSONAL & ADV INJURY	\$1,000	,000
	GEN'I. AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	\$2,000	,000
	OTHER:								\$	
¢				LFB0017822		10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident)	^{\$} 1,000	000
	ANY AUTO					!		BODILY INJURY (Per person)	\$	
	ALL OWNED X SCHEDULED AUTOS NON-OWNED	х						BODILY INJURY (Per accident)	\$	<u>-</u>
	HIRED AUTOS AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	- Occor	х	AXS0000915		10/1/2016	10/1/2017	EACH OCCURRENCE	\$5,000,	000	
	X EXCESS LIAB CLAIMS-MADE	^						AGGREGATE	\$5,000,	
	DED RETENTION\$ WORKERS COMPENSATION							APPLIES OTH	\$TO GI	ONLY
	AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		ш.
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	ļ					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		i					E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below			* ***				E.L. DISEASE - POLICY LIMIT	\$	
		ì								_
DE	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may	SECURE NON-EME	¢ C17-2577-G TRANSPORT RGENCY MI 05/31/201	SM TATION COMPANY OF FL EDICAL TRANSPORTATI	, LLC On se	RVICES
CF	RTIFICATE HOLDER				СДИС	ELLATION				
Secure Transportation 9557 Candida Street San Diego CA 92126					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					
$ig _{i}$					Author Rus					





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in lieu of such endorsement(s).	CONTA	CT				
PRODUCER Marsh USA Inc.	NAME:	NAME:				
1560 Sawgrass Corporate Pkwy, Suite 300	(A/C, No	PHONE FAX (A/C, No, Ext): (A/C, No):				
Sunrise, FL 33323	ADDRE	ADDRESS:				
		INSURER(S) AFFORDING COVERAGE				NAIC#
CN118328659WC-17-18	INSURE	RA: Employers	Insurance Comp	any Of Wausau		21458
INSURED Maruti Fleet & Management, LLC	INSURE	RB:				
Maruti Transit Group, LLC	INSURE	RC:				
2301 South Division Avenue Orlando, FL 32805	INSURE	RD:				
Ollando, P.C. 32003	INSURE	RE:				
	INSURE	RF:				
COVERAGES CERTIFICATE NUMBER:	ATL	-004169213-01		REVISION NUMBER:1		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIONS OF MAY PERTAIN, THE INSURANCE AFF EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY	ITION OF AN' FORDED BY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT TO	CT TO	WHICH THIS
INSR ADDLISUBRI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
LTR TYPE OF INSURANCE INSD WYD POLICY NUMB COMMERCIAL GENERAL LIABILITY	DEN	(IMIM/DD/TTTT)	(IMIM/DD/TTTT)	EACH OCCURRENCE	s	
CLAIMS-MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
				MED EXP (Any one person)	\$	
				PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	s	
OTHER:					\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO				BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
HIRED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
					\$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$	
DED RETENTION'S					s	
A WORKERS COMPENSATION WCC-Z91-465191-027		01/01/2017	01/01/2018	X PER OTH-		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OSCIEDEMENE PROPERTY OF THE PROPER				E.L. EACH ACCIDENT	\$	1,000,000
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	s	1,000,000
BESONII HON OF ELECTRONIC COLOR						
`						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Science)	Schedule, may b	e attached if mor	e space is requir	red)		
	2.00					
CERTIFICATE HOLDER	CANC	ELLATION				
Secure Transportation 9557 Candida Street San Diego, CA 92126	THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		RIZED REPRESEI h USA Inc.	NTATIVE			
No.	Sandi L	.ee		Sanara S.	u	.
				ORD CORPORATION.		



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

CA#12

DATE:

June 6, 2017

TO:

Honorable Chairman and Members of the Board

FROM:

Elliot Kampert

SUBJECT:

Ratification of Agreement with Secure Transportation LLC

DEPARTMENT:

Growth Management

BCC DISTRICT:

All

STATEMENT OF ISSUE: After-the-fact ratification of an agreement with Secure Transportation Company of Florida, LLC, for provision of non-emergency medical transportation for trips originating in Okaloosa County.

BACKGROUND: During its regular meeting of May 2, 2017, the Board of County Commissioners authorized the Chairman to sign an agreement with Secure Transportation, LLC (Secure), to provide non-emergency medical transportation services beginning June 1, 2017. Because of the immediacy of the need to sign the contract to enable training in Secure's system, the documents presented to the Chairman for signature, though approved by the County Attorney, Risk Management, and Purchasing departments, were not previously signed by Secure as would be the County's standard operating procedure. Therefore, the Board's approval included the provision that the signed documents be returned to the Board of County Commissioners for ratification following execution by Secure.

Bringing the agreement and associated documents signed by Secure fulfills the condition of the Board's approval of May 2, 2017.

RECOMMENDATIONS: Staff recommends that the Board of County Commissioners accept the fully executed agreement and all related documents enabling the County to provide non-emergency medical transportation services.

Elliot Kampert, Directo

5/31/2017

RECOMMENDED BY:

APPROVED BY:

John Hofstad, County Administrator

CERTIALED A TRUE

ND CONRECT COPY

CLEDA CHICAGO

DATE

Q 7 7

Contract# C17-2577-GM
Secure Transportation Company of Florida, LLC
Non-Emergency Medical Transportation Services
EXPIRES: 05/31/2018

Medical
Mansportation
Outsource
Agreement



FLORIDA MEDICAL TRANSPORTATION OUTSOURCE AGREEMENT

This Non-Emergency Medical Transportation Outsource Agreement ("Agreement") is made and entered into this 2 nd day of Mpy, 2017, by and between Secure Transportation Company of Florida, LLC, a Florida limited liability company, having its principal place of business at 6937 NW LTC Parkway, Port St. Lucie, Florida 34986 ("Secure") and Okaloosa County Bocc having its principal place of business at 1250 N Egun Parmay Suite 100 ("Contractor"), with reference to the following: Shalimar, FL 32579

- A. Secure arranges for, manages and provides non-emergency medical transportation services for health care providers or other third parties ("Client Organization") and seeks third parties to assist in the providing of transportation services to its Client Organization;
- B. Contractor is engaged in the business of transporting non-emergency medical passengers; and
- C. On the terms and conditions set forth herein, Secure desires to retain Contractor to perform transportation services for Secure and its Client Organizations and Contractor desires to furnish such transportation services.

In consideration of the foregoing premises and of the mutual covenants herein contained, the parties hereby agree as follows:

1. Engagement.

Secure retains Contractor to provide non-emergency medical transportation services to passengers, who are members or customers of Client Organizations, that will be identified by and arranged through Secure ("Services"), and Contractor agrees to render such transportation Services in accordance with this Agreement and Secure's standard procedures, as amended from time-to-time in Secure's sole discretion ("Procedures & Expectations"), attached hereto as Schedule A.

2. Non-Exclusive.

Secure is free to procure transportation services from other contractors and Contractor is free to perform transportation services for other customers and providers.

3. Payment.

|P151|175142.WPD| Jan 9, 2017



As consideration for the Services provided by Contractor, Secure will pay to Contractor compensation according to Schedule B, attached hereto, or as otherwise mutually agreed to. Secure will not be responsible for any costs or expenses incurred by Contractor in the performance of the Services under this Agreement. Secure will provide payment within 30 days of invoice by Contractor or date of service.

Contractors agrees that in no event, including but not limited to, nonpayment, insolvency, or breach of this Agreement by Secure, will Contractor bill, charge, collect from, seek remuneration or reimbursement or have any recourse against any customer or member of the Client Organization or any person acting on behalf of such customer or member. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

4. Representations by Contractor.

Contractor represents and warrants that it has the capability to provide the Services contemplated in this Agreement. Contractor also represents and warrants that the information Contractor provided to Secure in its Outsource Application is true and correct. If there is a material change to any of the information provided in the application, Contractor will advise Secure in writing of the revised information.

5. <u>Assignments</u>.

Secure will give Contractor notice of an assignment through Itineris Online Affiliate Portal or secure email or by fax or telephone. Contractor will use its best efforts to provide transportation for the requested assignment. In any event, Contractor will promptly advise Secure of its availability to accept or decline the assignment.

6. Reporting.

Following each assignment, Contractor shall provide to Secure, in a form and manner requested by Secure, information related to the performance of each assignment, including all trip charges, corrections, surcharges, problems and accidents.

7. Manner of Performance.

Contractor shall perform the Services and each assignment according to the Rules and Regulations and shall take all necessary steps to ensure that its drivers shall comply with the procedures set forth in the Procedures and Expectations. Contractor will use communication systems capable with those used by Secure.

[P151]175142,WPD] Jan 9, 2017

En constantant value de la language de la language



Further, Contractor and its drivers will perform the service in a timely, courteous and professional manner. Contractor will use its best efforts not to divert, diminish or dilute the business reputation and goodwill of Secure or the Client Organization.

8. Performance Failures.

In the event Contractor provides transportation to a customer of Secure that does not meet Secure's standards, as set forth in the Rules and Regulations, or fails to provide the assignment or fails to provide the assignment in a timely manner, Secure will advise Contractor in writing of the deficiencies. Contractor shall have ten (10) days following receipt to correct the deficiencies. If Contractor does not correct the deficiencies in subsequent assignments, Secure may immediately terminate this Agreement.

