



Policy

Compliance

Payment Card Industry (PCI) Data Security Standard

Signature:

Prepared by: David Frid

Effective Date: August 25, 2014

Last Review: August 22, 2014

Location of Policy: P:\EMS\MC Policy and Procedure Manual\Policy's

Purpose

Credit card processing activities and related technologies must comply with the Payment Card Industry Data Security Standard (PCI-DSS) in its entirety. Full details of the current standards can be found on the [PCI Security Standards Council](#) web site. This document details EMS Management & Consultants, Inc. corporate accountability standard and compliance to the PCI-DSS. No activity may be conducted nor any technology employed that might obstruct compliance with any portion of the PCI-DSS. This policy shall be reviewed at least annually and updated as needed to reflect changes to business objectives or the risk environment.

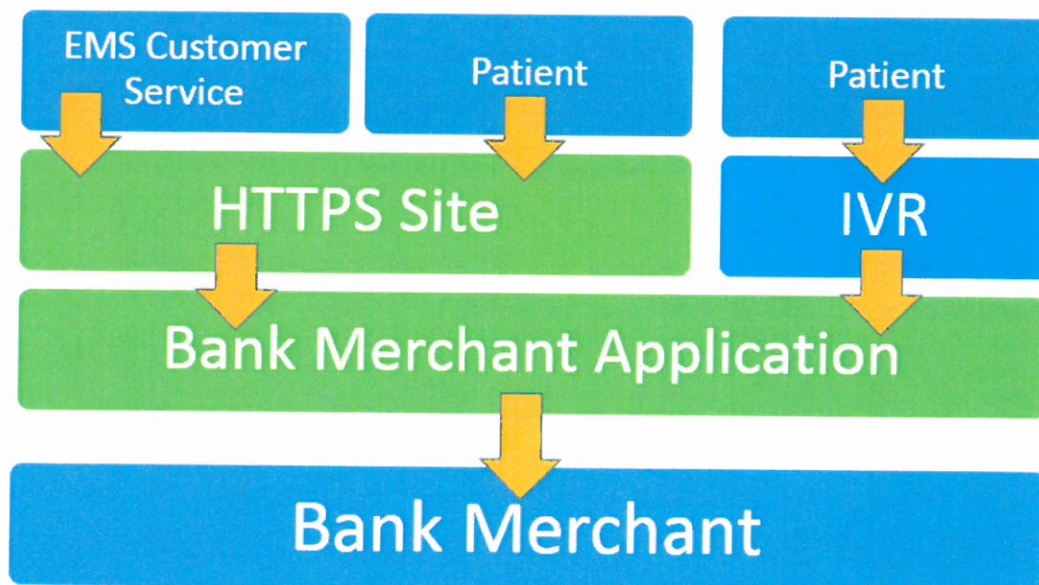
Persons Affected

All employees, volunteers, trainees, contract employees and other persons or businesses whose conduct, in the performance of work for EMS|MC, is under the direct control of EMS|MC, whether or not they are paid by EMS|MC.

Handling of Cardholder Data

EMS|MC accepts credit cards from patients on behalf of its customers. EMS|MC uses application software provided by its credit card vendor installed on a separate website to accept payments. Payments can be made directly by patients either on the secured website or through an interactive voice response (IVR) system. Payments made using the IVR, are transmitted to the web application using a secured connection. Some payments are accepted over the phone by our Customer Service department and entered directly into the secured website on behalf of the patient. All payments are securely transmitted to the Bank Merchant using its software, as depicted below.

Accepting Credit Cards



Adherence to Standards

Configuration standards must be maintained for applications, network components, critical servers, and wireless access points. These standards must be consistent with industry-accepted hardening standards.

General Requirements

- Credit card merchant accounts must be approved by the CFO.
- Management and employees must be familiar with and adhere to the PCI-DSS requirements of the PCI Security Standards Council.
- Management in departments accepting credit cards must conduct an annual self-assessment against the requirements and report results to the Compliance Coordinator. All employees involved in processing credit card payments sign a statement that they have read, understood, and agree to adhere to Information Security policies of EMS|MC and this policy
- Any proposal for a new process (electronic or paper) related to the storage, transmission or processing of credit card data must be brought to the attention of and be approved by the CFO.
- Credit card information must not be entered/stored on EMS|MC network servers, workstations, or laptops
- Credit card information must not be transmitted via email
- Web payments must be processed using a PCI-compliant service provider approved by the CFO. Credit card numbers must NOT be entered into a web page of a server hosted on the EMS|MC network
- Any paper documents containing credit card information should be limited to only information required to transaction business, only those individuals who have a business need to have access, should be in a secure location, and must be destroyed via approved methods once business needs no longer require retention.
- All credit card processing machines must be programmed to print-out only the last four or first six characters of a credit card number.
- Securely dispose of sensitive cardholder data when no longer needed for reconciliation, business or legal purposes. In no instance shall this exceed 45 days and should be limited whenever possible to only 3 business days. Secured destruction must be via shredding either in house or with a third-party provider with certificate of disposal
- Neither the full contents of any track for the magnetic strip nor the three-digit card validation code may be stored in a database, log file, or point of sale product.

Technical Implementation

The Infrastructure Services team is responsible for building and maintaining the line of business and other systems used to access PCI information to meet the requirements below.

- Build and Maintain a Secure Network
- Updating of anti-virus software and definitions
- Provision for installation of all relevant new security patches
- Prohibition of group and shared passwords
- Maintain a Vulnerability Management Program
- Implement Strong Access Control Measures
- Regularly Monitor and Test Networks

- Maintain an Information Security Policy

System and Application Administrators shall:

- Monitor and analyze security alerts, summarize information and distribute to appropriate personnel
- Administer user accounts and manage authentication
- Monitor and control all access to data
- Maintain a list of service providers
- Ensure there is a process for engaging service providers including proper due diligence prior to engagement
- Maintain a program to verify service providers' PCI-DSS compliant status, with supporting documentation
- Retain audit logs for at least one year

Although electronic storage of credit card data is prohibited by this policy, EMS|MC will perform a quarterly Network scan to insure that the policy has not been violated

Procedures for data control must be maintained by each department and must incorporate the following:

- Access rights to privileged User IDs are restricted to least privileges necessary to perform job responsibilities
- Assignment of privileges is based on individual personnel's job classification and function
- Requirement for an authorization form signed by management that specifies required privileges
- Implementation of an automated access control system

Storage and Disposal

Distribution, maintenance, and storage of media containing cardholder data, must be controlled, including that distributed to individuals. Procedures must include periodic media inventories in order to validate the effectiveness of these controls. Procedures for data retention and disposal must be maintained by each department and must include the following:

- Legal, regulatory, and business requirements for data retention, including specific requirements for retention of cardholder data
- Provisions for disposal of data when no longer needed for legal, regulatory, or business reasons, including disposal of cardholder data
- A process to remove, at least on a quarterly basis, stored cardholder data that exceeds business retention requirements, or, alternatively, an audit process, conducted at least on a quarterly basis, to verify that stored cardholder data does not exceed business retention requirements
- Destruction of media when it is no longer needed for business or legal reasons as follows:
 - Cross-cut shred, incinerate, or pulp hardcopy materials
 - Purge, degauss, shred, or otherwise destroy electronic media such that data cannot be reconstructed

Workforce Training

The organization shall train all members of its workforce on the policies and procedures with respect to PHI as necessary and appropriate for the members to carry out their job responsibilities annually.

Third Party Vendors (Processors, Software Providers, Payment Gateways, or Other Service Providers)

The CFO must approve each merchant bank or processing contact of any third-party vendor that is engage in, or propose to engage in, the processing or storage of transaction data on behalf of Clark—regardless of the manner or duration of such activities.

Insure that all third-party vendors adhere to all rules and regulations governing cardholder information security.

Contractually require that all third parties involved in credit card transactions meet all PCI security standards, and that they provide proof of compliance and efforts at maintaining ongoing compliance.

Access to Cardholder Data

Credit card numbers must be masked when displaying cardholder data. Those with a need to see full credit card numbers must request an exception to this policy using the exception process to the Compliance Manager.

Roles and Responsibilities

The Compliance Manager shall serve as the Coordinator of the policy which includes responsibility for notifying the Information Security Officer, applicable Department Heads and Data Managers about changes to the policy. S/he will be assisted by the Incident Response team, as needed.

The Compliance Manager (or equivalent) is responsible for overseeing all aspects of information security, including but not limited to:

- Creating and distributing security incident response and escalation procedures that include:
 - Roles, responsibilities, and communication
 - Coverage and responses for all critical system components
 - Notification, at a minimum, of credit card associations and acquirers
- Maintaining a formal security awareness program for all employees that provides multiple methods of communicating awareness and educating employees (for example, posters, letters, meetings)
- Plans for periodic training
- A process for evolving the incident response plan according to lessons learned and in response to industry developments
- Creating and distributing security policies and procedures
- Analysis of legal requirements for reporting compromises

The Chief Information Officer (or equivalent) is responsible for overseeing all aspects of information security, including but not limited to:

- Strategy for business continuity post compromise
- Reference or inclusion of incident response procedures from card associations
- Annual testing
- Designation of personnel to monitor for intrusion detection, intrusion prevention, and file integrity monitoring alerts on a 24/7 basis
- Executing an annual risk assessment process that identifies threats, vulnerabilities, and results in a formal risk assessment.

The Infrastructure Services Director (or equivalent) shall maintain daily administrative and technical operational security procedures that are consistent with the PCI-DSS (for example, user account maintenance procedures, and log review procedures). This role is also responsible for monitoring and analyzing security alerts, reviewing security logs, follow-up on exceptions and distributing information to appropriate information security and business unit management personnel.

The CFO and General Counsel (or equivalent) will ensure that for service providers with whom cardholder information is shared:

- Written contracts require adherence to PCI-DSS by the service provider
- Written contracts include acknowledgement or responsibility for the security of cardholder data by the service provider

The Human Resources Office (or equivalent) is responsible for tracking employee participation in the security awareness program, including:

- facilitating participation upon hire and at least annually
- ensuring that employees acknowledge in writing at least annually that they have read and understand the company's information security policy
- screen potential employees prior to hire to minimize the risk of attacks from internal sources

Enforcement and Incident Response

The Compliance Manager will oversee enforcement of the policy. Additionally this individual will investigate any reported violations of this policy, lead investigations about credit card security breaches and may terminate access to protected information of any users who fail to comply with the policy in accordance with the EMS|MC Incident Response Plan. This plan is maintained separately and used to maintain consistent responses to security and compliance issues including PCI-DSS, as follows.

