



844-399-6379

www.temsconsultants.com



A. BUSINESS FIRM AND BACKGROUND

Trinity EMS Consulting Services, LLC, (TEMS), headquartered in Hinesville, GA, is a leading provider of EMS medical transportation billing and compliance consulting to the private and public EMS sector. TEMS brings significant benefits to our clients with over a decade of medical billing experience, electronic claims processing, audit and operations, as well as working with County 911 services. Along with nearly a decade of private EMS ownership. Our combined experience offers our clients a dual perspective from both the technical EMS billing procedures and from the operational basis of an EMS provider. We understand the importance of accuracy, timeliness, compliance, and diligent follow up. Our team is dedicated to our mission and vision and versed in EMS billing and electronic patient records.

Limited Liability Company	Billing Address
	P.O. Box 1310 Monroe, GA. 30655
Trinity EMS Consulting Services, LLC (DBA TEMS Billing & Consulting) (Trinity EMS Billing & Consulting) 1661 E Oglethorpe Hwy Hinesville, Ga. 31313 Phone: (844) 399.6379 Domestic Limited Liability Company	

Tax Status
S Corporation- Georgia Tax ID # 47-3054674 Control Number: 15009705 <i>*See certificate in Vendor documents</i>

MISSION STATEMENT

Building a leading medical billing and consultative service, meeting the industry standard for compliance, reconciliation, reimbursement and customer service excellence by committing ourselves to provide superior quality, that meets or exceed our customers', and employees' expectations

STRATEGIC VISION

TEMS Billing & Consulting is a company focused on serving public and private EMS services while providing tailored and personalized attention to our clients. We believe in efficient, measurable, and transparent operations through custom reporting, open communication, personal billing representatives, and a continuous training approach.

COMPANY CULTURE AND POLICY

Every employee is equally as important to us, and we are committed to attracting and retaining quality employees. Our success depends upon a cooperative relationship between Marathon HR Services, Trinity EMS Consulting Service, and our employees. Our goal is to foster a spirit of teamwork, support, and accountability to serve our clients.



EQUAL EMPLOYMENT OPPORTUNITY

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices (including, but not limited to selection, hiring, promotions, transfers, training, and compensation). TEMS prohibits discrimination, harassment, and retaliation in employment based on race, color, religion, national origin, sex, pregnancy, childbirth, (or any related medical conditions), age, disability, handicap, citizenship status or any other



Company ID Number: 1319328

category protected by federal, state or local law. Violation of this policy may result in disciplinary action, up to and including immediate termination

DRUG FREE WORKPLACE

Our policy formally and clearly states that the use of illegal drugs, the illegal use of legal prescription drugs, or the abuse of alcohol will not be tolerated. As a means of maintaining our policy, we have implemented pre-employment and active employee drug testing.

PERSONEL & LEADERSHIP

Brian D. Haney | *Chief Executive Officer* | 770.361.6363 | brian@temsconsultants.com

Brian Haney has 25 years of diverse experience in the business, tradesman, and emergency response arenas. Earning his Bachelor of Science degree in Professional Administration at Barry University, he began his career with a fortune 50 company. Later, and 5 years into his Rockdale County Fire-Fighter career, he opened a medical transport company (2011), LifeCare EMS of Georgia. As the owner of Trinity EMS Consulting Services, LLC, (TEMS), Brian knows first-hand the importance a billing company plays to providers. Brian is passionate about creating a diverse working environment that embraces teamwork, communication, and education. Brian's recipe for success is hands-on and includes hiring industry experts that are driven to provide the very best in EMS billing and consulting.

Christina Brant, CAC, CACO | *Director of Operations* | 912.977.8752 | Christina@temsconsultants.com



As a foundational member of our team, Christina has extensive experience and knowledge in the EMS billing industry. Christina began her EMS billing career by billing for several county ambulance services, and was promoted to a supervisory and an executive level position. Christina's strengths are Medicare compliance and claim denial troubleshooting; she has a vast knowledge of the Medicare program guidelines as they pertain to the EMS industry, along with private insurance. Additionally, she is a Certified Ambulance Coder and CACO compliance officer. Christina is passionate about client relations and maximizing revenue for the services she works with as well as empowering the TEMS billing team. She is dedicated and takes accountability for each and every claim and for each of our clients and team members.