9. Name Usage.

Contractor shall not be permitted to use the name of Secure or any of its affiliates, except as may be specifically allowed or to assist in identification by customers. Contractor may use its name, label, logo or other mark to be placed in, on or about the motor vehicle used for a Secure assignment.

10. Responsibilities of Contractor.

- a. During the term of this Agreement, Contractor shall comply with all applicable federal, state and municipal laws, and regulations related to its motor vehicles, employees, contractors or the Services to be provided under this Agreement.
- b. Contractor shall have the sole and exclusive control over the persons for whom it has performing the Services under this Agreement. Contractor shall have the right to engage and employ such persons as it may deem necessary in connection with fulfilling the assignment. Contractor understands and agrees that such persons shall be considered employees or agents of Contractor, not employees or agents of Secure, and shall be subject to Contractor's exclusive direction and control, including the hiring, firing, supervising, directing, training, setting of compensation, hours and working conditions, paying and addresses grievances of its employees or agents.
- c. Contractor shall be responsible for all expenses associated with the employment of such persons used to fulfill a Secure assignment, including, wages, salaries, worker's compensation, and other insurance coverage. Contractor shall also assume sole responsibility for compliance

冊 sertvetrasnatreljas om 📞 800 856 9992 📴 Fay 562 906 7947 🔍 834 E-Broadway Look Beach, CA 90802



with all applicable laws, rules, and orders respecting payroll deductions, maintenance of payroll and employment records.

d. During the term of this Agreement, Contractor will maintain a general liability insurance policy and an automobile liability policy, each in an amount of at least THREE HUNDRED THOUSAND Dollars (\$300,000). Contractor will also maintain adequate worker's compensation insurance. Contractor shall promptly deliver to Secure certificates of insurance evidencing the required insurance coverage upon Secure's written request. Contractor, for itself and those claiming under Contractor including an insurer, hereby waives all rights of subrogation against Secure for loss, damages or liability resulting from a risk that is insured against by the Contractor. Contractor shall include Secure as an additional insured on Contractor's Commercial General Liability and Commercial Automobile Liability policies.

11. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor in the performance of this contract and that Contractor shall perform the Services under the control of Secure as to the result of such activity only and not as to the means by which such result is accomplished in accordance with the Rules and Regulations. Contractor is neither an agent nor employee of Secure and has no authority whatsoever to bind Secure by contract or agreement.

12. Indemnity.

To the extent provided by the law,

- a. Contractor shall indemnify and hold harmless Secure and its affiliates and its officers, directors, employees and agents from any and all claims, causes of action, losses, damages, or expenses, including reasonable attorneys' fees and costs, incurred by Secure relating to the Services provided by Contractor under this Agreement, the breach of any obligation of Contractor under this Agreement or the breach of any representation or warranty contained in this Agreement. Secure may offset monies otherwise payable to Contractor to satisfy Contractor's obligation under this section. This Section shall survive termination of this Agreement.
- b. Secure shall indemnify and hold harmless Contractor and its affiliates and its officers, directors, employees and agents from any and all claims, causes of action, losses, damages, or expenses, including reasonable attorneys' fees and costs, incurred by Contractor relating to the breach of any obligation of Secure under this Agreement or the

serving absorbigion com . S. Ron Rose 9994. Ph. Eur. 562 806 2947. S. 434 F. Brodway Fond Reach. C& 90802.



breach of any representation or warranty contained in this Agreement. This Section shall survive termination of this Agreement.

13. Notification of Defense of Claims.

A party seeking indemnification under Section 12 ("Indemnitee") will promptly forward to the party from whom the indemnification is sought ("Indemnitor") any claim, notice, summons or other demand ("Claim") received by the Indemnitee. In the event of the assertion of a Claim, the Indemnitor shall promptly notify the Indemnitee whether it will provide a defense to the Claim. If the Indemnitor fails to timely provide notice or does not agree to provide a defense, the Indemnitee shall have the right to defend, compromise or settle any Claim with counsel of its choice and thereafter seek indemnification from Indemnitor. The provision of this paragraph shall survive the termination of the Agreement.

14. Cooperation.

In addition to its indemnification obligations under Paragraph 12 above, the parties agree to cooperate fully with the other party at their own expense and to cause its employees or agents to cooperate fully in the prosecution or defense of any legal actions arising from or related to the performance under this Agreement. This cooperation includes attending depositions, hearings and trials and producing evidence or obtaining the attendance of witnesses.

15. Confidentiality Obligations.

- a. Contractor acknowledges that Secure has gone to great effort and expense to develop it relationship with the Client Organization and to develop its practices and procedures, including its Rules and Regulations. Contractor further acknowledges that, other than providing services under this Agreement, it would not know the identity of Client Organization or provide services to the customer or members of Client Organization or the practices and procedures of Secure. Additionally, the identity of the passengers, all information associated with the passengers, and the practices and procedures, are proprietary trade secret information of Secure ("Confidential Information").
- b. Contractor agrees not to use any Confidential Information disclosed to it for its own use or for any purpose other than to fulfill assignments pursuant to this Agreement. Contractor shall not disclose or permit the disclosure of any Confidential Information to third parties or to employees or agents of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry

regirer gusudu aliqua com A 2.00.855.2994 The applications 254 Discovery consistency (ASDED)



out the business activities with Secure. Contractor agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Contractor utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. Contractor agrees to notify Secure in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information that may come to Contractor's attention.

- c. In order to protect the Confidential Information, Contractor agrees that during the term of this Agreement and for a period of two (2) years thereafter it will not solicit or allow or cause its employees or agents to solicit a Client Organization that Contractor provided Services to under this Agreement.
- d. Contractor acknowledges that a breach of any of the obligation, of this section would result in irreparable damages not fully susceptible to monetary damage. Therefore, Secure would be entitled to injunctive relief in the event of a breach, in addition to other available remedies.
- e. Contractor further acknowledges the importance of protecting a passenger's Protected Health Information. In order to ensure the protection of such information, Contractor and Secure will enter into an addendum, see attached to this Agreement as Addendum A, that provides for Contractors responsibilities and obligations to protect the confidentiality of Protected Health Information. Contractor will also act in conformance, to the extent applicable, with 42 CFR 422.118.

16. Termination.

- (a) The term of this Agreement shall commence on the date hereof and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year terms after the expiration of the initial term unless Secure or Contractor gives the other party notice of termination in writing at least sixty (60) days prior to the expiration of the initial or any renewal term. Either party has the right upon thirty (30) day written notice to terminate this Agreement.
- (b) Notwithstanding the foregoing, this Agreement may be terminated during the initial term or any renewal term immediately following written notice by Secure upon Contractor's breach of its obligations under this Agreement or the Rules and Regulations, or Contractor's failure to correct deficiencies under Paragraph 8 of this Agreement.

separate separate from the control of Both Resigner | Parties and Total Office | Both Resigner | Parties and Total Office | P



17. Effect of Termination.

Upon termination Contractor will immediately return any written materials of Secure, including all confidential information. The obligations of Sections 4, 10, 12, 13, 14, 15 and 22 shall survive any termination of this Agreement.

18. Right of Audit. The Dept. of Health & Human Service, the Comptroller General, or their designees have the right to audit, evaluate and inspect any pertinent information, including books, contracts, records, including medical records and documentation that pertain to any aspect of the services performed, reconciliation of benefit liabilities, and determination of amounts or as deemed necessary. Contractor agrees to make available in order to conduct such audit, its premises, facilities, equipment and records that the Client Organization may require.

19. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, arrangements, understandings or expressions of intent relating to the subject matter hereto. This Agreement may not be amended or altered except by a writing signed by both parties hereto.

20. <u>Binding Effect</u>.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

21. Notices.

All notices required to be given under the terms of this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, overnight courier, or hand-delivered, addressed to the party to be notified at its address as above stated. Notice by mail shall be deemed given three (3) business days after being placed in the custody of the U.S. Postal Services. Any other permitted form of services shall be deemed given when sent.

22. Arbitration.

As a condition to any right of action hereunder, any dispute or difference between the parties arising out of or relating to this Agreement, or breach hereof, except as contemplated in Section 15(d), shall be submitted to arbitration in accordance with the applicable arbitration rules of the American Arbitration Association which are in effect on the date of the delivery of the demand for arbitration. Any

|P151[175142.WPD| Jan 9, 2017



arbitration proceedings shall take place in Florida. The decision rendered by the arbitrator shall be binding. Judgment upon the decision of the arbitrators may be entered into any court having jurisdiction thereof. Each party shall pay the expenses of the American Arbitration Association and the arbitrators equally. Further, each party shall have the same right to take depositions and to obtain discovery as if the proceedings were pending in a civil action before a court of general jurisdiction in the State of Florida.

23. Waiver; Severability.

No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to written instrument signed by the party or parties waiving compliance. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

24. Attorney Fees.

The prevailing or substantially prevailing party in any action arising from this Agreement shall be awarded reasonable attorneys' fees and costs.

25. Governing Law.

This Agreement shall in all respects be governed in accordance with the laws of the State of Florida, without regard for principles of conflict of laws.

The parties hereto have executed this Agreement the date first written above.

SECURE TRANSPORTATION COMPANY OF FLORIDA. LLC.

ALL.

Ву:___

(Contractor) Okaloosa County Bocc

By:

Carolyn N. Ketche

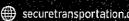
Chairman

[P151]175142.WPD] Jan 9, 2017

Sequientalismontalion and A Endotes (1999) Para Security (1997) Age Enganyaya and Sead Sequience (1998)

Florida Partner On-Boarding Documentation

Secure Transportation





Welcome!

