

## CONTRACT FOR SURVEY SERVICES

SERVICES CONTRACT made this 6<sup>th</sup> day of December, 20 10, between **SOUTHEASTTRANS, INC.**, a Georgia corporation with its principal address at 4751 Best Road, Suite 140, Atlanta, Georgia 30337 ("**Client**") and **FORWARD STRATEGIES GROUP, INC.**, a Georgia corporation with its principal address at 5338 Davenport Manor, Cumming, Georgia 30041 ("**Contractor**").

Client is currently engaged in the brokering nonemergency transportation services and desires to engage the services of the Contractor to conduct customer service satisfaction surveys on the terms and conditions provided in this Contract; and

Contractor is engaged in the business of monitoring and evaluating customer service satisfaction, and desires to render professional services for Client as provided herein.

THEREFORE, Client engages the services of Contractor and in consideration of the mutual promises contained in this Contract, the parties agree as follows:

**1. Term.** This Contract shall be for a period of one (1) year, commencing on December 7<sup>th</sup>, 20 10, and may be terminated by either party by giving thirty (30) days' prior written notice to the other party at the address stated above. This Contract will automatically renew for additional one (1) year terms unless either party delivers notice of non-renewal fifteen (15) days prior to expiration. Following termination, Client shall have no further duty to pay Contractor except for services actually rendered prior to the effective date of termination. Client may terminate this Contract effective immediately upon Contractor's breach of Section 5 or the Business Associate Agreement as defined in Section 5.

**2. Services.** Contractor shall perform account management services for agent accounts and transporter accounts, conduct telephone customer satisfaction surveys of individuals whose transportation was brokered by Client, provide meaningful reports interpreting survey findings and inform Client of any upset customers or major issues, at the fees and volumes as provided in Exhibit A, which is attached hereto and incorporated herein.

- A. Contractor shall inform Client of upset customers or major issues by telephone to Bob Newman (or Benjie Alexander in his absence) and in a manner to bring the matter to Client's attention as soon as reasonably practicable within 24 hours of learning of such issue.
- B. Customer satisfaction surveys shall follow a script with questions approved by Client and any required third party(ies), such as a state agency responsible for paying for the transportation which is the subject of the survey, if applicable.
- C. Customer satisfaction surveys will be performed within five (5) days of the customer's encounter with the agent and/or transporter in order to ensure accurate responses.

D. Contractor's services shall be rendered in a professional, friendly and respectful manner so as to provide the highest level of service to customers surveyed.

**3. Fees.** For services to be rendered under this Contract, Contractor shall be entitled to the fees as set forth in Exhibit A for services rendered and completed surveys. Contractor shall invoice Client on a monthly basis. Contractor shall not be entitled to reimbursement for expenses incurred in performance of services unless provided otherwise in Exhibit A.

**4. Client Responsibilities.** Client shall provide Contractor with a list of individuals who received "agent account" (Southeastern call center) or "transporter account" (transportation) services on the next business day following the applicable service. The list will include the following information: name, telephone number, trip creation data for agent account, trip date for transporter account, provider name, trip confirmation number, state and region (collectively, referred to as "Customer Data"). The list may be modified upon mutual agreement by Client and Contractor. Client will provide such customer data on a daily basis on regular business days (Monday – Friday, excepting holidays and technical failures or circumstances outside of its control).

## **5. Confidentiality.**

- A. The Customer Data provided to Contractor by Client in order to perform the customer satisfaction surveys, as well as the information learned from individuals surveyed shall be maintained confidentially by Contractor, its employees and agents and in accordance with the Business Associate Agreement dated effective as of August 12, 2010 between Client and Contractor ("Business Associate Agreement"). Contractor shall not use, disclose or sell any customer data or information except as required to perform the duties required herein or as provided by the Business Associate Agreement.
- B. The Customer Data and information learned from individuals surveyed may include health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards"), the HHS Security Standards at 45 C.F.R. Parts 160, 162 and 164 (the "Security Standards"), and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), requiring certain individuals and entities subject to the Privacy Standards to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI") and electronic protected health information ("EPHI"). Contractor agrees to comply and shall cause its employees and agents to comply with the above laws and regulations. Contractor shall not disclose PHI to any third party, persons or entities except with Client's written consent and as permitted or required by applicable federal or state law. Contractor shall immediately

report to Client any use or disclosure of PHI or EPHI not permitted by this Contract, the Business Associate Agreement or the above laws and regulations.

