HABERSHAM COUNTY BOARD OF COMMISSION

EXECUTIVE SUMMARY

SUBJECT: DHS Coordinated Transportation Services Agreement FY 2025-2026

DATE: 10.9.2025

(X)RECOMMENDATION
( ) POLICY DISCUSSION
() STATUS REPORT
() OTHER

BUDGET IFORMATION:
ANNUAL-$
CAPITAL-

COMMISSION ACTION REQUESTED ON: December 15, 2025

PURPOSE: To approve FY26 Coordinated Transportation Grant agreement with ontractor, Verida, Inc. to provide transportation services to eligible Department of Human Services (DHS) senior consumers in Habersham County.

BACKGROUND / HISTORY: The term of this agreement is Oct 1, 2025 – July 30, 2026. As a Sub-contractor, the Habersham Senior Center will coordinate with Verida, Inc. to provide senior transportation services for meal consumption and various social / life service trip destinations as requested by the senior consumers of Habersham County.

FACTS AND ISSUES:
Coordinated transportation is based on annual subscription forecast for the period July 1, 2025 – June 30, 2026. Funding is allocated through DHS and is coordinated through Verida, Inc.

9) FEE SCHEDULE/ COMPLIANCE DOCUMENTS:

1. Senior ageing trips are billed at **$18.00** each.
2. Senior hourly trips are billed at **$35.00** hourly.
3. Habersham Senior Center is compliant with DHS guidelines and safety requirements outlined in the agreement.
4. Compliance documents, Hippa Business, Lobbying, Debarment and immigration included.

Eligible senior consumers are detailed in daily manifest logs, submitted monthly at the billing rate listed in items 1 and 2 above.

RECOMMENDED SAMPLE MOTION: Consider approval of Grant Agreement for Fiscal Year 2026.

DEPARTMENT:

Prepared by Kathy Holcomb

Director Kathy Holcomb

ADMINISTRATIVE
COMMENTS:_____
_____
_____

_____ DATE:_____
County Manager

VERIDA

Georgia DHS Coordinated Transportation System Subcontractor Agreement

County
Providers

SIGNATURE PAGE

In consideration of the mutual promises herein, the parties agree to the terms of this Agreement. Each Party, through its duly authorized representative, warrants that such representative has full authority to bind the Party. By executing this Signature Page, each Party acknowledges receipt and review of the Agreement and all referenced Schedules. Provider further agrees to comply with all applicable requirements set forth in the Georgia Department of Human Services' ("DHS") Coordinated Transportation System Transportation Manual, which is available at https://dhs.georgia.gov/organization/about/division-offices/operations/office-facilities-support-services/transportation, and which is incorporated by reference and binding upon Provider, including all amendments issued by DHS.

*This Agreement shall become effective on the date it has been duly executed by both Parties (the "**Effective Date**").*

PROVIDER SIGNATURE AND INFORMATION:

County Name (the **"Provider"**) **HABERSHAM COUNTY, a political subdivision of the State of Georgia**	Chairman, Board of Commissioners (signature):
Signature Date:	Chairman's Name (printed): **Jimmy Tench, Chairman**
(SEAL)	County Clerk – Attest (signature):
Mailing Address: **130 Jacob's Way, Suite 301; Clarkesville, GA 30523** Email Address: kholcomb@habershamga.com	County Clerk – Name (printed): **Brandalin Carnes, County Clerk**

VERIDA SIGNATURE AND INFORMATION:

Verida's Legal Name ("**Verida**") **VERIDA, INC., a Georgia corporation**	Authorized Representative (signature):
Signature Date:	Authorized Representative's Name (printed):
Corporate Secretary – Attest (signature)	Authorized Representative's Title:
Mailing Address: **843 Dallas Highway, Villa Rica, GA 30180** Email Address:	(SEAL)

AGREEMENT

This non-exclusive transportation services agreement (the "**Agreement**") is entered into by and between Verida and Provider (each a "**Party**", collectively, the "**Parties**"), as of the Effective Date set forth on the Signature Page of this Agreement.

A. Verida contracts with the State of Georgia, Department of Human Services ("**DHS**" or the "**Contracting Agency**") to assist in the administration of transportation services in connection with the DHS Coordinated Transportation System.

B. Provider represents and warrants to Verida that it is duly qualified, available, and willing to furnish transportation services in accordance with this Agreement, and subject to the DHS Coordinated Transportation System Transportation Manual, as defined below.

Now, therefore, in consideration of the promises, covenants, and warranties stated herein, Verida and Provider agree as follows:

1. DEFINITIONS

1.1 "Attendant" means an employee or agent of Provider who is properly credentialed to assist in the delivery of the Transportation Services, as set forth in the Transportation Manual.

1.2 "Claim" means a request for payment submitted by Provider to Verida for authorized Transportation Services rendered, supported by complete and accurate trip data entered and certified in the TRIP$, together with all documentation required under this Agreement and DHS Program requirements.

1.3 "Consumer" means an individual who is eligible for and receives transportation services via the DHS Coordinated Transportation System.

1.4" Contracting Agency" shall mean the State of Georgia and the Georgia Department of Human Services.

1.5 "DHS" means the Georgia Department of Human Services.

1.6 "Driver" means an employee or agent of Provider who is properly credentialed to deliver Transportation Services, as set forth in the Transportation Manual.

1.7 "Government Programs" means various State and federal government sponsored health products/programs in which Verida and Contracting Agency participate, including Medicaid and Medicare.

1.8 "Government Program Requirements" means applicable requirements of governmental authorities for Government Programs, which include but are not limited to the requirements set forth by DCH, the Centers for Medicare and Medicaid Services ("CMS"), and in the Prime Contracts.

1.9 "Human Service Provider (HSP)" means an agency, facility or organization authorized under the DHS Coordinated Transportation System whose staff determine Consumer eligibility and manage Consumer registration and transportation orders in TRIP$.