- Discovery of Incident or Breach
- Incident/Breach Investigation
- Risk Assessment
- Notification, including
 - Content of the Notice
 - Methods of Notification
 - Timeliness of Notification

- Delay of Notification Authorized for Law Enforcement Purposes
 - Notice to Compliance Organizations
 - Notice to Media
- Maintenance of Incident Information/Log
- Business Associate Responsibilities
- Sanctions
- Retaliation/Waivers

Document History

Change Date	Summary of Changes	Responsible Party
8/25/14	Updated Policy to reflect current infrastructure and standards.	David Frid

Attachment D:
Sample Reports Package
Confidential



Sample Reports Package

Import Confirmation Report for 2011-01-19

Example County EMS

<u>Run#</u>	<u>Patient Name</u>	<u>DOS</u>	<u>Date Imported</u>	<u>Name of Squad</u>	<u>Trip/Incident#</u>
11-26650	SAMPLE, NAME	2011-01-04	2011-01-19		12189342
11-26681	SAMPLE, NAME	2011-01-06	2011-01-19		12213269
11-26743	SAMPLE, NAME	2011-01-09	2011-01-19		12246757
11-26878	SAMPLE, NAME	2011-01-12	2011-01-19		12277555
11-26880	SAMPLE, NAME	2011-01-12	2011-01-19		12277887
11-26881	SAMPLE, NAME	2011-01-12	2011-01-19		12278063
11-26891	SAMPLE, NAME	2011-01-12	2011-01-19		12279050
11-26899	SAMPLE, NAME	2011-01-12	2011-01-19		12279974
11-26901	SAMPLE, NAME	2011-01-12	2011-01-19		12280258
11-26912	SAMPLE, NAME	2011-01-12	2011-01-19		12280499
11-26916	SAMPLE, NAME	2011-01-12	2011-01-19		12280641
11-26918	SAMPLE, NAME	2011-01-12	2011-01-19		12280927
11-26942	SAMPLE, NAME	2011-01-12	2011-01-19		12282543
11-26950	SAMPLE, NAME	2011-01-12	2011-01-19		12283215
11-26955	SAMPLE, NAME	2011-01-12	2011-01-19		12283818
11-26960	SAMPLE, NAME	2011-01-12	2011-01-19		12284033
11-26963	SAMPLE, NAME	2011-01-12	2011-01-19		12284191
11-26965	SAMPLE, NAME	2011-01-12	2011-01-19		12284394
11-26972	SAMPLE, NAME	2011-01-13	2011-01-19		12285040
11-26979	SAMPLE, NAME	2011-01-13	2011-01-19		12285408
11-27239	SAMPLE, NAME	2011-01-15	2011-01-19		12310713
11-27249	SAMPLE, NAME	2011-01-15	2011-01-19		12311393
11-27261	SAMPLE, NAME	2011-01-15	2011-01-19		12312088
11-27267	SAMPLE, NAME	2011-01-15	2011-01-19		12312437
11-27269	SAMPLE, NAME	2011-01-15	2011-01-19		12312487
11-27272	SAMPLE, NAME	2011-01-15	2011-01-19		12312803
11-27279	SAMPLE, NAME	2011-01-15	2011-01-19		12314106
11-27288	SAMPLE, NAME	2011-01-15	2011-01-19		12315311
11-27293	SAMPLE, NAME	2011-01-16	2011-01-19		12316066
11-27954	SAMPLE, NAME	2011-01-16	2011-01-19		12343123

Example County EMS

Trip Count: 30

Confirmation of Electronic Claims with Batch ID

Example County EMS

Customer Name	Trip Date	Run #	Batch ID
SAMPLE, NAME	1/4/2011	2011-026650	SAMP, = 20110119JU
SAMPLE, NAME	1/6/2011	2011-026681	SAMP, = 20110119JU
SAMPLE, NAME	1/9/2011	2011-026743	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026878	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026880	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026881	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026891	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026899	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026901	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026912	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026916	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026918	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026942	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026950	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026955	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026960	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026963	SAMP, = 20110119JU
SAMPLE, NAME	1/12/2011	2011-026965	SAMP, = 20110119JU
SAMPLE, NAME	1/13/2011	2011-026972	SAMP, = 20110119JU
SAMPLE, NAME	1/13/2011	2011-026979	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027239	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027249	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027261	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027267	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027269	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027272	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027279	SAMP, = 20110119JU
SAMPLE, NAME	1/15/2011	2011-027288	SAMP, = 20110119JU
SAMPLE, NAME	1/16/2011	2011-027293	SAMP, = 20110119JU
SAMPLE, NAME	1/16/2011	2011-027954	SAMP, = 20110119JU

Example County EMS

Grand Total Trip Count: 30

Batch Confirmation Report**Example County EMS**

<u>Payer</u>	<u>Patient</u>	<u>DOS</u>	<u>RunNum</u>	<u>Batch ID</u>	<u>Trip/IncidentNu</u>	<u>Charge Description</u>	<u>Units</u>	<u>Total</u>
MEDICARE	SAMPLE, NAME	01/04/11	26,650	SAMP, = 20110119JU	12189342	ALS Mileage - SAMP	8.20	98.40
MEDICARE	SAMPLE, NAME	01/04/11	26,650	SAMP, = 20110119JU	12189342	ALS Emerg Transport - SAMP	1.00	490.00
BILL PATIENT	SAMPLE, NAME	01/06/11	26,681	SAMP, = 20110119JU	12213269	ALS Emerg Transport - SAMP	1.00	490.00
BILL PATIENT	SAMPLE, NAME	01/06/11	26,681	SAMP, = 20110119JU	12213269	ALS Mileage - SAMP	10.00	120.00
MEDICARE	SAMPLE, NAME	01/09/11	26,743	SAMP, = 20110119JU	12246757	ALS Mileage - SAMP	1.10	13.20
MEDICARE	SAMPLE, NAME	01/09/11	26,743	SAMP, = 20110119JU	12246757	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,878	SAMP, = 20110119JU	12277555	A2 Comprehen Transport - SAMP	1.00	700.00
MEDICARE	SAMPLE, NAME	01/12/11	26,878	SAMP, = 20110119JU	12277555	ALS Mileage - SAMP	2.30	27.60
MEDICAID	SAMPLE, NAME	01/12/11	26,880	SAMP, = 20110119JU	12277887	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,881	SAMP, = 20110119JU	12278063	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,881	SAMP, = 20110119JU	12278063	ALS Mileage - SAMP	17.70	212.40
MEDICARE	SAMPLE, NAME	01/12/11	26,891	SAMP, = 20110119JU	12279050	BLS Mileage - SAMP	3.00	36.00
MEDICARE	SAMPLE, NAME	01/12/11	26,891	SAMP, = 20110119JU	12279050	BLS Emerg Transport - SAMP	1.00	410.00
BILL PATIENT	SAMPLE, NAME	01/12/11	26,899	SAMP, = 20110119JU	12279974	ALS Emerg Transport - SAMP	1.00	490.00
BILL PATIENT	SAMPLE, NAME	01/12/11	26,899	SAMP, = 20110119JU	12279974	ALS Mileage - SAMP	10.30	123.60
MEDICARE	SAMPLE, NAME	01/12/11	26,901	SAMP, = 20110119JU	12280258	ALS Mileage - SAMP	0.10	1.20
MEDICARE	SAMPLE, NAME	01/12/11	26,901	SAMP, = 20110119JU	12280258	ALS Emerg Transport - SAMP	1.00	490.00
MEDICAID	SAMPLE, NAME	01/12/11	26,912	SAMP, = 20110119JU	12280499	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,916	SAMP, = 20110119JU	12280641	BLS Emerg Transport - SAMP	1.00	410.00
MEDICARE	SAMPLE, NAME	01/12/11	26,916	SAMP, = 20110119JU	12280641	BLS Mileage - SAMP	9.40	112.80
HUMANA GOLD (MCR)	SAMPLE, NAME	01/12/11	26,918	SAMP, = 20110119JU	12280927	ALS Mileage - SAMP	19.00	228.00
HUMANA GOLD (MCR)	SAMPLE, NAME	01/12/11	26,918	SAMP, = 20110119JU	12280927	ALS Emerg Transport - SAMP	1.00	490.00
MEDICAID	SAMPLE, NAME	01/12/11	26,942	SAMP, = 20110119JU	12282543	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,950	SAMP, = 20110119JU	12283215	ALS Mileage - SAMP	5.50	66.00
MEDICARE	SAMPLE, NAME	01/12/11	26,950	SAMP, = 20110119JU	12283215	ALS Emerg Transport - SAMP	1.00	490.00
MEDICAID	SAMPLE, NAME	01/12/11	26,955	SAMP, = 20110119JU	12283818	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,960	SAMP, = 20110119JU	12284033	ALS Emerg Transport - SAMP	1.00	410.00
MEDICARE	SAMPLE, NAME	01/12/11	26,960	SAMP, = 20110119JU	12284033	ALS NonEmerg Transport - SAMP	50.50	606.00
MEDICARE	SAMPLE, NAME	01/12/11	26,963	SAMP, = 20110119JU	12284191	ALS Mileage - SAMP	8.70	104.40
MEDICARE	SAMPLE, NAME	01/12/11	26,963	SAMP, = 20110119JU	12284191	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,965	SAMP, = 20110119JU	12284394	ALS Emerg Transport - SAMP	1.00	490.00
MEDICARE	SAMPLE, NAME	01/12/11	26,965	SAMP, = 20110119JU	12284394	ALS Mileage - SAMP	3.20	38.40
MEDICAID	SAMPLE, NAME	01/13/11	26,972	SAMP, = 20110119JU	12285040	ALS Emerg Transport - SAMP	1.00	490.00
BILL PATIENT	SAMPLE, NAME	01/13/11	26,979	SAMP, = 20110119JU	12285408	ALS Emerg Transport - SAMP	1.00	490.00