To Our Prospective Partner,

Welcome to the beginning of your relationship with the Secure Transportation family.

Please review the following onboarding documentation and feel free to collaborate actively with our partner support team when filling out the forms and reviewing the documents. Thoroughness and accuracy are extremely important to the application process.

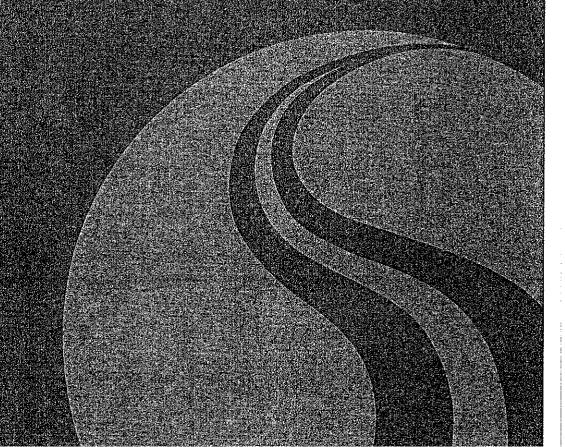
We are confident this is the beginning of a mutually beneficial relationship, and we look forward to working and growing together.

Your partner in business, Steven D. Dobbs President - Secure Transportation

FORMS & APPLICATIONS

- Non-Emergency Medical Transportation Partner Application
- Florida Medical Transportation Outsource Agreement
- Schedule A Transportation Procedures & Expectations
- Addendum A
- Partner Compliance Attestation
- Schedule B Partner Pay Reports Florida
- Secure Transportation Co., Inc.
- Request form for Accounting
- Re: W-9 Form
- Form W-9
- Pre-Approval Site Visit Check List
- Partner Annual Inspection

Non-Emergency Medical Transportation Partner Application





Secure Transportation

Non-Emergency Medical Transportation Partner Application Company Name: (State: - Zip Code: C Fax: Website: HURIDA Indicate State of Incorporation: What is the name of the corporation: OKALOSA COUNTY BOARD OF COUNTY I ___ Zip Code: つく Federal ID Number: ___ Other states in which the corporation is licensed to do business: \(\frac{1}{2} \) Are you licensed for NEMT transportation? (4) Yes () No If yes, list cities or counties: Are you licensed for Gurney Transportation? (4) Yes () No If yes, list cities or counties: What other licenses do you carry? (i.e. Taxi, Ambulance, Vehicle for Hire) What cities or counties do you currently service?



Are you currently a member of any local, state or international as	sociation?				
HYes () No Name: FTPA, (HAM)	BERS				
Corporate Officers: Name	Phone Number				
President <u>Challosa County</u>					
Vice President BOARD OF COUNTY					
Sec/Tres COMMISSIONERS					
Operations Personnel: Name	Phone Number				
Dispatch Manager STANFORD BAKER	890-833-9173				
Reservations Manager					
Billing Manager JOHNN HOFSTAD	850-604-1004				
Dispatch Information					
What email or fax number should transportation requests be sent	to?				
Email					
Fax853-4286					
Is Dispatch manned 24 hours? () Yes (L) No					
If not, describe dispatch operation, days, hours: <u>OPERATE WHILE DRIVERS</u>					
MRE ON THE ROAD					
Person to contact after hours: MIRIAM LD1	PEZ				
Telephone number to call after hours: 850-688-3473					
Driver Information					
Are all drivers uniformed? (C) Yes () No					
Are all drivers uniformed? (C) Yes () No Please describe uniform attire: CEEN SHIRT	KHAKI PANTS				
	,				



Do your drivers report from a centralized location or from their residence?
CENTRALIZED LOCATION
Do you perform a pre-employment FBI Background Check?
+TYes () No
Do you perform a pre-employment Dept. of Justice Background check?
() Yes () No
Do you perform pre-employment, post-accident, random and reasonable suspicion drug and alco
testing?
(+Yes () No
Are your drivers CPR and First Aid Certified?
(+ Ves () No
How often are your gurney and wheelchair certified drivers recertified?
How many on-the-road training days are in your current training program?
Describe the communication method used between dispatch and chauffeurs



Vehicle Information (Please attach a vehicle sch	pedule)
Do your vehicles have GPS tracking?	Yes () No
Please attach a vehicle list that includes the follo	wing:
Type of Vehicle	
Year	
Make	
Model	
Color	
Seating Capacity	
Ramp or Hydraulic lift	
Please attach the following documents:	
Certificate of Insurance, naming Secure T	ransportation as an additional insured.
Operating license or other applicable fed	eral, state or municipal operating license.
Notes concerning fleet other than described abo	
Do you currently have a workman's compensation	• • • • • • • • • • • • • • • • • • • •
If yes, list the name of the carrier, policy number	and expiration date:
Are you considered to be an Owner Operator?	() Yes () No
Do you have any employees?	() Yes () No
If Yes, How Many?	



you do not consider yourself to be an owner operator and you do not have a workman's
ompensation policy, please explain:
attest that all of the above information, submitted in this application is true and correct. I agree to
ovide Secure Transportation, Inc. the revised information in the event that any of the above
formation, other than changes to the fleet, is modified.
gnature: Carolina Hetchel Date: 2 Hay 2017
formation, other than changes to the fleet, is modified. gnature: Cuply Hole Date: 2017



To Our Partners:

Please review the following invoicing and billing procedures:

Service Week is considered Sunday through Saturday

The following information must be submitted by 1700 on each service day or on the next service day by 1200 following a weekend or holiday:

- Dry Run or No Show (Cancel with Charge)
- Cancel No Charge
- Wait Time (Start and End Time)
- Pharmacy Stop (Address, Arrival Time, Departure Time)
- Mileage Discrepancy
- Any other item that may impact the rate

On Monday, a pay report will be emailed to your company for the previous service week by 1500. You will have until Wednesday at 1500 to propose any changes or rate modification requests.

Unless a trip is missed entirely, modifications sent after 1500 on Wednesday will not be considered.

Sincerely,

Secure Transportation

Transportation
Procedures &

Expectations



Transportation Procedures & Expectations Partner Document

Requested Time The driver is authorized to arrive up to 15 minutes before or up to 15 minutes

after the Requested Time.

Confirmation Calls Confirmation calls to Members will be made by Secure Transportation Staff.

No Show Transportation is expected to wait 15 minutes before cancelling a trip

A Partner cannot cancel a trip without first contacting Secure Transportation Dispatch, going to the member's door and attempting to contact the member by

phone.

Cancellations Cancellations will not be paid if 30 minutes or more notice is provided.

Will Call Drivers must advise members to contact 1-844-697-4337 when they are

ready to go.

Partners are not authorized to activate their own will-calls. If you receive a call directly from a member, please contact Secure at (844) MyRides and the trip will

be activated.

The driver must arrive within 1 hour of Secure Transportation being notified that

they are ready to go.

Pharmacy Stops

All members are authorized to go to the pharmacy immediately following their appointment. Secure does it's best to get this information prior to activating

your will call.

Molina Members are encouraged to go to a local pharmacy, but this is not a

requirement.

When possible you can take the member through the drive thru pickup window.

Transportation is required to wait at the pharmacy until the member is ready to go. Typical wait time is no more than 15 minutes. If the client will be longer, you must contact Secure prior to departing. If a member believes they will need more time for the stop, please contact Secure at (844) MyRides for instruction.

© Copyright 2016, Secure Transportation Company, inc. All Rights Reserved, - Rev. 11/2016



Wait Time

The first 15 minutes of wait time are not billable

Wait time exceeding the 15 minutes must be approved by Secure Transportation by calling (844) MyRides.

Partner Transportation Assignments

Transportation Service Requests are assigned to the Partner Portal.

Transportation requests will be available on the Affiliate Portal by 1500 two business days prior to the date of service.

From the time the trip is performed, mileage corrections must be submitted within 24 hours.

In the event of an issue with the portal, a password protected PDF file (affiliate recap) will be submitted to the you via email. Your Secure Contact ID# will be the password to access all password protected files.

All transportation requests that cannot be accommodated must be re-routed back to Secure Dispatch no later than 1500, one day prior to date of service. Of course we appreciate as much notice as possible.

You will receive a phone call from Secure Dispatch for any add on requests after 1500. A password protected pdf may also be emailed with each add on Drive Assignment (DA).

Please note: For same day re-routes, please call Secure Dispatch as soon as any situation arises that may prevent you from being able to provide the service requested. Please allow a minimum of one-hour notice prior to the requested pickup time.

Weather Emergencies

Transportation may be limited during weather emergencies. In the event trips must be cancelled or rescheduled due to weather, Secure will prioritize based on life sustaining treatments. You will be contacted by phone for changes to transportation requests.

On time performance, in accordance with the Outsource Agreement, is required during weather emergencies unless approved by Secure Transportation Dispatch.

Partner Daily Reports

Partners must submit to the appropriate contact at Secure Transportation a daily report of anything that would change the pay rate.



This includes: Pharmacy Stops with Address & Times at Pharmacy, approved wait time, no shows, cancellations without charges, etc.

Pay Report

The pay report will be submitted to the partner by the partner pay adjustment department.

The reports are sent to partners at end of each day for services rendered that day. The partner must review the pay report and submit any changes within 24 hours.

