

SERVICES AGREEMENT

This Agreement is made and entered into as of the ____ day of _____, 2012 by and between Medicount Management, Inc. ("Medicount") and the City of North Royalton, 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; and

e. Process all payments from insurance carriers, billed parties and governmental payments.

f. No billing for EMS Agency residents.

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 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 and billed parties for EMS Services. The compensation owed by EMS Agency for the Services hereunder shall be based upon the total amount collected by EMS Agency and Medicount for the EMS Services. EMS Agency shall keep records as to all payments received and shall provide an accounting of such payments received on a monthly basis.

b. Medicount will remit to EMS Agency daily all Medicare and governmental payments received by Medicount for EMS Services without any deduction for costs or expenses. All remaining funds received by Medicount for EMS Services will be remitted to EMS Agency monthly by no later than the 20th day of each calendar month based

upon funds received by Medicount or EMS Agency through the end of the preceding month less any costs or fees owed by the EMS Agency to Medicount for the Services, or other fees due hereunder.

3. Compensation. In exchange for the provision of the Services, Medicount shall receive a fee equal to six and one quarter percent (6.25%) of the gross amount collected by Medicount and/or EMS Agency for the EMS Services and any fees set forth in any addenda attached hereto (collectively, the "Medicount Compensation"). Medicount shall deduct the Medicount Compensation from the monthly funds remitted to EMS Agency.

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. Medicount further acknowledges that it may have access to Protected Health Information as the term is defined under the Health Insurance Portability and Accountability Act. Accordingly, Medicount shall be subject to, and shall execute, the Business Associate Addendum attached hereto Exhibit "A." In addition, Medicount shall be subject to, and shall execute, the Identity Theft Protection Program provided by the EMS Agency attached hereto Exhibit "B."

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 on a form 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 Medicount 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 monthly basis; and

f. Pay the Medicount Compensation and any other fees expressly approved by the EMS Agency herein.

6. 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 ten (10) 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.

7. 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.

8. 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 upon written notice from Medicount Management, Inc. 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. Notwithstanding the foregoing, EMS Agency and Medicount hereby acknowledge that all patient data shall remain the property of EMS Agency and/or the patient. Medicount shall download to the EMS Agency server all patient data on a quarterly basis.

9. Limitation on Liability. EMS Agency hereby acknowledges that the Software and the Services are being provided "AS IS". MEDICOUNT DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE. IN NO EVENT WILL MEDICOUNT BE LIABLE TO EMS AGENCY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT OR OTHERWISE AND WHETHER OR NOT MEDICOUNT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. 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.

11. 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 Cuyahoga 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. However, in the event that the assets of Medicount are purchased, Medicount agrees to notify EMS Agency in writing within 30 days following the event. EMS Agency has the right to terminate this agreement upon 90 days written notice if the assets of Medicount are purchased.

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

MEDICOUNT MANAGEMENT, INC.

By: _____

By: _____
Joseph A. Newcomb, Vice President

EXHIBIT "A"

Business Associate Addendum

This Addendum is effective on _____, and is made part of the Agreement by and between _____ ("EMS Agency") and Medicount Management, Inc. ("Business Associate").

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("CFR") and are incorporated herein by reference.

2. Prohibition on Unauthorized Use or Disclosure of Protected Health Information. Business Associate shall not use or disclose any Protected Health Information ("PHI") received from or on behalf of EMS Agency, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR as if Business Associate were a healthcare provider; (b) State laws, rules and regulations that apply to PHI and that are not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures.

3. Use and Disclosure of Protected Health Information. Except as otherwise provided herein, Business Associate shall use and/or disclose PHI only to the extent necessary to satisfy Business Associate's obligations under the Agreement or as required by law.

4. Business Associate's Operations. Business Associate also may use PHI it creates or receives for or from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose PHI as necessary for such purposes only if:

(a) The disclosure is required by law; or

(b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI that such person or organization agrees to:

(i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

(ii) Notify Business Associate (who shall in turn promptly notify EMS Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services.

6. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.

7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, section 1320d-2 (d) of the United

States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of EMS Agency pertaining to an individual. Business Associate shall document and keep these security measures current.

8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI or Health Information received from or on behalf of EMS Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.

9. Access to PHI by Individuals. Business Associate shall permit a participant to inspect and copy PHI in Business Associate's custody or control that pertains to such participant. Business Associate shall establish procedures providing for such access that at a minimum comply with Title 45, Part 164, Subpart E, Section 164.524 of the CFR.

10. Accounting to EMS Agency and to Government Agencies. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency available to EMS Agency and to DHHS or its designee for the purpose of providing an accounting of disclosures to the participant or determining Business Associate's compliance with the provisions of Title 45, Parts 160 and 164 of the CFR.

11. Correction of Health Information. Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of the amendment to all agents or subcontractors who maintain and rely on the PHI that is the subject of the amendment.

12. Minimum Necessary Determination. Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to perform its obligations under the Agreement. Business Associate represents that it will only request the minimum necessary PHI to perform its obligations under the Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

13. Reporting. Business Associate shall report to EMS Agency any use or disclosure of PHI not authorized by the Agreement, by law, or in writing by EMS Agency. Business Associate shall make the report to EMS Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

14. Right to Terminate for Breach. Notwithstanding any other provision of the Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of the Agreement related to the use or disclosure of PHI or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in such notice.

15. Return or Destruction of Health Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate, if feasible, shall return to EMS Agency or destroy all PHI, in whatever form or medium (including in any electronic media under Business

Associate's custody or control), that Business Associate received from or on behalf of EMS Agency, including any copies of and any PHI or compilations derived from and allowing identification of such PHI. Business Associate shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. Within such 30-day period, Business Associate shall certify on oath in writing to EMS Agency that such return or destruction has been completed or, if return or destruction is not feasible, Business Associate must provide, within 30 days, written justification explaining why such PHI could not be returned or destroyed and agree to limit any further uses and disclosures to the purposes which make destruction or return infeasible.

16. Continuing Obligations. Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the Agreement.

17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of _____, 2011.

EMS AGENCY:
<Name of Client>

BUSINESS ASSOCIATE:
Medicount Management, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Title: _____

Date: _____

Date: _____