BILL PATIENT	SAMPLE, NAME	01/13/11	26,979	SAMP, = 20110119JU	12285408	ALS Mileage - SAMP	28.40	340.80
MEDICARE	SAMPLE, NAME	01/15/11	27,239	SAMP, = 20110119JU	12310713	ALS Mileage - SAMP	50.00	600.00
MEDICARE	SAMPLE, NAME	01/15/11	27,239	SAMP, = 20110119JU	12310713	ALS NonEmerg Transport - SAMP	1.00	410.00
MEDICAID	SAMPLE, NAME	01/15/11	27,249	SAMP, = 20110119JU	12311393	ALS Emerg Transport - SAMP	1.00	490.00
MEDICAID	SAMPLE, NAME	01/15/11	27,261	SAMP, = 20110119JU	12312088	ALS Emerg Transport - SAMP	1.00	490.00
BILL PATIENT	SAMPLE, NAME	01/15/11	27,267	SAMP, = 20110119JU	12312437	ALS Emerg Transport - SAMP	1.00	490.00
BILL PATIENT	SAMPLE, NAME	01/15/11	27,267	SAMP, = 20110119JU	12312437	ALS Mileage - SAMP	2.20	26.40
MEDCOST/NC-3	SAMPLE, NAME	01/15/11	27,269	SAMP, = 20110119JU	12312487	ALS Mileage - SAMP	1.00	12.00
MEDCOST/NC-3	SAMPLE, NAME	01/15/11	27,269	SAMP, = 20110119JU	12312487	ALS Emerg Transport - SAMP	1.00	490.00
UNITED HEALTHCARE (EAST)	SAMPLE, NAME	01/15/11	27,272	SAMP, = 20110119JU	12312803	ALS Emerg Transport - SAMP	1.00	490.00
UNITED HEALTHCARE (EAST)	SAMPLE, NAME	01/15/11	27,272	SAMP, = 20110119JU	12312803	ALS Mileage - SAMP	14.00	168.00
BILL PATIENT	SAMPLE, NAME	01/15/11	27,279	SAMP, = 20110119JU	12314106	BLS NonEmerg Transport - SAMP	1.00	410.00
BILL PATIENT	SAMPLE, NAME	01/15/11	27,279	SAMP, = 20110119JU	12314106	BLS Mileage - SAMP	36.70	440.40
MEDICAID	SAMPLE, NAME	01/15/11	27,288	SAMP, = 20110119JU	12315311	ALS Emerg Transport - SAMP	1.00	490.00
UNITED HEALTHCARE (EAST)	SAMPLE, NAME	01/16/11	27,293	SAMP, = 20110119JU	12316066	ALS Emerg Transport - SAMP	1.00	490.00
UNITED HEALTHCARE (EAST)	SAMPLE, NAME	01/16/11	27,293	SAMP, = 20110119JU	12316066	ALS Mileage - SAMP	10.00	120.00
MEDICARE	SAMPLE, NAME	01/16/11	27,954	SAMP, = 20110119JU	12343123	ALS Mileage - SAMP	0.90	10.80
MEDICARE	SAMPLE, NAME	01/16/11	27,954	SAMP, = 20110119JU	12343123	ALS Emerg Transport - SAMP	1.00	490.00
Grand Total:								
Total Calls:	30							\$ 18,016.40

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 07/25/2008 AND 07/25/2008; AND Exclude reversed credits; AND Company IS County
EMS; AND Credits IS Interest Payment (+) OR Payment - BCBS Adjustments OR Payment - Collection Agency OR Payment -
Credit Card OR ...

County EMS

<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Payments		
Payment - Credit Card		
Payment - Insurance	1	250.00
Payment - Medicaid	5	743.07
Payment - Medicare	5	477.50
Payment - Patient	1	292.28
Totals For Type	8	370.03
	<u>20</u>	<u>\$ 2,132.88</u>

Company Totals

23 **\$ 2,132.88**

Payment Credits by Payor (Deposit Date)

Deposit Date IS BETWEEN 07/25/2008 AND 07/25/2008; AND Company IS [REDACTED] AND Credits IS Interest Payment (+) OR Payment - BCBS Adjustments OR Payment - Collection Agency OR Payment - Credit Card OR Payment - Credit Card Mileage ...

Any Provider EMS

Payment - Credit Card

Customer Name	Date of Service	Trip #	Run #	Check #	Deposit Date	Credit Amount
Patient, Name	2008-06-16	3451751	251617	0	2008-07-25	\$250.00
						250.00

Payment - Insurance

Customer Name	Date of Service	Trip #	Run #	Check #	Deposit Date	Credit Amount
Patient, Name	2008-06-16	3454718	245744	2719857	2008-07-25	\$83.80
Patient, Name	2008-06-16	3454718	245744	2719857	2008-07-25	\$57.78
Patient, Name	2007-09-19	07012426A1	320902	2718976	2008-07-25	\$299.23
Patient, Name	2007-09-19	07012426A1	320902	2718976	2008-07-25	\$75.00
Patient, Name	2008-06-23	3487930	255528	59234084	2008-07-25	\$82.05
Patient, Name	2008-07-02	3535492	272713	51879426	2008-07-25	\$65.00
Patient, Name	2008-02-21	2874766	57553	59234084	2008-07-25	\$80.21
						743.07

Payment - Medicaid

Customer Name	Date of Service	Trip #	Run #	Check #	Deposit Date	Credit Amount
Patient, Name	2008-07-07	3558499	282635	7155039	2008-07-25	\$127.23
Patient, Name	2008-03-16	3022668	97998	7155039	2008-07-25	\$56.71
Patient, Name	2008-06-23	3484953	254701	7155039	2008-07-25	\$58.64
Patient, Name	2008-06-22	3480743	254604	7155039	2008-07-25	\$171.46
Patient, Name	2008-06-22	3482875	254665	7155039	2008-07-25	\$63.46
						477.50

Payment - Medicare

Customer Name	Date of Service	Trip #	Run #	Check #	Deposit Date	Credit Amount
Patient, Name	2008-06-23	3489442	255586	104778365	2008-07-25	\$287.14
Patient, Name	2008-06-23	3489442	255586	104778365	2008-07-25	\$5.14
						292.28

Customer Name	Date of Service	Trip #	Run #	Check #	Deposit Date	Credit Amount
Patient, Name	2008-02-13	2839397	52559	5591	2008-07-25	\$10.00
Patient, Name	2008-02-17	2853606	53650	5022	2008-07-25	\$25.00

Payment Credits by Payor (Deposit Date)

Deposit Date IS BETWEEN 07/25/2008 AND 07/25/2008; AND Company IS [REDACTED] AND Credits IS Interest Payment (+) OR Payment - BCBS Adjustments OR Payment - Collection Agency OR Payment - Credit Card OR Payment - Credit Card Mileage ...

Any Provider EMS

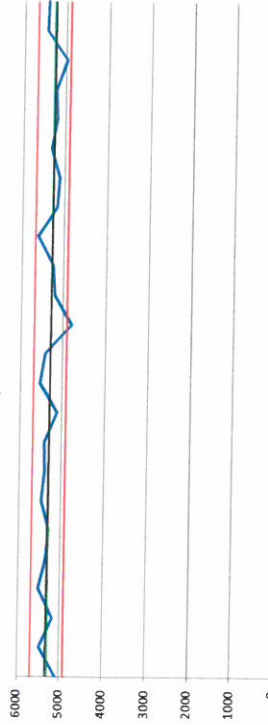
Patient, Name	2008-06-19	3466727	251793	1715	2008-07-25	\$75.63
Patient, Name	2008-06-19	3466921	251796	6244	2008-07-25	\$87.18
Patient, Name	2008-02-05	2799294	43338	963	2008-07-25	\$30.00
Patient, Name	2007-09-28	07012911B1	342474	1107	2008-07-25	\$41.59
Patient, Name	2008-05-28	3355064	213767	2663	2008-07-25	\$75.63
Patient, Name	2007-10-26	07014323A1	372066	1544	2008-07-25	\$25.00
						370.03
					Company Subtotal:	\$2,132.88
					Total Credit Amount:	\$2,132.88

	Trips	Net Coll.	CPT	AR Days
Average	5,298	1,593,693	288	85
Standard Dev	195	201,900	7	6
SD as % of Avg	4%	13%	2%	8%
Max				
Projection				
Avg as % of Proj				

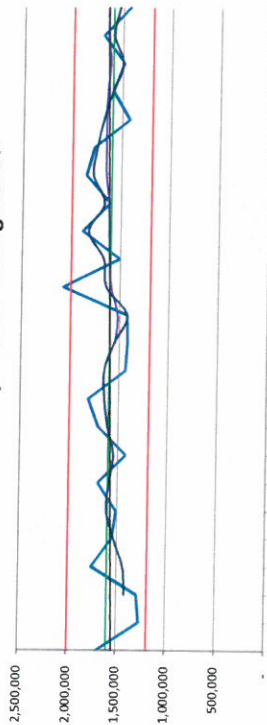
Billing Period	Trips	Net Coll.	CPT	AR Days
2012-02	5093	1,685,890	288	76
2012-03	5482	1,266,270	285	92
2012-04	5172	1,289,411	283	96
2012-05	5523	1,754,534	280	94
2012-06	5364	1,547,313	283	80
2012-07	5295	1,510,271	278	81
2012-08	5473	1,693,902	284	87
2012-09	5408	1,421,385	282	89
2012-10	5416	1,702,508	291	89
2012-11	5114	1,802,516	296	89
2012-12	5542	1,431,511	298	87
2013-01	5422	1,414,619	296	91
2013-02	4801	1,417,151	297	88
2013-03	5207	2,076,303	288	87
2013-04	5251	1,504,012	286	93
2013-05	5624	1,862,796	278	89
2013-06	5171	1,605,757	278	81
2013-07	5136	1,855,155	272	76
2013-08	5330	1,774,876	268	78
2013-09	5198	1,416,721	265	80
2013-10	5237	1,569,996	251	79
2013-11	4987	1,481,062	234	82
2013-12	5465	1,690,007	201	70
2014-01	5443	1,424,865	55	81

12 Mth Rolling Avg.	1,643,225
3 Mth Rolling Avg.	1,531,978
3M(L) Run 12	(111,247)
% 3 of 12	93%

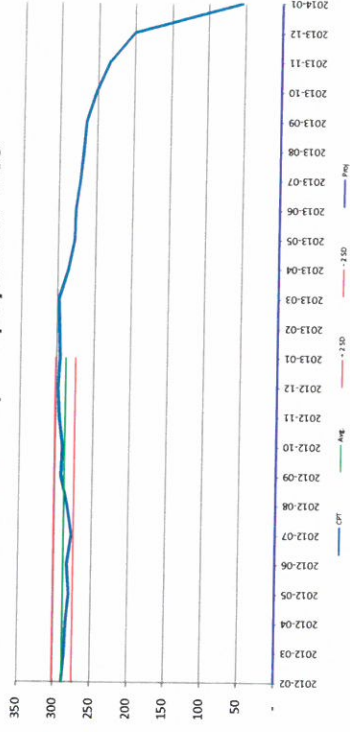
Trips by Month - DOS



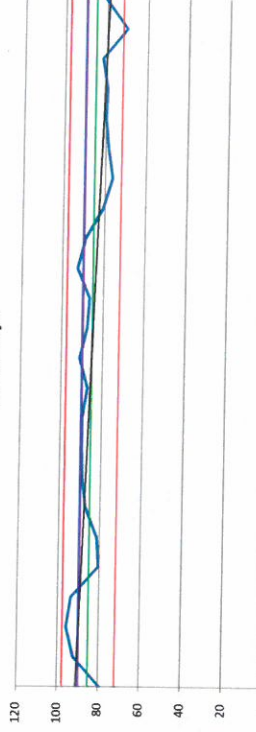
Net Collections by Month - Billing Period



