

AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the "Agreement") is made and entered into this 1st day of July 2019 (the "Effective Date"), by and between Tarheel Medical Billing, Inc. dba as Colleton Software, a corporation organized and existing under the laws of the State of North Carolina ("TMB"), and Effingham County Emergency Medical Services - a department of the County of Effingham, a body politic of the State of Georgia (the "Client"). In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and

WHEREAS, Client desires to obtain billing and collection services from TMB to assist in the collection of accounts receivable; and

WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of medical billing and collection services for Client (collectively, the "Services"). Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client, so advise Client in writing, and TMB will have no obligation to perform any collection services with regard to the returned account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered, provided no such additional fees shall be charged to or incurred by Client without Client's additional written consent.

For the purpose of this contract, a collectible is defined as the receipt of all information required in order to properly submit the claim to the appropriate payment source.

Client represents and warrants to TMB as follows:

- (A) That all accounts referred to TMB for collection pursuant to this Agreement
- (i) have been timely referred to TMB,
 - (ii) have not been charged off or otherwise reduced to a zero balance,
 - (iii) were generated in the ordinary course of business,
 - (iv) have been properly coded,

(v) are collectible, revenue-generating accounts and
(vii) have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;

(B) by entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and

(C) All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a period of 3 year(s), commencing on the 1st day of July, 2019, and terminating at 11:59 p.m. on the 30th day of June, 2022 (the "Initial Term").

Upon the expiration of the Initial Term, this Agreement will automatically renew for up to TWO (2) year period (the "Renewal Term," the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice.

- (i) of termination or
- (ii) of Client's desire to renegotiate the terms of this Agreement, at least ninety (90) days prior to the expiration of the then current Term.

3. **TMB'S RIGHTS, DUTIES & OBLIGATIONS.** It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:

(A) Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:

(i) Insurance Filing. Claims for reimbursement or payment for ambulance or wheelchair transportation provided by the Client will be submitted to insurance carriers' by TMB after TMB receives the necessary data to file the claim via the the Electronic Patient Care Reporting Software. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third-party payor determines benefits payable will be billed directly to the patient/guarantor by TMB or as dictated by the Client. Medicare and Medicaid claims will be filed to the appropriate state and or federal agency within 8 hours' receipt via

Gateway EDI interchange and will be processed by TMB until all revenue resources are collected or eligibility and payment options are exhausted.

(ii) Direct Patient Billing. At the direction and instruction of Client, TMB will mail an initial statement of account to all patients/guarantors without insurance and to patient/guarantor after receipt of denial or partial payment from the insurance company or third-party payer. Billing will only occur after TMB receives the necessary billing data via EPCR. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

Patients are billed by TMB as follows

After the call is received via EPCR from the company, TMB will send the patient a letter of fact stating that TMB is billing the primary payer source (when available) for the patient and the call conducted by the company.

Patient Pay Accounts

For patients without any additional secondary source of payment, TMB will send the patient a bill and statement on 30 days, 60 days and 90 days increments. Patients that communicate additional information with TMB will continue to receive monthly statements as long as the account is actively collecting funds or communicating new information.

Any patient that request to pay the balance of their account over a specific time frame will continue to receive monthly statements to reflect payments made on their account balance.

Commercial Insurance and Medicare

After we receive payment from a primary payer source, TMB will then bill the patient any balance that exist on the account. TMB will bill the patient at 30 days, 60 days and 90-day intervals or until the account balance is settled. Patients that request for a payment plan will be handled on a case by case basis. Statements will be sent monthly to patients paying balances over time.

Medicaid

Per Medicaid law, TMB cannot legally bill the balance of the account. Medicaid under North Carolina law, requires the biller to accept the Medicaid as payment in full and does not allow for the patient to be billed for additional funds.

(B) Provided Materials. TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.

(C) Deposits. TMB will mail all deposit and payments received by TMB to of the Client. TMB will have no authority over any accounts maintained by the Client.

