



Billing Service Agreement

This Agreement is entered into on this 13th day of January 2020 between Union County EMS located in Maynardville, TN, hereinafter referred to as "Provider" or "Client", 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 ambulance-billing service for the Provider.

1. CONTRACTOR RESPONSIBILITIES

- 1.1 To bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements and past due statements. Coding of claims for billing submission will be completed within three business days of receipt of the electronic file from the Provider. Unless otherwise specified, Contractor shall be the exclusive provider of billing ambulance calls regardless of payor, and Provider shall not bill any ambulance claim nor allow any other third party to bill any claim for ambulance services.
- 1.2 The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare Carrier, complete with ICD 10 Diagnosis codes, condition codes (where applicable), modifiers and HCPCS codes. Claims that do not have supporting documentation may be billed for denial.
- 1.3 The Contractor will file primary and secondary Medicaid claims using electronic transmissions direct (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes. Claims that do not have supporting documentation may be billed for denial.
- 1.4 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.
- 1.5 The Contractor will actively resubmit or appeal any denied claims for covered services and respond to requests for information available to the Contractor.
- 1.6 The Contractor will post all payments, denials and contractual write-offs within three business days after receipt of such from the Provider.
- 1.7 The Contractor will post any other write-offs as deemed appropriate and authorized by the Provider.
- 1.8 Within five business days of receipt of the end of month data from the Provider, the Contractor will close the month and email the Provider monthly accounting and statistical reports.
- 1.9 The Contractor will furnish all postage, stationary and phone service used to bill and collect accounts.



- 1.10 The Contractor will furnish toll-free telephone lines for patient inquiries concerning accounts.
- 1.11 Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, is considered uncollectible by normal means and will be returned to Provider for placement with a collection agency or written off to bad debts as deemed appropriate by the Provider.
- 1.12 The Contractor will offer Prestige ePCR Host access to the Provider (Subject to the software license agreement attached at **Exhibit A** and to availability as set forth herein at section 1.13). The aforementioned software is the proprietary property of EMS Consultants and is protected under Federal copyright laws, the use of this software is granted to the Provider only during the time that billing services are provided by the Contractor.
- 1.13 The Contractor will furnish 10 copy(s) of Prestige ePCR Remote Software to the Provider (Subject to the software license agreement attached at **Exhibit A** and to availability as set forth in this paragraph) to be installed on the Provider's laptop or tablet computers in each of the Provider's ambulances or on desktop computer(s) at the Provider's station(s). The aforementioned software is the proprietary property of EMS Consultants and is protected under Federal copyright laws, the use of this software is granted to the Provider only during the time that billing services are provided by the Contractor. In the event that Contractor no longer supports Prestige ePCR, Contractor may elect to use another software platform at their cost and discretion.
- 1.14 The Contractor will provide initial training class(s) for the Provider's EMS Staff, in operation of the Prestige ePCR Software and appropriate documentation of ambulance claims. It is Provider's responsibility to ensure that all staff attend this training session and that new hire employees get similar training and follow Contractor's written documentation guidance. Failure to follow Contractor's guidance on documentation may result in claims denials as referenced herein at paragraph 5.3.
- 1.15 The Contractor will make available to the Provider electronic updates and improvements to the Prestige ePCR Software. Contractor will also provide at no charge additional training and information on the software via online or webinar type communication from time to time. Provider agrees to participate in these sessions and understands that in-person training after the initial training will be at an additional charge to Provider.
- 1.16 Contractor will comply with any HIPAA compliant requests for medical records from third parties. There will be no fee to Provider 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.
- 1.17 Upon written request received at least five (5) business days in advance, the Provider, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours and subject to the availability of Contractor staff and office space. The Contractor will make these records available, provide adequate space and assist in any way possible with any request to audit these records on-site or make such records accessible for off-



site review at the discretion of Contractor. This provision terminates at the time of termination of this Agreement.

