

Certificate No. A-6227013
Docket No. A-2024-3047935

Contract Carrier PA PUC No. 1

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JUN 11 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ELEVATED HEALTHCARE HOSPITALITY LLC

Schedule of Minimum Rates and Charges

To transport, by motor vehicle, in Contract Carrier service, persons for Geisinger Medical Center, Geisinger Community Medical Center, Geisinger Lewiston Hospital, and Geisinger Wyoming Valley Medical Center, from points in the Counties of Lackawanna and Luzerne, to points in Pennsylvania, and return.

Issued: June 10, 2024

Effective: June 11, 2024

Issued Under authority of 52 PA Code Section 23.42

By: Elevated Healthcare Hospitality LLC
6720 W 121st St Suite 200
Overland Park, KS 66209
913-361-0171

PARKING AND SHUTTLE SERVICE MANAGEMENT AGREEMENT

THIS PARKING AND SHUTTLE SERVICE MANAGEMENT AGREEMENT ("Agreement") is by and between **Elevated Healthcare Hospitality, LLC** ("Operator") and **Geisinger Medical Center, Geisinger Community Medical Center, Geisinger Lewistown Hospital and Geisinger Wyoming Valley Medical Center** (collectively referred to as "Owner"). As used herein, Operator and Owner may be referred to individually as "Party" or collectively as "Parties." In consideration of the promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree and covenant as follows:

1. **Engagement:** Operator is in the business of providing professional parking, shuttle, hospitality, and managed labor services, and the Owner desires to engage Operator to provide such professional services including valet parking services, shuttle services, and parking management services (respectively the "Services") at the Owner facilities identified in this Agreement ("Facilities"). The Services and the Facilities are described in greater detail in the Exhibits and Schedules attached hereto and incorporated by reference herein. Operator shall provide the Services during the Term of this Agreement as defined below in accordance with the policies, standards and procedures established by and in accordance with the terms and conditions hereinafter set forth for the above referenced sites.

2. **Term and Termination:**

a. **Term.** The term of this Agreement shall commence on April 8, 2024 and shall continue for three (3) years ("Initial Term") unless earlier terminated as allowed herein. This Agreement shall renew annually at the end of the current Term unless earlier terminated as allowed herein. The Term shall include the original Term and each and any extension thereto.

Termination. This Agreement may be terminated at any time without cause by either party with one hundred eighty (180) days prior written notice to the other party. In the event that either Party breaches this Agreement, the non-breaching Party may notify the breaching Party of such breach and demand that the breach be cured within (i) fifteen (15) days if such breach is a breach of an obligation to pay money; or (ii) thirty (30) days for any other breach; provided, however, that if the non-monetary breach is such that it cannot be reasonably cured within thirty days, the breaching Party shall have a reasonable time to cure such breach so long as such Party commences to cure such breach within such thirty days and thereafter diligently pursues such cure to completion. In the event the breach is not cured within the applicable time period, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party. If agreement terminates for any reason prior to expiration of Term, Owner shall reimburse Operator for the costs incurred to cancel any vehicle lease agreements in effect.

3. **Operator Obligations:**

a. **Standards.** Operator shall provide the Services in a first-class professional manner in accordance with customary industry standards for patients, customers and visitors of the Owner (collectively "Users"). Operator acknowledges that this level of service is an essential element in the successful operation of the Owner. In furtherance of the foregoing, Operator shall manage, direct, supervise, promote and operate the Services and shall perform all necessary and customary duties in connection therewith in conformity with good commercial practices that are customary within the industry. Operator shall provide courteous, efficient and prompt service to the Owner's Users. Without limiting the foregoing, Operator agrees to observe and comply with, and cause its employees to observe and comply with, all reasonable written rules and regulations adopted from time to time by the Owner with respect to the Services, provided such rules and regulations are lawful and are communicated in advance to Operator.

b. Operator shall maintain a fidelity bond, to cover any losses sustained by Owner caused by fraudulent acts committed by Operator's personnel, in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). Operator shall provide Owner with evidence of said fidelity bond within thirty (30) days of signing this Agreement.

c. In the event Operator identifies any damage and/or unsafe conditions at Owner, Operator will immediately report to Owner the details regarding such damage and/or unsafe conditions.

d. **Personnel and Staffing.**

i. **Generally:** Employees of Operator shall provide the Services. Operator shall recruit, employ, train and properly supervise all employees necessary for the smooth and efficient operation of the Services pursuant to this Agreement and in a manner that is customary within the industry. All personnel employed by Operator at the

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hold Owner harmless, including without limitation reimbursement of any and all attorneys' fees and costs incurred by Owner, for Operator's failure to fully comply with this provision.