(D) Accounts Receivable Management Reports. TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will be submitted to the Client no later than the 10th day of the following month via email to the address from which TMB receives the ePCR data. The reports shall include the following information:

(i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;

(ii) Check registry reports reflecting a list of revenues received and totals; and

(E) Return of Non-Collectable Accounts. TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.

(F) Sub-Contract. TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.

(G) Disclaimer of Warranties. With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.

(H) TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.

4. **CLIENT'S RIGHTS, DUTIES & OBLIGATIONS.** During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Services for Client and Client will not enter into any other agreements or arrangements concerning the billing and/or collection of medical accounts nor use self or in-house collection without TMB's written consent thereto, not to be unreasonably withheld. This Agreement is subject to the following conditions:

(A) **Provide Information.** Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:

(i) All information as required from time to time by TMB to process accounts for services rendered by the Client;

(ii) Client will install and operate ESO Solutions or other agreed upon ePCR and will submit all requested information to TMB via ESO SOLUTIONS or other agreed upon ePCR in a timely manner;

(iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the event signatures are not obtained with each data file submission;

(iv) Client shall retain and be responsible for clarifying or obtaining any additional information reasonably and/or legally necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by the software, technician's signatures and doctor's signatures when applicable;

(v) Client shall promptly notify TMB of any change in the management of Client;

(vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;

(vii) Client shall promptly notify TMB of any change of address for Client; and

(viii) Any additional information requested by TMB reasonably and/or legally needed to process/support a claim. Any such information will be submitted by Client to TMB within ten (10) days of written request by TMB to the extent possible, and otherwise as promptly as possible thereafter.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 4(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 4(A).

(B) Transmission of Data. Client agrees to email all data collected by ePCR within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.

(C) Limited Power of Attorney. Client hereby grants to TMB power of attorney coupled with an interest for the purpose of giving TMB permission to sign on its behalf all forms and documents necessary for reimbursement to the Client. TMB is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and related mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. TMB shall have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein or approved in writing hereafter by Client.

(D) Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.

(E) Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payers necessary for TMB to perform the Services.

(F) DELETED To adhere to Freedom of Information Act

(G) Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the all applicable software owned by TMB.

In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return any software provided under the terms of this Agreement to TMB, but in no event within thirty (30) days. Client shall not make any copies of software provided by TMB.

(H) **Performance.** Both parties understand and agree that the obligation of the other party to perform under this Agreement is conditioned upon their own timely compliance with its terms and conditions. In the event either party breaches any such term or condition, or causes any such term or condition to be breached, the obligations of the non-breaching party to perform under this Agreement shall automatically terminate, and that party shall have no further liability or obligation to the breaching party.

(I) **Reimbursement.** Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB. TMB shall exercise its best efforts to limit the costs associated with, and will seek the prior written approval of Client before, undertaking any activities under this provision for which TMB may seek reimbursement from Client, and except to the extent any such activities are legally required to be taken by TMB, Client shall not be charged for or incur any costs associated with reimbursing TMB for such activities if not pre-approved by Client. In the event that such activities are legally required to be taken by TMB, TMB will provide notice to the Client.

(J) **Non-Solicitation.** During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, knowingly solicit or knowingly attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.

(K) **Direct billing - Emergency Medical Services for stand by events**
During the term of this Agreement, the client may bill directly to the source for standby services provided to the entity where the client provides personnel and / or other resources in exchange for a flat fee. These services may include but is not limited to events, festivals, sporting events, local racing facilities or any other activity where the company provides a stand by resource and charges the organizer. These activities may be billed by the company directly without informing TMB. TMB will not be owed any compensation for these services either directly or indirectly

5. **MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES.** The following rights, duties and obligations apply to the Parties:

(A) Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.

(B) Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.

(C) Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement. In addition to any other provision of this Agreement providing that such documents and/or records shall be returned to Client following any termination hereof, to the extent that TMB retains such documents and/or records thereafter, prior to finally disposing of same, TMB shall exercise good faith efforts to offer to deliver the same to Client again and at any actual costs reasonably incurred by TMB to do so at such time.