Cory Archer | Information Technology Consultant

Arch Tech, LLC has over 60 years of combined experience in the computer repair and maintenance business. Arch focuses on service for business and healthcare computer systems and networks. Arch offers disaster recovery and fully managed data backup solutions to make sure businesses minimize the risk from unknown catastrophes that compromise valuable data. A team of security professionals constantly remain on the cutting edge of network and computer security. Arch Tech Computer and Networking Solutions understands the challenges facing healthcare organizations and has proven success deploying solutions to combat these challenges. Arch Tech Computer and Networking Solutions brings technology to the point of care.

B. EXPERIENCE AND CAPABILITY

The follow are highlights of TEMS capabilities:

- ✓ 5 + Years in business
- ✓ Electronic claims processing, audit, and discrepancy resolution on every claim
- ✓ Track, obtain, and investigate any missing patient information before direct bill
- ✓ In-house audit, review, and re-submittal of every uncollected account
- ✓ Electronically file insurance claims and mail direct patient billing upon verification of run no later than 1 day after receipt of run ticket
- ✓ Provide regular updates and on-going training to the Provider on changes in billing requirements based on industry standards and healthcare laws and regulations
- ✓ Provide CAC accredited personal billing managers, and operate with a CACO accredited HIPAA compliance officer
- ✓ 24/7 Data access to all claims and reporting information applicable to the provider in our billing software

C. CLIENT REFERENCES

Bryan County EMS
 5995 GA-204
 Ellabell, GA 31308
 Freddie Howell
 912-858-2799
fhowell@bryan-county.org

Monroe County EMS
 693 Juliette Rd.
 Forsyth, GA 31029
 Matt Jackson
mjackson@monroecoga.org
 478-993-1633

Candler County EMS
 1065 E Hiawatha St.
 Metter, GA 30439
 Joe Reynolds
jreynolds@candlerco-ga.gov
 912-685-5965

Wayne County EMS
 477 W. Bay Street
 Jesup, GA. 31545
 Richard Johnson
 912.294.1612
waynecoems@comcast.net



D. SERVICE APPROACH

CODE OF CONDUCT

TEMS expects the highest possible standards of integrity and conduct in all matters. True partnership with our clients is our mantra, supported by the following Code of Conduct:

- ✓ We put you, the customer, first. Your concerns are taken very seriously, with an appropriate sense of urgency, This means listening intently, making notes, and confirming understanding before taking action. Issues that are unable to be resolved immediately will be escalated to a manager for timely resolution.
- ✓ We embrace challenges instead of reacting defensively, we commit to resolving your issue or request with urgency, clarity, and to your complete satisfaction.
- ✓ We provide honest responses, and do not make promises we cannot keep. We conduct ourselves with integrity. We will deliberate carefully before making commitments or promises, because we understand nothing annoys customers more than a broken one.
- ✓ We demonstrate thorough knowledge of EMS services so that we can address your unique situation with optimal solutions. We make sure you have all the information you need to get the best experience and value from our partnership. Our team, we will inform you of our unique approaches, client support systems, feedback channels, and other important avenues for maximizing your experience with us.
- ✓ We treat all information received from you as proprietary and for the purpose of benefiting our partnership and maintaining patient rights under HIPAA guidelines.