1.10 "Invoice" means the formal billing statement generated from TRIP$ that summarizes Claims for all Transportation Services during a specified billing period, reconciled and certified by Verida, and submitted by Verida to DHS for payment in accordance with DHS Program requirements.

1.11 "Law" means all federal, State, and local statutes and regulations applicable to the subject matter of this Agreement or the Parties' performance of duties and obligations hereunder.

1.12 "Prime Contract" means that certain agreement, together with all exhibits, schedules, amendments, and modifications thereto, by and between Verida, as Prime Contractor, and DHS pursuant to which Verida is engaged to administer and coordinate Transportation Services under the DHS Coordinated Transportation System.

1.13 "Provider" means the transportation service provider set forth on the Signature Page of this Agreement, which has agreed to be bound by the terms and conditions of this Agreement.

1.14 "State" means the State of Georgia.

1.15 "Transportation Manual" means the DHS Coordinated Transportation System Transportation Manual, available at https://dhs.georgia.gov/organization/about/division-offices/operations/office-facilities-support-services/transportation, which establishes requirements and standards applicable to the DHS Coordinated Transportation System, and which is incorporated into and made part of this Agreement by reference.

1.16 "Transportation Services" means the Coordinated Transportation System services to be performed by Provider, as set forth in this Agreement and in the Transportation Manual.

1.17 "Vehicle" means a motorized vehicle which satisfies all inspection and credentialing standards set forth in the Transportation Manual, and which has been authorized to deliver Transportation Services under this Agreement.

1.18 "Verida" means Verida, Inc., a Georgia corporation.

2. VERIDA DUTIES AND RESPONSIBILITIES

2.1 Administrative Duties

Verida shall administer the DHS Coordinated Transportation System (the "**Program**") in compliance with the Transportation Manual requirements. Verida shall assess Provider compliance with Program standards and shall enforce such standards, as appropriate. Verida shall cooperate with DHS and Regional Transportation Offices ("RTOs") in planning, contracting, and renewal processes, maintain accurate operational and financial records, provide timely reports, and resolve complaints.

2.2 Payment Administration

Verida shall administer and process Claims in accordance with Program requirements and this Agreement. Verida shall: review and verify Provider submissions for accuracy, completeness, authorization, and compliance; reconcile invoices against the Transportation Request Information Processing System (hereinafter "**TRIP$**" or "**eTrips**") records; and remit payment for properly documented and eligible services within DHS-established timeframes. Verida shall notify Provider of any deficiencies, discrepancies, or disallowed Claims, and allow correction or resubmission if permitted under the Program. Verida shall maintain complete financial and payment records, cooperate with DHS oversight and audit processes, and confirm valid and undisputed Claims are paid once all contractual and Program requirements are satisfied; **provided, however, that Verida shall have no obligation to remit payment for a specific trip unless (a) Provider records and certifies the outcome of the trip in TRIP$ no later than the next business day after service, and in all cases no later than the date Verida submits its monthly invoice to DHS for the billing period covering that trip, and (b) Verida has received corresponding payment for the trip from DHS.**

Subject to these conditions, Verida shall compensate Provider for the Transportation Services at the rates and in accordance with the additional terms set forth in **Schedule A, Payment Administration** (the **"Compensation"**), which is attached hereto and incorporated herein by reference. Provider shall have no right to invoice, bill, or otherwise seek payment directly from Consumers or DHS for Transportation Services rendered under this Agreement.

2.3 Compliance

Verida shall require and confirm compliance with applicable Transportation Manual requirements concerning Drivers, Attendants, Vehicles, and Providers. Verida shall confirm: Drivers and Attendants meet applicable licensing, training, background check, and other standards; Vehicles are properly credentialed; and Providers adhere to applicable Program requirements. Verida shall conduct and document site visits, inspections, audits, and complaint investigations; shall maintain complete and accurate Driver and Vehicle records; and shall require timely reporting and remediation of deficiencies.

2.4 Orientation

Verida shall conduct and document orientation sessions with Provider to review this Agreement, applicable DHS Program requirements, billing and reporting obligations, and such other topics as applicable. Orientation may be conducted at Verida's regional office, at Provider's principal place of business, digitally, or at another location in Verida's discretion. Verida shall furnish orientation materials and confirm completion of orientation prior to the commencement of Transportation Services.

3. PROVIDER DUTIES AND RESPONSIBILITIES

3.1 Compliance with the Transportation Manual

Provider shall comply with all applicable requirements, procedures, standards and policies set forth in the Transportation Manual, as amended, which is incorporated into and made part of this Agreement by reference, and is binding upon Provider as if fully set forth in this Agreement. The Transportation Manual includes, but is not limited to, Provider, Driver, Attendant, Vehicle, and operational standards applicable to Provider, and is publicly available on the Georgia DHS website at: https://dhs.georgia.gov/organization/about/division-offices/operations/office-facilities-support-services/transportation. Provider acknowledges the Transportation Manual is issued and amended solely by DHS and agrees to comply with all current and future versions of the Transportation Manual, as amended from time to time by DHS.

3.2 General Trip Information

Provider shall provide safe, timely, and reliable Transportation Services in accordance with DHS requirements, as set forth in the Transportation Manual, Chapter 1, Section C – General Trip Information. Such duties include performing subscription, scheduled, demand response, and group trips. Provider shall coordinate routes to maximize efficiency, maintain appropriate service availability, and respond promptly to communications. The Provider shall confirm on-time performance, adhere to pick-up windows, report no-shows, and comply with all requirements for Consumer assistance, child safety, transport duration, prohibitions, and supervision at destinations. Provider shall also monitor and respond appropriately to conditions that affect the Transportation Services, notify affected parties of delays or cancellations, and confirm Drivers and Attendants are trained in emergency procedures.