Partners will have an opportunity to review your week's assignments before a final pay report is distributed on Thursday for the prior week.

Grievances

Partners have 24 hours to investigate and provide information when responding to grievances.

Supporting documentation must be included if there is a discrepancy in the arrival or departure times.

The percentage of grievances per amount of trips performed must be no greater than 0.33%

There will be a shared financial liability for all grievances resulting in fines to Secure Transportation.

Passenger Care

Drivers are expected to provide door-to-door service. Curb to curb service is not acceptable.

Drivers must remain compassionate and empathetic when transporting passengers

Drivers are expected to assist passengers in and out of the vehicle as needed

Air, Heating and Radio controls should be at the discretion of the passenger

Accident & Injury Notification Partners must notify Secure Transportation by emailing firstreport@securetransportation.com or by calling the Partner Assistance Line 800-875-1549 within 1 hours notice of incident.

> A completed Accident Report form must be submitted to claims@securetransportation.com within 24 hours of incident.



Drivers

Drivers must maintain an unrestricted Driver's License

Drivers must maintain a clean Motor Vehicle Record

Drivers must maintain a clear drug history

Drivers must hold valid CPR and First Aid Certification at all times

Drivers must complete a defensive driving course

Drivers must be uniformed and display a picture identification card or

badge.

Drivers must have at least a 7-year criminal background check performed preemployment

Company must perform OIG, SAM and State Medicaid Exclusion checks on all Drivers and other office staff monthly.

Drivers included in OIG,SAM and State Medicaid Exclusion cannot perform any trips on behalf of Secure Transportation

Drivers agree not to smoke inside of the vehicle or immediately before transporting a passenger

Vehicles

Vehicles must be properly maintained and uphold a clean, professional appearance

Vehicles must be odor free, including smoke or perfume.

Vehicles must be clearly marked with company's name and/or logo.

Vehicles must be registered with appropriate regulatory agencies, showing appropriate placards as required

Vehicles must be inspected annually by a certified mechanic

Hydraulic Wheelchair Lifts must be serviced at least every three months

Drivers must perform a documented, daily, safety inspection of each vehicle before service.

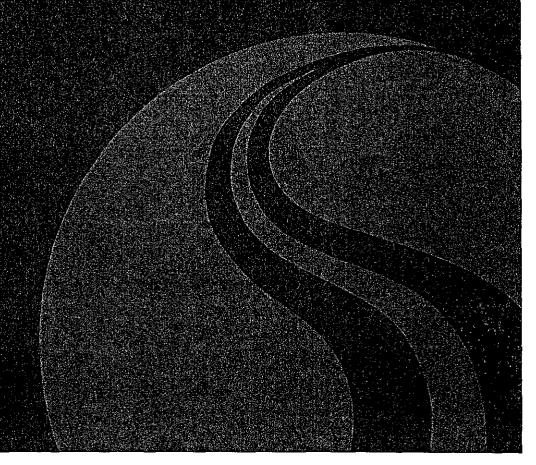


Statement of Work

Secure Transportation is contracted with Okalasa Bocc to provide Non-Emergency Medical Transportation in accordance with the terms and conditions listed in the Partner Transportation Packet.

Partner's Signature: \(\)

Addendum A





ADDENDUM A

A. The Parties have entered into a Transportation Outsource Agreement ("Agreement") which allows for Contractor to provide transportation services to customers of Secure (the "Services") that may require the use or disclosure of Protected Healthcare Information in performance of the Services.

B. The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any regulations promulgated thereunder (collectively the "HIPAA Rules").

C. This Addendum and the HIPAA Rules establish the terms and conditions for the use and confidentiality of Protected Health Information that is created, received, maintained, or transmitted by Contractor in providing the Services during the term of the Agreement and after its termination.

In consideration of the mutual premises and the covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise provided for in this Addendum, the terms used in this Addendum shall have the same meanings as set forth in HIPAA, the HITECH, and the HIPAA Rules including, but not limited to the following: Availability, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Integrity, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, and Subcontractor. Specific definitions are as follows:

"Breach" shall have the same meaning as the term "breach" at 45 CFR 164.402.

"Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103. For the purposes of this Addendum, Contractor shall be considered a Contractor as defined in 45 CFR 160.103.

"Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of the HIPAA, the HITECH Act or the HIPAA Rules, as applicable; provided that, in any case for which that date occurs prior to the date of this Addendum, the Compliance Date shall mean the date of this Addendum.

"Electronic Protected Health Information" ("Electronic PHI") shall have the same meaning as the term "electronic protected health information" at 45 CFR 160.103.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.



"Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" at 45 CFR 160.103.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, set forth at 45 CFR Parts 160 and 164.

"Security Incident" "shall have the same meaning as the term "security incident" at 45 CFR 164.304.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information, set forth at 45 CFR Parts 160 and 164.

"Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 CFR 164.402.

2. GENERAL PROVISIONS

- 2.1 <u>Effect.</u> This Addendum supersedes any prior agreement between the Parties and those portions of any Agreement between the Parties that involve the disclosure of PHI by Secure or its clients to Contractor. To the extent any conflict or inconsistency between this Addendum and the terms and conditions of the Agreement exist, the terms of this Addendum shall prevail as it relates to PHI.
- 2.2 <u>Amendment.</u> In the event of any change or modification of HIPAA, HITECH, or the HIPAA Rules, Secure may, without Contractor's consent, amend this Addendum to maintain consistency and/or compliance with any state or federal law, policy, directive, regulation, or government sponsored program requirement. Upon such amendment, Secure will provide Contractor forty-five (45) days notice to comply unless a shorter timeframe is necessary for compliance.

3. SCOPE OF USE AND DISCLOSURE

- 3.1 Contractor may use or disclose PHI as required to provide Services and satisfy its obligations under the Agreement, if such use or disclosure of PHI would not violate the Privacy Rule. Unless otherwise limited herein, Contractor may use or disclose PHI solely:
 - a. for Contractor's proper provision, management and administration of the Services;
 - b. to carry out the legal responsibilities of Contractor; and
 - c. to provide Data Aggregation services relating to the Health Care Operations of Secure if required under the Agreement.
- 3.2 Contractor shall not request, use or release more than the Minimum Necessary amount of PHI required to accomplish the purpose of the use or disclosure and shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date. Contractor hereby acknowledges that all PHI created by, or received from, or on behalf of Secure is, as between the parties, the sole property of Secure.



4. OBLIGATIONS OF BUSINESS ASSOCIATE

Contractor shall:

- 4.1 Not use or disclose PHI other than permitted or required by this Addendum or as Required by Law.
- 4.2 Establish and use appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- 4.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Secure. Contractors shall, as of the Compliance Date, comply with the applicable standards at Subpart C of 45 CFR Part 164.
- 4.4 Promptly report to Secure any unauthorized use or disclosure of PHI, or Security Incident after Contractor becomes aware of the unauthorized use or disclosure of PHI or Security Incident. Contractor shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Contractor shall indemnify Secure against any losses, damages, expenses or other liabilities, including reasonable attorney's fees, incurred as a result of Contractor's or its agent's or Subcontractor's unauthorized use or disclosure of PHI or Breach of Unsecured PHI including, but not limited to, the costs of notifying individuals affected by a Breach of Unsecured PHI.
- 4.5 Contractor shall, following discovery of a Breach of Unsecured PHI, notify Secure immediately of such Breach as required at 45 CFR 164.410, without unreasonable delay, and in no event more than sixty (60) days after the discovery of the Breach. The notification by the Contractor to Secure shall include: (1) the identification of each individual whose Unsecured PHI was accessed, acquired, used or disclosed during the Breach; and (2) any other available information that Secure is required to include in its notification to individuals affected by the Breach including, but not limited to, the following:
 - a. a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
 - b. a description of the types of Unsecured PHI that were involved in the Breach;
 - c. a brief description of what the Contractor is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.
- 4.6 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.



- 4.7 Within ten (10) days of receiving a request, make available PHI in a Designated Record Set to Secure as necessary to satisfy Secure's obligations under 45 CFR 164.524.
- 4.8 Within fifteen (15) days of receiving a request, make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Secure pursuant to 45 CFR 164.526.
- 4.9 Maintain and make available to Secure, within twenty (20) days of receiving a request, the information required to provide an accounting of disclosures to the individual as necessary to satisfy Secure's obligations under 45 CFR 164.528
- 4.10 Following written notice from Secure, make its internal practices, books and records relating to the use or disclosure of PHI received from or on behalf of Secure available to Secure or the U. S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
- 4.11 Standard Transactions. To the extent Contractor conducts Standard Transaction(s) on behalf of Secure, Contractor shall comply with the HIPAA Regulations, "Administrative Requirements," 45 C.F.R. Part 162, by the applicable compliance date(s) and shall not: (a) change the definition, data condition or use of a data element or segment in a standard; (b) add any data elements or segments to the maximum defined data set; (c) use any code or data elements that are either marked "not used" in the standard's implementation specification(s); or (d) change the meaning or intent of the standard's implementation specifications. Contractor shall comply with any applicable certification and compliance requirements (and provide the Secretary with adequate documentation of such compliance) under subsection (h) of Title 42 U.S.C. Section 1320d-2.
- 4.12 To the extent the Contractor is to carry out one or more of Secure's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Secure in the performance of such obligation(s).