(D) Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a "business associate" of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA)

(E) Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will treat and hold as private all Confidential Information of the other Party and that they will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade

Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public and regardless of its form of medium. For purposes of this Section 5(E), the term "Trade Secrets" shall have the meaning ascribed to it in the North Carolina Trade Secrets Act, N.C. Gen. Stat. § 66-152(3) *et seq.*

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or similar confidentiality agreement, or (iii) information which is deemed within the sole discretion and opinion of applicable legal counsel to either party to be required to be disclosed in compliance with applicable laws or regulations, including without limitation laws applicable to Client as a local government entity subject to certain open records laws applicable to such entities operating within the State of North Carolina, or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of the Section 5(E) shall survive the expiration or other termination of this Agreement. The complete terms and conditions of this Agreement shall not be deemed or considered to be confidential information.

(F) Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with each other and will not commit any acts or omit any acts that might tend to obstruct either Party in performing its duties under this Agreement.

6. FEES FOR SERVICES RENDERED.

(A) Administration Fee. Client **will not** be charged an administrative fee for the establishment of this account with TMB.

(B) Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to 5.69 % of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

For as long as Effingham County maintains and executes an active billing contract with Tarheel Medical Billing, TMB will provide a working copy of the electronic patient care reporting software created and maintained by ESO Solutions at no cost to the county.

TMB will provide the base package of ESO's primary ePCR package and pay for the monthly base subscription fee for the county. Additional modules and implementation and training expenses remain the responsibility of the county. TMB will coordinate the project planning with ESO Solutions with regard to the installation and implementation of the product within the county.

(C) Payment Terms: TMB will submit an invoice on or around the 10th day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within thirty (30) days from the Client's receipt of the invoice.

Fees outstanding are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

Client agrees to report to TMB, within thirty (30) days of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.

(D) Attorney/Collection Fees. In the event that either party retains an attorney or collection agency to assist in the collection of any amounts owed to it by the other party under this Agreement, the costs and fees incurred as a result of such retention shall be added to the amount to be collected therefrom. Each party will be responsible for all reasonable attorneys' fees and costs incurred by the other party as a result of any breach of this Agreement.

(E) Right to Offset. In addition to all other remedies available to TMB, in the event Client fails in its obligation to pay TMB in a timely manner in accordance with the terms of this Agreement for Services, or any other amounts owed, and Client fails to cure said obligation within a ten (10) day period following notification from TMB, TMB shall be entitled to offset any such unpaid amounts against any and all amounts received by TMB as payment on accounts referred to TMB pursuant to this

Agreement, provided nothing herein shall be construed as to provide TMB with any right of offset or access to any funds already deposited into Client's bank accounts pursuant to this Agreement.

(F) Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 6(F), Client shall immediately pay to TMB all amounts then due and outstanding.

7. LIMITATION OF LIABILITY.

(A) Subject to Section 7(C) below, neither party shall be liable to the other party or to any third party for any damages resulting from or related to this Agreement or the Services performed hereunder, except for damages resulting from the gross negligence, recklessness, or willful misconduct of any such party, or its affiliates, parent companies, subsidiaries, including without limitation the officers, directors, shareholders, members, employees, subcontractors, representatives, assigns, successors, heirs, or other agents thereof or any kind whatsoever..

(B) In no event shall either party be held liable to the other party or any third party for any incidental, indirect, special, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, loss of data, business interruption, or any other damages or losses arising out of or related to this agreement or the performance or breach thereof, regardless of the theory of liability (contract, tort or otherwise), even if such party has been advised of the possibility thereof.

(C) Except with respect to any liability arising from actions based upon intentional fraud or misrepresentation by either party which shall not be subject to the limitation of liability imposed by this provision, the entire liability for either party for any matter arising from or related to this Agreement shall be limited to the amounts paid by Client to TMB under, and during the Term of, this Agreement.

