

## PROFESSIONAL SERVICES AGREEMENT

(Telehealth EMS Services for City of Forest Park Fire and Emergency Services)

**THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement,"** made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between City of Forest Park Fire and Emergency Services (the "**Agency**") and **RIGHTSITE HEALTH PHYSICIANS PLLC**, a Connecticut professional limited liability corporation ("**RightSite**" or the "**Provider**"), authorized to transact business in Georgia and with its principal offices at 1100 NE Loop 410, Suite 850, San Antonio, TX 78209.

**WHEREAS**, RightSite offers immediate telehealth services to non-emergency patients upon request from the Agency's Emergency Medical Services ("EMS");

**WHEREAS**, upon such request, RightSite's Georgia-licensed physicians confirm the patient's non-emergent status and offer them navigation services to ambulatory or telehealth care if the patient agrees;

**WHEREAS**, the Agency and RightSite now desire to enter into a mutual agreement with terms of collaboration and conditions for facilitating effective emergency response and medical telehealth interventions for the Agency for EMS-related telehealth services as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Services**"); and

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services**. RightSite shall perform the Services during the term of this Agreement.
2. **Compensation**. RightSite provides its services to the Agency at no cost. When applicable, RightSite is paid by the patient's insurance policy.
3. **Term**. The initial term of this Agreement shall commence on the Effective Date and be in effect for two (2) years, with automatic one (1) year renewals, unless either party terminates the Agreement as set forth herein. This Agreement may be terminated by mutual consent of the parties executed in writing by both, or by either party, with or without cause, provided written notice of termination is provided at least one hundred eighty (180) days in advance to the other party.

4. **Notices**. All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the Agency:

City of Forest Park Fire and Emergency Services  
2336 Anvil Block Road  
Forest Park, Georgia 30297  
ATTN: Latosha Clemons

As to RightSite:

RightSite Health Physicians PLLC  
1100 NE Loop 410, Suite 850  
San Antonio, Texas 78209  
ATTN: Legal Officer

5. **Agreement Managers**. Each Party will designate an Agreement Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Agency's Agreement Manager is **Latosha Clemons, Fire Chief**, and RightSite's Agreement Manager is **Jared Oscarson, VP, EMS Partnerships and Strategy**. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Agreement Manager or contact information; such changes shall not be deemed Agreement amendments and may be provided via email.
6. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by RightSite. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. RightSite may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Agency (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order to payment documentation. RightSite acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**RightSite Health Physicians PLLC**



By \_\_\_\_\_

Name Mene Demestihias

Title President, PLLC

Date 2025-06-26

**[Client.Company]**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT "A"**

### **Services**

#### **A. Overview**

1. Based on its adopted EMS Protocol, the Agency's Medical Director and EMS Chief will determine which calls are appropriate for referral to RightSite.
2. The Agency and RightSite will prioritize and mutually agree to an integrated approach to non-emergent healthcare, ensuring individuals receive an appropriate level of care based on their circumstances.
3. The agency will provide all medical direction. This MOU does not replace any existing Agency protocols.
4. Referrals to RightSite will only be initiated from a 911 call.

#### **B. Fees for Service**

1. RightSite offers its services at no charge to the Agency.
2. RightSite is paid by the patient's insurance when applicable.
3. RightSite will accept all patients.
4. RightSite shall ensure financial considerations do not prevent the delivery of appropriate patient care.

#### **C. Services Provided:**

##### **1. Description of RightSite Service**

- I. RightSite Physicians offers immediate telehealth services to non-emergency patients upon request from EMS. RightSite Physicians confirm the patient's non-emergent status and offer them navigation services to ambulatory or telehealth care ("Navigator(s)"). If the patient agrees, RightSite Navigators help address non-medical obstacles to care, including scheduling appointments, arranging transportation, delivering prescriptions, assisting with health insurance inquiries, and connecting patients with nearby healthcare facilities and community resources.

##### **2. Activation of RightSite Service by Agency**

- I. **On-Scene Assessment:** When EMS crews assess a patient on-site and determine that the condition is non-emergent, they shall offer the patient the option of either: (a) proceeding to the Emergency Department or (b) having an immediate telehealth visit with RightSite's ER physician. If the patient chooses the telehealth visit, EMS activates the process using any device (the Agency's or the patient's) with a camera and internet connection. If the patient rejects both options, the EMS crew shall proceed in accordance with the Agency's protocols.