- h. Subcontractors. As applicable and allowed pursuant to the terms of this Agreement, Operator shall ensure that any subcontractor, with whom it subcontracts for the Services hereunder agrees to the same restrictions and conditions that apply to Operator. Operator agrees to indemnify and hold harmless Owner from and against any and all liability arising out of the failure of Operator's subcontractors to comply with this Agreement.

4. Owner Obligations:

- a. Owner shall provide the following at each Facility, at no additional cost and expense to Operator: (i) an adequate loading area and parking area to provide the service; (ii) maintenance of the valet lot and associated work area; (iii) permanent signage; (iv) administrative office space adequate in size to accommodate Operator's Account Manager, one personal computer, and the short term storage of daily revenue reports, tickets and other related business records; (v) a house telephone without voice message capability for use by Operator's Account Manager; (vi) Internet access via the Geisinger Guest Network for Operator's personal computer.
- b. Programs and Name: Owner shall cooperate with Operator in order to facilitate the scheduling of the Services. Operator shall not use the name, trademark or trade style belonging to the Owner or its affiliates for any purpose whatsoever, except as necessary to perform the Services under this Agreement, unless provided by written agreement between the Parties or otherwise authorized by the Owner. However, references to the Owner in supplying qualifications to third parties are permitted.
- c. Condition of the Facilities: The Owner represents and warrants to Operator that as of the date of this Agreement and throughout the Term that it shall be exclusively responsible for keeping the parking areas wherein the Services are being provided in a clean, safe and secure manner, that it will be responsible for the repair, replacement and maintenance of such property, and that such property is and will remain in compliance with all applicable federal, state and local laws, codes, rules and regulations in effect from time to time, including but not limited to the Americans With Disabilities Act and any and all building, health and environmental laws, codes rules and regulations.

5. Security: When providing valet services, Operator will take reasonable action in accordance with industry standards to secure vehicle keys, ensure vehicles are locked, and all windows and sunroofs are closed. Otherwise, Owner expressly acknowledges that Operator's obligations in connection with the management, operation and promotion of the Services and employment of persons in connection therewith, do not include the rendition of advice, supervision or furnishing of personnel in connection with the personal safety and security of Users, and property within or about the areas wherein the Services are provided. Operator does not have the knowledge or expertise as a guard or security service and does not employ personnel for that purpose. Further, Operator does not have employees undertake the obligations to guard or protect Users, or their property (vehicles or other personal property), against the intentional, criminal, or negligent acts of third parties. Accordingly, Operator shall not be responsible for processing or paying claims of any kind arising out of or related to said third party acts. Owner shall determine at Owner's discretion whether, or to what extent, any cautionary warnings, security devices, or security services may be required to protect Users or others in or about the areas wherein the Services are provided. Nothing in this Section shall be construed to obligate either Party or its insurance carrier to pay a claim for which that Party or that Party's insurance carrier is not liable. In addition, nothing in this Section shall be construed to authorize a Party or its insurance carrier to settle a claim on behalf of the other Party.

6. Risk Management:

- a. Operator's Insurance.
 - i. Operator shall purchase and maintain insurance in accordance with the provisions set forth in this Agreement. Subject to the terms and conditions of Operator's insurance policies, such insurance shall be in such form and substance to reasonably and customarily protect Operator and Owner from the types of claims which may arise out of or result from Operator providing the Services. This insurance shall be written for not less than the limits of liability specified or as required by law, whichever is the greater. Operator shall secure coverage with insurance carriers rated A- or better by A.M. Best or through a qualified self insurance program. Except for workers' compensation insurance, the Owner, and such other persons or entities as Operator and Owner specify in this Agreement or in a future writing hereto, shall be named as additional insured(s), or loss payee(s), as their interest

or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which either party may be entitled. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.