5. MISCELLANEOUS

- 5.1 <u>Indemnification.</u> In addition to any indemnities set forth in the Agreement, each party will indemnify and defend the other party from and against any and all claims, losses, damages, expenses or other liabilities, including reasonable attorney's fees, incurred as a result of any breach by such party of any representation, warranty, covenant, agreement or other obligation expressly contained herein by such party, its employees, agents, Subcontractors or other representatives.
- 5.2 <u>Interpretation</u>. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.
- 5.3 No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.



- 5.4 Governing Law and Venue. This Addendum shall be governed by California law notwithstanding any conflicts of law provisions to the contrary. The venue shall be Los Angeles, California.
- 5.5 Notices. Any notices to be given hereunder to a Party shall be made via certified U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

TE	TO	CONT	R۸	CTO	ìR٠
FF	117	VACUATION IN	Γ		<i>,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

JANET WILLIS

402 Brookmende Dr

Crestview, FL 32536

IF TO SECURE:

13111 Meyer Road Whittier, CA 90603 Attn: Anne Marin Fax: 562-906-2947

6. TERM AND TERMINATION OF ADDENDUM

- 6.1 <u>Term.</u> The Term of this Addendum shall be effective as of the effective date set forth in the first paragraph of this BAA, and shall terminate on date that the last Agreement remaining in force between the parties is terminated or expires, or on the date Secure terminates for cause as authorized in paragraph 6.2 below, whichever is sooner.
 - 6.2 <u>Termination for Cause</u>. Notwithstanding any other provision of this Addendum or the Agreement, Secure may terminate this Addendum and the Agreement(s) upon ten (10) days written notice to Contractor if Secure determines, in its sole discretion, that Contractor has violated a material term of this Addendum.
 - 6.3 Obligations of Contractor Upon Termination. Upon termination of this Addendum for any reason, Contractor shall return to Secure or, if agreed to by Secure, destroy all PHI received from Secure, or created, maintained, or received by Contractor on behalf of Secure, that the Contractor still maintains in any form. If PHI is destroyed, Contractor agrees to provide Secure with certification of such destruction. Contractor shall not retain any copies of PHI except as Required By Law. If return



or destruction of all PHI, and all copies of PHI, received from Secure, or created, maintained, or received by Contractor on behalf of Secure, is not feasible, Contractor shall:

- a. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section 6, for as long as Contractor retains the PHI; and
- b. Not use or disclose the PHI retained by Contractor other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section 3 above which applied prior to termination.
- 6.4 <u>Survival</u>. The obligations of Contractor under this Section shall survive the termination of this Addendum and remain in force as long as Contractor stores or maintains PHI in any form or format (including archival data). Termination of the Addendum shall not affect any of the provisions of this Addendum that, by wording or nature, are intended to remain effective and to continue in operation.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[Signatures follow on next page]

"Contractor"

"Secure"

Okalousa County Bosco Grand Hune Marin

Carolyn N. Ketchel

Print Name

Chairman

Title

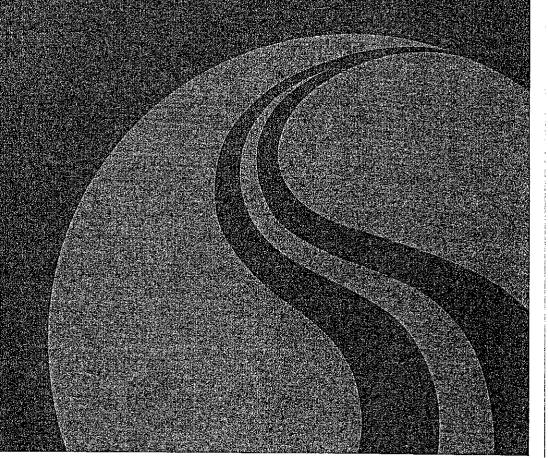
Date

Title

Date

Date

Partner Compliance Attestation





Partner Compliance Attestation

I, Okaloga County Bocc, (Title and Co. Name), do hereby attest, verify, and understand that all policies, procedures, and requirements provided to me by Secure Transportation have been followed and executed as stated in the Secure Transportation Partner Packet and Medical Transportation Outsource Agreement.

These requirements include, but not limited to, overall Safety Compliance, HIPAA Compliance, Driver and Vehicle requirements, Secure Transportations Core Attributes, and Inspection access.

I further certify, that if and any of the above requirements have fractured, been violated, or any instances deemed "non-compliant", either by fault, not by fault, or association, I have and will immediately report to Secure Transportation, and their appointed designee as also stated in the Secure Transportation Partner Packet.

Sincerely,

Signature

CAROLYN N. KETCHEL

Printed Name

Scheduc B Partner Pay Rates Florida

SECURE TRANSPORTATION AFFILIATE PAY RATES FLORIDA

AMBULATORY TRANSPORTATION

0-3 Miles \$14.50

3 + \$1.50 Each Mile After

WHEELCHAIR TRANSPORTATION

0-3 Miles \$22.00

3 + \$1.50 Each Mile After

WAIT TIME

\$10.00 Per 15 Minutes

(First 15 Minutes Free)

PHARMACY STOP

\$5.00 For Stop

(Over 5 Miles of Facility or

Residence. will comp \$1.40 per Mile thereafter)

AFTER HOURS TRANSPORTS

\$5.00 Added to Pickup Fee

(For Services Before 7 am

or After 7 pm)

NO SHOWS

Base Rate only (no mileage)
(Must be Approved by calling)



SECURE TRANSPORTATION GURNEY RATES FLORIDA

Here are the rates for gurney / stretcher transports.

Transportation:

\$80.00 per pickup

Plus \$3.50 per mile

(one Way)

Wait Time:

\$20.00 per 15 minute increments

First 15 minutes are free

Pharmacy Stop

\$10.00 within 5 miles of residence

Or facility extra mileage paid if

further

After Hours:

An additional \$5.00 fee

Pickup before 700 After 1900

No Show Fee:

\$80.00

Secure Transportation Co., Inc. Request Form for Accounting





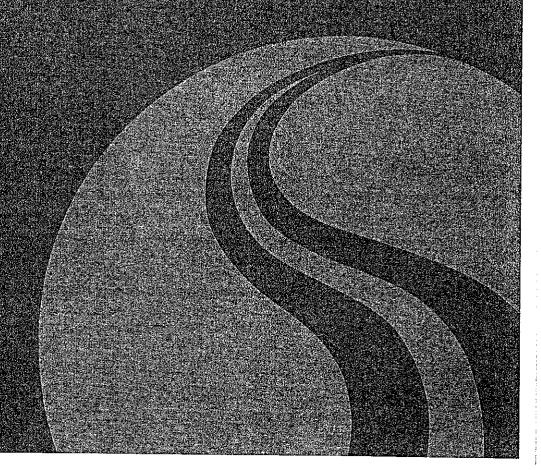
Secure Transportation Co., Inc.Request Form for Accounting

Company Name: WALOSA COLINTY BOXC Date: 4/85/17
Mailing Address: 300, N. WILSON ST., SUITE 300, CRESTVIEUD, FL 3053
Company Address: 600 TRANSIT WAY, FT. WALTON BCH., FC 38547
Contact Name (for Invoices): JOANN HOFSTAP
Contact Phone: 850-609-7004 Contact Fax: 850-833-9386
Contact Email: 1tHOFStad @ CO. OKGlOSG. Fl. LIS
Account Payment Type Accepted: (Circle all that apply) Amex Visa Check
No credit card charges may be made without receiving authorization for each individual charge. Any charges made without receiving approval may be subject to immediate dispute.
Payment terms will be on a Net 30 basis unless otherwise approved and noted here:
Approved by: with Secure Transportation on

Partner Instructions:

- 1. Completed form is faxed to 562-941-2051. Contact is the Accounts Payable Department at 800-856-9994. Email: accounting@securetransportation.com
- 2. Secure requests a W-9 completed and returned prior to the first payment to Partner. The Internal Revenue Code requires recipients of certain payments to furnish taxpayer identification numbers to payers required to report to the Internal Revenue Service. If your company is a LLC, LLP, etc., please state what applies, a Corporation or Partnership. Complete the enclosed W-9 and submit by one of the following:
 - i. Fax 562-941-2051, Attention: Accounts Payable
 - ii. Email accounting@securetransportation.com
 - iii. Mail to 13111 Meyer Road, Whittier, CA 90605 Attention: Accounts Payable

Re: W-9 Form





Re: W-9 Form

Dear Partner:

The Internal Revenue Code requires recipients of certain payments to furnish taxpayer identification numbers to payers required to report to the Internal Revenue Services. We don't have a W-9 form on file and are requesting one for our records. Federal Income Tax Law requires us to have your Employer Identification number (EIN) on file.

Please complete the enclosed W-9 form and return to us as soon as possible. We would appreciate your immediate response to this matter. If your company is a LLC, LLP, etc., please state what applies, a Corporation or Partnership.

If you fail to furnish us with this information, you may be subject to a \$50.00 penalty imposed by the IRS under section 6723, and all payments made to you may be subject to 28% backup withholding.

Thank you very much for assistance . If there are any questions or concerns, please feel free to call upon me anytime at 800-856-9994.