3.3 Transportation Services & Payment

Provider shall manage and perform the Transportation Services in compliance with DHS requirements, as set forth in the Transportation Manual, Chapter 1, Section D – Transportation Service and Payment. Such duties include receiving, dispatching, and fulfilling trip orders through the TRIP$ system; providing safe, timely, and reliable transportation; maintaining a process to continuously accept trip cancellations; and recording all trip outcomes in the TRIP$ system no later than the next business day. The Provider shall verify the accuracy of all trip data it submits, maintain and preserve all required records, and cooperate fully with Verida, with HSPs, with the RTO, and with DHS personnel in resolving service issues or discrepancies. Provider shall further prepare and submit complete and accurate invoices, together with all required supporting reports, if any, within the time frames established by DHS; **provided, however, that Provider shall not be entitled to payment for a specific trip unless and until (a) Provider records and certifies the outcome of the trip in the TRIP$ system no later than the next business day after service, and in all cases no later than the date Verida submits its monthly invoice to DHS for the billing period covering that trip, and (b) Verida has received corresponding payment for the trip from DHS.**

3.4 Complaints & Incidents

Provider shall report and respond to accidents, incidents, and complaints as set forth in the Transportation Manual, Chapter 1, Section E – Complaints. Provider shall promptly report incidents and accidents to the appropriate authorities and to Verida, notify Verida of passenger safety or behavior incidents, and cooperate fully in any investigation. Provider shall also comply with all complaint resolution procedures established by DHS and Verida and shall implement any appropriate corrective action or remedial measures required by DHS, Verida or the RTO, as set forth in the Transportation Manual.

3.5 Vehicle Obligations, Monitoring & Inspections

Provider shall confirm all Vehicles used in performance of Transportation Services meet applicable federal, State, and DHS requirements, including safety, maintenance, accessibility, registration, and identification standards, as set forth in the Transportation Manual, Chapter 2, Sections C & D. Provider shall conduct and document daily and annual Vehicle inspections, maintain safety equipment, and immediately remove from service any Vehicle deemed unsafe or "Redlined" until corrective action is verified. Provider shall cooperate fully with monitoring and inspections by DHS, by RTO staff, and by Verida. All required records, certifications, and proof of corrective actions must be maintained and furnished upon request, with continued compliance being a condition of service eligibility.

3.6 Personnel Requirements, Programs & Recordkeeping

Provider shall only permit Drivers and Attendants to perform Transportation Services who meet all applicable licensing, age, experience, background check, and training requirements mandated by law and DHS policy, as set forth in the Transportation Manual, Chapter 2, Section E – Driver Requirements, Programs & Recordkeeping. Provider shall maintain Driver and Attendant qualification files and records of training, violations, inspections, and certifications; ensure compliance with drug and alcohol testing, monitoring, and reporting obligations; and enforce standards of safety, courtesy, and service delivery. Providers shall remove from service any Driver or Attendant who fails to meet applicable standards.

3.7 Reporting Obligations

Provider shall comply with all reporting requirements under this Agreement, the Transportation Manual, and applicable law, including but not limited to recording and certifying all trip outcomes in TRIP$ no later than the next business day, notifying the ordering HSP of Consumer No-Shows (defined in Schedule A, below) within the required timeframe, documenting and retaining daily and annual vehicle inspections, promptly reporting accidents and safety incidents, and submitting accurate invoices with supporting documentation within prescribed timeframes. Provider shall maintain all transportation-related records, including manifests, logs, billing records, inspection reports, and driver files, for at least ten (10) years (or longer if required by law), and shall timely furnish Verida with any additional data or reports necessary for Verida to fulfill its programmatic, performance, financial, or statistical reporting obligations to DHS.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall commence on the Effective Date and shall remain in effect for an initial period of one (1) year (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless earlier terminated in accordance with this Agreement. The Initial Term and all Renewal Terms are collectively referred to herein as the "**Term.**"

4.2 Termination Without Cause

This Agreement may be terminated without cause (i.e., for convenience) by either Party upon thirty (30) days' prior written notice to the other Party.

4.3 Termination With Cause

This Agreement may be terminated by either Party in the event of a material breach of this Agreement by the other Party by giving ten (10) days' prior written notice specifying the breach and advising the other Party that it has ten (10) days to cure the breach. If the breaching Party does not cure the breach within the ten (10) day period, the Party providing the notice of termination shall have the right to immediately terminate this Agreement.

4.4 Immediate Termination

Notwithstanding any other provision herein, this Agreement may be immediately terminated upon written notice to the other Party in the event any of the below occurs:

(a) Verida determines, in its sole discretion, that continuation of this Agreement will negatively impact Consumer safety or care.

(b) Provider engages in fraud or deception, or knowingly permits fraud or deception by another in connection with Provider's obligations under this Agreement.

(c) Provider fails to maintain oversight standards for Claims or credentialing as outlined in this Agreement.

(d) Provider becomes uninsurable or otherwise fails to maintain the required levels of insurance as outlined in this Agreement.

(e) Either Party loses its statutory or regulatory authority to conduct the businesses that are the subject of this Agreement.

(f) Termination or lapse of the Prime Contract(s).

(g) Provider violates any applicable and material law, or in the event of any indictment, charge, arrest or conviction of a felony, or any criminal charge related to the business of Provider.

(h) Provider ceases to operate or applies for consent to acquiesce in the appointment of a receiver, trustee, or liquidator for a substantial part of its assets; files a voluntary petition in bankruptcy; admits in writing its inability to pay its debts; files a petition or an answer seeking reorganization or arrangement with creditors; or takes advantage of any insolvency law.

(i) State or federal regulators do not approve this Agreement.

4.5 Debarment or Exclusion

Provider shall immediately notify Verida of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event Provider is excluded from participation in any federally funded health care program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined Provider is in breach of this Section, this Agreement shall, as of the date of such exclusion or breach, automatically terminate.

4.6 Transportation Services During Notice or Cure Period

To effectuate an orderly transition during any notice or cure period, in Verida's sole discretion, Provider may be ineligible to receive new trips and Verida may reassign any existing trips to maintain continuity of service.