- d. **Vehicle Related Claims.** Operator shall be the primary contact for vehicle related claims and complaints relating to the Services for which Operator is liable. The Owner shall cause all such vehicle related claims and complaints received by the Owner to be referred immediately to Operator for consideration. All such vehicle related claims for damages that are within the deductible limits of Operator's insurance coverage and for which it is liable, will be processed by Operator. All such vehicle related claims for damages that are in excess of Operator's insurance deductible limits and for which it is liable, will be turned over to Operator's insurance carrier for consideration. All vehicle related claims paid by Operator, including, but not limited to deductible amounts, shall be treated as Operating Expenses. Nothing in this Section shall be construed to obligate either Party or its insurance carrier to pay a claim for which that Party or that Party's insurance carrier is not liable. In addition, nothing in this Section shall be construed to authorize a Party or its insurance carrier to settle a claim on behalf of the other Party. Nothing in this Section shall be construed to broaden Operator's obligations as otherwise set forth in this Agreement.
 - e. **Owner Settlement.** Operator understands from time to time the Owner may settle a guest's claim in consideration of customer relations that has not resulted from negligence or misconduct of Operator or Operator's employees. The Owner is solely responsible for the costs associated with the settlement of such customer relations claims for which Operator is not liable. Accordingly, the Owner will process and pay such claims separately.
7. **Confidentiality:** The parties agree to hold in confidence all materials, documents and information disclosed to it by any party pursuant to this Agreement, including, without limitation, information relating to its sales, customers, students, business, finances, products, practices and techniques ("Confidential Information"). Except as expressly provided herein, neither the recipient nor its agents, attorneys, consultants and affiliates (collectively "Representatives") will (1) use the disclosing party's Confidential Information other than for the purpose for which it was disclosed pursuant to this Agreement; or (2) disclose the disclosing party's Confidential Information to any party that is not a party to this Agreement, except (a) to its Representatives provided such Representatives: (i) have a business need to know such information; (ii) are bound to the same level of confidentiality set forth in this Agreement; and (iii) are located in the United States; and (b) to the extent required by law; provided that the disclosing party is notified of any such requirement with sufficient time (if possible) to seek a protective order or other modifications to the requirement. The recipient agrees to (i) implement appropriate administrative, physical and technical safeguards and internal controls to protect the confidentiality of the disclosing party's Confidential Information; (ii) allow the disclosing party the right to review such safeguards and internal controls; and (iii) provide immediate notice to the disclosing party of any unauthorized uses and disclosures of the disclosing party's Confidential Information. In the event the recipient accesses and/or receives the disclosing party's Confidential Information electronically, the recipient agrees to successfully remediate or, upon the disclosing party's prior written approval, provide compensating controls for those security or technical risks that are either identified in an available third-party SOC, ISO 27001 or CORL risk assessment, or are otherwise identified by the disclosing party (individually a "Security Risk" and collectively "Security Risks") at no additional cost or expense to the disclosing party. The aforementioned remediation and controls shall occur within thirty (30) days from the date the recipient is made aware of a Security Risk. The parties hereto may agree in writing to an alternate timeframe if the nature of the Security Risk warrants an alternate timeframe. In the event the recipient is unable to successfully remediate or, upon the disclosing party's written approval, make available compensating controls to the Security Risks, the disclosing party may terminate this engagement by written notice to the recipient, without penalty, financial or otherwise. Termination shall be effective as of the date set forth in the notice of termination. All Confidential Information shall be delivered to the disclosing party promptly after the termination of this Agreement upon the disclosing party's request provided; however, the parties may retain copies as necessary for purposes of meeting applicable professional standards and/or legal requirements. The obligations of this section shall not apply to: (i) information which is or becomes public, except through breach of this Agreement; (ii) information which is known, developed or becomes known independently from this Agreement; and (iii) information which is received from a third party which was not prohibited from disclosing such information. This section shall survive termination of this Agreement.
8. **Miscellaneous:**
- a. **Survival.** Any provision of this Agreement, which by its context or nature is intended to survive the Term or any other termination of this Agreement with or without fault prior to the expiration of the Term shall survive the expiration of the Term or any such other termination. Without limiting the generality of the foregoing, the provisions of this Agreement that the Parties hereto expressly agree and covenant to survive the expiration of the Term or the termination