Sincerely,

Accounting Department

Email: accounting@securetransportation.com

Form (Rev. August 2013) Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)										
	Okaloosa County Board of County Commissioners										
2	Business name/disregarded entity name, if different from above										
e s on page	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust	/estate				tions (
Print or type Instructions on	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶			E	Exempt payee code (If any) X Exemption from FATCA reporting code (if any)				_		
두드											
_ i≝	Address (number, street, and apt. or sulte no.)	ester's	name	and	add	reas (c	ptio	nal)			_
P Specific	302 N Wilson St Suite 203										
See S	City, state, and ZIP code										
స్ట	Crestview FL 32536										
	List account number(s) here (optional)										
Par											
	r your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line oid backup withholding. For individuals, this is your social security number (SSN). However, for a	50	Cial a	ecur	ity ni	umbei	_	_	-		4
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other				_			_	ĺ		-
entitie	es, it is your employer identification number (EIN). If you do not have a number, see How to get a	L	<u> </u>		. L			ᆫ			- 1
T-12 1											
	on page 3.	En	nlov	er Id	antif	cation		nhar	•		_)
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	En	ploy	er Id	entif	cation	nui	nber	· · · · · ·		
Note.	• •	En	ploy 9	er Id	entif	<u> </u>	7	nber 0 7	6	5	_)
Note.	h. If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter.		Ħ	er Id	- 7	<u> </u>	7	T	6	5)
Note. numb	h. If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter.		Ħ	er id	- 7	<u> </u>	7	T	6	5	_)
Note. numb Par Unde	the account is in more than one name, see the chart on page 4 for guidelines on whose oper to enter. Certification	5	9		6	0 () (0 7	6	5	
Par Under 1. Th 2. I a	till Certification To perpendities of perjury, I certify that:	5 mber t	9 beer	issu	6 ed to	o me)	, and	d aterna	al Rev	renue	
Par Under 1. Th 2. I a Se no	If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter. Certification repenalties of perjury, I certify that: ne number shown on this form is my correct taxpayer identification number (or I am waiting for a number not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I havervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or div	5 mber t	9 beer	issu	6 ed to	o me)	, and	d aterna	al Rev	renue	
Par Under 1. Th 2. I a Se no 3. I a	If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter. Certification The penalties of perjury, I certify that: The number shown on this form is my correct taxpayer identification number (or I am waiting for a number not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or displaced in the properties of the properties o	5 mber t ve not	o be beers, or	issu	6 ed to	o me)	, and	d aterna	al Rev	renue	
Par Under 1. Th 2. I a Se no 3. I a 4. The Certifible because interegener instru	Certification The penalties of perjury, I certify that: The number shown on this form is my correct taxpayer identification number (or I am waiting for a number not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have revice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or disconger subject to backup withholding, and am a U.S. citizen or other U.S. person (defined below), and the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is of initiation instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction est paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an entally, payments other than interest and dividends, you are not required to sign the certification, but juctions on page 3.	mber to ve not idend	o be beers, or current 2 cual re	lssu n no (c) ti	ed to	o me) I by the is has lect to apply tarrai	, and le in ba	d diternitified	al Rev me t	renue hat I a nolding e , and	
Par Under 1. Th 2. I a Se no 3. I a 4. The Certifibecau interegener	THE Certification The penalties of perjury, I certify that: The number shown on this form is my correct taxpayer identification number (or I am waiting for a number not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have ervice (IRS) that I am subject to backup withholding as a result of a fallure to report all interest or displayed to backup withholding, and am a U.S. citizen or other U.S. person (defined below), and the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is conficuation instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction est paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an example, payments other than interest and dividends, you are not required to sign the certification, but juctions on page 3. Signeture of	mber to ve not idend	o be been 2 current 2 cual reust p	lssu n no (c) ti	ed to	o me) I by the is has lect to apply tarrai	, and le in ba	d diternitified	al Rev me t	renue hat I a nolding e , and	
Par Under 1. Th 2. I a Se no 3. I at 4. The Certitible General Sign Herce	Certification The penalties of perjury, I certify that: The number shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on this form is my correct taxpayer identification number (or I am waiting for a number not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have revice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or displayer subject to backup withholding, and am a U.S. citizen or other U.S. person (defined below), and are FATCA code(s) entered on this form (If any) indicating that I am exempt from FATCA reporting is of initiation instructions. You must cross out item 2 above if you have been notified by the IRS that you use you have failed to report all interest and dividends on your tax return. For real estate transaction est paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an exally, payments other than interest and dividends, you are not required to sign the certification, but juctions on page 3. Signature of	5 mber t vve not vidend orrect nu are ns, iter ndivid	o be been 2 courred n 2 course pust p	lssu n no (c) ti	ed to tiffee the IF sub not men de you	o me) I by the Shase ect to apply tarran	, and he in	d d d d d d d d d d d d d d d d d d d	withintgag (IRA)	renue hat I a nolding e , and	

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

 Certify that FATCA code(a) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

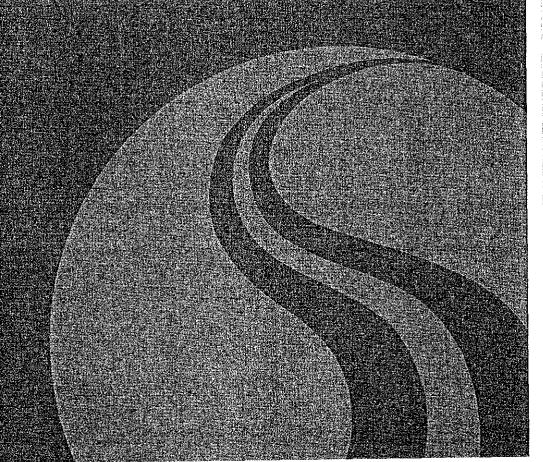
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TiN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident allen,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Pre-Approval Site Visit Check List





Pre-Approval Site Visit Check List

Partner Name: D	Pate:			
Attendees:			<u> </u>	
Was meeting conducted with C-Level Executive or Owner?	() Yes	()	No
Is the facility clean and well maintained?	() Yes	()	No
Was the meeting able to start on time, as scheduled?	() Yes	()	No
Are all required application items met:				
Background check showing at least 7 years	() Yes	()	No
Drug & Alcohol testing policy	• () Yes	()	No
CPR & First Aid Policy	· ·) Yes	()	No
Gurney & Wheelchair Training at least every 2 years) Yes		No
Annual inspection by a Certified Mechanic on all vehic	cles () Yes		No
Meets Insurance Requirements) Yes	** *	No
Proper training on HIPAA & PHI	and the state of t) Yes	()	11,199.
No easily viewable violations	化电子分离 化二氯甲酚 医二甲酚二甲酚) Yes	į)	
Partner agrees with and understands the following documen	ts:			
Transportation Procedures & Expectations) Yes	()	No
Transportation Outsource Agreement	그 경험하는 그는 한 경험을 하는 것 같다.) Yes	()	
Addendum A – Business Associate Agreement) Yes	(j	
Pay Report Procedures) Yes	()	
Vehicle Inspection				
Vehicles are no more than 7 years old). Yes	1 Y	No
Proper maintenance documents are available) Yes		No
Vehicles are washed, clean and free of debris	19 Aug. 19 Aug) Yes		No
Vehicle has proper licensing (TCP, MTS, Etc.)) Yes		No
Vehicle appears to be smoke free) Yes	1.00	No
Navigation units inside vehicle have audible directions	[] (Yes	1 47	Nö
Vehicle has GPS or tracking capabilities) Yes		No.
Lifts are properly maintained and serviced every 3 mo) Yes	· : :	No

Opyright 2015, Secure Transportation Company, Inc., All Rights Reserved. - Rev. 4/2015



Driver	Inspection		
	Drivers adhere to strict no-smoking policy Drivers have hands free devices Demonstrates proper files are kept on drivers Drivers have current driver's license Drivers maintain a clean driving record Drivers receive proper drug & alcohol testing Driver has proper licensing if applicable Driver has been checked for OIG Exclusions	() Yes () Yes () Yes () Yes () Yes () Yes () Yes	() No () No () No () No () No () No () No
Accide	nt & Injury Reporting		
	Agrees with accident & injury reporting procedures Agrees to allow Secure Transportation to fully investigate	() Yes () Yes	() No () No
Inspect	tions & Site Visits		
	Agrees to allow site visits, scheduled or unscheduled Agrees to allow annual audits Agrees to allow driver spot checks, scheduled or unscheduled	() Yes () Yes () Yes	() No () No () No
Notes:			
			All and probability and the probability of the prob
Dartna	r Application Approved	/) Ves	() Mo

Pariner Annual Inspection



Partner Annual Inspection Form

Partner Name: Date:		
Attendees:	***************************************	
For the annual inspection, items must be viewed by a Secure Trai	nsportation Repres	entative.
Was meeting conducted with C-Level Executive or Owner?	() Yes	() No
Is the facility clean and well maintained?	() Yes	() No
Was the meeting able to start on time, as scheduled?	() Yes	() No
Are all required application items still being met:		
Background check showing at least 7 years	() Yes	() No
Drug & Alcohol testing policy	()Yes	() No
CPR & First Aid Policy	() Yes	() No
Gurney & Wheelchair Training at least every 2 years	() Yes	() No
Meets Insurance Requirements	() Yes	() Na
Proper training on HIPAA & PHI	() Yes	() No
No easily viewable violations	() Yes	() No
Partner agrees with and understands the following documents:		
Transportation Procedures & Expectations	() Yes	() No
Transportation Outsource Agreement	() Yes	() No
Addendum A – Business Associate Agreement	() Yes	() No
Pay Report Procedures	() Yes	() No
Vehicle Inspection		
Vehicles are no more than 7 years old	() Yes	() No
Proper maintenance documents are available	() Yes	() No
Vehicles are washed, clean and free of debris	() Yes	() No
Vehicle has proper licensing (TCP, MTS, Etc.)	() Yes	() No
Vehicle appears to be smoke free	() Yes	() No
Navigation units inside vehicle have audible directions	() Yes	() No
Vehicle has GPS or tracking capabilities	() Yes	() No
Vehicles are annually inspected by a Certified Mechanic	() Yes	() No
Lifts are properly maintained and serviced every 3 months		() No