4.7 Effect of Termination

The expiration, cancellation or termination of this Agreement under any circumstances will not terminate the obligations of either Party under this Agreement arising prior to the effective date of the termination of this Agreement; and the expiration, cancellation or termination of this Agreement will in no way be construed as a restriction, limitation or waiver of either Party's rights to pursue any additional remedy at law or in equity. In the event of termination of this Agreement, Provider shall continue to provide Transportation Services through the date of termination. Following any termination, Provider will cooperate with Verida to transition responsibilities to another provider.

5. INDEMNIFICATION

To the extent permitted by law, each party ("**Indemnifying Party**") shall defend, hold harmless, and fully indemnify the other party, the Contracting Agency, the State, and their respective officers, directors, shareholders, employees, agents, and representatives (collectively, the "**Indemnitees**") from and against any and all liabilities, losses, damages, claims, and expenses of any kind, including reasonable costs and attorneys' fees, arising out of or alleged to have arisen out of the acts, duties, or obligations of the Indemnifying Party and its officers, directors, shareholders, employees, agents, contractors, and representatives under this Agreement. This Section shall survive termination of this Agreement.

Any provision of the Agreement (including any Schedule or Exhibit attached hereto and incorporated herein) requiring Provider to indemnify Verida or any other entity named hereinabove is only valid to the extent such indemnification is allowed by Georgia law. Except as may be required herein, Provider shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder, including but not limited to indemnification. Nothing contained in the Agreement shall be construed to be a waiver of Provider's sovereign immunity or any individual's qualified, good faith or official immunities.

6. INSURANCE

Provider shall, at its sole expense, procure and maintain insurance coverage (or approved self-funded coverage) in full force throughout the Term of this Agreement, in accordance with the following requirements:

6.1 Acceptable Coverage Sources: Provider shall secure such insurance coverage either: (a) from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by DHS; (b) through an authorized Interlocal Risk Management Agency pursuant to O.C.G.A. § 36-85-1, et seq.; or (c) any combination thereof.

6.2 Workers' Compensation and Employer's Liability: Workers' Compensation Insurance shall be provided in compliance with the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer shall submit to the Department a certificate from the Georgia Board of Workers' Compensation stating that Provider qualifies to pay its own workers' compensation claims.) Provider shall require all subcontractors that are required

by statute to hold workers' compensation insurance, and that occupy the premises or perform work under this Agreement, to obtain and provide proof of such coverage.

6.3 **Commercial General Liability**: Commercial General Liability Insurance (Occurrence), including contractual liability coverage, for all general liability losses up to $2,000,000.

6.4 **Business Automobile Liability**: Business Automobile Liability Insurance, in accordance with O.C.G.A. § 33-24-51 and in the amounts of the statutory limits established under O.C.G.A. § 36-92-2, to include, but not be limited to, liability coverage on any owned, non-owned, and hired vehicles used by Provider, its subcontractors, agents, or representatives in the performance of services under this Agreement. Providers who do not own vehicles operated by their personnel shall notify their RTO and obtain guidance.

6.5 **Excess Liability (Commercial Umbrella Insurance)**: Excess Liability Insurance (Occurrence) with $2,000,000 limit, following the form of the underlying primary policies, with no coverage gaps.

6.6 **Additional Insureds & Certificates**: The Commercial General Liability and Automobile Liability policies shall name Verida and the State of Georgia, its officers, employees, and agents as additional insureds for liability arising out of Provider's performance under this Agreement. All insurance must remain in full force during the Term and any renewal or extension of this Agreement. Certificates of Insurance must list Verida and the State of Georgia as certificate holders and provide for a minimum of thirty (30) days' written notice prior to cancellation or material change in coverage. The parties hereto agree that Provider's obligation to include any parties as additional insureds under its insurance policies is only valid and enforceable to the extent allowed by law. Nothing contained in this Agreement shall be construed to be a waiver of Provider's sovereign immunity or any individual's qualified, good faith or official immunities.

7. NO VOLUME GUARANTEE

Provider acknowledges and agrees that Verida makes no representation, warranty, or guarantee regarding the number, type, or volume of trips made available to Provider under this Agreement. Verida shall have no obligation to make available or dispatch any minimum number of trips, or any trips at all, and Provider shall not be entitled to claim any damages or relief arising from the volume of trips available to Provider. Any trip(s) made available to Provider may be withdrawn by DHS, the RTO, or Verida, in their sole discretion.

8. CONFIDENTIALITY AND USE OF RECORDS

8.1 **Consumer Information:** Provider shall maintain the confidentiality of Consumers' transportation records and related information in accordance with Law and Government Program Requirements. Provider shall obtain a specific written authorization from any Consumer prior to releasing the Consumer's transportation records to a third party. Provider shall not disclose or use Consumers' names, addresses, social security numbers, identities, other personal information, treatment modalities, or medical records without obtaining appropriate authorization. This provision shall not affect or limit Provider's obligation to make available transportation records and related information to Verida, Contracting Agency, or any authorized State or federal agency. This Section shall survive termination of this Agreement.

8.2 **HIPAA:** The Parties recognize information that may be exchanged between them may constitute Protected Health Information ("**PHI**"), as that term is defined by Subtitle F of Title II of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 Code of Federal Regulations Part 160-164)(the "HIPAA Rules"), and/or Nonpublic Personal Information as defined by applicable state statutes and/or regulations implementing Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.)("**GLB Regulations**"). The Parties shall execute and shall comply with the provisions of **Schedule B, Business Associate Agreement** ("**BAA**"), attached hereto and made a part hereof.

8.3 **Confidential and Proprietary Information:** The Parties shall maintain and shall cooperate to maintain the confidentiality of each other's information. Each Party agrees the terms set forth in this Agreement are strictly confidential and neither Party will disclose such terms to any person or entity for purposes other than the administration of the Agreement without receiving prior written consent of the other Party, except as required by State or Federal Law or Government Program Requirements. The Parties shall not disclose or use any confidential information for their own benefit during or after the Term of this Agreement. Upon termination of this Agreement, each Party agrees to return all confidential information in its possession upon the request and in the manner specified by the other Party. This Section shall survive the termination of this Agreement.