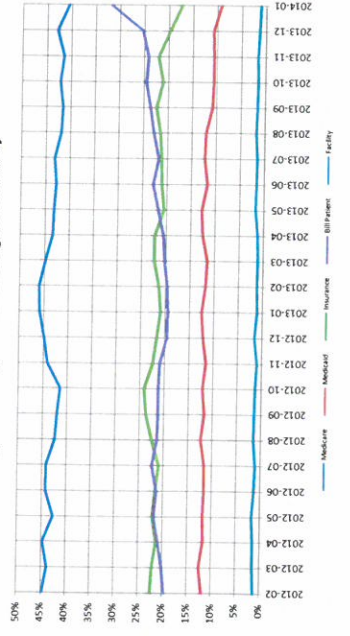
Net Collections per Trip by Month - DOS



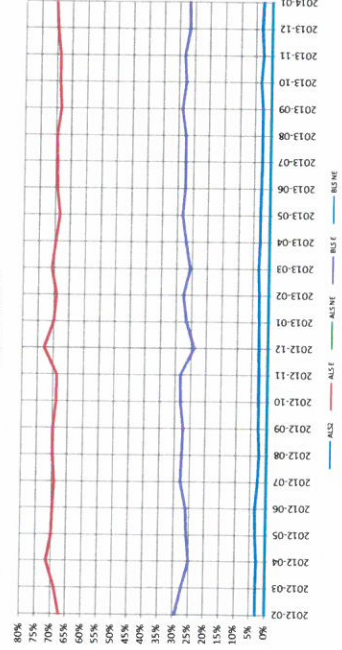
A/R Days



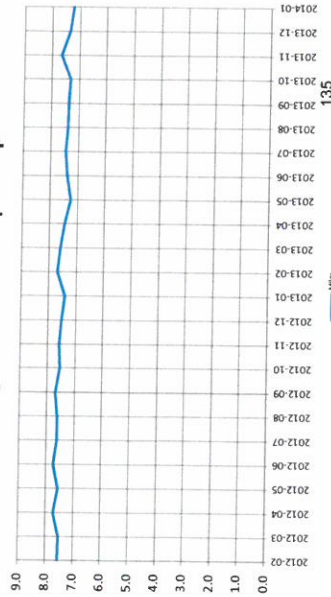
Payor Mix (Gross Charges Based)



Run Mix



Average Loaded Miles per Trip



Account Analysis by Month (Date of Service Based)

Sample County EMS

Trip Date IS BETWEEN 01/01/2011 AND 12/31/2011; AND Status IS Billed OR Closed OR Complete OR Verified; AND Primary Payor IS NOT <None>; AND Schedule IS NOT <None>

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adls	Payments	Writeoffs	Refunds	Balance Due	Gross Chg / Trip	Net Chg / Trip	Cash Coll / Trip	Net Coll %
2011-01	657	309,524.00	48,477.93	261,046.07	10.87	205,514.37	48,056.93	2,313.31	9,777.21	471.12	397.33	309.29	77.8%
2011-02	589	277,603.10	43,082.14	234,520.96	3.76	187,221.99	39,123.50	778.54	8,950.25	471.31	398.17	316.54	79.5%
2011-03	685	326,589.10	49,840.08	276,749.02	18.85	224,082.55	42,227.13	719.33	11,139.82	476.77	404.01	326.08	80.7%
2011-04	618	326,261.20	64,399.54	261,861.66	-1.74	186,890.11	60,066.59	758.66	15,665.36	527.93	423.72	301.18	71.1%
2011-05	678	362,582.40	72,964.69	289,617.71	17.76	217,319.20	59,540.19	1,541.58	14,282.14	534.78	427.16	318.26	74.5%
2011-06	572	302,194.26	59,037.25	243,157.01	27.29	177,978.72	43,892.96	893.01	22,151.05	528.31	425.10	309.59	72.8%
2011-07	655	353,674.20	74,740.14	278,934.06	23.72	203,772.58	48,226.54	140.43	27,051.65	539.96	425.85	310.89	73.0%
2011-08	680	369,360.50	76,413.02	292,947.48	35.34	211,104.19	45,066.00	273.20	37,015.15	543.18	430.81	310.05	72.0%
2011-09	640	345,708.20	64,807.72	280,900.48	2.91	197,195.52	10,912.39	285.99	73,075.65	540.17	438.91	307.67	70.1%
2011-10	638	341,161.30	61,949.96	279,211.34	11.86	181,905.98	1,125.60	0.00	96,167.90	534.74	437.64	285.12	65.1%
2011-11	596	322,491.30	57,490.21	265,001.09	15.35	155,103.18	0.00	99.29	109,981.85	541.09	444.63	260.07	58.5%
2011-12	555	285,376.10	46,018.43	239,357.67	0.00	41,205.48	0.00	0.00	198,152.19	514.19	431.28	74.24	17.2%
Total	7,563	3,922,525.66	719,221.11	3,203,304.55	165.97	2,189,293.87	398,237.83	7,803.34	623,410.22	518.65	423.55	288.44	68.1%

Prepared by: EMS Management & Consultants, Inc.

Printed on: 1/7/2012 at 7:49:22AM

Account Analysis by Month and Payor Type (Date of Service Based)

Sample County EMS

Trip Date IS BETWEEN 01/01/2011 AND 12/31/2011; AND Status IS Billed OR Closed OR Complete OR Verified; AND Primary Payor IS NOT <None>; AND Schedule IS NOT <None>

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adj	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Chg / Trip	Cash Coll / Trip	Net Coll %
Medicare													
2011-01	334	153,561.00	14,366.25	139,194.75	14.83	135,197.42	3,590.67	1,200.15	1,591.98	459.76	416.75	401.19	96.3%
2011-02	316	143,820.00	12,505.57	131,314.43	2.12	128,784.43	1,822.26	358.54	1,064.16	455.13	415.55	406.41	97.8%
2011-03	344	159,265.60	15,833.20	143,432.40	21.17	139,345.70	2,408.10	367.43	2,024.86	462.98	416.95	404.01	96.9%
2011-04	277	133,118.50	19,407.32	113,711.18	-2.90	110,888.60	1,778.58	0.00	1,046.90	480.57	410.51	400.32	97.5%
2011-05	334	173,949.80	27,077.36	146,872.44	17.74	141,990.27	3,706.52	385.28	1,543.19	520.81	439.74	423.97	96.4%
2011-06	290	142,493.90	22,171.39	120,322.51	29.28	115,672.29	3,627.41	214.31	1,207.84	491.36	414.91	398.13	96.0%
2011-07	306	157,751.10	24,725.95	133,025.15	7.47	125,650.89	2,686.52	140.43	4,820.70	515.53	434.72	410.16	94.4%
2011-08	328	169,332.30	25,635.02	143,697.28	15.22	135,309.87	1,249.08	0.00	7,123.11	516.26	438.10	412.53	94.2%
2011-09	312	167,370.40	25,837.26	141,533.14	0.00	134,844.65	81.34	135.99	6,743.14	536.44	453.63	431.76	95.2%
2011-10	323	165,389.20	25,836.34	139,552.86	8.76	131,196.81	0.00	0.00	8,347.29	512.04	432.05	406.18	94.0%
2011-11	270	140,106.30	20,074.59	120,031.71	8.66	104,580.50	0.00	99.29	15,541.84	518.91	444.56	386.97	87.0%
2011-12	270	135,531.90	20,434.18	115,097.72	0.00	33,470.76	0.00	0.00	81,626.96	501.97	426.29	123.97	29.1%
Ttl Medicare	3,704	1,841,690.00	253,904.43	1,587,785.57	122.35	1,436,932.19	20,950.48	2,901.42	132,681.97	497.22	428.67	387.16	90.3%
Medicaid													
2011-01	92	37,152.00	25,732.48	11,419.52	0.00	11,333.00	0.00	0.00	86.52	403.83	124.13	123.18	99.2%
2011-02	90	35,169.00	24,356.52	10,812.48	0.00	10,723.15	0.00	0.00	89.33	390.77	120.14	119.15	99.2%
2011-03	84	34,014.00	23,776.83	10,237.17	0.00	10,444.69	0.00	351.90	144.38	404.93	121.87	120.15	98.6%
2011-04	72	35,066.00	25,773.18	9,292.82	0.00	9,165.59	0.00	0.00	127.23	487.03	129.07	127.30	98.6%
2011-05	92	44,183.00	32,147.12	12,035.88	0.00	11,723.54	0.00	0.00	312.34	480.25	130.82	127.43	97.4%
2011-06	73	33,048.00	24,333.25	8,714.75	0.00	9,046.80	0.00	658.70	326.65	452.71	119.38	114.91	96.3%
2011-07	103	48,485.00	35,365.64	13,119.36	0.00	12,864.90	0.00	0.00	254.46	470.73	127.37	124.90	98.1%
2011-08	98	48,773.00	35,939.66	12,833.34	0.00	12,451.65	0.00	0.00	381.69	497.68	130.95	127.06	97.0%
2011-09	76	34,710.00	25,703.90	9,006.10	0.00	8,640.69	0.00	0.00	365.41	456.71	118.50	113.69	95.9%
2011-10	76	35,623.00	25,024.27	10,598.73	1.10	9,806.94	0.00	0.00	790.69	468.72	139.46	129.04	92.5%
2011-11	79	36,021.00	26,600.68	9,420.32	3.39	7,804.46	0.00	0.00	1,612.47	455.96	119.24	98.79	82.8%
2011-12	69	31,762.00	23,300.49	8,461.51	0.00	1,623.03	0.00	0.00	6,838.48	460.32	122.63	23.52	19.2%
Ttl Medicaid	1,004	454,006.00	328,054.02	125,951.98	4.49	115,628.44	0.00	1,010.60	11,329.65	452.20	125.45	114.16	91.0%

Account Analysis by Month and Payor Type (Date of Service Based)

Sample County EMS

Trip Date IS BETWEEN 01/01/2011 AND 12/31/2011; AND Status IS Billed OR Closed OR Complete OR Verified; AND Primary Payor IS NOT <None>; AND Schedule IS NOT <None>