. Eppyright 2015. Secure Transportation Company, Inc.: All Rights Reserved. Rev. 4/2015

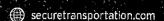


Driver	Inspection		
	Drivers adhere to strict no-smoking policy Drivers have hands free devices Demonstrates proper files are kept on drivers Drivers have current driver's license Drivers maintain a clean driving record Drivers receive proper drug & alcohol testing Driver has proper licensing if applicable Drivers are properly	() Yes () Yes () Yes () Yes () Yes () Yes () Yes	() No () No () No () No () No () No
Accide	nt & Injury Reporting		
	Agrees with accident & injury reporting procedures Agrees to allow Secure Transportation to fully investigate	() Yes () Yes	() No () No
Inspec	tions & Site Visits		
	Agrees to allow site visits, scheduled or unscheduled Agrees to allow annual audits Agrees to allow driver spot checks, scheduled or unscheduled	() Yes () Yes () Yes	() No () No () No
Notes:			
		e Septoman	e de la composition della comp
		18 T	
Partne	er Audit	ass ()	Fail

Florida Partner Welcome Documentation

Secure Transportation

3 1 1



800,856,9

EA Favi E63,006,004



34 F Broadway Long Beach, CA 90903



To Our Florida Partners:

Welcome to the Secure Transportation family of partnership and thank you for your affiliation.

Everyone here is excited to have you as a partner as we work together to provide customers with an exceptional transportation experience.

Please review the attached packet of information. Feel free to actively collaborate with our partner support team if you have any questions along the way.

We are confident this is the beginning of a mutually beneficial relationship and we look forward to working and growing together.

Once again, welcome to the Secure Transportation family.

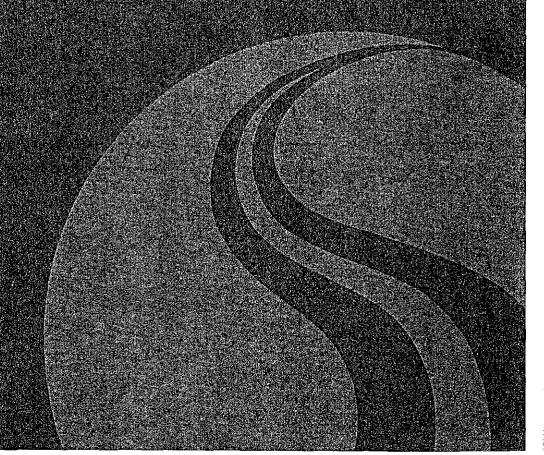
Your partner in business, Steven D. Dobbs President - Secure Transportation

Welcome to the Family!

WHAT'S INSIDE

- Contact Sheet
- Transportation Procedures and Expectations
- Quality Assurance
- · Itineris Mobile & Partner Portal T
- Billing Adjustments
- · Fraud Prevention Hotline
- Accident and Incident Reports

Contact Sheet





Partner Support Team Contact Sheet

General Questions:

800.875.1549

Daily Report:

partnerbilling@securetransportation.com

Pay Reports:

accounting@securetransportation.com

Contracting:

Luke Massaro

Lmassaro@securetransportation.com

562.965.5955

Compliancy:

partnercompliancy@securetransportation.com

Quality Enhancement

Robert Service

Manager:

rservice@securetransportation.com

562.650.4543

Training:

Norma Ramos

nramos@securetransportation.com

800.856.9994

Payment Inquiry:

Ashley Rosales

arosales@securetransportation.com

800.856.9994

Quality Assurance:

Mahy Khosravi

mkhosravi@securetransportation.com

800.856,9994

Accident & Injury:

Steve Thome

sthome@securetransportation.com

800.856.9994

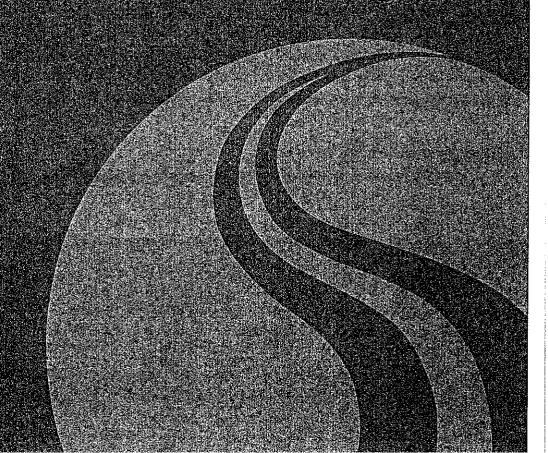
General Questions:

Jesse Wingrove

jwingrove@securetransportation.com

562,587,2844

Ouality Assurance





<u>Partner Expectation for Grievance Process</u>

Grievances: Grievance Reports outline complaints with transport

such as missed trips, late arrivals, and customer service

issues.

Response Time: Secure Transportation will need a response from the

partner within 24 hours upon notification of the

complaint.

Investigation process: Partners are required to respond with a full

investigation of what occurred. This will include any

supporting documentation that is necessary to complete the investigation. All questions in the

grievance must be answered thoroughly.

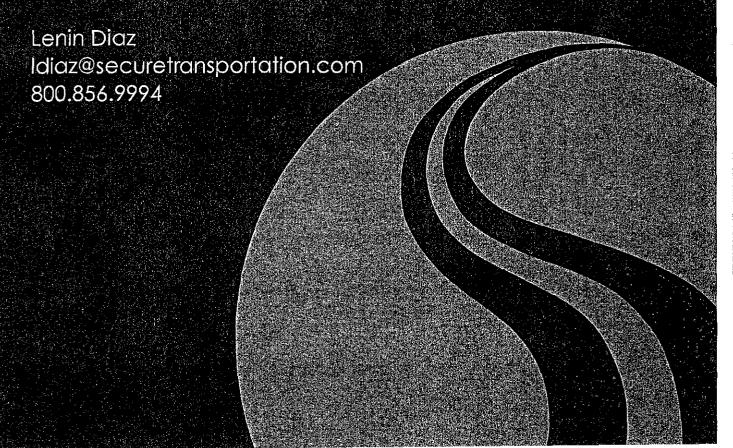
Documentation: Supporting Documentation includes driver logs, print

outs, and GPS tracking's of the vehicles. Passengers cannot be required to sign any documentation to

prove they were transported.

Itineris Mobile & Partner Portal Training

Upon completion of the vetting process, you will receive training from our Partner training team on our Itineris Mobile & Partner Portal. If you have any questions, contact information is below:



Pay Report Distribution & Supposion

Secure Transportation will pay each week on a Net30 basis based upon the report received from the Partner Portal. Reporting requirements will be reviewed when training for the Partner Portal is completed. If you have any questions regarding your payments, contact information is below:

Ashley Rosales arosales@securetransportation.com 800.856.9994 Figure Months & Holling



Reporting Medicare Non-Compliance, and Fraud, Waste or Abuse

Secure Transportation contracted entities are required to report any potential issues of Medicare non-compliance or fraud, waste or abuse, within ten (10) days of discovery of the potential compliance issue.

In the event that the compliance issue has the potential to harm Secure Transportation passengers, the issue must be reported within one (1) working day of discovery.

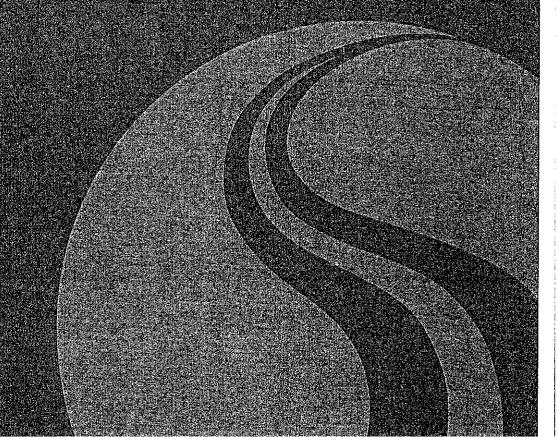
Secure Transportation contracted entities may report issues through any of the following channels, though it is recommended to report compliance issues to the Medicare Compliance Officer via the Secure Transportation Compliance Hotline:

- The Contracted entity's staff person's immediate supervisor or manager;
- The Contracted entity's Compliance Officer, if they have one; and
- The Secure Transportation Compliance Officer, via the Secure Transportation Compliance Hotline

SECURE TRANSPORTATION COMPLIANCE HOTLINE:

Phone (toll-free 24/7 hotline): 855.956.9638

Accident & Injury Notification





Secure Transportation - Complaint & Incident Report

This form is to be completed any time there is a passenger complaint or incident other than accident or injury and should be emailed to firstreport@securetransportation.com or faxed to 562.906.2947

Company Name:			Date:	
Date of Incident:				
Regarding Client:				
Secure Reference Number:				
Secure Transportation Repre	esentative Notified:			
Date Notified:		Time Notified:		
Describe the Incident:				
قو				
		· .		
What actions will be taken t	•			•
			·	
			-	
Printed Name	Date		Signed	4