8.4 **Rule, Regulations, or Statute**: Nothing in this Section shall preclude either Party from disclosing information required to be disclosed pursuant to Law or Government Program Requirements;

however, information referred to in this Section shall be disclosed only in the manner and to the extent permitted by such rule, regulation or statute.

8.5 **Consumer Access to Health Information:** Provider shall, at no cost to Verida, Contracting Agency, or Consumers, provide access to or copies of Consumers' health information—including transportation and billing records—in compliance with State and Federal law, applicable Government Program requirements, and the Prime Contract(s). This obligation shall survive termination of this Agreement.

8.6 **Maintenance of Records**: Provider shall maintain all records and documents related to the Transportation Services, including financial records, as required by applicable Law, Government Program Requirements, and the Prime Contract(s). Such records shall be retained for ten (10) years from the date of final payment under this Agreement, or for any longer period required by applicable Law. Provider shall furnish these records upon request and shall cooperate with Verida and Contracting Agency in facilitating record exchanges necessary for quality management, utilization management, and other operational programs. This obligation shall survive termination of this Agreement.

8.7 **Delivery of Records:** Provider shall provide Verida, its designee and duly authorized third parties, including, but not limited to, applicable governmental regulatory agencies, accrediting agencies and Contracting Agency, with reasonable access during regular business hours to records related to Transportation Services rendered to Consumers under this Agreement. Such access shall be provided within the timeframes specified by the governmental regulatory authority or other agency requesting such access or, if such access is requested only by Verida or Contracting Agency, upon at least two (2) days' prior notice. This Section shall survive the termination of this Agreement.

9. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement is intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. Nothing herein contained shall prevent any of the Parties from entering into similar arrangements with other Parties. Each of the Parties shall maintain separate and independent management and shall be responsible for its own operations.

10. THIRD-PARTY RIGHTS

Except as expressly provided in Section 5 (Indemnification) with respect to DHS and the State, nothing in this Agreement is intended to confer any rights, remedies, or benefits upon any person or entity other than the Parties. The Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Law

Provider agrees to comply with applicable State and Federal Law, rules and regulations, policies, consent decrees, and court orders, including Constitutional provisions regarding due process and equal protection of the law.

Provider agrees to recognize and abide by all State and federal Law, regulations and guidelines applicable to Verida, Contracting Agency and Provider. This Agreement incorporates by reference all applicable federal law and regulations and State laws, Agency rules and regulations, consent decrees or court orders, and revisions of such laws, regulations, consent decrees or court orders shall automatically be incorporated into this Agreement, as they become effective.

Provider agrees to abide by the Medicaid laws, regulations and Government Program Requirements that apply to Verida and Contracting Agency. Provider understands that payment of a Claim by Verida is conditioned upon the Claim and the underlying transaction complying with all such Law and regulations, (including, but not limited to, Federal anti-kickback statute, the Stark law, and federal requirements on disclosure, debarment and exclusion screening), and is conditioned upon Provider's compliance with all applicable conditions of participation in Medicare and/or Medicaid. Provider understands and agrees that each Claim Provider submits to Verida constitutes a certification that Provider has complied with all applicable Medicare and/or Medicaid laws and regulations (including, but not limited to, the Federal anti-kickback statute, the Stark law and federal requirements on disclosure, debarment and exclusion screening), in connection with such Claims and the Transportation Services.

11.2 Assignment and Subcontractors Prohibited

Provider may not assign, transfer, subcontract, or delegate, in whole or in part, any rights, duties, or obligations under this Agreement without the prior written consent of Verida. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of Provider and Verida and their respective successors in interest and assigns. Neither the acquisition of Verida nor a change of its legal name shall be deemed an assignment. Notwithstanding the foregoing, this Agreement may be assigned to Contracting Agency and/or Contracting Agency's agents or assigns in the event of a default by Verida under the terms of the Prime Contract.

11.3 Amendment

Verida may, without Provider's consent, immediately amend this Agreement to maintain consistency and/or compliance with any State or Federal Law, policy, directive, or Medicare/Medicaid requirement. Verida may otherwise amend any portion of this Agreement, including all Schedules, upon thirty (30) days prior written notice to Provider. If Provider does not deliver to Verida a written notice of rejection of the amendment within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon Provider.

11.4 Notices

Any notice, request, or other communication to be given in writing under this Agreement will be deemed to have been given by either Party to the other Party upon the date of receipt, if hand delivered, or four (4) business days after deposit in the U.S. mail, if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or one (1) business day after deposit with a national overnight courier or next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile or email transmission, when followed by the original copy mailed to the mailing address set forth on the Signature Page.

11.5 Waiver

Waiver of a term, condition or a breach of any provision of this Agreement shall not be deemed a waiver of any other term, condition or breach of the same or different provision. No act, delay or omission done, suffered, or permitted by a Party shall be deemed to exhaust or impair any right, remedy or power of that Party hereunder.

11.6 Severability

Neither the invalidity nor unenforceability of any term or provision in this Agreement shall affect the validity, enforceability or approval of any other term or provision of this Agreement.

11.7 Applicable Law; Jurisdiction; Service of Process

This Agreement shall be governed and construed according to the laws of the State. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Georgia, County of Carroll, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia, and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.8 Headings

The headings of the various sections of the Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit or define or extend the specific terms of the section so designated.

11.9 Entire Agreement

This Agreement, including all schedules, exhibits and attachments hereto, contains the entire agreement between the Parties relating to the rights granted and the obligations assumed by the Parties and supersede any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth in this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.10 Notice of Adverse Action

Provider shall give Verida immediate written notice of any action or suit filed and prompt notice of any claim made against Provider, Verida, or Contracting Agency which may result in litigation related in any way to this Agreement.