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adis	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Chg / Trip	Cash Coll / Trip	Net Coll %
Insurance													
2011-01	155	79,028.00	8,379.20	70,648.80	-3.96	55,888.95	8,893.26	1,113.16	6,983.71	509.86	455.80	353.39	77.5%
2011-02	119	61,542.00	6,220.05	55,321.95	1.64	45,188.41	5,814.14	420.00	4,737.76	517.16	464.89	376.21	80.9%
2011-03	179	94,260.00	10,230.05	84,029.95	-2.32	71,812.66	6,405.43	0.00	5,814.18	526.59	469.44	401.19	85.5%
2011-04	179	104,975.00	19,219.04	85,755.96	1.16	64,872.52	10,130.01	758.66	11,510.93	586.45	479.08	358.18	74.8%
2011-05	153	89,327.00	13,740.21	75,586.79	0.02	61,099.99	8,203.57	1,156.30	7,439.51	583.84	494.03	391.79	79.3%
2011-06	131	81,077.90	12,532.61	68,545.29	-1.99	51,887.93	5,605.19	20.00	11,274.16	618.92	523.25	394.41	75.4%
2011-07	156	94,263.50	14,648.55	79,614.95	16.25	63,932.39	6,217.42	0.00	9,448.89	604.25	510.35	409.82	80.3%
2011-08	167	97,471.00	14,647.52	82,823.48	17.92	60,184.19	4,341.62	195.20	18,474.95	583.66	495.95	359.22	72.4%
2011-09	171	96,955.00	13,226.45	83,728.55	2.91	53,199.29	509.15	150.00	30,167.20	566.99	489.64	310.23	63.4%
2011-10	144	83,867.00	11,089.35	72,777.65	2.00	40,652.23	658.00	0.00	31,465.42	582.41	505.40	282.31	55.9%
2011-11	156	94,923.00	10,689.22	84,233.78	0.00	41,948.83	0.00	0.00	42,284.95	608.48	539.96	268.90	49.8%
2011-12	139	74,124.30	2,158.04	71,966.26	0.00	5,754.41	0.00	0.00	66,211.85	533.27	517.74	41.40	8.0%
Ttl Insurance	1,849	1,051,813.70	136,780.29	915,033.41	33.63	616,221.80	56,777.79	3,813.32	245,813.51	568.86	494.88	331.21	66.9%
Bill Patient													
2011-01	76	39,783.00	0.00	39,783.00	0.00	3,095.00	35,573.00	0.00	1,115.00	523.46	523.46	40.72	7.8%
2011-02	64	37,072.10	0.00	37,072.10	0.00	2,526.00	31,487.10	0.00	3,059.00	579.25	579.25	39.47	6.8%
2011-03	78	39,049.50	0.00	39,049.50	0.00	2,479.50	33,413.60	0.00	3,156.40	500.63	500.63	31.79	6.3%
2011-04	90	53,101.70	0.00	53,101.70	0.00	1,963.40	48,158.00	0.00	2,980.30	590.02	590.02	21.82	3.7%
2011-05	99	55,122.60	0.00	55,122.60	0.00	2,505.40	47,630.10	0.00	4,987.10	556.79	556.79	25.31	4.5%
2011-06	78	45,574.46	0.00	45,574.46	0.00	1,571.70	34,660.36	0.00	9,342.40	584.29	584.29	20.15	3.4%
2011-07	90	53,174.60	0.00	53,174.60	0.00	1,324.40	39,322.60	0.00	12,527.60	590.83	590.83	14.72	2.5%
2011-08	87	53,784.20	190.82	53,593.38	2.20	3,158.48	39,475.30	78.00	11,035.40	618.21	616.02	35.41	5.7%
2011-09	81	46,672.80	40.11	46,632.69	0.00	510.89	10,321.90	0.00	35,799.90	576.21	575.71	6.31	1.1%
2011-10	95	56,282.10	0.00	56,282.10	0.00	250.00	467.60	0.00	55,564.50	592.44	592.44	2.63	0.4%
2011-11	91	51,441.00	125.72	51,315.28	3.30	789.39	0.00	0.00	50,542.59	565.29	563.90	8.45	1.5%
2011-12	77	43,957.90	125.72	43,832.18	0.00	357.28	0.00	0.00	43,474.90	570.88	569.25	4.64	0.8%
Ttl Bill Patient	1,006	575,015.96	482.37	574,533.59	5.50	20,511.44	320,509.56	78.00	233,585.09	571.59	571.11	20.31	3.6%

Accounts Receivables Aging by Current Payor Report (Aging Date Based)

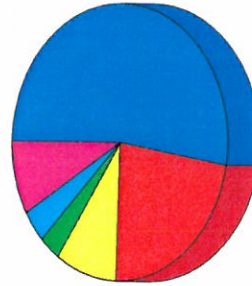
For Accounting Period Ending: December 31, 2011

Sample County EMS

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Bill Patient	145,312.13	116,560.90	46,284.24	12,816.83	6,341.43	8,325.40	335,640.93
Insurance	118,945.00	29,862.67	13,993.10	7,201.77	10,869.11	21,902.20	202,773.85
Medicaid	48,212.18	15,505.84	2,139.59	2,574.45	7,608.06	27,805.63	103,845.75
Medicare	63,788.84	1,337.36	2,714.57	398.92	2,444.39	3,553.95	74,238.03
Total	376,258.15	163,266.77	65,131.50	22,991.97	27,262.99	61,587.18	716,498.56

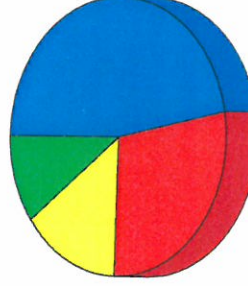
AR Aging Percent

For Sample County EMS



AR by Current Payor Category

For Sample County EMS

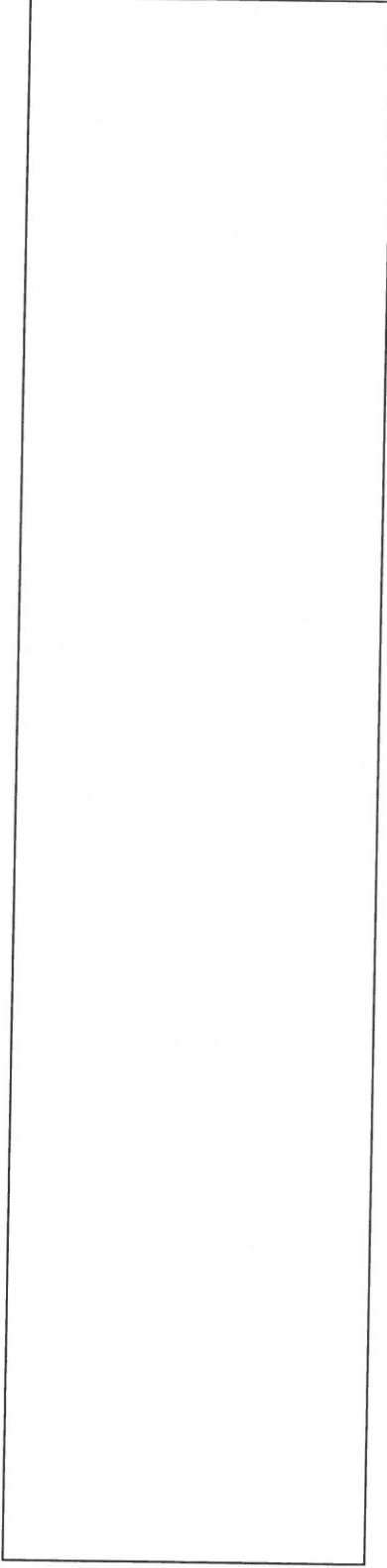


Accounts Receivables Reconciliation Report

Sample County EMS

For accounting period ended: December 31, 2011

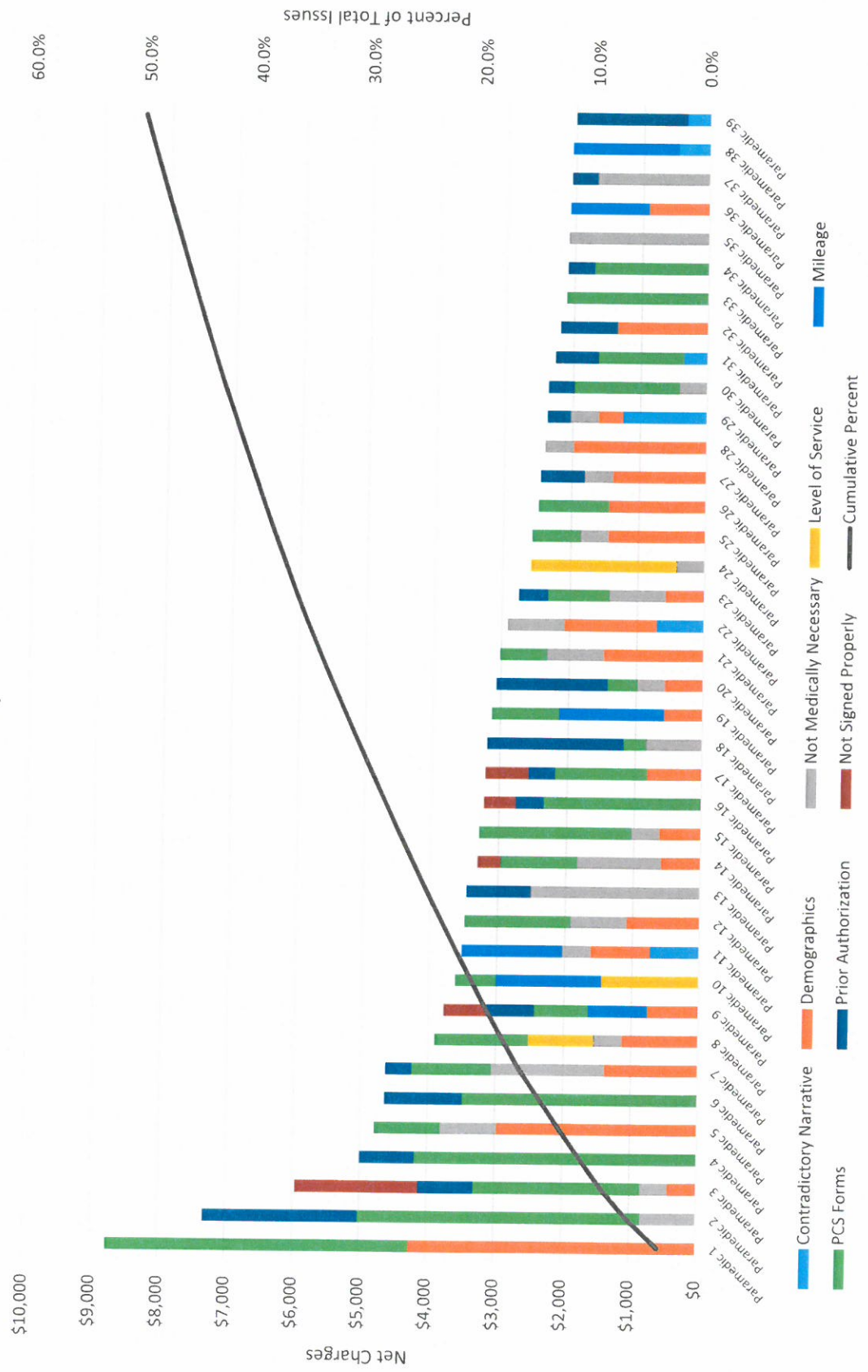
Month	Beginning A/R	Revenue Billed	Contractual Allowances	Net Charges	Rev Adj's	Payments	Write-offs	Refunds	Ending A/R
2011-07	839,116.74	311,380.31	76,628.31	234,752.00	31.72	227,060.52	80,463.91	-	766,312.59
2011-08	766,312.59	405,965.00	79,619.18	326,345.82	24.66	232,128.14	(5,410.52)	(1,260.33)	867,176.46
2011-09	867,176.46	349,034.40	64,749.41	284,284.99	(0.63)	211,594.02	119,743.22	(437.99)	820,562.83
2011-10	820,562.83	326,085.70	77,625.10	248,460.60	(6.00)	225,392.75	88,705.40	(3,539.05)	758,470.33
2011-11	758,470.33	288,024.20	55,636.20	232,388.00	16.35	196,132.06	61,237.09	(2,311.57)	735,784.40
2011-12	735,784.40	345,797.90	75,084.96	270,712.94	19.93	215,107.35	77,972.87	(3,101.37)	716,498.56
FY12 Totals	839,116.74	2,026,287.51	429,343.16	1,596,944.35	86.03	1,307,414.84	422,711.97	(10,650.31)	716,498.56



Prepared by: EMS Management & Consultants, Inc.

