

This Agreement is entered into by and between Solutions Group Services, LLC a Texas Limited Liability corporation with its principal place of business located at 4514 Cole Ave, Suite 600, Dallas, TX 75205 (“Company”), and City of Baton Rouge/Parish of East Baton Rouge Emergency Medical Services a Louisiana healthcare provider, with its principal place of business located at 3801 Harding Blvd., Baton Rouge, LA 70807 (the “Provider”).

1.0 Term of Agreement

This Agreement is effective as of the date of signing (the “Effective Date”). The Agreement will continue in full force and effect thereafter until either party shall notify the other in writing no later than 30 days prior to the desired date of termination.

2.0 Purpose of the Agreement and Definitions

Provider has engaged the Company to perform certain benefits research, discovery, and reporting with regard to Patient accounts that may be referred to Company by Provider. For purposes of this Agreement, a “Patient” is an individual who has received healthcare services from the Provider for which Provider is entitled to payment. A “Third-Party Payor” is any payer source that provides medical benefits coverage for a Patient.

3.0 Obligations of the Parties

3.1 Obligations of Company: For any Patient referred to Company in a collections file, Company will exercise reasonable business efforts to:

- Utilize the Company’s proprietary software and industry knowledge to search, obtain, and recover medical benefits coverage for the Patient, if any, for a period of one year from the date of referral or until the account is paid in full, whichever is earlier.
- Report to Provider on a monthly basis the discovery of available medical benefits coverage for the Patient.

3.2 Obligations of Provider: Provider will exercise reasonable business efforts to:

- Identify and refer (via a download file) to Company self-pay records and/or uninsured patient accounts in either an XLS, CSV, or RPT format containing the following fields: full name, trip/account number, date of service, gross charges, and if available date of birth, social security number and any known address information.
- Provider will bill all eligible claims discovered by Company within 30 days of receipt of notification of discovery of available medical benefits.
- Monthly, return Company-provided Certified/Not Invoiced (CNI) Report, detailing payment information and billing status for Company-discovered medical benefits coverage.

4.0 Fees and Payment

4.1 Provider Fee for Company Service: Company’s fee for services supplied hereunder shall be 25% of any revenue received by Provider from any Third-Party Payor during the period that the Agreement remains in effect and during any Post-Contract Period arising under Paragraph 7.3 herein (and as defined therein), and for a period of ninety days following the termination of either the Agreement or any Post-Contract Period, whichever is later. This fee shall not exceed \$200,000 in a calendar year.

4.2 Timing of Fee Payment: Provider shall promptly remit to Company the fee set forth in paragraph 4.1 above at such times as Provider receives payment, if any, from a Third Party Payor discovered by Company. In no event shall Provider remit payment later than 30 days after Provider’s receipt of any such funds.

4.3 No Fee Unless Recovery: No fee shall be owed by Provider to Company unless and until (i) Company discovers medical benefits coverage for a Patient; and (ii) Provider receives payment as a result of such discovered coverage.

4.4 Late Payment Penalty: Any fee not received by Company within 30 days of Provider's receipt of funds from a Third Party Payor will bear interest, without additional notice, at the maximum legal rate until payment in full is received by Company.

5.0 Intellectual Property Ownership

5.1 Company's Intellectual Property: Provider acknowledges that, prior to the Effective Date, Company has acquired, conceived, developed, or licensed, and after the Effective Date will continue to acquire, conceive, develop, or license, certain proprietary software, computer and internet applications, code, source code, code documentation and supporting materials, concepts, methodologies, industry knowledge, techniques, templates, service descriptions, systems, and works of authorship, which embody copyrights, inventions, trade secrets and other intellectual property relating to the type of services to be performed for Provider (collectively, the "Intellectual Property").

5.2 Desirability of Use: Provider desires Company to use the Company's Intellectual Property in connection with the services hereunder.

