



BILLING AND COLLECTION SERVICES AGREEMENT

MHR BILLING SERVICES, LLC

This Billing and Collection Services Agreement (the "Agreement") is entered into between MHR Billing Services, LLC, ("**Company**") and the customer identified on the signature page ("**Customer**").

WHEREAS, Company is in the business of providing billing and collection services for its customers; and

WHEREAS, Customer desires to obtain Company's services and has executed the Specific Services and Rates Addendum ("**Addendum**"), which is attached to this Agreement and incorporated herein by reference, stating the service options selected by Customer and the rates payable for the same under this Agreement; and

THEREFORE, the parties agree as follows:

1. Company's Services. In consideration of the rates to be paid and the other performance of this Agreement by Customer, Company agrees to provide the following services to Customer:

(a) Receive Customer's information ("**Billing Information**"), including:

- i. Patient's name, date of birth, social security number, residential address and other identifying information;
- ii. Name and address of the patient's employer, insurance carrier, governmental unit or other entity responsible for payment (e.g. Medicare, Medicaid, insurance company, managed care company, or hospital) (each a "**Payer**" and collectively "**Payers**"), with contract and group numbers of the Payers;
- iii. Specific services provided by Customer, date of service, prior authorization number or other verification of request or authorization for the service, as applicable, and origination and destination sites for patient transportation;
- iv. Any medical records and other documentation necessary and/or requested by Company to establish Customer's right to payment of the bill;
- v. Courtesy and other discounts and adjustments applicable to the patient or service, in accordance with Customer's arrangements with the patient and/or the Payer (which shall not include routine waiver of copayments); and
- vi. Any other information needed for billing purposes.

- (b) Using Customer's Billing Information, process Customer's bills in a format acceptable to the Payer, transmit the bills to the Payer either electronically or manually, as stated in the Addendum, submit with the bill any further documentation and information required or requested by the Payer and provided by Customer, all of the forgoing to be done on the billing cycle stated in the Addendum.
- (c) Receive and notify Customer of notices from Payers requesting further information or denying a claim; assist Customer to respond to such notices (including by forwarding information received from Customer); and respond to Customer inquiries regarding the status of any claim.
- (d) Receive and notify Customer of receipt of Payers' final action on Customer's claims.
- (e) Receive and deliver Payers' payments to Customer via lock box or as otherwise stated in the Addendum, without intermingling the funds with any funds of Company.
- (f) Provide Customer with information received from Payers relating to overpayments, credit balances and any other claims of the Payers against Customer.
- (g) Bill the patient or his or her responsible party for any portion of a bill for which the patient or such party is personally responsible, including notifying patients in writing of co-payments and other amounts due, sending follow-up letters for past-due payments, in accordance with Company's policies and procedures and subject to any specific requirements in the Addendum.
- (h) Submit delinquent patient bills to a collection agency selected by Customer ("Collection Agency") for collection in accordance with Company's policies and procedures, and report to Customer any amounts deemed uncollectible by the Collection Agency. The Collection Agency shall agree to pursue collection activities with discretion and in accordance with applicable law and to use regular and nondiscriminatory methods and standards for its collection activities. The Collection Agency shall be entitled to deduct its charges and costs from the amounts collected, remit the balance to Customer and report its actions and results to both Customer and Company. Any non-contingent charges by the agency shall be the responsibility of Customer only to the extent that Customer has agreed to the same in advance and in writing.
- (i) Refer patients to Customer for answers to questions about services, coverage and bills.
- (j) Comply with all applicable laws, rules and regulations, as well as published policies and contract requirements of each Payer, as applicable to the processing and submission of claims by a billing company and in accordance with Company's reasonable understanding of the same.
- (k) Provide Customer with written statements and updates of Company's policies and procedures.

- (1) Provide Customer with reports in accordance with Company's policies and procedures, subject to any specific requirements stated in the Addendum.
- (m) Indemnify Customer in an amount equal to and arising out of any civil monetary fines and penalties that may be assessed by a Payer against Customer according to law, to the extent that such liability is caused directly and exclusively by Company through any action, omission or negligence in the performance or purported performance by Company of its billing and collection services hereunder, if there has been no contributing action, omission or negligence on the part of Customer or any other person or entity. Company agrees to maintain in force throughout the term of this Agreement and for a period of at least three years thereafter a policy of insurance with a carrier reasonably acceptable to Company, insuring for errors, omissions and negligence in its services to customers, with deductible amount not exceeding \$50,000 and payment limits of at least one million dollars per occurrence and at least three million dollars in the aggregate. Except in the case of an intentional or willful act or omission with intent to cause damages to Customer or an act or omission done with reckless disregard for such consequences, Company's liability to Customer under this section or for any loss incurred by Customer for errors, omissions or negligence shall not in any event exceed the amount payable by its insurance carrier under such policy and a claim for damages in such amount shall be Customer's sole remedy against Company. Company shall at Customer's request from time to time provide evidence of such coverage.

