



MEMORANDUM OF UNDERSTANDING

Between

Paralign Health, Inc.

AND

City of Ocala, by and through Ocala Fire Rescue

Effective Date: 4/1/2026

1. Purpose

This non-binding Memorandum of Understanding (“MOU”) sets forth the present intent of Paralign Health, Inc. and the City of Ocala, by and through Ocala Fire Rescue (“City” or “Ocala Fire Rescue”), to collaborate in expanding and sustaining Mobile Integrated Health – Community Paramedicine (“MIH-CP”) services within Ocala, Florida, and to negotiate the terms of a definitive agreement. This MOU is intended primarily to align stakeholders on structure, sequencing, and roles prior to entering into any binding agreements.

Paralign Health serves as the contracting and administrative intermediary between EMS agencies / fire departments and health plans. We contract directly with health plans to fund MIH-CP services and engage local Fire / EMS in Ocala, Florida. The parties intend to work together so that Ocala Fire Rescue can deliver MIH-CP services under Paralign’s health plan contracts, leveraging proven program models and established reimbursement pathways.

2. Scope of Collaboration

The parties intend to explore and, if mutually agreed in a future Definitive Agreement, undertake the following activities in Ocala, Florida. Any specific commitments, performance requirements, or financial terms will be set forth in such Definitive Agreement.

2.1 – Admission to Paralign Health’s Clinically Integrated Network (CIN)

Ocala Fire Rescue shall first enter into a definitive contract agreement with Paralign Health (the “Provider Participation Agreement”). Execution of the Provider Participation Agreement formally admits Ocala Fire Rescue into Paralign’s clinically integrated network, which is an organized network of EMS agencies and fire departments established to enable coordinated contracting with health plans through a single network entity, while preserving each agency’s independent operations. Admission to the network establishes the baseline requirements for participation,

including data sharing, reporting, and other obligations applicable to participating agencies.

2.2 – Program Model Deployment

Paralign Health will provide Ocala Fire Rescue with program requirements, workflows, documentation templates, reporting structures, and technology recommendations to meet the terms of the health plan contracts.

2.3 – Health Plan Contracting

Following admission to the Clinically Integrated Network (CIN), Paralign Health, on behalf of the network, may enter into one or more agreements with health plans. Any commercial, operational, or performance-based terms agreed to between the health plan and Paralign Health shall apply to participating EMS agencies, including Ocala Fire Rescue, as set forth in the applicable Provider Participation Agreement and any related agreements.

2.4 – Operational and Technical Advisory Support

Paralign Health will provide advisory support to Ocala Fire Rescue on MIH-CP program implementation, including operational readiness, data capture, compliance with health plan requirements, and integration with Paralign’s processes.

2.5 – Stakeholder Coordination

Paralign Health may coordinate engagement with other local stakeholders (e.g., hospitals, community partners) when necessary to meet health plan program objectives.

2.6 – Information Sharing

The parties anticipate sharing operational, clinical, and administrative information necessary to support program implementation and, if applicable, performance under future contracts. Any such information sharing will be subject to applicable privacy laws and the terms of a mutually agreed confidentiality and/or data use agreement.

2.7 – Compensation Framework (High-Level)

Paralign Health’s Clinically Integrated Network (“CIN”) is compensated by participating health plans under contracts entered into by Paralign Health on behalf of the network. These health plan agreements are expected to include two primary financial components:

- **Fixed Visit Payments.**

A fixed payment for each eligible MIH-CP visit performed in the home or community.

- **Performance-Based Payments.**

Incentive or bonus payments tied to agreed-upon patient outcomes, utilization reduction, quality measures, or other performance metrics.

Under this model, Paralign Health will administer the collection and distribution of payments on behalf of the CIN. The parties anticipate that:

- **The substantial majority of fixed visit payments** will be passed through to participating EMS agencies, including Ocala Fire Rescue, to fund field operations, staffing, and program delivery, subject to a modest network withhold to support Paralign Health's administrative, technology, contracting, and network operations.
- **Performance-based payments** will be shared between Paralign Health and participating EMS agencies based on the terms of the applicable Provider Participation Agreement and the underlying health plan contract, reflecting each party's contribution to achieving outcomes.

The specific allocation, withhold amounts, and payment mechanics will be defined in the definitive Provider Participation Agreement and the applicable health plan agreements and are not established by this MOU.

3. Confidentiality

Each party may disclose to the other certain non-public information in connection with this collaboration. The receiving party will use reasonable efforts to protect such information and not disclose it beyond personnel with a need to know for this MOU's purposes.

4. Compliance

The parties intend to comply with applicable laws, regulations, and health plan policies relating to MIH-CP. No Protected Health Information ("PHI") will be exchanged under this MOU. If the parties later determine that PHI exchange is necessary, they will execute a Business Associate Agreement and/or Data Use Agreement, as applicable, before any such exchange occurs. This Section is binding and will survive termination.

5. Term and Termination

This MOU begins on the Effective Date and continues for six (6) months (the "Term"). Either party may terminate this MOU for any reason upon thirty (30) days' written notice to the other party. Termination will not affect discussions then underway, which the parties may continue at their discretion.

6. General Provisions

The parties are independent entities. This MOU does not create an agency, partnership, or joint venture, and neither party may bind the other. This MOU is non-binding and for discussion and planning purposes only. It does not obligate either party to enter into any

definitive agreement, to proceed with any transaction, or to provide services. Any binding obligations, including without limitation commercial terms, payment provisions, operational services, or technology access, will be set forth in a future definitive agreement, if executed.

PUBLIC RECORDS. Paralign Health shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Paralign Health shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Paralign Health does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Paralign Health or keep and maintain public records required by the public agency to perform the service. If Paralign Health transfers all public records to the public agency upon completion of the contract, Paralign Health shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Paralign Health keeps and maintains public records upon completion of the contract, Paralign Health shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF PARALIGN HEALTH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARALIGN HEALTH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

AGREED AND ACKNOWLEDGED (NON-BINDING, EXCEPT AS EXPRESSLY STATED):

Paralign Health, Inc.	City of Ocala, by and through Ocala Fire Rescue
<p>Signed by: By: <u>Aaron Molloy</u> Name: Aaron Molloy Title: CEO Date: 4/1/2026</p>	<p>DocuSigned by: By: <u>Peter Lee</u> Name: Peter Lee Title: City Manager Date: 3/29/2026</p>
<p>Address: 1032 15th St. NW #418, Washington, DC 20005 Email: aaron@paralign.health</p>	<p>Address: Email: notices@ocalafl.gov</p>
	<p>Approved as to form and legality: Signed by: <u>William E. Sexton, Esq.</u> William E. Sexton, Esq. City Attorney</p>

Certificate Of Completion

Envelope Id: D335799D-6C0D-42CF-AA90-1DF658192990

Status: Completed

Subject: SIGNATURE - MOU - Paralign Florida Community Paramedicine Collaboration (OFR/260558)

Source Envelope:

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Signatures: 3

Envelope Originator:

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Initials: 0

Patricia Lewis

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City Hall, Third Floor

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Ocala, FL 34471

plewis@ocalafl.org

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William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

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ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Aaron Molloy

aaron@paralign.health

CEO

Security Level: Email, Account Authentication (None)

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Viewed: 4/1/2026 9:20:00 AM

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Signature Adoption: Pre-selected Style

Using IP Address:

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/1/2026 9:21:10 AM
Completed	Security Checked	4/1/2026 9:21:10 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.