5.3 Continuing Ownership: Provider acknowledges and agrees that except for any rights and licenses expressly granted to Provider in this Agreement, Company shall retain all right, title, and interest in and to the Intellectual Property, and any derivatives of the same, and, nothing contained in this Agreement shall be construed as conferring upon Provider by implication, operation of law, estoppel, or otherwise, any other license or right. Customer SHALL NOT at any time: (1) use, reproduce, distribute, or permit others to use, reproduce, or distribute any Customer Intellectual Property for any purpose other than as specified in this Agreement; (2) make Customer Intellectual Property available to unauthorized third parties; (3) rent, electronically distribute, timeshare, or market Customer Intellectual Property by interactive cable, remote processing services, service bureau or otherwise; or, (4) directly or indirectly modify, reverse engineer, decompile, disassemble, or derive source code from any Customer Intellectual Property.

5.4 No Adequate Remedy at Law for Breach: Provider recognizes and agrees that Provider will have no adequate remedy at law if Provider breaches or threatens to breach paragraph 6.3 above, and, accordingly, that Company will be entitled to injunctive or other equitable relief to prevent or remedy such breach, in addition to any legal or equitable remedies available to Company.

6.0 Termination

This Agreement may be terminated by either Party, upon giving Company 30 days' written notice of termination.

6.1 Rights of Company after Termination of Agreement: Upon termination of this Agreement for any reason, Company may continue providing all services contemplated by this Agreement for any Patient account previously referred to Company by Provider until the expiration of ninety days from the date each Patient, respectively, was referred to Company (each, respectively, a "Post-Contract Period"). Provider agrees that any revenue it receives from any Third Party Payor for any such Patient account during any Post-Contract Period, and for ninety days after the expiration of each such period, shall be subject to all payment provisions set forth herein.

7.0 No Employee Recruiting

For as long as this Agreement is in force and for a period of two years after the termination of the Agreement, neither Party shall, without the prior written permission from the other Party, hire or seek to hire: (i) any person then employed or who had been employed within the preceding one-year period by the other Party; and (ii) who is or was involved, directly or indirectly, in the performance of this Agreement. Violation of this provision will entitle the non-violating party to receive from the other party liquidated money damages equal to three (3) times the highest annual salary plus benefits package either paid to or offered to the employee at issue in addition to any other damages, in law and/or equity, as the law may allow.

8.0 HIPAA Compliance and Required Recordkeeping

8.1 HIPAA Compliance: Each Party shall at all times remain in substantial compliance with any HIPAA regulation applicable to it. Provider’s obligations are those of a “Covered Entity” and Company’s obligations are those of a “Business Associate,” both as defined by HIPAA. Company, at its option, will return, destroy, or retain (in each instance subject to HIPAA safeguards) all individually identifiable health information obtained from Provider.

8.2 Recordkeeping: Until the expiration of four years from the completion of this engagement, Company will maintain and provide, upon written request by the Secretary of the Department of Health and Human Services or the Comptroller General, recordkeeping as required certifying the nature and extent of the costs incurred by Provider relative to this engagement.

9.0 No Liability

Neither Party shall be liable to the other for failure of any Patient to be covered by any medical benefit.

10.0 Waiver of Certain Rights

Provider recognizes that Company is motivated to promptly discover available coverage and to notify Provider of such coverage in order to receive the financial benefits of this Agreement, and as a result, agrees to and hereby relinquishes, releases, and waives any and all rights, if any, against the Company for failure to timely discover Third-Party Payors or to notify Provider of available coverage.

11.0 Disputes and Dispute Resolution

11.1 Governing Law: This Agreement shall be governed by and construed in accordance with the the laws of the State of Louisiana, without regard to conflict of law principles.

12.0 Entire Agreement

This Agreement constitutes the final, entire, and exclusive Agreement between Company and Provider with respect to the subject matter hereof, and supersedes all prior written and oral communications. The Agreement may be modified only in writing executed by both parties.

13.0 Severability or Modification of Illegal Provision

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then the parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective. If such illegal, unenforceable or void provision does not relate to the payments to be made to Service Provider hereunder and if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then such provision shall be severed from the Agreement, and each other provision will be enforced to the extent permitted by law.

Dated as of the 17th day of January, 2024.

SOLUTIONS GROUP

By: 

Brian Choate
Managing Director

City of BR/EBRP - Emergency Medical Services

By: _____

(Print): Sharon Weston - Broome

Its: Mayor - President

City-Parish Approvals:

Approved:



Mike Denicola, Director
Dept of Emergency Medical Services

Approved:



BY: _____
Dante Bidwell, CAO
Office of the Mayor-President

Approved as to form:

Office of the Parish Attorney