2. Customer's Responsibilities. Customer agrees to:

- (a) Provide accurate and timely Billing Information to Company, assure that such information is provided only for patients who are beneficiaries of the Payer to be billed and are on the date of the service eligible to receive the specific services rendered, and provide Company with all information required for purposes of compliance with the Payers' requirements pertaining to copayment, deductibles and maximum payment responsibility of the patient.
- (b) Promptly obtain and provide to Company:
 - (i) Physician certifications statements of medical necessity whenever necessary to bill for the service;
 - (ii) In all cases, a signature from the receiving facility;
 - (iii) Patient signatures whenever the patient's condition permits, and if not possible, the signature of a family member; and
 - (iv) A copy of each EOB received by the Customer for a service billed by the Company.

The Customer acknowledges that the failure to timely provide any of the above information will cause a corresponding delay in the processing of the claim.

- (c) Provide Company with information necessary for compliance with Payer's policies and procedures on coordination of benefits and subrogation, if such billing service is selected by Customer.

- (d) Cooperate with Company's policies and procedures.
- (e) Maintain and provide to Company full and accurate medical records, patients' authorizations and assignments and other information and documents as may be needed or requested by Company to establish Customer's right to payment of the bill.
- (f) Maintain full and exclusive responsibility for compliance with the laws, regulations, policies and contract requirements of each Payer pertaining to all matters that are not within the direct control of Company, with Customer's obligation to include but not be limited to avoiding fraud and abuse, offering and receipt of unlawful remuneration, and false billing.
- (g) Maintain a system of regular oversight, education and auditing to avoid non-compliance with Payers' laws, regulations, policies and contract requirements, and coordinate the operation of such system with any similar system adopted by Company to maintain such compliance for its billing and collection procedures.
- (h) Provide Company with accurate and timely notice Customer's participation status with each Payer, including Customer's acceptance of assignments, any changes in such status and acceptance, and any other information in Customer's position that may be necessary to avoid improper, duplicate or erroneous bills.
- (i) Provide Company with accurate and timely notice of the amount and date of all payments received directly from Payers and patients, and such further information as may be necessary to provide the proper credits.
- (j) Provide Company with accurate and timely information necessary to assign accurate billing codes in bills to be submitted, if the Addendum includes coding services.
- (k) Pay and have exclusive responsibility for payment of any overpayments or credit balances due, and any interest thereon, to any Payer or patient.
- (l) Except to the extent of Company's responsibility for indemnification and holding harmless as expressly stated above, retain full and exclusive responsibility to pay any fines, penalties and other assessments of Payers in connection with bills submitted by Company and the activities of Customer.
- (m) Be responsible for responding to all appeals of Payers' denials of payment, any investigations and other actions relating to the bills, and any patient complaints and grievances.
- (n) Indemnify Company from and hold harmless against all costs, damages and expenses that may be incurred by Company due to or arising out of the action, omission or negligence of Customer in the performance or purported performance of Customer's obligations to Company under this Agreement. Customer agrees to maintain in force throughout the term of this Agreement and for at least three years thereafter a policy of insurance for its business with a carrier and a deductible amount not exceeding \$50,000, insuring for errors, omissions and negligence by

Customer in the conduct of its business, with payment limits of at least one million dollars per occurrence and at least three million dollars in the aggregate. Customer shall at Company's request from time to time provide evidence of such coverage. This section shall survive termination of this Agreement. In the event that Customer fails to maintain such insurance in effect during or after the term of this agreement, Company shall have the right to procure the same at Customer's request.

- (o) Pay Company for its services at the rates indicated in the Addendum, in accordance with Company's monthly invoices stating the services provided and amounts due. Payment of all invoices shall be due within 20 days after the date of the invoice. All sums due and unpaid longer than 20 days from the invoice date shall bear interest at the rate of 1.5% per month. These rates shall be fixed for the initial term of the Agreement but may be increased once during any renewal term upon ninety (90) days advance written notice (subject to the termination right described in Section 8(f) below).
- (p) If Customer authorizes Company in writing (including by email) to set up installment payments with any patient who received services under this Agreement, upon termination of this Agreement, (i) Company shall cease billing for the unpaid amount and (ii) Customer shall promptly pay to Company the remaining fees that Company would have earned on the unpaid amounts.

