VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2026 - 57

ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MEDICOUNT MANAGEMENT, INC. REGARDING BILLING SERVICES FOR EMS ACTIVITY AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Lockland provides emergency medical services ("EM Services"); and

WHEREAS, the Village of Lockland has been contracting with Medicount Management, Inc. ("Medicount") to provide billing services for such EM Services for a number of years, and is satisfied with these services; and

WHEREAS, the Village of Lockland desires to extend its contracted services with Medicount Management, Inc. ("Medicount") which provide billing services for such EM Services, and to do so pursuant to the terms and conditions in the Agreement attached hereto as Exhibit 1;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I The Village Administrator is hereby authorized to enter into an Agreement with Medicount substantially in the form of the Agreement found in Exhibit 1, attached hereto and incorporated by reference herein, which Agreement is hereby approved; and

SECTION II This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is the immediate need of the Village to have continuity of billing services to be used in conjunction with its EMS activity. Therefore, this Ordinance shall become effective immediately.

Passed this 9th day of Nov, 2026.

MAYOR, VILLAGE OF LOCKLAND

Attested:
CLERK OF COUNCIL

CERTIFICATION OF FUNDS

It is hereby certified that the funds required to fulfill the Village's financial obligations under this Agreement have been lawfully appropriated or authorized, and are in the Treasury or are in the process of collection and are free from any obligation or certificates now outstanding the Village of Lockland, Ohio.

Finance Director

11/9/26
Date

EXHIBIT 1
to Ord. # 2026 - 57

INSERT PDF OF
MEDICOUNT AGREEMENT

Approved as to Form:

Law Director, Village of Lockland, Ohio

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CLIENT SERVICES AGREEMENT

This Client Services Agreement ("Agreement") is entered into as of the ___ day of _____, 2026 (the "Effective Date") by and between Medicount Management, Inc. ("Medicount") and **VILLAGE OF LOCKLAND, HAMILTON COUNTY, OHIO** ("EMS Agency"). Medicount and EMS Agency are individually a "Party" and collectively the "Parties."

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

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

NOW, THEREFORE, it is agreed between the Parties as follows:

1. **Billing Services.** Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EM Services during the Term (defined hereafter). Medicount will provide EMS Agency with the billing services described in this Agreement and in **Exhibit A**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time ("Billing Services").

2. **EMS Agency Obligations.** To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will fulfill the obligations outlined in this Agreement and in **Exhibit B**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time.

3. **Legal Compliance.** Notwithstanding anything to the contrary contained herein, EMS Agency acknowledges that it has read, understands, and will comply with all applicable local, state, and federal laws, rules, and regulations now existing or existing in the future ("Laws") in submitting any claim and will provide Medicount with accurate and complete information for the submission of any claim on its behalf, including but not limited to the signature requirements outlined in this Agreement. Medicount will not accept any orders or demands from EMS Agency that it reasonably believes are not in compliance with applicable Laws, and any submission of such orders or demands are grounds for immediate termination of this Agreement.

4. **Compensation.**

   a. In exchange for the provision of the Billing Services, EMS Agency shall pay Medicount: (i) a base rate fee equal to **6.85%** of the gross amount collected by Medicount and/or EMS Agency for EM Services (less refunds, "offsets" and deductions incurred by Medicount or EMS Agency for expenses and/or processing fees (including credit card processing fees) incurred in collecting monies owed for EM Services); (ii) if applicable, the Flat Fee described in Section 4(c); plus (iii) any additional fees set forth herein or in any exhibit or addenda attached hereto, including but not limited to Third Party Costs defined in Section 4(b) and audit response rates described on Exhibit B (collectively, "Medicount Compensation").

b. EMS Agency will reimburse Medicount for all reasonable expenses and third-party costs directly incurred in performing the Billing Services, including, but not limited to (i) any fees assessed by governmental agencies or insurance providers for required provider numbers, licensing, certification, and recertification applications; (ii) any significant increases (greater than 5% per year) in the United States Postal Service rates or shipping rates; (iii) any ePCR billing software license fees or hardware purchased for use by EMS Agency that is charged to or paid by Medicount (collectively, "Third Party Costs"). Third-Party Costs shall be invoiced monthly by Medicount to EMS Agency as costs are incurred, and such Third-Party Costs will be reasonably substantiated by Medicount upon EMS Agency's request.