- property. Operator certifies that the cumulative amount paid to Operator by Owner and its affiliates pursuant to this document and any other instrument entered into between Operator and Owner or a Owner affiliate does not exceed 40% of Operator's gross annual revenue and will provide reasonable documentation evidencing the same to Owner upon request. Operator will promptly notify Owner if the foregoing certification becomes erroneous because of changed circumstances.
- g. Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach.
- h. Severability. In the event any provision of this Agreement is rendered invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within ninety (90) days' following a written request by one of the parties, then any party may terminate this Agreement upon thirty (30) days' written notice, without further obligation or penalty, financial or otherwise, to the other parties.
- i. Entire Agreement, Exhibits, Schedules, and Amendments. This Agreement and any exhibits, schedules or other attachments hereto (which are incorporated by reference herein and are part of this Agreement) contain the entire agreement of the Parties and supersede any and all other agreements, discussions or understandings concerning the subject matter. This Agreement may only be modified by a written instrument signed by all of the Parties. Unless the context clearly requires otherwise: (i) all article and section references in any exhibit, schedule or other attachment hereto refer to the foregoing corresponding articles and sections of this Agreement, and (ii) all capitalized terms in any exhibit, schedule or other attachment hereto shall have the meanings ascribed to them in this Agreement. The Recitals are hereby included herein as substantive provisions of this Agreement.
- j. Compensation/Payment Terms/Donation.
- Fee. Owner will pay Operator for the Services rendered hereunder in accordance with the rates set forth in Schedule 1. Operator will hold the pricing for the term of the Agreement.
 - Invoices. Owner will submit a purchase order to Operator for Services set forth herein. Operator will invoice Owner within five (5) calendar days of the last day of the month in which Services were provided. All invoices will include the location(s) and purchase order number. Invoices will be mailed to Owner at the address set forth in Section 8.b. of this Agreement or email to Stacy Fisher (srfisher2@geisinger.edu) and Susan Olszewskie (solszewskie@geisinger.edu).
 - Payment. Payment will be: (i) made payable to Elevated Healthcare Hospitality, LLC; (ii) paid within forty-five (45) days of receipt of an undisputed invoice; and (iii) remitted to Operator's address set forth in Section 8.b of this Agreement.
- k. Certification Regarding Debarment. The parties certify, to the best of their knowledge and belief, after due inquiry using industry standards, that the parties and/or any of their principals: (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; and (ii) have not been convicted of a criminal offense related to the provision of health care items or services. Industry standards shall include, but not be limited to, performing monthly exclusion checks on federal and state exclusion databases for its employees, agents and contractors performing its duties under this Agreement. Upon request, each party shall provide the other party documentation evidencing such completed exclusion checks and compliance with this Section. During the term of this Agreement, the parties shall provide immediate written notice to the other parties if any party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In the event any party's certification is or becomes erroneous, the other party may terminate this Agreement immediately upon notice.
- l. Compliance. During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, federal governmental authority/agency, or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but are not limited to, state and federal privacy and information security laws related to the use and disclosure of health and

**EXHIBIT A
SERVICES**

THIS EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN AND IS AN IMPORTANT PART OF THE AGREEMENT. ANY CONFLICTS OR INCONSISTENCIES BETWEEN THE AGREEMENT AND THIS EXHIBIT A SHALL BE CONSTRUED IN FAVOR OF THE AGREEMENT.