3. Payer Participation. To assist Company in its billing and collection services relating to any special contracts with Payers, i.e., contracts specially negotiated between Customer and the Payers or of such a unique nature that Company would not ordinarily have access to or knowledge of the same, Customer shall provide Company with copies of all such contracts and of any changes in the terms of the same.

4. Company's Computer System and Data. The computer software system used by Company for management information, reporting, billing and collection activities, including any modification of commercially available or customized application software created by others for Company or purchased, licensed or leased by Company from others for such purposes, and all data and information contained in any form therein, excepting only such data and information as shall originate solely from Customer (the "System"), is and shall remain, as between the parties hereto, the exclusive proprietary property of Company except to the limited extent that any part of the System is made available to the public at large by Company or its software vendor. Customer agrees not to make any claim of ownership of the System or of any modifications of the System, whether such modifications are made for the purpose of Company's provision of services to Customer or otherwise. Customer further agrees not to gain access to the System except to provide information to Company as required by the terms of this Agreement or as expressly permitted in writing by Company, and not to copy, use or make any part of the System available to others. All reports provided by the Company to Customer shall be printed or otherwise delivered without access by the Customer to the System, and may be used and distributed by Customer without restriction. Customer agrees to inform its staff of the property rights, prohibitions and limitations stated in this section, to supervise its staff in such manner as to prevent any breach of this section, and to take such other reasonable actions as may reasonably be required to maintain the integrity of the System in accordance herewith, including but not limited to regular screening to detect and prevent any computer software viruses or other corrupting programs from entering the System through Customer's access to the System.

5. Confidentiality of Patient Information. The confidentiality of all medical records and other medical information and claims of Customer's patients shall be maintained by both parties in accordance with federal and state laws and regulations. No such information or data shall be released by either party in such manner as will identify the patient. Nothing herein shall prohibit or restrict either party from releasing any patient information to Payers, governmental agencies or others with a need to have the information in connection with the adjudication and payment of claims or in accordance with the regulatory powers of the agencies. Customer agrees to maintain in its records written consent of each patient to release the patient's medical and other personal information in connection with bills, payments, grievances and appeals concerning Customer's services and charges, and shall provide Company with copies of or the right to inspect the same at its request. The Term and Conditions of the Business Associate Addendum between the parties is included herein by reference.

6. Confidentiality of Parties' Business Information. Each party shall respect and protect the confidentiality of the other party's confidential business information, including but not limited to the identity of its customers, contracts with Payers, unique methods and styles of doing business, employment practices, rate schedules and charges for its services. Company's confidential business information shall include the terms and rates in this Agreement. Neither party shall use the confidential information of the other party for its own business purposes or advantage, nor disclose the same to others without the written consent of the other party or as required by law. Company's confidential business information shall include the rates and terms of this Agreement, including the Addendum.

7. Intellectual Property. The trade names, logos, and other unique means used by the respective parties to identify themselves to the public, shall be and remain the exclusive property of the respective parties and neither shall use the same in its marketing or other materials except as permitted in writing by the other party. The combination of the letters "MHR" alone or in connection with "Billing Services" and when used in connection with mobile health services or networks and/or the billing for mobile health services are, as between the parties hereto, the exclusive property of Company and its parent, Mobile Health Resources, L.L.C., and are within the forgoing restriction upon the copying and use of such property by Customer.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date stated in the Addendum, and shall continue for the term stated in the Addendum. The foregoing notwithstanding:

- (a) Either party may terminate this Agreement without cause upon at least 180 days advance written notice to the other party.
- (b) If Customer terminates this Agreement without cause, as defined below, with an effective date of termination sooner than one year after the Effective Date, it shall pay Company the Early Termination Charge stated in the Addendum, to compensate Company for its set-up and other costs.
- (c) Company may terminate this Agreement upon at least 10 days advance written notice to Customer if Customer is more than 30 days' delinquent in payment of Company's invoice for its services, or if Customer is more than 10 days but less than 30 days' delinquent on three or more occasions. If the effective date of Company's termination is during the first year after the Effective Date, Customer shall pay Company the Early Termination Charge, in addition to all other sums due.