12. FEDERAL PROVISIONS

12.1 Non-Discrimination

Provider shall comply with all State and federal Law and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider shall also comply with the integration mandate in 28 C.F.R. § 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

12.2 Contract Work Hours and Safety Standards Act

(a) **Overtime Requirements:** No Provider or subcontractor contracting for any part of the Prime Contract(s) or this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; Liability for Unpaid Wages** Provider shall comply with all wage and hour laws, including the FLSA, and shall indemnify and hold harmless Verida from any claims or liabilities arising from Provider's failure to do so.

12.3 Lobbying

Provider certifies by signing the Agreement, to the best of its knowledge and belief, that federal funds have not been used for lobbying in accordance with 45 C.F.R. Part 93 and 31 U.S.C. 1352. The Parties shall disclose any lobbying activities using non-federal funds in accordance with 45 C.F.R. Part 93.

12.4 Debarment or Suspension

Provider certifies that neither it nor its principals, employees, or subcontractors is debarred, suspended, ineligible or otherwise excluded from Federal Procurement or Non-Procurement Programs.

12.5 Copeland "Anti-kickback" Act

Provider certifies that it and its principals, employees, and subcontractors are in compliance with the Copeland "Anti-kickback" Act, 18 USC 874, as supplemented by Department of Labor regulations, 29 CFR 3.

12.6 Fraud, Waste & Abuse Reporting

Provider shall report to Verida all cases of suspected fraud and/or abuse, as defined in Title 42, of the Code of Federal Regulations, Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred, by Consumers, by Provider, or by Provider's subcontractors, agents, or employees within ten (10) business days of the date when Provider first becomes aware of, or is on notice of, such activity. Provider shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against fraud and/or abuse in the provision of health care services under the Medicaid program. Upon the request of Health Plan and/or the State, Provider shall consult with the appropriate State agency prior to and during the course of any such investigations.

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SCHEDULE A: PAYMENT ADMINISTRATION

Verida and Provider hereby agree to the following additional terms for invoicing and payment of Claims:

1. CONDITIONS TO PAYMENT

Verida shall have no obligation to remit payment for a specific trip unless (a) Provider records and certifies the outcome of the trip in TRIP$ no later than the next business day after service, and in all cases no later than the date Verida submits its monthly invoice to DHS for the billing period covering that trip, and (b) Verida has received corresponding payment for the trip from DHS.

2. PAYMENTS

Provided the above conditions have been satisfied, Verida will make full payment to Provider for undisputed Claims associated with completed trips. Payments shall be calculated based on the rates set forth in **Schedule A, Exhibit 1** ("**Final Rate Sheet**"), subject to the terms of this Agreement. Payment for denied or disputed trips will be withheld by Verida and may be resubmitted by Provider as set forth in this Agreement, if permitted under the Program. This payment provision shall be further interpreted in accordance with the following:

2.1 Authorized Trips

"**Authorized trips**" are defined as trips that are: pre-authorized by DHS, by Verida, or by the RTO; accepted by Provider; and performed by Provider as set forth in TRIP$. Claims associated with unauthorized trips (i.e., incorrect pick-up/drop-off locations and/or levels of service) are subject to denial.

2.2 Payment Delays

In the event a payment date falls on a weekend or holiday, payments will be made on the next working business day. Provider's receipt of funds may vary depending on mail delivery schedules and bank processing times. In the event a Contracting Agency is unable or unwilling to pay Verida amounts validly due under the Prime Contract, Verida may delay payments to Provider until such time as the Contracting Agency pays the outstanding amounts.

2.3 Modifications

Verida, in its sole discretion, reserves the right amend the rates and terms set forth in Schedule A – Payment Administration (including any related exhibits) as necessary to reflect changes in the DHS Program, upon notice to Provider in accordance with this Agreement.

3. DENIED OR DISPUTED CLAIMS

Verida shall review Provider Claims for accuracy, authorization, and compliance with this Agreement and DHS program requirements. If a Claim is deficient, inaccurate, or otherwise ineligible for payment, Verida shall notify Provider of the deficiency and, if permitted under Program rules, may allow Provider an opportunity to correct or resubmit the Claim within prescribed timeframes. Claims that remain deficient after correction, that are disallowed by DHS, or that are otherwise ineligible for payment under Program rules or timeframes, shall not be payable. Provider acknowledges and agrees that all payments are contingent upon DHS approval and reimbursement to Verida, and Verida shall have no obligation to remit payment for any disputed or denied Claim not accepted by DHS.

4. WAIVER AND RELEASE OF CONSUMER

Provider hereby agrees and acknowledges that in no event, including nonpayment by Verida under the terms of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Consumer or persons other than Verida for amounts that are the legal obligation of Verida or of Contracting Agency. This Section shall survive termination of this Agreement and supersedes any agreement to the contrary now existing or hereafter entered between Provider and Consumers or persons acting on their behalf. Provider understands that this waiver does not negate any right to request further appeal under 42 CFR § 422.600.

5. ADJUSTMENTS AND DEDUCTIONS

Provider hereby grants to Verida the right to deduct from any payment due to Provider, any amount Provider owes Verida under the Agreement, including but not limited to, overpayments, and fraudulent billing.

6. CONSUMER NO-SHOWS

A "Consumer No-Show" occurs when a Consumer is not present at the designated pick-up location at the scheduled time and the trip has not been timely cancelled as set forth in the Transportation Manual. Provider

shall wait a minimum of five (5) minutes before declaring a No-Show and shall promptly record the No-Show in TRIP$. In addition, Provider shall notify the ordering HSP of the No-Show within three (3) business hours, as TRIP$ entry alone does not satisfy the notification requirement. Subject to the Claims and payment provisions of this Agreement, Provider shall be entitled to payment at the full trip-leg rate for authorized trips where a Consumer is a verified No-Show, provided that all reporting and notification requirements are met. If a No-Show occurs on the initial leg of a trip, any corresponding return leg shall be automatically cancelled unless specifically reauthorized and re-entered in TRIP$ by the HSP. In the event of three (3) consecutive Consumer No-Shows with proper notification, the Consumer may be deactivated and all future trips cancelled until reinstated by the HSP. All payments for No-Shows are further subject to the conditions set forth in the *Payment Administration* section of this Agreement.