CUSTOMER RELATIONS

Our Customer Service Policy has been established to be reflective of our shared values: INTEGRITY, EMPATHY, CUSTOMER CARE, PASSION and EDUCATION, TEAMWORK. The most important part of any process is the people who are involved in it. We have a team of professionals who are devoted individuals, a continual hiring and training flow, and an accountability system of checks and balances that create a positive workflow that is successful and backed by strong leadership and education

- ✓ While we take utmost care to ensure that we provide our services efficiently, courteously and to a high standard, we understand that complaints may occur. A complaint, however, it is made, will be investigated, resolved, and used as a means to improve our standards of service
- ✓ We strive to meet quarterly with our clients to review any issues they might be having. We truly see our client relationship as a partnership driven by communication, training, transparency, and accountability.
- ✓ TEMS Employs Certified Ambulance Coders through the National Academy of Ambulance Compliance (NAAC) (CAC)
- ✓ Certified ambulance coders and Compliance Officers stay current and complete yearly & mandatory CEU credits that include "2020 online Mandatory CEU Package" for updates. Examples include: Compliance, Ambulance Billing Procedures, HIPAA, Medicare Rules and Regulations, ICD Coding, Appeal Procedures, NAAC Update, Patient Care Documentation Medicare Newsletters, Forms, CMS Site review weekly
- ✓ TEMS takes a community approach and takes part in Leadership and Teaching Conferences, subscribes to CMS site changes and regularly researches these changes
- ✓ Each Wednesday we have a scheduled team meeting where the director of operations meets with each team member and reviews their accounts aging report, any obstacles, and successes.
- ✓ Our clients work with a personal billing specialist assigned to their account and same day access to their account managers, operations manager and CEO. via phone, email, and



- onsite meetings
- ✓ We employ NAAC certified lead biller and trainer who shadows every new hire for 90 days minimum and certifies each process
- ✓ TEMS has a full database of reports which are available by request or accessible by the client at any time through our cloud-based billing software.
- ✓ End of Month reporting will be provided to the Provider on or before the 5th business day of the new month or as requested our model has resulted in successfully handling licensing updates, enrollment issues, Medicaid and Medicare NPI issues, audits, compliance problems, and has consistently increased revenue for our clients

CONSULTATION, FEEDBACK and COMPLAINTS

- ✓ Our primary goal is to solve problems and collect every dollar due to our clients. Comments and feedback from you regarding how well your expectations are being met are welcomed and appreciated.
- ✓ While we take utmost care to ensure that we provide our services efficiently, courteously and to a high standard, we understand that complaints may occur. Any complaint that is made, will be investigated, resolved, and used as a means to improve our standards of service
- ✓ If at any time during your interaction with TEMS you are not happy with the level of service you experience, please submit a detailed summary of your concern(s) by phone at 770.361.6363 or in writing to brian@temsconsultants.com. All concerns will be appropriately to the person or department best suited to respond. We will acknowledge all written concerns within 1 business day of receipt, followed by a thorough investigation into the issue involved. Resolutions will be discussed with you, and then implemented to ensure your complete satisfaction

Examples of system improvements that have been proposed to other customers that were implemented and the results following the implementation of those changes.

System Improvement I

Situation: As we began ramping up a new Georgia county service client we noticed (from software reporting) that their PRIVATE PAYOR mix unusually high 21 percent compare to neighboring counties at 10-11%.

What we did: Dedicated employee to focus on Self-Pay clients. Using aging report data, we created a spreadsheet of more than 1,000 Self Pay patients and called everyone one of them

Outcome: We were able to set up payment arrangements and or collect payment from more than half of these.

System Improvement II

Situation: Nursing home to nursing home claims in a disaster relief/hurricane situation were being audited (for the modifier) all initially were denied

What we Did: Performed research on CMS website, did discussion and education call with Palmetto,



System Improvement III

Situation: NC services are unable to get Prior authorizations due to COVID-19; doctors are not performing wellness visits at this time.

What we Did: Contacted regional Medicare office and requested an 1135 waiver due to State of emergency declaration, contacted all NC clients with directs and waiver.

Outcome: PA's either extended in time frame or waived pending outcome of COVID-19

System Improvement IIII

Situation: Began billing EMS claims for Georgia County service whom previous did their billing in House. At initial onboarding their revenue was at 20,000/per month with a 6-month back log.

What we Did: Utilized hole team p roach and did 2 over ime Saturdays billing out ALL back log and previous 12 months of claim audits.