- (d) Either party may terminate this Agreement for cause, which is defined for purposes of this Agreement to be only the following:
- i. A material breach of this Agreement by the other party, 10 days or more prevention of performance by force majeure or persistent pattern of breaches of this Agreement by the other party after written warnings by the notifying party;
 - ii. A good faith determination by the terminating party, with advice of counsel, that this Agreement or its continuation is contrary to law or that there is a substantial likelihood of its being so determined by a court, governmental agency or public official with proper jurisdiction, and that the cause for such determination cannot be remedied by a modification of this Agreement in a manner to which the parties can agree in the exercise of reasonable efforts in good faith;
 - iii. The bankruptcy, receivership or finding by a court of insolvency of a party if the action is not terminated or vacated in favor of the subject party within 30 days;
 - iv. Involuntary suspension, exclusion or termination of Customer from participation in any government health benefit program; and
 - v. Conviction of the other party or its plea of no contest for a crime, or assessment against the other party by a governmental unit or enforcement agency of civil fines or penalties, if the terminating party determines in its sole discretion that termination of this Agreement is either required by law or necessary for the protection of the business and reputation of the terminating party.
- (e) Termination by a party for cause shall be upon at least 10 days advance written notice stating in reasonable detail the particular cause relied upon. In the case of a claim of material breach of this Agreement, if cure is possible, the notifying party shall first give the other party at least 20 days to cure the breach to the reasonable satisfaction of the notifying party, with the effective date of termination to be at least 10 days after the passing of the cure period without cure of the breach.
- (f) Customer may terminate this Agreement anytime within thirty (30) days of receipt by Customer of written notice from Company of a rate increase proposed for or during a renewal term.
9. Responsibilities on Expiration or Termination. Not later than 30 days after the effective date of termination (including expiration) of this Agreement (being the “**Final Date**”):
- (a) Company shall prepare and deliver its final reports and an invoice for its activities through the Final Date.
 - (b) Company shall forward to Customer or a successor named by Customer all communications received from Payers and patients and notify all affected Payers, collection agencies to which collection cases have been referred and any patients involved in current billing matters initiated by Company of the discontinuation of the relationship of the parties and of the Final Date.

- (c) Customer shall assume all responsibilities for billing and collections for its services on and after the Final Date, including all collection cases that have been referred to collection agencies and relationships with any collection agencies with which Customer wishes to have direct contracts.
- (d) Customer shall pay Company all sums due in accordance with Company's final invoice.

10. Management. Independent Contractors. Each party is responsible only for its own business. Nothing in this Agreement is intended or shall be construed to impose any obligations upon either party to manage or supervise the business of the other. Each party is an independent contractor with respect to the other and not the agent or representative of the other, with the sole exception that Company is the agent of Customer solely for the purposes of the billing and collection services specifically stated herein.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement or document. The electronic transmission by facsimile, email or other electronic means, of an original of this document bearing the signature of the sending party or its representative, from the sending party to another party hereto, shall be deemed to be the delivery of an original of this document executed by the sending party to the party to whom the transmission is sent.

13. Applicable Law. This Agreement is made and executed in the State of Michigan, and shall be governed in its interpretation, enforcement and remedies by the laws of said State.

14. Severability. In the event that any part or provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable to any extent, such part or provision shall be deemed severable herefrom and shall be enforced to the fullest extent allowable, and the remainder hereof shall be fully enforced.

15. Waiver. No extension of time or waiver by a party hereto with respect to a particular event or obligation shall be deemed to continue or to apply to any future event or obligation, nor shall such waiver or extension be deemed to modify the terms of this Agreement in any respect. No failure on the part of either party to insist upon strict or prompt performance shall be deemed to be a waiver of the right to demand such performance at any time, nor of the right to demand strict performance with respect to any future event or obligation, unless such waiver is contained in a written modification agreement, executed by the party against whom enforcement thereof is sought.

16. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers (with confirmation of transmission) or e-mail addresses, in each case marked to the attention of the person (by name or title) designated below

(or to such other address, facsimile number, e-mail address, or Person as a party may designate by notice to the other parties):

COMPANY:

MHR Billing Services, LLC
Attention Director of Operations
P.O. Box 13247, Lansing, MI 48901
Fax No.: 517-318-1588
E-mail address: ccleary@mhr.com

with a copy to

Fax No.:
E-mail address:

and

CUSTOMER:

Fax No.:
E-mail address:

with a copy to:

Fax No.:
E-mail address:

Either party may change its address, facsimile number or email address for purposes of this section by notice to the other party as stated above.