Accident and/or Injury Reporting Procedures

In the event that an accident occurs while a Secure Transportation passenger is being transported, please follow these procedures:

- Gather the following information from your driver:
 - Secure Transportation Client Name and Reference Number
 - Basic summary of details of accident or injury
 - If any injuries are reported and what type
 - If the vehicle is drivable
 - If a Supervisor will be responding to the scene
 - If emergency personnel are being dispatched
- Call your local Secure Transportation representative to notify them immediately by
 phone so that they may send an Operations Supervisor to the scene of the accident to
 gather details and take passenger and witness statements.
- Email a summary report containing all items required to <u>firstreport@securetransportation.com</u> within 1 hour of notification.
- Email a complete accident investigation summary, including if driver was post accident drug and alcohol tested to <u>claims@securetransportation.com</u> within 24 hours.
- Secure Transportation may contact you for further questions or information.
- If an insurance claim is filed with your insurance or the at fault party's insurance, claim
 information, including claim number and adjuster's name and contact information must
 be sent to <u>claims@securetransportation.com</u>



Tips of Accident Investigations

- The purpose of an investigation is to find the cause of an accident and to prevent future occurrences. An unbiased approach is necessary to obtain objective findings.
 Please do not include personal opinions.
- Visit the accident scene as soon as possible, while facts are fresh and before witnesses forget important details.
- Interview the driver immediately following the accident. The driver should walk you
 through the accident or injury step by step. If necessary have the driver walk you
 through a re-enactment.
- All interviews should be conducted as privately as possible. Interview witnesses one at a time. Talk with anyone who has knowledge of the accident even if they did not actually witness it.
- Consider taking signed statements in cases where facts are unclear or where there is an element of controversy.
- Document details graphically. Use sketches, diagrams and photos as needed and take measurements when appropriate.
- Focus on causes and hazards. Develop an analysis of what happened, how it happened and how it could have been prevented. Determine what caused the accident or injury.
- Every investigation should include an action plan. How will you prevent such accidents in the future even if the driver was not at fault?

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: T/30	Tracking Number:			
Contractor/Lessee Name: Secure Transpo	Cratia Grant Funded: YES_NOX			
Purpose: Non-emergery medical tr	i			
Date/Term: <u>Le 117 - 5-37-18</u>	1. GREATER THAN \$50,000			
Amount: 300,000	2. GREATER THAN \$25,000			
Department: Cm	3. \$25,000 OR LESS			
Dept. Monitor Name: Kampert				
Document has been reviewed and includes any attac	chments or exhibits.			
Purchasing Rev	low			
	iew			
Procurement requirements are met:	5-21-17			
Purchasing Director or designee Greg Kisela, C	Date: 530-17 Charles Powell, DeRita Mason, Matthew Young			
Risk Management	Review			
!				
Approved as written: See Enace	Date: 5/30-17			
Risk Manager or designee Laura Porter or Kr	ystal King			
County Attorney R	eview			
Approved as written: C. S. O. O.	if allaha			
χο ω ι	Date: 53017			
County Attorney Gregory T. Stewart, Lynn	Hoshihara, Kerry Parsons or Designee			
Following Okaloosa County approval:				
Contracts & Gro	ants			
Document has been received:				
	Date:			
Contracts & Grants Manager				

From: DeRita Mason

Sent: Wednesday, May 31, 2017 10:09 AM

To: Elliot Kampert

Subject: FW: Secure Transportation Agreement

Please print and attach to the coordination sheet.

DeRita

From: Krystal King

Sent: Wednesday, May 31, 2017 10:07 AM

To: DeRita Mason <dmason@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>

Subject: RE: Secure Transportation Agreement

Risk Management approved.

Krystal King

Okaloosa County Risk Management (850)689-5977 Fax (850)689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: DeRita Mason

Sent: Tuesday, May 30, 2017 11:06 AM

Subject: FW: Secure Transportation Agreement

Importance: High

Can you approve this? They want to put it on the June 6, 2017 board meeting.

From: Elliot Kampert

Sent: Tuesday, May 30, 2017 10:33 AM

To: DeRita Mason < dmason@co.okaloosa.fl.us>

Cc: Greg Kisela <gkisela@co.okaloosa.fl.us>; Greg Stewart <gstewart@co.okaloosa.fl.us>; 'Parsons,

Kerry' < KParsons@ngn-tally.com >; Laura Porter < lporter@co.okaloosa.fl.us >; Janet Willis

<jwillis@co.okaloosa.fl.us>

Subject: FW: Secure Transportation Agreement

Importance: High

Good morning DeRita,

Did Greg forward this one to you, as well? Kerry Parsons has approved it for legal (see email, below).

Thanks,

Elliot

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Friday, May 26, 2017 8:03 AM

To: Elliot Kampert < <u>ekampert@co.okaloosa.fl.us</u>>

Cc: Janet Willis < jwillis@co.okaloosa.fl.us >; Robert Berkstresser < rberkstresser@co.okaloosa.fl.us >; Greg

Stewart <gstewart@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; Laura Porter

<lporter@co.okaloosa.fl.us>

Subject: RE: Secure Transportation Agreement

Good Morning:

This is approved for legal purposes.

From: Elliot Kampert [mailto:ekampert@co,okaloosa.fl.us]

Sent: Thursday, May 25, 2017 12:02 PM

To: Greg Stewart; Parsons, Kerry; Greg Kisela; Laura Porter

Cc: Janet Willis; Robert Berkstresser

Subject: Secure Transportation Agreement

Importance: High

Good morning,

Attached for your consideration please find the fully executed version of the Agreement with Secure Transportation. The following are the changes from the packet that was provided for Commissioner Ketchel's signature:

- Language pertaining to Protected Health Information was previously found in the Agreement, the Addendum, and the Transportation Procedures & Expectations document (formerly called Schedule A Transportation Procedures & Expectations). The language in the Expectations document was redundant and has been removed; it now only appears in the Agreement and Addendum.
- 2. The Expectations document has been changed as follows:

Cancellations – trips will be paid by Secure if less than ½ hour notice is given (previous version was one hour)

Changes in pay reports from Secure must be returned to Secure within 24 hours (previous version was 48 hours)

Language has been added that Secure must be notified of any incidents within 1 hour of the incident report, and a completed report must be reported within 24 hours of the incident. The notification phone number is different.

3. The pay rates have been revised in the County's favor:
Ambulatory: for 0 to 3 miles was \$14.20 per mile, now \$14.50 per mile; was 1.40/mile for 4+ miles, now \$1.50/mile for 3+ miles.

Wheelchair: for 0 to 3 miles was \$21.70 per mile, now \$22.00 per mile; was 1.40/mile for 4+ miles, now \$1.50/mile for 3+ miles.

I have reviewed these changes with Bob Berkstresser and they are acceptable, though the notification times are tight.

The language the County Attorney requested to be added to the Indemnity clause IS in the agreement signed by Secure.

As you'll recall, we got this to the BCC quickly in order to be able to provide service beginning June 1 with the understanding that the fully executed version would be brought back to the BCC. Because there are changes, I am routing this though the coordinated review process again (sheet attached). I have also attached the Coordination sheet from when this was reviewed prior to Commissioner Ketchel's signature. If at all possible, would like to have this in the June 6 BCC agenda.

Please let me know if you have any questions.

Thanks for your help,

Elliot

Elliot L. Kampert, AICP; Director Okaloosa County Growth Management Department 1250 Eglin Parkway N Room 319 Shalimar, FL 32579 850-651-7180

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

DeRita Mason

From:

Elliot Kampert

Sent:

Tuesday, May 30, 2017 10:33 AM

To:

DeRita Mason

Cc:

Greg Kisela; Greg Stewart; 'Parsons, Kerry'; Laura Porter; Janet Willis

Subject:

FW: Secure Transportation Agreement

Attachments:

Secure Transportation LLC Fully Executed Agreement.pdf; Secure Transportation

Coordination Sheet.docx; May 2 Coordination Sheet.pdf

Importance:

High

Good morning DeRita,

Did Greg forward this one to you, as well? Kerry Parsons has approved it for legal (see email, below).

Thanks,

Elliot

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Friday, May 26, 2017 8:03 AM

To: Elliot Kampert <ekampert@co.okaloosa.fl.us>

Cc: Janet Willis <jwillis@co.okaloosa.fl.us>; Robert Berkstresser <rberkstresser@co.okaloosa.fl.us>; Greg Stewart <gstewart@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>

Subject: RE: Secure Transportation Agreement

Good Morning:

This is approved for legal purposes.

From: Elliot Kampert [mailto:ekampert@co.okaloosa.fl.us]

Sent: Thursday, May 25, 2017 12:02 PM

To: Greg Stewart; Parsons, Kerry; Greg Kisela; Laura Porter

Cc: Janet Willis; Robert Berkstresser

Subject: Secure Transportation Agreement

Importance: High

Good morning,

Attached for your consideration please find the fully executed version of the Agreement with Secure Transportation. The following are the changes from the packet that was provided for Commissioner Ketchel's signature:

 Language pertaining to Protected Health Information was previously found in the Agreement, the Addendum, and the Transportation Procedures & Expectations document (formerly called Schedule A Transportation Procedures & Expectations). The language in the Expectations document was redundant and has been removed; it now only appears in the Agreement and Addendum.