7. CANCELLATIONS

A "Cancellation" occurs when a scheduled trip is cancelled in TRIP$ prior to the applicable local cutoff time established by the Regional Transportation Coordinating Committee ("**RTCC**"). Provider shall maintain the ability to accept cancellations at all times and shall record each Cancellation in TRIP$ no later than the next business day. If a trip is cancelled within twenty-four (24) hours of the scheduled appointment time, the ordering HSP must contact Provider directly before entering the cancellation in TRIP$. Where a trip is not cancelled by the local cutoff time, the initial leg shall be treated as a Consumer No-Show, provided that all reporting and notification requirements are met, and any corresponding return leg shall be automatically cancelled unless reauthorized and re-entered in TRIP$ by the HSP.

8. PROVIDER NO-SHOWS

A "Provider No-Show" occurs when Provider fails to arrive at the scheduled pick-up location within the timeframes and performance standards established under this Agreement and the DHS Transportation Manual, or otherwise fails to perform an authorized trip as scheduled. Provider No-Shows constitute a service failure and are not eligible for payment. In addition, repeated or serious Provider No-Shows may result in corrective action, performance penalties, or termination of this Agreement in accordance with DHS requirements and Verida's contractual remedies. Provider shall promptly record and report all Provider No-Shows in the TRIP$ system and cooperate fully with Verida and DHS in investigating and resolving such incidents.

9. FINAL PAYMENT

Provider shall accept payments by Verida as full and final payment for Transportation Services rendered by Provider. Provider shall not solicit or accept any surety or guarantee of payment from Contracting Agency or Consumers.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date and year indicated on the Signature Page.

VERIDA

EXHIBIT 1 TO SCHEDULE A

PROVIDER RATE AGREEMENT

EFFECTIVE DATE: October 1, 2025

SUBCONTRACTOR NAME: Habersham County, Georgia

FOR SUBCONTRACTOR/COUNTIES: **Region 2**-Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Town, Union, and White County

TYPE	DEFINITION	RATE
TRIP	Any one-way trip that is inclusive of ambulatory, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	$18.00
Hourly	Any trip that originates at a designated location, and entails (1) transporting client(s) to a designated location(s), and (2) arriving back at the original location. If a driver must wait for a client(s) who cannot be dropped off and picked up at a later time, an hourly wait may be approved. Trips will be billed in :15 minute increments. Trips will be charged an hourly rate when: (1) The scheduling requires a vehicle to be specifically assigned to, and remain with, a client(s), or (2) The trip entails transporting a client outside the county where the trip originates, and the trip is not a "one-way trip". When the trip entails transporting three or more clients traveling from the same address going to the same address, even if the trip does not involve traveling to another county, the group trip hourly rate will apply.	$35.00
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	N/A
EMERGENCY Hourly	A rate to assist with evacuation and transportation efforts in a governor-declared state of emergency or pandemic. (Rates will be negotiated based on cost to provide the service.)	$40.00
WHEELCHAIR TRIP	Any on-way trip that is ordered by a HSP for a consumer whose physical limitation requires the use of a wheelchair as a mobility aide and requires securement by the driver. The consumer may have a temporary or permanent disability.	$15.00

No Shows will be billed at the trip type ordered.

Subcontractor Approval: _____ Date: _____

Print Name and Title: _____

Company Name: _____

Authorizing Agent for VERIDA:

State Director Date

Authorizing Agent for VERIDA:

Operations Date

Authorizing Agent for VERIDA:

Finance Date

SCHEDULE B: BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

This Business Associate Subcontractor Agreement (the "BAA") is entered into between **VERIDA, INC.** ("Verida") and **PROVIDER** ("Subcontractor") and in Verida's and Subcontractor's capacity as a HIPAA Business Associate (as defined below) in connection with services to be provided by Verida on behalf of certain Covered Entities (the "Covered Entity" or "Covered Entities"). This BAA shall be effective (the "Effective Date") upon the date the Agreement is signed by both Parties.

1. **Definitions.**
   (a) The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Breach Notification, Data Aggregation, Designated Record Set, De-Identified Information, Disclosure (Disclose), Electronic Protected Health Information, Electronic Transactions Rule, Enforcement Rule, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Sale, Secretary, Security Incident, Security Rule, Transaction, Unsecured Protected Health Information, and Use.
   (b) "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. § 160.103, and such term includes both Subcontractor and Verida with respect to this BAA.
   (c) "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. § 160.103.
   (d) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
   (e) "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act.
   (f) "Subcontractor" shall generally have the same meaning as the term "Subcontractor" at 45 C.F.R. § 160.103.

2. **Obligations and Activities of Subcontractor.** Subcontractor agrees to:
   (a) Not Use or Disclose Protected Health Information other than as permitted or required by the BAA or as Required by Law;
   (b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164BAA; implement written policies and procedures, conduct employee HIPAA training, and maintain an incident response plan with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the BAA.
   (c) Report to Verida and, in coordination with Verida, to the Covered Entity any Use or Disclosure of the Covered Entity's Protected Health Information not provided for by the BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and report to relevant party(ies), e.g., Verida and/or Covered Entity any Security Incident of which it becomes aware;
   (d) Ensure that any other subcontractor that Subcontractor retains to create, receive, maintain, or transmit Protected Health Information on behalf of Subcontractor agree to the same restrictions, conditions, and requirements that apply to Subcontractor with respect to such Protected Health Information, In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable;
   (e) Make available Protected Health Information in a Designated Record Set to relevant party(ies), e.g., Verida, Covered Entity and/or individuals designated by Verida or the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including furnishing upon Covered Entity's request or direction an electronic copy of Protected Health Information that is maintained in a Designated Record Set;
   (f) Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526 (or by Verida on the Covered Entity's behalf), or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
   (g) Maintain and make available the information required to provide an accounting of Disclosures to Verida, Covered Entity and/or individuals designated by Verida or the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
   (h) To the extent Subcontractor is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164 ("Privacy of Individually Identifiable Health Information"), comply with the requirements of such Subpart E that apply to the Covered Entity in the performance of such obligation(s);

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules;
(j) Not participate in any Sale of Protected Health Information;
(k) Not Use or Disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules;
(l) Comply with the Electronic Transaction Rule and any applicable corresponding requirements adopted by HHS with respect to any Electronic Transactions conducted by Subcontractor on behalf of the Covered Entity in connection with the services provided under this BAA.

