

ELEVOS

REVENUE MANAGEMENT & REPORTING

Historical Billing Data Hosting Agreement

This Agreement is entered into on this 1st day of January, 2022 between Effingham County EMS located in Springfield, GA, hereinafter referred to as "Provider" and Emergency Medical Service Consultants, Ltd. d/b/a EMS Consultants, a Georgia Corporation hereinafter referred to as "Contractor". The intent of this Agreement is to establish a relationship whereby the Contractor will provide historical billing data hosting services.

1. Data Hosting

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third party Cloud Service. In the event that Provider elects to have Contractor host Provider's data as set forth below, Provider must make all payments in a timely manner so as to avoid any loss of use. Contractor also hereby agrees to provide Cloud Service with all Contractor software and technical support necessary to accomplish the data hosting needs of Provider. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.

- 1.1 Third Party Vendor: It is agreed and understood that third party vendor/Cloud Service is not an agent or partner of, nor is in joint venture with, Contractor. Contractor reserves the right to select, change or discontinue the Cloud Services vendor at any time.
- 1.2 Security: Contractor shall require of third party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.
- 1.3 Liability: It is agreed and understood that this Cloud Service option shall be administered through a third party, at their locations and upon their terms and condition of use. Contractor shall be responsible for all payments for said Cloud Service only after receipt of payment from Provider. This agreement to store shall be terminable by Contractor at any time upon 30 days' notice to Provider.

2. CONTRACTOR RESPONSIBILITIES

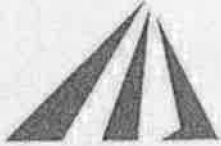
- 2.1 Contractor will host Provider's historical billing data as described in section one.
- 2.2 Contractor will respond to Provider's record request within fifteen days of receipt.
- 2.3 Contractor will not alter any billing data. Data hosting is only provided for record retention, billing record retrieval, and allowed access to view and print records from Prestige ePCR Host.

3. PROVIDER RESPONSIBILITIES

- 3.1 Provider will make billing record requests with fifteen days written notice.

4. FEES/RENEWAL/TERMINATION

- 4.1 Historical Billing Data Hosting will begin on January 1, 2022 with signed Agreement and payment for annual service in the amount of three thousand dollars and zero cents (\$3,000.00).



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- 4.2 Renewal. This contract will renew automatically for a duration of one year following one year after execution date by both parties.
- 4.3 Billing and Payment. All fees are invoiced in U.S. Dollars. Provider will be invoiced upon execution of this Agreement. All fees for the Initial Term are due within 15 days of invoicing unless payment terms have otherwise been agreed to in writing by the Parties. Access shall be suspended if annual amount due is not received within 15 days of invoice date, and Provider's products and services shall be suspended and inaccessible if such fees are not received within 30 days of due date.
- 4.4 Termination. Either party can terminate this agreement with written notice of cancellation at minimum 30 days prior to the expiration.

5 SIGNATURE SECTION

Executed this 7th day of December 2021

CONTRACTOR:

EMERGENCY MEDICAL SERVICE CONSULTANTS, LTD.
A Georgia Corporation d/b/a EMS Consultants

By: Michael Romyedy
Name: Michael Romyedy

Title: COO

PROVIDER:

Provider Name: Effingham Co. Board of Commissioners

By: Wesley M. Corbitt

Name: Wesley M. Corbitt

Title: Chairman