Printed On: 1/7/12 11:02 AM

County EMS
Documentation Issues by Paramedic
(19% of Paramedics Account for 50% of Issues)
May 2014

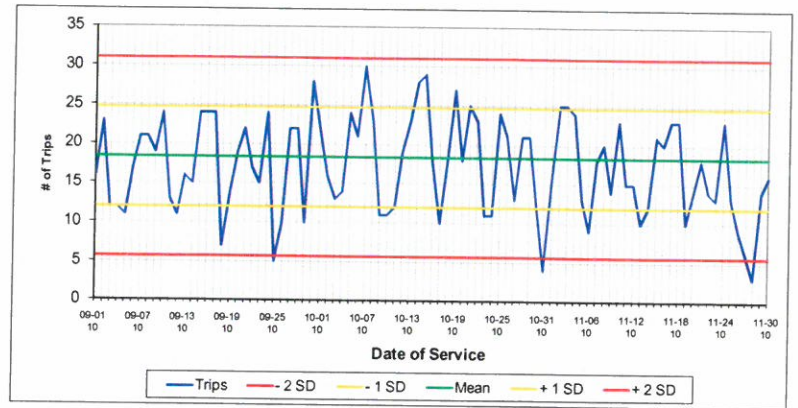


Example County EMS

As of: 12/27/2010

	Trips	- 1 SD	+ 1 SD	- 2 SD	+ 2 SD	Mean
2010-09-01	16	12.0	24.7	5.7	31.0	18.4
2010-09-02	23	12.0	24.7	5.7	31.0	18.4
2010-09-03	12	12.0	24.7	5.7	31.0	18.4
2010-09-04	12	12.0	24.7	5.7	31.0	18.4
2010-09-05	11	12.0	24.7	5.7	31.0	18.4
2010-09-06	17	12.0	24.7	5.7	31.0	18.4
2010-09-07	21	12.0	24.7	5.7	31.0	18.4
2010-09-08	21	12.0	24.7	5.7	31.0	18.4
2010-09-09	19	12.0	24.7	5.7	31.0	18.4
2010-09-10	24	12.0	24.7	5.7	31.0	18.4
2010-09-11	13	12.0	24.7	5.7	31.0	18.4
2010-09-12	11	12.0	24.7	5.7	31.0	18.4
2010-09-13	16	12.0	24.7	5.7	31.0	18.4
2010-09-14	15	12.0	24.7	5.7	31.0	18.4
2010-09-15	24	12.0	24.7	5.7	31.0	18.4
2010-09-16	24	12.0	24.7	5.7	31.0	18.4
2010-09-17	24	12.0	24.7	5.7	31.0	18.4
2010-09-18	7	12.0	24.7	5.7	31.0	18.4
2010-09-19	14	12.0	24.7	5.7	31.0	18.4
2010-09-20	19	12.0	24.7	5.7	31.0	18.4
2010-09-21	22	12.0	24.7	5.7	31.0	18.4
2010-09-22	17	12.0	24.7	5.7	31.0	18.4
2010-09-23	15	12.0	24.7	5.7	31.0	18.4
2010-09-24	24	12.0	24.7	5.7	31.0	18.4
2010-09-25	5	12.0	24.7	5.7	31.0	18.4
2010-09-26	10	12.0	24.7	5.7	31.0	18.4
2010-09-27	22	12.0	24.7	5.7	31.0	18.4
2010-09-28	22	12.0	24.7	5.7	31.0	18.4
2010-09-29	10	12.0	24.7	5.7	31.0	18.4
2010-09-30	28	12.0	24.7	5.7	31.0	18.4
2010-10-01	22	12.0	24.7	5.7	31.0	18.4
2010-10-02	16	12.0	24.7	5.7	31.0	18.4
2010-10-03	13	12.0	24.7	5.7	31.0	18.4
2010-10-04	14	12.0	24.7	5.7	31.0	18.4
2010-10-05	24	12.0	24.7	5.7	31.0	18.4
2010-10-06	21	12.0	24.7	5.7	31.0	18.4
2010-10-07	30	12.0	24.7	5.7	31.0	18.4
2010-10-08	23	12.0	24.7	5.7	31.0	18.4
2010-10-09	11	12.0	24.7	5.7	31.0	18.4
2010-10-10	11	12.0	24.7	5.7	31.0	18.4
2010-10-11	12	12.0	24.7	5.7	31.0	18.4
2010-10-12	19	12.0	24.7	5.7	31.0	18.4
2010-10-13	23	12.0	24.7	5.7	31.0	18.4
2010-10-14	28	12.0	24.7	5.7	31.0	18.4
2010-10-15	29	12.0	24.7	5.7	31.0	18.4
2010-10-16	18	12.0	24.7	5.7	31.0	18.4
2010-10-17	10	12.0	24.7	5.7	31.0	18.4
2010-10-18	18	12.0	24.7	5.7	31.0	18.4
2010-10-19	27	12.0	24.7	5.7	31.0	18.4
2010-10-20	18	12.0	24.7	5.7	31.0	18.4
2010-10-21	25	12.0	24.7	5.7	31.0	18.4
2010-10-22	23	12.0	24.7	5.7	31.0	18.4
2010-10-23	11	12.0	24.7	5.7	31.0	18.4
2010-10-24	11	12.0	24.7	5.7	31.0	18.4
2010-10-25	24	12.0	24.7	5.7	31.0	18.4
2010-10-26	21	12.0	24.7	5.7	31.0	18.4
2010-10-27	13	12.0	24.7	5.7	31.0	18.4
2010-10-28	21	12.0	24.7	5.7	31.0	18.4
2010-10-29	21	12.0	24.7	5.7	31.0	18.4
2010-10-30	12	12.0	24.7	5.7	31.0	18.4
2010-10-31	4	12.0	24.7	5.7	31.0	18.4
2010-11-01	16	12.0	24.7	5.7	31.0	18.4
2010-11-02	25	12.0	24.7	5.7	31.0	18.4
2010-11-03	25	12.0	24.7	5.7	31.0	18.4
2010-11-04	24	12.0	24.7	5.7	31.0	18.4
2010-11-05	13	12.0	24.7	5.7	31.0	18.4
2010-11-06	9	12.0	24.7	5.7	31.0	18.4
2010-11-07	18	12.0	24.7	5.7	31.0	18.4
2010-11-08	20	12.0	24.7	5.7	31.0	18.4
2010-11-09	14	12.0	24.7	5.7	31.0	18.4
2010-11-10	23	12.0	24.7	5.7	31.0	18.4
2010-11-11	15	12.0	24.7	5.7	31.0	18.4
2010-11-12	15	12.0	24.7	5.7	31.0	18.4
2010-11-13	10	12.0	24.7	5.7	31.0	18.4
2010-11-14	12	12.0	24.7	5.7	31.0	18.4
2010-11-15	21	12.0	24.7	5.7	31.0	18.4
2010-11-16	20	12.0	24.7	5.7	31.0	18.4
2010-11-17	23	12.0	24.7	5.7	31.0	18.4
2010-11-18	23	12.0	24.7	5.7	31.0	18.4
2010-11-19	10	12.0	24.7	5.7	31.0	18.4
2010-11-20	14	12.0	24.7	5.7	31.0	18.4
2010-11-21	18	12.0	24.7	5.7	31.0	18.4
2010-11-22	14	12.0	24.7	5.7	31.0	18.4
2010-11-23	13	12.0	24.7	5.7	31.0	18.4
2010-11-24	23	12.0	24.7	5.7	31.0	18.4
2010-11-25	13	12.0	24.7	5.7	31.0	18.4
2010-11-26	9	12.0	24.7	5.7	31.0	18.4
2010-11-27	6	12.0	24.7	5.7	31.0	18.4
2010-11-28	3	12.0	24.7	5.7	31.0	18.4
2010-11-29	14	12.0	24.7	5.7	31.0	18.4
2010-11-30	16	12.0	24.7	5.7	31.0	18.4

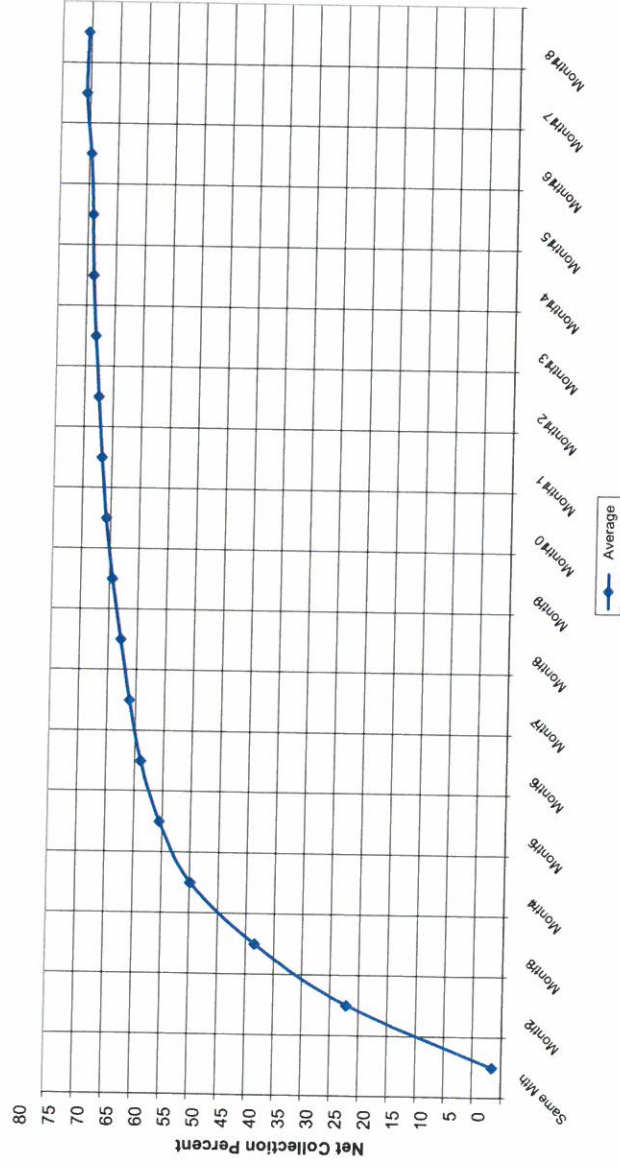
Trip Count Control Chart - Sep 01, 2010 to Nov 30, 2010