Outcome: Collected over 600,000 in Revenue within the first 60 days.

Sample Phone Scripts for TEMS Employees patient calls:

Private Pay Phone Script:

"Hello, this is Christina calling from EMS, how are you today? The reason that I am calling today is that we do not show any insurance information filed for your recent transport, we would like to know if you would like for us to file a claim on your behalf or set up a payment arrangement..."

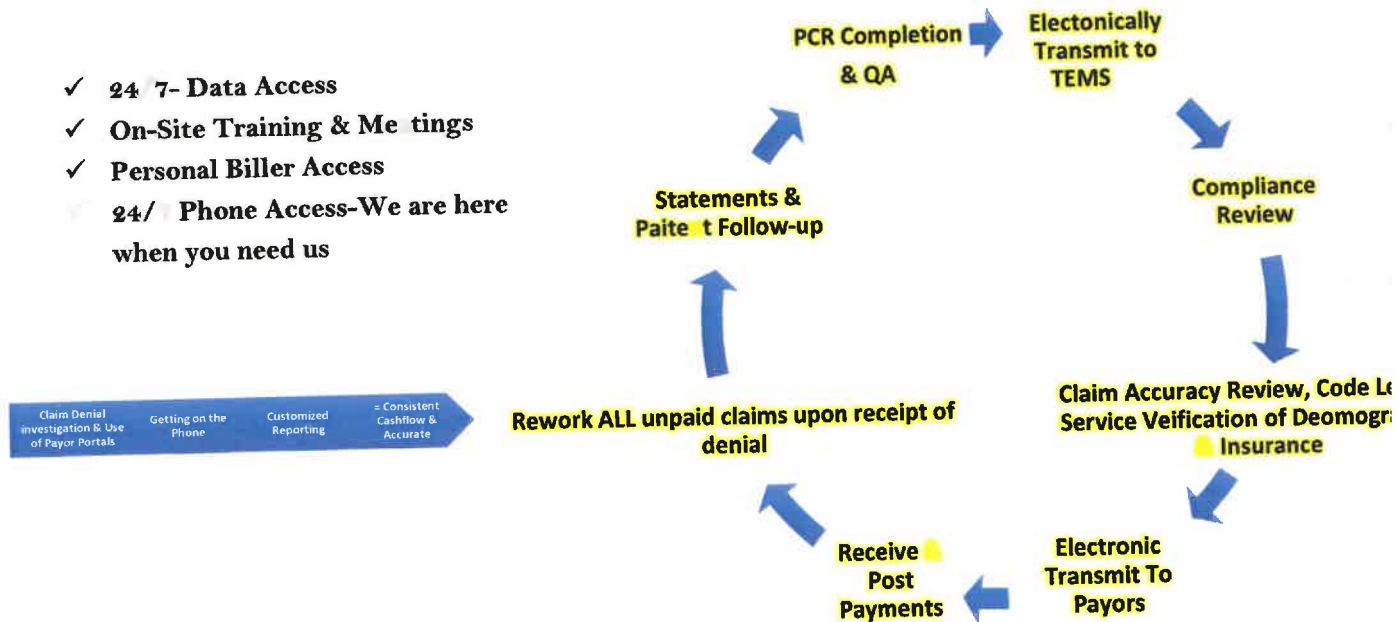
Rejected claim script Patient call:

"Hello this is Christina from EMS, how are you today? The reason I am calling is because we received a rejection from your insurance company on your recent transport. Let's review your current insurance information, any changes, and we will get this claim filed for you....."

BILLING OVERVIEW



- ✓ 24/7- Data Access
- ✓ On-Site Training & Meetings
- ✓ Personal Biller Access
- ✓ 24/7 Phone Access-We are here when you need us





SOFTWARE

- ✓ The ImageTrend Elite™ offers seamless integration with the Billing Bridge software which TEMS utilizes.