17. Titles and Subtitles. The titles and any subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

18. Resolution of Disputes. Any and all controversies or claims arising out of or relating to the Agreement (except as otherwise provided in Section 20 below) or breach hereof, shall be settled by arbitration in the City of Kalamazoo, State of Michigan. The party who first submits a request for arbitration shall have the right to choose and notify the other of its choice of the arbitration service to be used for the matter that is the subject of the request, and for all counterclaims of the other party, which choice shall be limited to:

The American Arbitration Association (“**Association**”), in which case the matter shall be governed by the Commercial Arbitration Rules of the Association. Unless the parties agree otherwise, any hearings, meetings or similar procedures shall be conducted in the offices of the Association in Southfield, Michigan.

The National Health Lawyers Association Alternative Dispute Resolution Service (“**Service**”), in which case the matter shall be governed by the Rules of Procedure for Arbitration, of the Service. Unless the parties agree otherwise, any hearings, meetings or similar procedures shall be conducted in Oakland County, Michigan at a place designated by the arbitrator.

The arbitrator, or the arbitrators if there are more than one, shall submit the decision to the parties in writing, stating the findings of fact and conclusions of law upon which the decision is based.

Unless the parties agree otherwise, the arbitrator or arbitrators shall set their compensation, within any applicable rules of the Association or Service, and the parties shall bear equally the assessments of the Association or Service and the fees and costs of the arbitrator or arbitrators. The non-prevailing party shall pay all costs and a reasonable attorney fees incurred by the prevailing party relating to the dispute and arbitration.

This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Michigan. The decision of the arbitrator or arbitrators shall be final and binding on the parties, and judgment, including specific enforcement of the decision, may be entered upon the decision in any court of proper jurisdiction, the forum designation set forth in this Agreement notwithstanding.

The pendency of arbitration shall not extend the term of this Agreement or affect any termination provided for hereunder.

19. Further Action. Each of the parties hereto shall use such party’s best efforts to take such actions and to execute and deliver such documents and instruments as may be necessary or reasonably requested by the other party or parties hereto to carry out and consummate the transactions contemplated by this Agreement.

20. Enforcement by Injunction. It is acknowledged and agreed by the parties hereto that in the event of a breach of the provisions set forth in sections 4 through 7 hereof the damages caused thereby would be inherently difficult to determine with a reasonable degree of certainty, and would be irreparable. Therefore, the parties agree and consent that in the event of such breach said provisions may be enforced by preliminary and permanent injunction by a court of competent jurisdiction for the purpose of preventing the continuation of such breach and restoring the status quo existing prior to the commencement of such breach, in addition to any other legal and equitable remedies.

21. Assignments. No rights or interests in or arising out of this Agreement may be assigned by any party hereto without the advance written consent of all other parties hereto, and any attempted assignment without such consent shall be void.

22. Disclaimer of Third-Party Rights. Except as stated in section 11, this Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any person or entity other than the said parties.

23. Access to Books and Records. Until the expiration of four years after the furnishing of services provided under this contract, Company will make available to the Secretary, U.S. Department of Health and Human service, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Company carries out the duties of the contract through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

24. Authority. Each of the persons who on behalf of a party hereto executes and delivers this Agreement and the documents and instruments to be executed and delivered by such party represents to the other party that he or she has full legal power and authority to so act.

25. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any delay or failure in performance resulting directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, riot, civil disturbances, strikes, lockouts, inability to procure materials, accidents, fires, explosions, utility or telecommunication failures, computer failures, transportation failures, natural disasters, earthquakes, floods, or any similar or dissimilar causes beyond the reasonable control of either party which could not have been prevented through reasonable precautions. Performance dates and times shall be automatically extended to the extent that either party is prevented from performing by such causes, subject to termination rights after 10 days; provided, however, that each party shall use its best efforts to notify the other of the nature and extent of such causes and shall use its best efforts to continue performance hereunder with the utmost dispatch notwithstanding such causes.

26. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, to the exclusion of all prior and contemporaneous communications of every kind, written and oral. No modification hereof may be made except by a written document executed by the party against whom such modification is sought to be enforced.

COMPANY:
MHR BILLING SERVICES, LLC

By _____

Its: _____

Date: _____

CUSTOMER:

By _____

Its: _____

Date: _____