2. PROVIDER RESPONSIBILITIES

- 2.1 The Provider will make every effort to obtain appropriate and accurate billing and medical trip report information, including but not limited to correct spelling of patient name, patient date of birth, address, insurance information, and email address if patient agrees to receive electronic invoices.
- 2.2 The Provider will make every effort to assure that the Provider's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
- 2.3 The Provider will electronically transmit billing and trip report information from the Prestige ePCR Host or other software platform to the Contractor daily on normal business days.
- 2.4 The Provider shall collect and submit to Contractor **copies** of PCS Forms, HIPAA acknowledgement forms, Prior Approvals, patient signature forms and other documentation that may be required to bill for services. Provider shall submit these documents to Contractor daily and without delay. By submitting a claim to Contractor, Provider acknowledges that all such necessary documents have been collected and originals are being stored by Provider. In the event that Provider does not submit Prior Approvals necessary for Contractor to bill claims, Contractor may at its discretion attempt to obtain such Prior Approval on behalf of Provider. It is agreed and understood that this process constitutes additional expense beyond what is contemplated herein and that therefore Contractor shall be due an additional fee of \$ [N/A] per claim for any Prior Approval obtained on behalf of Provider.
- 2.5 Provider shall insure that any staff member or other healthcare provider who signs any trip report, PCS or other necessary document has been screened and is not an excluded individual according to the OIG's Medicare Exclusion List.
- 2.6 The Provider shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.



- 2.7 The Provider will submit to the Contractor **copies** of any checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation which is received directly by Provider. This information shall be forwarded to Contractor within three (3) business days of receipt by the Provider. It is understood that Contractor must have access to all payment records for purposes of properly crediting the patient, preventing incorrect invoices to be sent to patients or payors, and calculating the amount due from Provider to Contractor.
- 2.8 The Provider must keep all computer hardware current to the minimum specifications to operate the Prestige ePCR software provided by the Contractor or other software platform used by Provider, and Provider is responsible for all hardware repairs and failures.
- 2.9 Within 10 days of receipt of any notice, letter, audit, investigation, or other review by any payor or state or federal agency, the Provider must give Notice as set forth herein to Contractor. If Notice is not given as required by this provision, Contractor shall have no responsibility to respond or fund any reimbursement required as a result.
- 2.10 Provider must provide, in writing, a copy of their write-off policy that they wish Contractor to follow. In the event that no such policy is in use or is provided to Contractor, Provider agrees to allow Contractor to use its' own write-off policy a copy of which will be sent to Provider upon request. It is further agreed that Contractor has the authority to negotiate a discount of up to 0. to resolve private pay balances.
- 2.11 Provider shall be responsible for securing and maintaining all business, equipment or other operating licenses required by their state or local laws. Provider acknowledges and understands that failure to have valid and up-to-date licensure may cause ambulance claims to be denied or other rights to be revoked resulting in loss of income.
- 2.12 Provider shall be responsible for obtaining and updating all enrollments with payors including but not limited to Medicare, Medicaid, and all electronic remittances. Contractor will assist Provider with enrollment and updates, however Contractor must have valid and timely information from Provider in order to assist with this process and Provider agrees to submit to Contractor such information and documentation, including signatures, as is necessary.
- 2.13 Provider is responsible for the privacy, security and integrity of all Protected Health Information (PHI) stored on or transmitted by any device or network used by Provider, including but not limited to any such device provided to Provider by Contractor, as required by the Health Insurance Portability and Accountability Act (HIPAA).
- 2.14 Provider will be given certain secured access to Contractor data. It is the responsibility of Provider to grant access and terminate access to employees as necessary to comply with privacy and security requirements.



- 2.15 In the event that Provider wishes to use alternate software platforms for collecting patient data, no Prestige software will be provided in sections 1.12 and 1.13 above, and Provider shall be responsible for obtaining and maintaining such third party software. Provider shall also be responsible for transmitting patient data including but not limited to trip reports, PCS forms, patient signatures, and other medical records to Contractor on a daily basis via an agreed upon, secure, file transfer method.
- 2.16 In the event that Provider is audited by a payor, including but not limited to Medicare or Medicaid pre-pay or post-pay reviews, Provider must give notice to Contractor of such audit as set forth herein. Contractor shall assist Provider in responding to such audits including copying and submitting requested documents. Provider shall reimburse Contractor for such copies at the same rate as Contractor charges third parties for copies of medical records.
- 2.17 Provider acknowledges that the term and rate of this Agreement factors in and is dependent on the receipt of the information set forth in Sections 2.1, 2.2, 2.4 and 2.7. Provider's failure to provide such information may result in higher costs to Contractor constituting breach of this Agreement and/or requiring renegotiation of the rate or term of this Agreement at the discretion of Contractor.
- 2.18 In the event that Provider relies on dispatch protocols to support the use of "emergent" response to requests for ambulance, Provider agrees to supply Contractor with a copy of all applicable dispatch protocols and advise Contractor of Provider's policy and intent regarding emergent dispatch. In the event that Provider does not wish to rely on such protocols, or does not have such protocols in place, Contractor will determine the proper level of service based on the patient's documented condition at the time of transport.