- C. Only Contractor's employees with a need-to-know shall have access to Client's Customer Data and reports of survey responses, and such employees must agree to keep such information confidential.
- D. After completion of customer surveys for a given month, Contractor and its employees shall return and/or destroy such customer data for the month and all copies thereof. Furthermore, Contractor and its employees shall maintain in confidence the responses and results of the customer surveys.
- E. Contractor shall not directly or indirectly release, disclose, use, or make available any Customer Data or responses and results of surveys to third parties without the express prior written consent of Client or as otherwise required by law or court order.
- F. To the extent that the Customer Data, other information or documents which are to be considered confidential are not considered trade secrets or subject to the HIPAA requirements set forth above, the nondisclosure provisions without respect thereto shall be limited to a time period of five (5) years after the expiration or termination this Contract.
- G. Contractor agrees that any violation of this section will cause immediate and irreparable harm by Client, and Client has the right to seek an injunction and/or specific performance.
- H. This section 5 shall survive termination of this Contract.

**6. Independent Contractor.** Contractor shall be an independent contractor and not an employee of Client under this Contract. Nothing herein shall be deemed or construed to create the relationship of employer and employee, principal and agent, partners or joint ventures as between Client and Contractor. The manner and method of implementing and completing the performance of services hereunder will be left to Contractor's control and professional judgment, provided survey calls should be made at a reasonable hour out of courtesy to customers. None of the benefits provided by Client to its employees, including, but not limited to, workers' compensation insurance and unemployment insurance, are available from Client to Contractor.

**7. Taxes.** Contractor assumes full responsibility for the payment of all local, state and federal assessments, payroll taxes or contributions as to all employees engaged by Contractor in the performance of services under this Contract or otherwise. Contractor's responsibility shall include payment of taxes or contributions imposed or required under applicable unemployment insurance, social security, income tax or workers' compensation laws.

**14. Legal Construction.** The terms of this Contract are to be read and interpreted, if possible, so as to eliminate conflict between its provisions, if any. In the event that a court finds any portion of this agreement to be illegal, invalid or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**15. Marketing.** Contractor shall not use Client's name or logo for Contractor's marketing purposes without the express permission of Client, which may be revoked upon delivery of notice to Contractor.


Executed on the day and year first written above by authorized officers or representatives of Client and Contractor.


**Client:**

**Contractor:**

**Southeastrans, Inc.**

**Forward Strategies Group, Inc.**

By: 

By: 

Title: Chief Administrative Officer

Title: President

Date: December 6, 2010

Date: November 30, 2010

## **Exhibit A**

### **Services and Fees**

#### **1. Account Management**

- Pricing at **\$250 per month**
- Covers Account Management for GA and if applicable, TN (additional states may be added upon mutual agreement by the parties)
- Includes management of data for those customers surveyed who interact with representatives of the Client in scheduling trips (agent surveys) and who interact with transportation providers—either the Client or third parties (transporter surveys).

#### **2. Agent Surveys consisting of seven (7) questions**

- Pricing at **\$2.70** per complete survey\*
- Client to designate number of surveys per month to be completed in GA and/or TN
- No charge for incomplete or partial surveys

#### **3. Transporter Surveys consisting of fifteen (15) questions**

- Pricing at **\$3.95** per complete survey\*
- Client to designate number of surveys per month to be completed in GA and/or TN
- No charge for incomplete or partial surveys

#### **4. Monthly dashboard of Agent Surveys**

- 1 per month at **\$100**

#### **5. Notification of upset customers or major issues within 24 hours of survey (No charge)**

#### **6. Survey Data Report (No charge)**

#### **7. Telecom Expense at \$100**

\* Pricing for agent and transporter surveys is based on a **total of 600 completed surveys per month**. The 600 surveys may be split between states and/or agent and transporter surveys as designated by Client at the beginning of each month.