

## CLIENT SERVICES AGREEMENT

This Agreement is made and entered into as of the 11<sup>th</sup> day of February, 2013 by and between Medicount Management, Inc. ("Medicount") and **City of Mason**, Warren County, Ohio ("EMS Agency").

**WHEREAS**, EMS Agency provides emergency medical services ("EMS Services"); and

**WHEREAS**, EMS Agency desires to retain Medicount to provide billing services for such EMS Services according to the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. Billing Services. Medicount will provide all billing services on behalf of EMS Agency for EMS Services according to the terms and conditions set forth herein (collectively, the "Services"). In connection with such Services, Medicount will:

- a. Assist EMS Agency, as necessary, to obtain a provider number from appropriate governmental agencies and insurance carriers for the reimbursement of EMS Services;
- b. Review the billing policies of EMS Agency and assist with the development of insurance billing policies and procedures in accordance with insurance regulations and standards;
- c. Process all billing requests for EMS Services in accordance with applicable laws, insurance regulations and standards and EMS Agency's policy;
- d. Respond to questions of insurance companies and assist patients with questions related to co-payments, insurance claims and other similar questions;
- e. Process all payments from insurance carriers, billed parties, and governmental agencies; and.
- f. Conduct all billing in accordance with applicable federal and state laws, rules and regulations.

2. Collection of Funds.

a. Medicount will process all payments received by it from insurance carriers and billed parties for EMS Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. EMS Agency hereby acknowledges that it may, from time to time, receive payments directly from insurance companies, billed parties and/or governmental agencies for EMS Services. The compensation owed by EMS Agency for the Services hereunder shall be based upon the gross amount collected by EMS Agency and/or Medicount for the EMS Services without any deductions for any expenses incurred by EMS Agency and/or Medicount related to the Services. EMS Agency shall keep

records as to all payments received and shall provide an accounting of such payments received on a weekly basis.

b. Medicare and Medicaid will remit all payments directly to the EMS Agency daily without any deduction for costs or expenses. EMS Agency acknowledges that Medicount will receive all remaining funds for EMS Services. Such funds will be remitted to EMS Agency monthly by no later than the 20<sup>th</sup> day of each calendar month based upon funds received by Medicount or EMS Agency through the end of the preceding month less the Medicount Compensation and any other costs or fees owed by the EMS Agency to Medicount for the services, software or other fees due hereunder.

3. Compensation.

a. In exchange for the provision of the Services, Medicount shall receive (i) a fee equal to 6.0% of the gross amount collected by Medicount and/or EMS Agency for the EMS Services, (less refunds or "take-backs"), but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees in collecting the monies owed for the EMS Services, and (ii) any fees set forth herein or in any addenda attached hereto (collectively, the "Medicount Compensation"). Medicount shall deduct the Medicount Compensation from the monthly funds remitted to EMS Agency and/or bill EMS Agency directly for any fees due for billings collected directly by the EMS Agency.

b. EMS Agency will also be responsible for any third party costs incurred by Medicount in performing the Services under this Agreement including, but not limited to (i) any fees or charges assessed by governmental agencies for required licensing, certification, and recertification applications; (ii) any increases in US Postal rates and/or shipment rates; (iii) any increases for billing software used by EMS Agency which is charged to or paid by Medicount; and/or (iv) credit card processing fees or other similar third party costs (the "Third Party Costs"). Notwithstanding the foregoing, Medicount will provide to EMS Agency with written notice of any increases in any Third Party Costs at least thirty days (30) days prior to such additional costs being assessed under this agreement. Such Third Party Costs shall be deducted as Medicount Compensation from EMS Agency funds and/or billed directly to EMS Agency as the costs are incurred.

4. Reporting. Medicount will provide to EMS Agency monthly reports containing (i) the number of accounts billed and revenue generated; (ii) the amount of the Medicount Compensation deducted; (iii) an analysis of the collection of the EMS billings including an analysis of whom is paying; (iv) a report on the percentage collected from the insurance carriers; and (v) other pertinent information relevant to the billing policy of EMS Agency as may be requested from time to time by EMS Agency. EMS Agency will have the right, upon seven (7) days written notice, to inspect and audit the billing methods, patient accounts, or other books and records of Medicount pertaining to the Services. Upon any termination of this Agreement, Medicount shall return to EMS Agency all records pertaining to the Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records pertaining to the Services.