3. FEES AND CONDITIONS

- 3.1 The Contractor will provide all services as outlined for a monthly fee of 5% of all funds collected by Contractor on behalf of Provider. Collected funds shall include all monies paid on individual accounts from persons, insurance carriers, Medicare, Medicaid or similar payors. Collected funds shall also include supplemental payments from offsets or other programs, except third party post-billing cycle collections services, intended to reimburse Provider for any portion of a claim billed by Contractor.



- 3.2 These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 10 days of the invoice date. There will be a 5.0% late penalty assessed monthly for any balance not paid within 10 days.
- 3.3 All payments will be posted against the oldest open invoice. If any invoice becomes more than 60 days in arrears, Provider hereby agrees and acknowledges that Contractor will have the right to offset, redirect, negotiate on behalf of Provider and retain any monies received including but not limited to credit card payments, private pay payments, and commercial insurance payments until said arrearage is reduced to the then current invoice. Contractor shall give 10 days' written notice of default to Provider and of Contractor's intent to offset, redirect, negotiate on behalf of Provider and retain any monies received including but not limited to credit card payments, private pay payments, and commercial insurance payments until said arrearage is reduced to the then current invoice. If Provider does not cure the default by paying the amounts 60 days in arrears within the 10 days' notice provided, Contractor may proceed with retaining monies as outlined above. In the event that there still remains a balance due to Contractor after the offsets defined herein, the Contractor may issue a final demand for payment. If said final demand for payment is not paid within 30 days, Contractor may turn the balance over for collection action. In the event that collection action has begun, a reasonable attorney and collection fee of 30.0% will be added to the invoice balance.
- 3.4 In the event that any invoice becomes more than 60 days in arrears, it is hereby agreed that Contractor may use the attached ACH form (to be completed by Provider at the time of execution of this agreement) to directly draft funds from Provider's business operating account listed thereon without Contractor providing prior notice or time to cure. It is further agreed by Provider that Provider shall update the ACH form within 10 days of any change in banking account information as noted on the form.
- 3.5 In the event that any invoice becomes more than 60 days in arrears and is not cured by the process set forth in paragraph 3.4 above, it is agreed and understood that Contractor may issue a "stop work" notice to Provider. Stop work notices will result in the suspension of all of Provider's obligations set forth herein. In the event of such an order, Provider understands that Contractor staff on this account may be reassigned to other accounts in order to mitigate losses/damages to Contractor. In the event that Provider cures the default by payment of all outstanding invoices, there will be a one-time reinstatement fee of \$5,000.00 payable by Provider to Contractor prior to reactivating the account and resuming billing services. Said reinstatement fee is in addition to any other outstanding invoices and being necessary to compensate Contractor for the time and expense associated with the down time on the account. There will be no obligation of Contractor to resume billing services after any stop work order has been issued until all invoices and fees are paid in full. In addition to this fee, it is understood and agreed that Contractor may at its discretion require an upward adjustment in the base fee set forth in section 3.1 of an additional 1.0% of collections prior to reinstating the account after issuance of a stop work order. Remedies in this section 3 are NOT exclusive, Contractor shall have the right to pursue any or all such remedies as it sees fit and no certain remedy is required prior to escalation to any other remedy.