- A. Description of the Service Area(s):** The Owner shall provide at the Owner for Operator's use, an area, adequate in size and configuration, at the front of each of the Facilities or elsewhere therein at a reasonably proximate location, from which to operate the Services. Operator shall provide the Services at the Facility entrances detailed in this Exhibit or as otherwise mutually agreed to by the Parties.
- B. Parking Areas and Spaces:** Each Facility for which Operator is providing valet services shall make available an adequate number of parking spaces for Operator's use for the operation of the valet parking services. Each Facility for which Operator is providing parking garage services shall make available an adequate parking garage facility.
- C. Description of the Services:** The "Services" to be provided by Operator are as follows.
- i. **Valet Services:** Operator agrees to provide prompt valet parking services to patrons at the Facility entrances detailed in Schedule 1 or as otherwise mutually agreed to by the Parties. All Operator employees are responsible for providing professional hospitality in an attentive, friendly and efficient manner to all Users. Valet Services include the following:
 - a. **Hospitality Service Coordinator:** Operator will assign an on-site Service Coordinator. The Hospitality Service Coordinator will act as a shift supervisor, communicate the daily action plan, daily activities and Facility events to all employees working the shift; create a favorable first and last impression for patients and visitors; and address patient and visitor concerns.
 - b. **Hospitality Service Associate:** Responsible for parking and retrieving valet vehicles in a prompt yet safe manner to and from the parking areas and securing vehicle keys at all times. Pleasantly greet all arriving and departing patients and visitors, assist patients and visitors with packages, wheelchairs and other assistive devices, provide directions to Owner services.
 - c. **Cashier:** Cashier will, as needed, collect and reconcile Parking Revenue.
 - d. Operator will provide all equipment and software necessary to provide electronic valet parking at Operator's expense, including all data fees and credit card processing fees.
 - ii. **Shuttle Services:** Operator agrees to provide dedicated shuttle drivers to perform shuttle services in accordance with the operating procedures attached hereto and incorporated herein as Exhibit B to the Agreement ("Shuttle Services").
 - iii. **Garage Management Services.** Operator agrees to provide parking garage management services to patrons at the Facility parking garages detailed in Schedule 1 or as otherwise mutually agreed to by the Parties. Garage Services including the following:
 - a. **Lot Monitor.** Lot Monitor will, as needed: (i) collect and reconcile revenue and parking reports, (ii) monitor parking lots, and (iii) uphold sites management teams parking policy and procedures.
 - iv. **Hospitality Manager:** Operator will designate a Hospitality Manager as a point of contact for each locations/hospital(s) for Owner management in order to coordinate and schedule the Services.
 - v. **General Manager:** Operator will designate a General Manager as a point of contact for Owner management in order to coordinate and schedule the Services.
 - vi. **Claims Processing & Resolution:** In accordance with Section 6, Operator shall process, resolve and settle all vehicle-related claims within Operator's deductible for which it is liable. All claims in excess of the deductible and for which it is liable shall be processed by Operator's insurance carrier.
 - vii. **Security Services:** Operator's scope of service does not include security services. At no time or under any circumstances shall Operator provide security services on behalf of the Owner.
 - viii. **Scope of Services:** At any time during the Term of this Agreement, the Parties may, by mutual written agreement, amend the scope of the Services. If such modification causes an increase or decrease in labor or operating expenses, then the Parties will negotiate an equitable adjustment to the financial provisions of this Agreement.

- i. Additional Staffing: In the event additional staffing is necessary for a “special event”, Owner will be invoiced in arrears for such staffing at rate of \$32.00 per Hospitality Service Associate (valet) hour and \$49.00 per Shuttle Driver hour. Operator shall submit to the Owner an invoice As outlined in the Agreement. Any objections by the Owner to the invoice shall be submitted to Operator within ten (10) days following receipt. This is not applicable if additional staffing was needed at a regular site during regular operations due to a site specific challenge/upcoming construction hardships.
- ii. Late Payments: Any payment(s) received more than fifteen (15) days after the due date will be considered past due; and the Owner shall pay Operator interest at the rate of one-and-a-half percent (1.5%) per month on the unpaid balance from the original due date until paid in full.

I. Certificates of Insurance:

Any certificates of insurance for insurance required to be carried hereunder by Operator for each Facility shall name the Operator as certificate holder, and shall name the Owner of such Facility as an additional insured. Any certificates of insurance for insurance required to be carried hereunder by Owner for each Facility shall name the Owner of such Facility as certificate holder, and shall name the Operator as an additional insured.