5. EMS Agency Obligations. EMS Agency shall cooperate with Medicount to provide any and all information necessary in order to allow Medicount to perform the Services. Specifically, EMS Agency shall comply with the following obligations:

- a. Provide Medicount with all billing information related to the EMS Services in a format mutually acceptable to EMS Agency and Medicount;
- b. Ensure that all billing information and information pertaining to the EMS Services is accurate, current, and complete, and complies with all applicable federal and state laws and regulations.
- c. Provide to Medicount any insurance carrier provider numbers that EMS Agency currently has been issued;
- d. Provide Medicount with all Medicare provider applications within thirty (30) days of the execution of this contract;
- e. Provide Medicount with copies of all payments received directly by EMS Agency from insurance carrier, patients or any third parties and submit a copy of the payment or other correspondence on a daily basis;
- f. Pay any costs associated with obtaining "Provider" (example: Medicare) identification numbers.
- g. Pay the Medicount Compensation and any other fees detailed herein.
- h. EMS Agency shall notify Medicount in writing of any BLS, ALS, ALS2 and Mileage rate changes thirty days in advance of their effective rate via certified mail. EMS Agency must receive confirmation and acknowledgement by Medicount that they have received the rate change notice in writing by either mail, fax and or email. EMS Agency must monitor month end reports made available to EMS Agency online to confirm the rate changes have been implemented. Medicount shall not be held liable for any lost revenue resulting from the failure to follow these policies.

6. Security.

a. The parties hereby acknowledge that certain amount of the information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act (the "HITECH Act"). In providing the Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, Medicount shall be subject to and shall execute the Business Associate Addendum attached hereto as Exhibit "A."

b. EMS Agency acknowledges that it shall be responsible for the maintenance of all PHI maintained and/or stored by EMS Agency. To the extent that Medicount

provides any collection devices to assist in the facilitation of the Services hereunder, EMS Agency shall be responsible for all activity of its users. EMS Agency shall immediately notify Medicount and use its best efforts to cease any of the following events: (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI and/or any other information relevant to the Services (collectively a "Security Breach Event"). If any Security Breach Event involves PHI and/or other personally identifiable information, EMS Agency shall comply with all applicable notification requirements including, but not limited to the breach notification requirements under the HITECH Act and/or any notification requirements. To the extent that any patient requests and/or requires any identity theft protection in connection with the disclosure of any PHI or personally identifiable information as the result of any Security Breach Event, EMS Agency shall be responsible for any and all costs related to such protection.

7. Term. This Agreement shall commence upon the date first written above and shall continue for a period of two (2) years. Thereafter, this Agreement shall automatically renew each year thereafter unless either party provides written notice ninety (90) days prior to the then applicable renewal date that such party does not desire to renew the contract for another term. This Agreement may also be terminated upon a material breach by either party under this Agreement if such breaching party fails to cure such default within thirty (30) days of written notice of such default if such default is the non-payment of fees or thirty (30) days of written notice of default for any other material default.

8. Effect of Termination. Upon any termination of this Agreement, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EMS Services and shall deduct the Medicount Compensation from any monies due to EMS Agency.

9. Ownership Interest and Business Methods. EMS Agency hereby acknowledges that Medicount owns all rights, title, and interest in the methods, software, and processes used by it in connection with the performance of the Services hereunder (the "Proprietary Information"). If EMS Agency is ever held or deemed to be the owner of the Proprietary Information, EMS Agency hereby irrevocably assigns to Medicount all such rights, title and interest and agrees to execute all documents necessary to implement and confirm the intent of this Section.

10. Limitation on Liability. The Company will defend the EMS Agency against any claims as a result of performing its service under this agreement and will indemnify and hold the EMS Agency harmless from any and all claims, damages, liabilities, injuries, and expenses rising out of the Company's negligence and/or performance of the Company's duties. If it is necessary for the EMS Agency to pursue collections from the Company, the Company agrees to pay the attorney fees and court costs incurred by the EMS Agency pursuing said collections.

11. Contractor Relationship. Medicount is acting as an independent contractor of EMS Agency and it is not nor shall it act as, an employee of EMS Agency. Nothing in this Agreement shall be construed to create any partnership between the parties.

12. Miscellaneous.

a. Entire Agreement. This Agreement, including any exhibits, states the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written and verbal understanding of the parties with respect hereto.

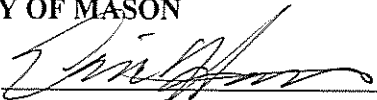
b. Governing Law. This Section shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties further agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Hamilton County, Ohio and EMS Agency expressly consents to jurisdiction therein.

c. Assignment. This Agreement may not be assigned by EMS Agency in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement to any purchaser of the assets of Medicount.

d. Severability. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall be continued in effect as though such provisions were deleted.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date first set forth above.

EMS AGENCY:  
CITY OF MASON

By:  ☒

Print Name: Eric Hansen

Title: City Manager ☒

Date: 2-14-13 ☒

MEDICOUNT MANAGEMENT, INC.

By:  ☒

Print Name: Joseph A. Newcomb

Print Title: Vice President

Date: 2/14/13