INVOICING

Invoicing will be prepared in accordance with the rates established by the provider. TEMS will assist the provider in updating their rates to ensure that they meet EMS standards

- ✓ TEMS Invoicing is compliant with CMS, provider rates, and fair debt
- ✓ TEMS utilizes Availity as a electronic claims clearinghouse.
 - ✓ All Medicare and Medicaid claims are filed electronically; Additionally, we file every applicable insurance claim electronically.
 - ✓ Availity submits all payer information and to verify patient information and eligibility
- ✓ TEMS bills electronic claims within 1 business day
- ✓ Paper invoices are issued to self-pay patients
- ✓ All signatures and documents are screened and verified prior to billing of claims

DENIED CLAIMS

- ✓ Claims are scrubbed for accuracy prior to payor transmission by staff through the clearinghouse. When claims are rejected, all claim information is reviewed again for accuracy. The claim is either corrected and refiled to the payor or an appeal is sent to the payor. All rejections are appealed
- ✓ All denied claims are worked by Billing Account Manager Daily and re-processed on the day of receipt
- ✓ TEMS actively reviews patient accounts and performs internal audits
- ✓ Constant follow up & review for accuracy
- ✓ Layered 1st and 2nd level review of every account/client
- ✓ Weekly Manager Meetings to Troubleshoot Denials
- ✓ Escalations to Director Monthly if needed

EMS'S RESPONSIBILITIES

- ✓ EMS will need to be available for the state, in conjunction with Trinity EMS Billing, in-house training on use and functionality any compliance or software related issue. The requirements of the state are not the same as the requirements of CMS when it pertains to billing, so we will train everyone on both aspects of the software usage. TEMS will train all employees on documentation.
- ✓ EMS will provide clear direction as to their write-off, debt offset and collections practices
- ✓ EMS will input runs into field reporting software with all available patient information
- ✓ The EMS will communicate with TEMS to provide information relating to execute 855b billing representative information



CORRECTING PROBLEMS ASSOCIATED WITH INCOMPLETE BILLING INFORMATION

- ✓ TEMS verifies all insurance information prior to claim submission through electronic information data portals.
- ✓ If we should find high error rates, with regards to incomplete information, we will address these issues with the Chief and offer provide training on problem areas

FUNDS COLLECTED THROUGH BILLING PROCESSES

- ✓ All funds are deposited directly into EMS's designated account. We strive (through our detailed enrollment specialist) to have all insurance payors remit CH payments directly to your account
- ✓ Other payments (hard copy checks) that come directly to EMS will need to be deposited by a member of your staff. We do not receive payments on your behalf as it is a gray area
- ✓ Private Pay and some insurance payments are set up through a dedicated CC square account
- ✓ If a refund is issued, the provider sends a copy of the check to TEMS and it is reconciled

COORDINATION WITH HOSPITALS TO OBTAIN BILLING INFORMATION

- ✓ HIPAA guideline allow hospitals to share information with us for billing purposes
- ✓ We contact hospitals and work directly with someone in their medical records department
- ✓ Our policy is to email or fax over requests for information once daily; we do not want to inundate hospitals requests and it is our experience that they respond better when we use these methods

COLLECTIONS

- ✓ Customer Service Monday – Friday 8am to 5pm EST 844.399.6379 Multiple toll-free numbers are available, and one can be designated to EMS with a voicemail
- ✓ Claims are divided by payer: Medicare, Medicaid, Primary Insurance, Secondary Insurance, Auto Insurance, Workers Comp and Private pay
- ✓ All denied claims are worked and re-processed on the day of receipt
- ✓ TEMS will attempt to reach past due accounts via mail and phone
- ✓ TEMS actively reviews patient accounts and performs internal audits

ACCOUNT IMPLEMENTATION

Project schedule at the task level starting with the receipt of the Notice to proceed and ending with project completion.