County EMS - Cumulative Net Collection Percent

Months from Date of Service	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Average
Same Mth	0.0	0.2	0.1	0.9	2.4	2.3	0.9	5.5	2.0	0.0	0.0	0.1	3.0	1.6	0.2	0.6	1.9	0.9	4.6	6.0	0.9	1.6
Month 2	2.5	2.8	30.9	31.7	29.1	32.4	29.4	32.1	16.9	12.2	16.2	35.4	32.9	39.3	9.9	12.7	31.8	47.4	49.5	34.8	39.4	27.1
Month 3	6.7	41.9	41.8	42.0	45.2	45.4	39.5	41.6	38.9	40.6	43.6	50.8	54.6	52.4	16.9	40.9	58.4	61.9	52.5	53.4		43.4
Month 4	44.5	50.6	49.8	49.8	51.5	51.3	45.8	44.9	50.3	50.3	54.0	59.3	61.9	60.6	59.9	62.2	67.9	63.6	65.2			54.9
Month 5	51.8	56.7	55.6	55.5	57.5	56.0	50.2	54.0	57.8	58.2	60.2	63.9	65.9	65.6	66.5	69.2	72.6	71.5				60.5
Month 6	57.0	60.3	59.6	60.6	60.0	57.8	57.1	60.8	63.1	63.4	64.0	67.5	69.7	68.6	69.8	72.7	74.8					63.9
Month 7	60.1	62.7	62.4	62.5	62.5	62.6	60.5	64.5	66.7	66.0	67.0	70.3	71.7	70.5	72.3	75.4						66.1
Month 8	61.7	64.6	64.3	64.3	66.5	65.7	63.5	66.8	69.8	68.0	69.0	72.2	74.0	73.2	73.4							67.8
Month 9	63.7	66.2	66.0	67.3	69.0	68.5	66.3	69.0	71.5	70.4	70.6	73.8	76.2	74.3								69.5
Month 10	64.8	67.2	68.7	68.8	71.0	71.4	68.3	70.3	73.2	71.4	72.1	75.2	77.2									70.7
Month 11	66.3	68.5	70.8	70.8	72.8	74.4	75.1	71.3	73.8	72.6	73.3	76.8										71.7
Month 12	67.6	70.1	72.3	72.5	74.4	75.1	70.6	71.7	75.0	74.3												72.5
Month 13	68.3	71.2	74.3	73.5	75.0	76.1	71.1	72.5	75.6	74.4												73.2
Month 14	69.5	72.6	75.1	73.9	76.1	76.9	71.5	73.0	76.1													73.8
Month 15	71.1	73.0	75.7	74.6	76.3	77.5	71.5	73.5														74.2
Month 16	71.3	73.6	76.3	75.0	76.5	77.9	71.9															74.6
Month 17	72.0	74.4	76.7	75.5	77.1	78.2																75.7
Month 18	72.9	74.6	77.1	75.3	77.3																	75.4

County EMS Cumulative Net Collection Percent
For Dates of Service 11-1-07 to 7-31-09 as of 8-27-09



Account Analysis by Month and Vehicle
 Trip Date IS BETWEEN 07/01/2008 AND 06/30/2009

County EMS

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adjs	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Charge / Trip	Cash Coll / Trip	Net Coll %
EMS-1													
2008-07	172	94,228.76	22,377.84	71,850.92	651.04	56,293.78	14,453.91	155.11	607.30	547.84	417.74	327.29	78.1%
2008-08	191	106,561.46	22,890.56	83,670.90	42.86	64,081.73	19,385.21	0.00	161.10	557.91	438.07	335.51	76.6%
2008-09	201	110,510.41	28,315.07	82,195.34	374.74	65,478.20	15,087.87	573.78	1,828.31	549.80	408.93	325.76	79.0%
2008-10	175	98,292.24	22,031.90	76,260.34	167.94	58,701.59	16,915.13	614.27	1,089.95	561.67	435.77	335.44	76.2%
2008-11	175	95,464.28	21,239.17	74,225.11	470.89	59,909.25	14,564.29	316.90	-402.42	545.51	424.14	342.34	80.3%
2008-12	175	98,336.70	22,834.73	75,501.97	851.22	56,913.96	16,979.99	611.83	1,368.63	561.92	431.44	325.22	74.6%
2009-01	164	89,891.89	22,902.15	66,989.74	36.28	52,146.20	14,297.93	513.26	1,022.59	548.12	408.47	317.96	77.1%
2009-02	164	90,850.86	21,344.69	69,506.17	56.45	55,853.20	12,283.41	342.19	1,655.30	553.97	423.82	340.57	79.9%
2009-03	198	111,035.02	25,262.79	85,772.23	229.69	70,458.81	12,981.26	0.00	2,102.47	560.78	433.19	355.85	82.1%
2009-04	177	98,608.62	18,732.94	79,875.68	11.03	55,792.17	18,634.08	1,000.00	6,438.40	557.11	451.28	315.21	68.6%
2009-05	163	91,390.37	23,998.93	67,391.44	8.02	51,969.70	7,119.88	92.10	8,385.94	560.68	413.44	318.83	77.0%
2009-06	179	100,118.87	21,100.39	79,018.48	29.11	55,644.74	12,173.26	0.00	11,171.37	559.32	441.44	310.86	70.4%
Ttl EMS-1	2,134	1,185,289.48	273,031.16	912,258.32	2,929.27	703,243.33	174,876.22	4,219.44	35,428.94	555.43	427.49	329.54	76.6%
EMS-2													
2008-07	118	66,730.00	16,417.99	50,312.01	564.78	38,754.83	10,993.64	573.76	572.52	565.51	426.37	328.43	75.9%
2008-08	120	69,109.37	14,659.04	54,450.33	482.88	47,524.60	7,463.26	567.00	-453.41	575.91	453.75	396.04	86.2%
2008-09	113	64,275.20	14,504.07	49,771.13	15.97	44,213.02	7,820.90	1,598.33	-680.43	568.81	440.45	391.27	85.6%
2008-10	115	66,426.77	14,121.06	52,305.71	307.06	41,863.60	10,375.54	318.95	78.46	577.62	454.83	364.03	79.4%
2008-11	104	57,906.01	12,854.24	45,051.77	270.75	40,756.83	4,612.11	774.82	186.90	556.79	433.19	391.89	88.7%
2008-12	106	61,766.00	13,412.37	48,353.63	458.25	40,041.24	7,057.15	709.66	1,506.65	582.70	456.17	377.75	81.3%
2009-01	93	53,222.39	10,585.00	42,637.39	299.09	33,593.81	7,715.41	83.86	1,112.94	572.28	458.47	361.22	78.6%
2009-02	100	56,821.46	10,891.18	45,930.28	41.87	37,808.14	6,036.06	0.00	2,044.21	568.21	459.30	378.08	82.3%
2009-03	133	76,346.86	17,629.73	58,717.13	154.15	50,002.95	8,413.49	79.74	226.28	574.04	441.48	375.96	85.0%
2009-04	112	63,015.76	13,586.65	49,429.11	116.36	41,719.00	6,412.35	135.00	1,316.40	562.64	441.33	372.49	84.1%
2009-05	113	64,533.45	13,061.20	51,472.25	10.14	43,593.65	4,247.66	526.49	4,147.29	571.09	455.51	385.78	83.7%
2009-06	124	70,785.10	18,406.88	52,378.22	17.46	45,447.21	3,076.86	163.79	4,000.48	570.85	422.41	366.51	86.5%
Ttl EMS-2	1,351	770,938.37	170,129.41	600,808.96	2,738.76	505,318.88	84,224.43	5,531.40	14,058.29	570.64	444.71	374.03	83.2%
EMS-3													
2008-07	15	8,100.00	1,517.66	6,582.34	0.00	4,342.36	2,239.98	0.00	0.00	540.00	438.82	289.49	66.0%
2008-08	1	541.00	117.13	423.87	0.00	0.00	423.87	0.00	0.00	541.00	423.87	0.00	0.0%
2008-09	11	6,447.17	1,510.23	4,936.94	73.08	3,475.81	1,388.05	0.00	0.00	586.11	448.81	315.98	70.4%
2008-10	8	4,435.79	337.78	4,098.01	0.00	2,232.49	2,165.52	300.00	0.00	554.47	512.25	279.06	47.2%
2008-11	4	2,198.28	1,312.65	885.63	0.00	809.79	75.84	0.00	0.00	549.57	221.41	202.45	91.4%
2009-01	9	4,634.50	930.62	3,703.88	8.52	2,189.32	1,506.04	0.00	0.00	514.94	411.54	243.26	59.1%
2009-02	2	974.57	102.13	872.44	0.00	331.06	541.38	0.00	0.00	487.29	436.22	165.53	37.9%
2009-03	1	549.57	164.27	385.30	0.00	385.30	0.00	0.00	0.00	549.57	385.30	385.30	100.0%
2009-04	4	1,930.61	299.86	1,630.75	0.00	1,054.02	576.73	0.00	0.00	482.65	407.69	263.51	64.6%
2009-05	1	541.38	158.62	382.76	0.00	382.76	0.00	0.00	0.00	541.38	382.76	382.76	100.0%
Ttl EMS-3	56	30,352.87	6,450.95	23,901.92	81.60	15,202.91	8,917.41	300.00	0.00	542.02	426.82	271.48	62.4%