- 3.6 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.
- 3.7 Credit card payments will be accepted by the Contractor on behalf of the Provider and posted to the patient accounts. The Contractor will reimburse the Provider for all credit card payments received less a processing fee of the greater of 5.0% of the total collected or the amount actually charged by the credit card processing company. In the event that Provider wishes to secure their own credit card processing company, Provider may contract with and pay directly to a third party for the credit card processing fees. In all cases, Provider shall provide proof of receipt to Contractor for posting and all such payments will be subject to the base fee set forth herein at Section 3.1.
- 3.8 Process for the handling of refund requests and overpayments:
- 3.8.1 With the monthly invoice, the Contractor will send to the Provider a list of any refunds due to patients, Medicare, Medicaid and/or insurance companies. The Provider will be responsible for making sure all refunds are issued within 25 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.
 - 3.8.2 In the event Provider receives a request for a refund or is assessed an "overpayment" by any payer. Provider must notify Contractor of such in writing with a copy of the request/assessment within 5 business days. Additionally, Provider 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 Provider fails to give notice or allow participation in appealing these claims under this section. In no event shall Contractor be liable to Provider or any third party payers for overpayments unless said overpayments are caused by Contractor's error. The Contractor agrees to use its best effort to provide the services specified herein in accordance with Contractor's normal billing procedures.
- 3.9 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 Provider and therefore shall not be supervised by the Provider but shall proceed to accomplish the services herein in whatsoever manner deemed appropriate within the scope of this Agreement. The Provider 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 Provider will be kept separate from those of other clients.



- 3.10 Except as allowed under paragraph 3.3, the Contractor shall not collect any money belonging to the Provider except for credit card payments. All other payments will be submitted or deposited directly to the Provider. The Provider shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting. Contractor will send to Provider credit card receipts at agreed upon intervals.
- 3.11 Certain Breaches of this Agreement: It is agreed and understood that breach of the exclusive billing rights provision as required in section 1.1 and/or breach of the notice of payments as required in section 2.7 will cause Contractor to suffer a loss income in an undeterminable amount. Therefore it is agreed that for any such breach, which is not cured within 30 days of Contractor giving notice to Provider, that Contractor shall be due a flat fee of \$10.00 (ten dollars) per transport billed or payment received in violation of those provisions.

4. TERM, TERMINATION AND RENEWAL

- 4.1. The term of this Agreement is **1/13/2020 – 6/30/2020**. At the end of the initial and any renewal term, this Agreement will automatically renew for a 1-year term unless written notice of cancellation is received by the other party 30 days prior to expiration.
- 4.2. Subject to the provisions set forth in Section 8 of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other party of intent to terminate. The following terms shall apply to termination:
 - 4.2.1 If either party has committed a material breach of this contract, the other party must give written notice of such breach as set forth herein. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the party in breach fails to correct or cure the breach within 30 days, the other party may terminate the contract on 30 days' notice without penalty.
 - 4.2.2 Unless the provisions of paragraph 4.2.1 above are applicable, failure to provide a 30 day written notice of termination by the Provider will constitute default of this Agreement. In the case of default, the Provider agrees to pay all current fees through the date of termination as well as an additional \$15.00 per ticket for all tickets submitted to the Contractor over the past 30 days, said fee being necessary to compensate Contractor for work including claims submitted and/or appealed but not yet paid.
 - 4.2.3 For a period of ninety (90) days following the date of termination ("Wind Down Period"), Contractor shall continue collections efforts on the claims billed up to and including the date of termination ("Legacy claims") on condition that Provider is in good standing and current with all payments due to Contractor agreed upon herein. Contractor's Responsibilities outlined in Section 1 shall continue in the normal course of business with respect to the Legacy Claims. At the termination of the Wind Down Period, Contractor shall provide a final report on all outstanding Legacy Claims and an accounting and statistical report from collections activities during the Wind Down Period.
 - 4.2.4 Additionally, it is agreed and understood that all patient care documentation is and shall remain the sole property of Provider. Provider shall have access to this documentation for a period of 60 days after termination of this Agreement. During that time, Provider may run reports, print/copy said documents, or complete State reporting. After that



time, and if all of Contractor's invoices are paid in full, Contractor will provide a back-up of Contractor PCR records via a PDF format extract. There shall be no other action required of Contractor after termination except as expressly set forth herein or unless separately agreed upon by the Parties. All billing data including but not limited to final reports, current balances, insurance claims status, etc. is and shall remain the sole property of Contractor until such time as it is purchased by full and final payment of all outstanding invoices by Provider.