- ✓ Bid awarded to TEMS Consultants with a 30-day implementation timeline
- ✓ Onsite Consultation to gather current information and review any outstanding issues (Medicare, Medicaid, NPI and licensure standings) (see chart below)
- ✓ Schedule on-Site training, enrollments (EFTs/Checks), discuss CC account, write-off policy, identify seamless cash flow start date (Week 1)
- ✓ Discuss/Execute any changes/updates to 855b EDI Enrollment Week 1
- ✓ Discuss 12 month aged receivable audit (Week 1)



- ✓ The implementation project is managed from the top down CEO, director of operations, billing manager, and personal billing representative

TRAINING OF EMS PERSONNEL

- ✓ TEMS will provide in-depth documentation and compliance training, to include handouts and visual aids (See Attachment)
- ✓ TEMS personnel will be available to answer questions regarding compliance issues if there are any found.

PERSONNEL

Individuals who will be part of the project team. include any outside personnel, such as subcontractors

- ✓ Brian Haney, CEO
- ✓ Christina Brant, Director of Operations
- ✓ Lead Biller, Trainer, Appeals chosen on initial evaluation
- ✓ Cory Arche, Technical Consultant
- ✓ HIPAA Secure Now



TEMS CONSULTING SERVICES, LLC

PARTNERS WITH HIPAA SECURE NOW

ANTICIPATED USE OF VENDOR

- ✓ ImageTrend
- ✓ Waystar
- ✓ HIPAA Secure Now
- ✓ Experian Passport
- ✓ ArchTech
- ✓ CBA collections
- ✓ Comcast
- ✓ Liberty County Utilities

ACCOUNTING & REPORTING

- ✓ End of Month reporting will be provided to EMS on or before the 5th business day of the new month TEMS is able to create custom accounting reports based on any criteria requested by EMS and are included on the monthly invoice and any other time requested (Revenue, Aged, Refund request, Write offs, etc.)
- ✓ TEMS has developed a daily reconciliation report to account for all patient care reports sent over to billing, all accounts billed out to the payers, and all payments posted to patient accounts daily
- ✓ TEMS invites the provider to audit any records, books, costs, and expenditures that specifically relate to performance
- ✓ TEMS will provide the Provider with a HIPAA secure portal for transmission of patient information and reports
- ✓ TEMS provides constant contact and our upper level management can be reached on nights and weekends



Billing Service Agreement

This Multiple Year Billing Service Agreement (“Agreement” is made and entered into on this _____ day of _____, 2022 by and between:

- (a) Forest Park EMS, which company is located in Forest Park, GA. (here in after referred to as either Client“Client”),
and
(b) Trinity EMS Consulting Services, LLC, hereinafter referred to as “Contractor”.

Subject to the specific terms and conditions stated below, the purpose of this Agreement is to establish a relationship whereby the Contractor will provide ambulance-billing service for the Client.

I. Contractor Responsibilities: The Contractor will fulfill the responsibilities set forth below:

1. The Contractor shall bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements and past due statements. Billing will be completed within two (2) business days of receipt of the electronic file from the Client.
2. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare carrier, complete with ICD10 Diagnosis codes, condition codes (where applicable) and HCPCS codes. Claims containing adequate documentation for processing shall be filed by Contractor within two (2) business days of receipt of the electronic file from the Client.
3. The Contractor will file primary and secondary Medicaid claims using electronic transmissions that are characterized under Medicare as “direct” transmissions (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes. Claims containing adequate documentation for processing will be filed within two (2) business days of receipt of the electronic file from the Client.
4. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 10 codes and HCPCS codes. Initial claims containing adequate documentation for processing, will be filed within two (2) business days of receipt of the electronic file from the Client.
5. The Contractor will actively resubmit and/or appeal any denied claims for covered services and shall respond to requests for information which information is available to the Contractor.



6. The Contractor will post all payments, denials and contractual write-offs within two (2) business days after receipt of such from the Client.
7. The Contractor will post any other write-offs that it deems to be appropriate but only as authorized by the Client.
8. Within five (5) business days of receipt of the 'end of month' data from the Client, the Contractor will declare that the monthly activities is closed as to the calendar month and Contractor shall mail the Client monthly accounting and statistical reports as and if requested by the Client.
9. The Contractor will furnish all postage, stationery and phone service used to bill and collect accounts.
10. The Contractor will furnish toll free telephone lines for patient inquiries concerning accounts.
11. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, shall be considered uncollectible by normal means and will be returned to Client for placement with a collection agency or written off to bad debts as deemed appropriate by the Client.
12. Contractor will comply with any HIPAA compliant requests for medical records from third parties. There will be no fee to Client for this service. All fees for such copying and mailing expense will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of Contractor.
13. The Client, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours. The Contractor will make these records available, provide adequate space and assist in any way possible with any request to audit these records.