- II. **Dispatch-Initiated Assessment:** If 911/Dispatch determines, following Agency protocols, that the patient has a non-emergent condition, they shall offer the patient the option of either : (a) having an ambulance and EMS crew dispatched or (b) having an immediate telehealth visit with RightSite's ER Physician. If the patient rejects both options, the EMS crew shall proceed in accordance with the Agency's protocols.

3. RightSite Telehealth and Navigation

- I. Upon RightSite's Navigator obtaining telehealth consent, the patient is immediately connected to RightSite's board-certified emergency medicine physician. This physician conducts a secondary assessment to determine whether the patient's condition is either emergent or non-emergent and can be treated using non-emergency care options.
- II. If the RightSite physician deems the patient's condition as emergent, the patient's care remains under the control of EMS and follows Agency protocols.
- III. If the RightSite physician classifies the patient's condition as non-emergent, the patient is presented with the option of either:
  - a. proceeding to the Emergency Department in accordance with Agency protocols; or
  - b. receiving immediate telehealth assistance from RightSite's ER Physician or assistance finding nearby ambulatory care facilities, such as urgent care clinics.
- IV. RightSite Navigators play a crucial role in helping patients schedule appointments, arrange transportation if non-ambulance transport is required, obtain prescriptions, and access other services related to their episode of care. Navigators also conduct a follow-up within 1-2 business days to ensure patients have all the necessary resources for their care plan.
- V. Throughout the entire RightSite process, patients can choose their preferred care provider or decide to go to the Emergency Room via the Agency's protocols.

D. **Requirements for Agency:**

1. Designate a project sponsor and a daily coordinator for the rollout and ongoing training.
2. Integrate RightSite into the Agency response plan.
3. Disseminate educational materials and communicate RightSite program details to the staff.
4. Establish a procedure for RightSite Navigators to share patient outcomes with EMS providers.
5. Work with RightSite to identify additional reporting needs beyond RightSite's standard reports.
6. Participate in quality improvement meetings as mutually agreed upon.
7. The Parties agree to allow the use of names, tradenames, trademarks, service marks, and logos representing each Party, to use on the respective Party's website and marketing promotion materials. Any press release or publicity by either Party must be mutually agreed upon in writing, and such agreement will not be unreasonably withheld.

**E. RightSite Requirements:**

1. Attend quality improvement meetings as mutually agreed.
2. Provide appropriate training to Agency EMS Stakeholders for the RightSite telehealth system.
3. Maintain confidentiality of all patient-related information received from the Agency.
4. Comply with the Health Insurance Portability and Accountability Act (HIPAA), ensuring security standards align with national standards for handling sensitive healthcare information.
5. Preserve privacy and confidentiality of all conversations and data.
6. Ensure encryption of all data in transit and at rest.
7. Require two-factor authentication of all infrastructure systems.
8. Employ advanced logging and monitoring systems to identify and address potential data security or access concerns.
9. Provide RightSite board-certified ER Telehealth Physicians licensed in the state where service is provided.
10. Provide RightSite non-clinical navigators trained for navigation and identification and resolution of non-medical determinants of health.
11. Provide project and account management.
12. Offer non-English speaking patients on-demand video clinical interpretation in over 200 languages.
13. Conduct a 1-2 business day follow-up for all patients who consent and share monthly patient satisfaction data with the Agency.

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**PD5QM-3A7K3-TXZLJ-KXXYC**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**26 JUN 2025 18:03:52 UTC**

## SIGNER

**MENELAOS DEMESTIHAS**

EMAIL  
**MENE.DEMESTIHAS@RIGHTSITEHEALTH.COM**


## TIMESTAMP

SENT  
**26 JUN 2025 18:02:58 UTC**

VIEWED  
**26 JUN 2025 18:03:09 UTC**

SIGNED  
**26 JUN 2025 18:03:52 UTC**

## SIGNATURE



IP ADDRESS  
**174.220.205.12**

LOCATION  
**ATLANTA, UNITED STATES**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**26 JUN 2025 18:03:09 UTC**