5. LIMITATIONS OF LIABILITY

- 5.1 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 Providers employees shall train them in Medicare compliance practices.
- 5.2 In connection with this Agreement, Contractor warrants and represents 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. Provider is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Provider, 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 as set forth in Section 1 of this Agreement.

- 5.3 The Contractor shall not be liable for any failures on the part of the Provider 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 or failure of Provider to perform its obligations set forth in Part 2 of this Agreement. This limitation is specifically excluded from any actual or implied warranty set forth in Section 5.2. 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.
- 5.4 The Contractor shall have no liability for the services provided by the Provider, 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 Provider for funds collected by the Contractor on behalf of the Provider.
- 5.5 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 thereof, and shall hold the Provider harmless from any and all such payments.

6. CONFIDENTIALITY

- 6.1 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 information regarding patients, families, or employees, whether in writing or video or other media, 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).
- 6.2 The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employees 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.
- 6.3 All Contractor employees understand it is their responsibility to:
 - 6.3.1 Comply with the HIPAA Privacy Policy;
 - 6.3.2 Protect and respect the privacy of patients and their information;



- 6.3.3 Not access data on patients for whom they do not have responsibility and/or for whom they do not have a "need to know";
 - 6.3.4 Keep information confidential and not disclose it to others, including employees, patients, and patient's family members unless properly authorized;
 - 6.3.5 Refrain from conversation about information protected by the Privacy Policy;
 - 6.3.6 Refer all requests and inquiries for confidential information to those who are responsible for release of information;
- 6.4 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.
- 6.5 The Provider 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.

7. 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 Provider elects to have Contractor host Provider'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: 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 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.

- 7.1 All software provided to Provider is provided for use only and is not permanently licensed to or owned by Provider. 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 Provider upon request.
- 7.2 Accessibility: it is agreed and understood that data may be inaccessible at times due to upgrades and maintenance to the system. Contractor will endeavor to give to Provider three (3) days' notice of any scheduled upgrade or maintenance.
- 7.3 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



7.4 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. Contractor reserves the right to select, change or discontinue the Data Center vendor at any time.

7.5 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 Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.

By initialing here, Provider hereby acknowledges that they elect the data hosting option and agree to the additional terms set forth above: N/A

By initialing here, Contractor hereby acknowledges that they will provide the data hosting option and agree to the additional terms set forth above: _____



8. GENERAL PROVISIONS

- 8.1 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. Both parties agree that they have had ample time and opportunity to review this agreement and that this agreement and all of its provisions have been read and that the parties intended to be bound by these terms.
- 8.2 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.
- 8.3 This Agreement shall be governed by, construed and interpreted pursuant to the laws of the State of TENNESSEE.
- 8.4 Non-Employment: Both parties agree not to hire or solicit for employment an employee of the other party for a term or at least one (1) year after the termination of this Agreement.
- 8.5 Force Majeure: In the event of acts of nature or other disasters including fire, flood, earthquake, terrorism, theft, blizzard, war, or similar circumstances causing the inability to perform under this contract, neither party shall be responsible for performance under this Agreement until such time as the issue is remedied and operations can reasonably be resumed.



- 8.6 Non-Assignment: This Agreement is not assignable to any third party without express written permission of both parties.
- 8.7 Headings are used herein as general terms and shall not be interpreted as limiting or effecting the contractual obligations contained herein.
- 8.8 Notices required herein must be made in writing and submitted via U.S. mail AND with electronic copy as follows:

8.8.1 Provider or Client

Company Name:	Union County EMS
Attn:	Andrew Reed
Address (Line 1):	211 Mulberry Ave.
Address (Line 2):	
City, State, Zip:	Maynardville, TN 37807
Email:	ucems 301@comcast.net

8.8.2 Contractor

Company Name:	EMS Consultants
Attn:	Attn: Terry Noel, COO
Address (Line 1):	P.O. Box 2584
Address (Line 2):	
City, State, Zip:	LaGrange, GA 30241
Email:	TNOEL@emscld.com



Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5460

9. SIGNATURE SECTION

Executed this _____ day of _____ 20__

CONTRACTOR:

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

By: _____

Name: Rick Tibbetts, CEO

Title: CEO

PROVIDER:

By: _____

Name: Andrew Reed

Title: EMSDirector