II. Client Responsibilities:

1. The Client will make every effort to obtain appropriate and accurate billing and medical trip report information.
2. The Client will make every effort to assure that the Client's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
3. The Client will electronically transmit billing and trip report information from the Imagetrend Elite field software to the Contractor daily on normal business days.
4. The Client shall collect and submit to Contractor **copies** of PCS Forms, HIPAA acknowledgement forms and other documentation that may be required to bill for services. Information is to be sent in a manner and at such times as agreed on between the Client and the Contractor.
5. The Client shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.



6. The Client will submit to the Contractor **copies** of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Client and the Contractor.

III. Fees and Conditions:

1. The Contractor will provide all services as outlined for a monthly fee of % of all funds collected by Contractor on behalf of Client.
2. These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 10 days of receipt of the invoice by the Client. There will be a 5% late penalty assessed monthly for any balance not paid within 10 days.
3. There shall be no funds due Contractor beyond said terms above, nor will there be any funds due on those accounts that are written off or uncollected.
4. Credit card payments will be accepted by the Contractor on behalf of the Client and posted to the patient accounts. The Contractor will reimburse the Client for all credit card payments received.
5. Process for the handling of refund requests and overpayments,
 - A. With the monthly invoice, the Contractor will send to the Client a list of any refunds due to patients, Medicare, Medicaid and/or insurance companies. The Client will be responsible for making sure all refunds are issued within twenty (20) business days of receipt of list from Contractor, as well as providing copies of the refund checks to the Contractor. The Contractor will post the refunds checks to the appropriate accounts, thus reducing cash income totals for that month and thereby reducing the payment to the Contractor.
 - B. In the event Client receives a request for a refund or is assessed an "overpayment" by any payer. Client must notify Contractor of such in writing with a copy of the request/assessment within five (5) business days. Additionally, Client hereby agrees to allow Contractor to participate in the appeal of any such overpayment assessment. Contractor shall have no liability for any portion of any overpayment or refund if Client fails to give notice or allow participation in appealing these claims under this section. In no event shall Contractor be liable to Client or any third party payers for overpayments unless said overpayments are caused by Contractor's error.
6. The Contractor agrees to use its best effort to provide the services specified herein in accordance with Contractor's normal billing procedures as attached in **Exhibit B**.
7. The Contractor shall at all times use his or her own tools and employees to complete the terms of this agreement. The Contractor shall be acting as an independent Billing Agent and not as an employee of the Client and therefore shall not be supervised by the Client but shall proceed to accomplish the services herein in whatsoever manner deemed appropriate within the scope of this agreement. The Client is aware that the Contractor may have other clients and jobs that he or she is working on simultaneously. The Contractor agrees that accounts and records of the Client will be kept separate from those of other clients.

8. The Contractor shall not collect any money belonging to the Client except for credit card payments. All other payments will be submitted directly to the Client. The Client shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting. Contractor will send to Client credit card receipts at agreed upon intervals.

Term, Termination and Renewal:

1. The initial fixed term of this agreement shall be one (___) year(s), which term shall start on the date of execution of this agreement by the parties and each of them. Thereafter, this agreement will automatically renew for a twelve (12) month term unless written notice of cancellation is received by the other party thirty (30) days prior to expiration.
2. After the fixed term stated above and any renewals (whether automatic or otherwise), either party may terminate this agreement upon 120 days written notice to the other party of intent to terminate. The following terms shall apply to termination:
 - A. If the Contractor has committed a material breach of the contract, the Client must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Contractor fails to correct the breach within a reasonable time to cure, the Client may terminate the contract on 30 days notice without penalty.
 - B. Unless the provisions of paragraph A above are applicable, failure to provide a ninety (90) day written notice of termination by the Client will constitute default of this agreement. In the case of default, the Client agrees to pay all current fees through the date of termination as well as an additional Fifty Dollars (\$50.00) per ticket for all tickets submitted to the Contractor over the past 30 days.