3. **Representations of Subcontractor.** Subcontractor agrees that it is directly liable under the HIPAA Rules and the HITECH Act and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by this BAA or Required by Law. Subcontractor also acknowledges that it is liable and subject to civil penalties for failing to safeguard Electronic Protected Health Information in accordance with the HIPAA Security Rule.

4. **Permitted Uses and Disclosures by Subcontractor.** Subcontractor shall not Use or Disclose Protected Health Information relating to Covered Entity, except as expressly permitted under and consistent with this Section 4.
(a) Subcontractor may Use or Disclose Protected Health Information as Required by Law.
(b) Subcontractor agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures, a copy of which has been furnished to Subcontractor.
(c) Subcontractor may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

5. **Provisions for Verida to Inform Subcontractor of Privacy Practices and Restrictions.**
(a) Verida shall notify Subcontractor of any limitation(s) in the Notice of Privacy Practices of the Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Subcontractor's Use or Disclosure of Protected Health Information.
(b) Verida shall notify Subcontractor of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information of which it becomes aware, to the extent that such changes may affect Subcontractor's Use or Disclosure of Protected Health Information.
(c) Verida shall notify Subcontractor of any restriction on the Use or Disclosure of Protected Health Information of which it becomes aware that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Subcontractor's Use or Disclosure of Protected Health Information.

6. **Notification of Breach.** If Subcontractor discovers a Breach of Protected Health Information, Subcontractor shall, following the discovery of the Breach of Unsecured Protected Health Information, notify Verida and, in coordination with Verida, the Covered Entity of such Breach in accordance with this Section 6.
(a) A Breach is treated as discovered by Subcontractor on the first day on which such breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to Subcontractor. Subcontractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Subcontractor.
(b) Subcontractor shall provide the notification required under this Section 6 without unreasonable delay and in no case later than three (3) calendar days after discovery of the Breach.
(c) The notification shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Subcontractor to have been, accessed, acquired, used, or disclosed during the Breach.
(d) Subcontractor shall provide to Verida (and, if so requested) to the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the notification by Subcontractor, and any information that is not then available promptly after such information becomes available. Information to be provided includes, to the extent possible:
(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and

(iii) A brief description of what Subcontractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches.

7. Term and Termination.

(a) The term of this BAA shall be effective as of the Effective Date and shall terminate upon the termination of the underlying Agreement for services between Verida and Subcontractor or on the date Verida terminates for cause as authorized in clause (b) of this Section, whichever is sooner.

(b) Subcontractor authorizes termination of this BAA by Verida if Verida reasonably determines in good faith that Subcontractor has violated a material term of the BAA.

(c) Except as provided in clause (d) of this Section 7, upon termination of this BAA for any reason, Subcontractor shall return to Verida or, if so directed, to Covered Entity (or, if directed by Verida in coordination with the Covered Entity, destroy) all Protected Health Information created, maintained, or received by Subcontractor on behalf of the Covered Entity that the Subcontractor still maintains in any form. Subcontractor shall retain no copies. If return or destruction is not feasible, Subcontractor must extend protections indefinitely and document the reasons why destruction is not feasible of the Protected Health Information.

(d) If so directed by Verida, Subcontractor will transmit any Protected Health Information created, maintained, or received by Subcontractor on behalf of Covered Entity to Verida, to another Business Associate of the Covered Entity, or to the Covered Entity at termination.

(e) Subcontractor shall be responsible for compliance with the obligations regarding the Covered Entity's Protected Health Information described in this Section 7 with respect to any applicable Protected Health Information that is created, received, or maintained by any other Subcontractors retained by Subcontractor.

(f) The obligations of Subcontractor under this Section shall survive the termination of this BAA.

8. Indemnification. Subject to the limitations stated in the underlying Agreement, each party agrees to indemnify, defend and hold harmless each other party and each other party's respective officers, directors, employees and other agents, against any liability, loss, cost expense (including reasonable attorneys' fees and expenses), claim, damage suit, action or proceeding that may result from any third party claim if and to the extent proximately caused by any breach of this BAA by the other, as determined by a court of competent jurisdiction, including regulatory investigations, settlements, and administrative penalties, and provided that the party seeking indemnification furnishes to the other prompt written notice and requisite authority, information and assistance to defend.

9. Miscellaneous.

(a) **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

(b) **Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any amendment to this BAA must be in writing and signed by both parties.

(c) **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

(d) **Governing Law.** This BAA shall be governed by the laws of the State of Georgia, except to the extent preempted by federal law.

(e) **Counterparts.** This BAA may be executed in any number of counterparts, and may be signed via facsimile or e-mail (scan), and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement.

(f) **Severability.** The provisions of this BAA shall be severable, and the invalidity of any provision shall not affect the validity of other provisions.

(g) **Entire Agreement.** This BAA contains the entire agreement between the parties. This BAA supersedes all prior agreements, understandings or writings, whether oral or written with regard to this subject matter.

(h) **Notice.** Any notice required under this BAA shall be in writing and shall be given by (i) delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the party specified in this BAA or such other

address as either party may specify in writing (provided that any electronic notices containing PHI or sensitive data must be encrypted).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date and year indicated on the Signature Page.