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adj	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Charge / Trip	Cash Coll / Trip	Net Coll %
EMS-4													
2008-07	82	47,806.00	7,887.88	39,918.12	523.25	32,694.25	7,754.14	741.42	-312.10	583.00	486.81	398.71	80.0%
2008-08	102	60,547.94	10,869.41	49,678.53	420.99	32,891.64	14,966.45	22.50	1,421.95	593.61	487.04	322.47	66.2%
2008-09	89	52,165.97	9,348.86	42,817.11	149.91	28,039.92	14,018.48	0.00	608.80	586.13	481.09	315.06	65.5%
2008-10	73	43,058.75	7,561.06	35,497.69	39.17	28,083.00	7,503.59	0.00	-128.07	589.85	486.27	384.70	79.1%
2008-11	84	48,654.49	9,662.17	38,992.32	164.88	31,289.16	6,440.34	126.94	1,224.88	579.22	464.19	372.49	79.9%
2008-12	83	50,373.94	7,003.58	43,370.36	172.99	30,735.76	10,369.61	1,056.62	3,148.62	606.91	522.53	370.31	68.4%
2009-01	93	53,142.27	8,078.26	45,064.01	237.77	35,444.06	4,858.31	433.06	4,956.93	571.42	484.56	381.12	77.7%
2009-02	88	52,087.09	9,505.88	42,581.21	261.41	32,752.07	8,867.72	209.22	909.23	591.90	483.88	372.18	76.4%
2009-03	101	59,694.66	11,311.70	48,382.96	12.78	36,882.04	9,376.51	358.63	2,470.26	591.04	479.04	365.17	75.5%
2009-04	76	45,348.70	8,596.12	36,752.58	0.00	26,649.67	7,640.14	0.00	2,462.77	596.69	483.59	350.65	72.5%
2009-05	91	53,546.32	8,676.75	44,869.57	154.60	33,309.39	7,910.33	815.05	4,310.30	588.42	493.07	366.04	72.4%
2009-06	102	60,135.73	10,998.60	49,137.13	0.00	37,195.05	6,338.34	0.00	5,603.74	589.57	481.74	364.66	75.7%
Ttl EMS-4	1,064	626,561.86	109,500.27	517,061.59	2,137.75	385,966.01	106,043.96	3,763.44	26,677.31	588.87	485.96	362.75	73.9%
EMS-5													
2008-09	17	9,915.99	1,950.33	7,965.66	0.00	4,790.86	3,174.80	0.00	0.00	583.29	468.57	281.82	60.1%
2008-10	100	55,674.23	14,908.27	40,765.96	389.41	34,387.64	5,910.45	0.00	78.46	556.74	407.66	343.88	84.4%
2008-11	86	46,907.47	13,111.72	33,795.75	172.09	27,654.31	5,907.27	165.46	227.54	545.44	392.97	321.56	81.3%
2008-12	103	58,394.36	13,919.61	44,474.75	229.58	37,025.02	6,666.27	20.26	574.14	566.94	431.79	359.47	83.2%
2009-01	102	56,360.95	14,075.42	42,285.53	330.27	34,937.03	6,652.58	0.00	365.65	552.56	414.56	342.52	82.6%
2009-02	87	48,573.17	10,344.60	38,228.57	25.00	30,737.44	6,696.37	81.11	850.87	558.31	439.41	353.30	80.2%
2009-03	101	57,285.81	13,994.20	43,291.61	58.20	34,925.78	6,955.70	735.78	2,087.71	567.19	428.63	345.80	79.0%
2009-04	54	31,171.43	6,427.68	24,743.75	33.11	20,904.33	2,987.22	73.08	892.17	577.25	458.22	387.12	84.2%
2009-05	104	57,568.37	12,480.10	45,088.27	7.35	34,389.35	8,113.94	0.00	2,577.63	553.54	433.54	330.67	76.3%
2009-06	106	58,293.28	14,985.00	43,308.28	7.55	29,838.32	4,144.59	0.00	9,317.82	549.94	408.57	281.49	68.9%
Ttl EMS-5	860	480,145.06	116,196.93	363,948.13	1,252.56	289,590.08	57,209.19	1,075.69	16,971.99	558.31	423.20	336.73	79.3%

Prepared by: EMS Management & Consultants, Inc.

Attachment E: EMS|MC Contract

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____, 201__ between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and _____ (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services and EMS|MC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client. The services to be provided by EMS|MC shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include both monthly and year-to-date billing and collection summary, check register report and deposit tickets. EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMS|MC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. If so requested by Client, EMS|MC shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of _____ providing services to Medicare, Medicaid and other government funded program patients. EMS|MC will work with the Client's designated management consultants to assist and support said consultants ("Consulting Services"). Under no circumstances will EMS|MC offer advice on any tax related or legal matters.

EMS|MC shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. Client shall promptly advise EMS|MC of notices of audit received by the Client. EMS|MC shall directly advise Client of any notices of audit, requests for

medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"), and advise Client of any significant pattern of payer denials or downcodings for services billed by EMS|MC on Client's behalf ("Denial Patterns"). The Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC 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 mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

The services provided by EMS|MC to Client under this Agreement are conditioned on the Client's fulfillment of the responsibilities set forth in Sections 2 and 3 of this Agreement.

EMS|MC shall have no responsibility to provide any of the following services:

- (a) Determining the accuracy or truthfulness of documentation and information provided by Client;
- (b) Providing services outside the EMS-MC billing system;

- (c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;
- (d) Providing any service not expressly required of EMS|MC by this Agreement.

2. COMPENSATION OF EMS|MC.

- (a) Client shall pay a fee for the services of EMS|MC hereunder, on a monthly basis, in an amount equal to ____% percent of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Net Collections is not defined to mean any single non-insurance payments or time of service payments made directly to the Client.

EMS|MC shall submit an invoice to Client by the 10th day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMSMC into EMS|MC's bank account.

In the event of a material change to the billing process and/or scope of services provided in this Agreement or a significant difference in the original patient demographics provided by Client, EMS|MC reserves the right to, in good faith, negotiate a fee change with Client and amend this Agreement.

EMS|MC will immediately cease to process claims for Client should the outstanding balance owed to EMS|MC become in arrears for a reason that is not justified. This determination will be at the sole and absolute discretion of EMS|MC. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 25th day of the calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

2.1 Software.

(a.) Software company name:

During the term of this Agreement, EMS|MC will pay the full cost of (Insert Software Company Name) software, based on Client's contract terms with (Software Company name) in effect as of the date of this Agreement. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement.

2.2. Hardware.

- (a.) The Computer Equipment to be provided by EMS|MC will include: **(Choose the appropriate hardware below and delete the other language.)**

(Number of Units) **F5v-LG422422824323** i5-560 1.33 (T) – Standard Touch Display with Gorilla Glass – SCR Not Included – 160GB HDD – 4GB RAM – WIN 7 – US Power – Integrated Mobile Broadband (GOBI 3K) - BCR Not Included - Integrated MiFare RFID Reader – Integrated camera – 802.11N WLAN – 3 Year Warranty

(Number of Units) **Panasonic** Toughbook CF-19 Computers, Panasonic: WIN7 Intel Core i5-540UM 1.20GHz, vPro, 10.4 inch XGA Dual Touch, 160GB, 2GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), No Drive, Toughbook Preferred.

Four (4) Tough book Protection Plus Warranties (3 years), CF-SVCLTNF3Y

Theft/Loss:

Client assumes and shall bear the risk of theft or loss of the Computer Equipment. Insurance covering the theft or loss of the Computer Equipment is the full responsibility of Client. EMS|MC will not be held liable in any way due to the theft or loss of the tablet computers(s), including, but not limited to, identify theft and/or any HIPAA violations resulting from the theft or loss of data contained on the tablet computers(s). The data contained on the tablet computers(s) is the sole property and responsibility of Client.

Ownership:

The Computer Equipment remains the sole property of EMS|MC, and EMS|MC will be responsible for paying property tax on the Computer Equipment during the term of this Agreement.

Payment:

In addition to the fees set forth above, Client shall pay to EMS|MC a

computer equipment fee of ____% of net collections on a monthly basis. This fee will become an additional line item on the monthly invoice and will be under the same terms and conditions of Section 2 of this Agreement. As net collections vary from month to month, this fee will be charged until the total amount received by EMS|MC equals \$_____, the Recovery Amount. In the event this amount is not reached by the date this Agreement expires or terminates, Client will immediately pay EMS|MC the remaining outstanding balance. Client can also prepay the outstanding Recovery amount at any time during the term of this Agreement.

Default:

In the event Client elects to terminate this Agreement prior to the contract expiration date, Client will reimburse EMS|MC for the remaining Recovery Amount of the Computer Equipment or return all of the Computer Equipment within 10 business days.

Manner of Use:

Client agrees NOT to permit the Computer Equipment to be used in violation of any law, permit the Computer Equipment to be operated in a reckless or abusive manner, or tamper with any hardware within the Computer Equipment. Client shall further comply with all applicable copyright and other regulations regarding software.

Indemnification:

To the fullest extent allowed by law, Client agrees to indemnify, defend with reasonably acceptable counsel, and hold harmless EMS|MC from any and all losses, damages, judgments, costs, expenses, and attorneys' fees caused or arising from Client's use of the Computer Equipment. This indemnification shall include any claim, cause of action, loss or damage arising from the hardware, software and/or data included in the Computer Equipment.

Manufacturer's Warranty

Except when the manufacturers standard 3 year warranty applies, Client will be solely responsible for repairs/replacements of Computer Equipment. Client agrees that all claims for warranty must be handled directly with the manufacturer.

No EMS|MC Warranty:

EMS|MC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE COMPUTER EQUIPMENT, INCLUDING ALL HARDWARE, SOFTWARE AND/OR DATA INCLUDED IN THE COMPUTER EQUIPMENT.

3. RESPONSIBILITIES OF CLIENT.

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide services to the extent that Client has not fulfilled these responsibilities:

- (a) Client will pay all amounts owed to EMS|MC under this Agreement.
- (b) Client will provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.
- (c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. Client will report to EMS|MC within ten (10) business days payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCRs) in a timely manner in order to achieve higher performance. Further,

Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of client accounts.

- (d) In addition, Client is to provide EMS|MC with complete and accurate medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (e) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.
- (f) Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.
- (g) Client shall allow EMS|MC to audit Client's records and processes at least annually, and on a more frequent basis if reasonably

necessary, upon ten (10) days advance notice to Client, during regular business hours, to attempt to ensure that Client is in compliance with this Agreement and that all fees due to EMS|MC have been paid.

- (h) Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.
- (i) Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. **TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through _____, 201____. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.

- (i) **Termination for Cause.** Notwithstanding paragraph 4(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within ten (10) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement;
- (2) Any willful or reckless damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful or reckless injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Client's engagement of another billing services provider to provide services during the term of this Agreement;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;
- (8) Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its

authorized representatives paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payers and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.

- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, or in the event that EMS|MC believes that Client has provided false or fraudulent claim information, EMS|MC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMS|MC as Client's exclusive provider for all dates of service during the term hereof. Except for the services defined in paragraph 2(a) of this Agreement, Compensation, the Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not

meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in paragraph 3(b) hereof and shall be treated as Net Collections for purposes of paragraph 2(a) hereof.

- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.
- (e) The Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

The Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where the Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC for the sole use of the parties and EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by applicable law, including, without limitation, federal, state or local law

enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. In addition to the foregoing, EMS|MC and Client shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA.

9. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

- (a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.
- (b) A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.
- (c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be

construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

- (d) To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) two years after the effective date of termination or expiration of this Agreement; (ii) three years after the date of the underlying medical service or medical transportation service provided by Client to a patient that is the subject of a Claim; or (iii) sixty (60) days after the expiration of the time in which a payer could bring a claim for overpayment or reimbursement against Client under applicable law. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.
- (e) To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non-Direct Damages Waiver").
- (f) Subject to the Liability Cap and the Claim Time Limit, but notwithstanding the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client with reasonably acceptable counsel from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to

pay to a third party proximately caused by EMS|MC's negligence or breach of this Agreement. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

- (g) All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District

Court for the Western District of North Carolina or in any other court having jurisdiction.

- (h) In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

10. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given

on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:

[Insert]

EMS|MC:

EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

With Copy to:

Karen M. Wilson
Wall Esleeck Babcock, LLP
1076 West Fourth Street
Winston Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

[Insert name]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____