Limitations of Liability:

1. The Contractor shall take due diligence at all times to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program. Furthermore, the Contractor during the training of the Clients employees shall train them in Medicare compliance practices.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third party payers. Client is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Client, its officers, directors, trustees, employees, and agents (hereinafter "the Indemnified Parties") harmless from and against any and all liability, loss, damage, expense, claims, attorney's fees and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor's performance under this Agreement and the actions of Contractor and its employees, agents, or



contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss, damage or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.

3. The Contractor shall not be liable for any failures on the part of the Client to submit complete, true and accurate information or documentation which could cause a violation of any Federal or State healthcare reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of complete, true and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or "medical necessity". Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as "uncovered services" for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.
4. The Contractor shall have no liability for the services provided by the Client, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Client for funds collected by the Contractor on behalf of the Client.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees there of, and shall hold the Client harmless from any and all such payments.

Confidentiality:

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor's employees are fully trained and are aware that whether you read, see or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employee and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
 - A. Comply with the HIPAA Privacy Policy;
 - B. Protect and respect the privacy of patients and their information
 - C. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a "need to know";
 - D. Keep information confidential and not disclose it to others, including employees, patients, and patient's family members unless properly authorized;
 - E. Refrain from conversation about information protected by the Privacy Policy;



- F. Refer all requests and inquiries for confidential information to those who are responsible for release of information;
4. The Contractor's employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation and/or contractual rights with the Contractor.
 5. The Client shall at all times use their best efforts to protect the confidentiality of the Contractor's proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.

Data Center/Data Hosting Option:

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third party Data Center. In the event that Client elects to have Contractor host Client's data as set forth below, and in additional consideration thereof, the following additional terms apply to and supersede any other terms of this Agreement:

1. All software provided to Client is provided for use only and is not permanently licensed to or owned by Client. In the event of termination of this Agreement, either at the natural termination or upon early termination, with or without cause, by either party, access to the system will be terminated and client may not be permitted to view or access said data through the system. Contractor will provide back-up data to Client upon request.
2. Accessibility: it is agreed and understood that data may be un-accessible at times due to upgrades and maintenance to the system. Contractor will endeavor to give to Client two (2) days' notice of any scheduled upgrade or maintenance.
3. Liability: It is agreed and understood that this Data Center option shall be administered through a third party, at their location and upon their terms and conditions of use. Contractor shall be responsible for all payments for said Data Center and hereby agrees to make all payments in a timely manner so as to avoid any loss of use. Contractor also hereby agrees to provide Data Center with all Contractor software and technical support necessary to accomplish the data hosting needs of Client. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.
4. Third Party Vendor: It is agreed and understood that third party vendor/Data Center is not an agent or partner of, nor is in joint venture with, Contractor.
5. 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 client hereby agrees to indemnify and hold-harmless Contractor for any such loss.



General Provisions:

1. This agreement constitutes the full terms agreed upon between both parties either written, verbal or implied and cannot be changed or altered without the written consent of both parties.
2. In the event that any portion of this agreement is found unenforceable, the remaining provisions will remain in full force and effect unless to do so would clearly violate the overall intentions of the parties.
3. This agreement shall be interpreted pursuant to the laws of the State of Georgia.
4. Headings are used herein as general terms and shall not be interpreted as limiting or effecting the contractual obligations contained herein.

Executed this _____ day of _____ 2022.

CONTRACTOR:

Trinity EMS Consulting Services, LLC

By: _____

Name: _____

Title: _____

CLIENT:

Forest Park EMS

By: _____

Name: _____

Title: _____