8. TERMINATION OF AGREEMENT.

(A) This Agreement may be terminated as follows:

(i) By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within thirty (30) days (ten (10) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or

(ii) By either Party for any reason and at any time by providing NINETY (90) days prior written notice of such intent to the other Party. During the NINETY (90) day period, the Agreement shall continue in full force and the Parties shall be obligated to act in accordance with this Agreement.

(iii) Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by either party, with no further obligation, if the other party is charged by any governmental regulatory body or law enforcement agency with engaging in any illegal conduct or committing any act which may be classified as a felony or a misdemeanor under state or federal law.

(B) In the event that this Agreement is terminated, the Parties agree that:

(i) TMB will not be liable for any costs incurred by the Client in securing another billing collection agency;

(ii) TMB will not pay or refund money earned as a result of Services provided to the Client;

(iii) TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period and without charge therefore. Once the aforementioned information is delivered to the Client, Client agrees to release TMB of all liability for the information's safekeeping; and

9. INDEMNIFICATION. TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client, to the fullest extent allowed by law, shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and

expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.

Additionally, each party shall indemnify and hold harmless the other party and its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to any breach or violation of any Medicare rules or regulations by such party or its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within thirty (30) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.

The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third-party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.

The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible hereunder prior to making a claim against the Indemnifying Party hereunder.

The provisions of the Section 9 shall survive the expiration or other termination of this Agreement.

10. MISCELLANEOUS.

(A) Entire Agreement. Except as otherwise expressly stated herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement

(B) Modifications. This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

(C) Headings. All headings are inserted for convenience of the Parties and do not define or reflect the contents of the specific terms and conditions, nor shall any headings be used in construing the meaning of same within this Agreement.

(D) Force Majeure. The failure by either party to any extent to perform under this Agreement, in whole or in part resulting from causes beyond the reasonable control of such party shall not render such party liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due hereunder, nor relieve the other party from the obligation to fulfill any term or condition herein.

(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(F) Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.

(G) Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

(H) Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subject to Section 11 above, any claim or dispute hereunder shall be made or brought only in the state court sitting in Effingham County or federal courts sitting in the State of Georgia, the Parties hereto waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it.

(I) Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.

(J) Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.

(K) Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.

(L) Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB:

Colleton Software
108 East H Street
Erwin, NC 28335
Attention: Daniel Brian Gurkin, President

Client:

Wanda McDuffie
EMS Director
Physical Address
265 1st Street Ext
Springfield, Ga 31329
Mailing Address
601 N. Laurel Street
Springfield, Ga 31329

With Copy to:

Billy Beckett
Interim County Administrator
601 N Laurel Street
Springfield, GA 31329

(M) Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

(N) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(O) Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Handwritten initials in cursive script, possibly reading "MS".

ORS

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first above written.

WITNESSES:

Arlene Chubb

Tech Support

TARHEEL MEDICAL BILLING, INC.

By: Daniel B. Smith

Its: President

EFFINGHAM COUNTY

SPRINGFIELD, GA

J. Johnson

County Clerk

By: Dorothy M. C. [Signature]

Its: Chairman

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,
LIMITATIONS AND ANNUAL APPROPRIATIONS**

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia ("County") and Tarheel Medical Billing, Inc. d/b/a Colleton Software ("Tarheel"), dated 04/16/2019, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein.

2. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

3. To the maximum extent permitted under applicable law and, in that regard, County and Tarhell expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

4. Any portion of the Contract regarding indemnification and limitation of liability apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

5. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed

terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Tarheel Medical Billing, LLC

By: Daniel B. Gurkin
Sign and Print Name

Its: Daniel B Gurkin, Pres
Sign and Print Name

Attest: Robin Blockwelder
Sign and Print Name

Its: Robin Blockwelder
Sign and Print Name

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: Wesley M. Corbett
Wesley Corbett
Its: Chairman

Attest: S. Johnson
Stephanie Johnson
Its: County Clerk