c. EMS Agency agrees to pay Medicount a flat fee if either of the following occur:

   i. If EMS Agency chooses to bill a patient for EM Services which involves a Treat Non-Transport or a Non-Transport, such bills will be invoiced at a flat fee of $15.00 per call, regardless of the charge amount and amount collected.

   ii. If EMS Agency bills a healthcare facility or prison/jail facility for EM Services which transport a patient between two healthcare facilities or transport an incarcerated individual to a healthcare facility and the facility has been billed directly and does not pay for the billed charges after 90 days from the bill's date, EMS Agency shall pay Medicount a flat fee of $15.00 per call regardless of the charge amount and the amount collected.

5. **Collection of Funds.**

a. Medicount will process all payments it receives from patients, third-party payors, or other billed parties for EM Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. In the event EMS Agency receives payments directly from insurance companies, billed parties, collection agencies and governmental agencies for EM Services, EMS Agency shall keep records of all payments received and shall immediately notify Medicount of the payor, amount of payment, and patient identification.

b. Funds for the EM Services may be remitted to either EMS Agency or Medicount, with Medicare and Medicaid remitting payments directly to the EMS Agency daily, and funds from insurance companies and other payors paid directly to Medicount. EMS Agency acknowledges that the Medicount Compensation is due on all funds received by either Medicount or EMS Agency for EM Services. Medicount will provide a monthly statement to the EMS Agency setting forth the total funds received by EMS Agency and Medicount through the end of the prior calendar month and the Medicount Compensation (including Third Party Costs) due thereon. Medicount is hereby authorized to deduct the Medicount Compensation due from EMS Agency funds paid directly to Medicount. All remaining funds shall be remitted to the EMS Agency monthly by ACH no later than the 28th day of each calendar month.

c. EMS Agency authorizes Medicount to accept the following types of payments from patients for EM Services: checks, electronic checks, and ACHs, as well as the following credit cards – MasterCard, Visa, Discover, and American Express. A credit card processing fee is assessed to the patient and insurance provider, as applicable.

d. EMS Agency acknowledges that Paid to Patient Claims ("PDPTs") are insurance claim payments paid directly to a resident/patient for the EM Service. If EMS Agency has chosen an insurance-only billing policy and does not invoice a resident/patient for the EM Service, and the resident/patient receives a PDPT from the applicable insurance company, Medicount may invoice the resident/patient an amount equal to the PDPT.

6. **Reporting.** Medicount will provide EMS Agency with commercially reasonable, Internet-based access to review standard billing reports. Additional reports will be provided on an ad hoc basis to EMS Agency as requested at no additional cost unless the requested reports are outside the EMS billing business' ordinary course.

7. **Security.**

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

b. EMS Agency agrees that it shall be responsible for the maintenance of PHI maintained and stored by the EMS Agency in accordance with applicable Laws. To the extent that Medicount provides any collection devices to assist in the provision of Billing Services, hereunder, EMS Agency shall be responsible for its users' activity. EMS Agency shall immediately notify Medicount of and use its best efforts to curtail any of the following events (collectively a "Security Breach Event"): (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 Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI or other information relevant to the Billing Services. If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply with applicable notification requirements, including, but not limited to, the breach notification requirements under the HITECH Act and any other notification requirements mandated by applicable Laws. To the extent that any patient requests and requires identity theft protection in connection with the disclosure of any PHI or personally identifiable information resulting from any Security Breach Event, the EMS Agency shall be responsible for all costs related to such protection.

8. **Record Retention.** Upon any termination of this Agreement, Medicount will make available to EMS Agency Billing Services records including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other

records for a complete and secure download in the format in which such records are maintained by Medicount. EMS Agency hereby acknowledges that such records may be maintained by Medicount in SQL or other formats, and if the EMS Agency requests that such records be produced in some other format, the EMS Agency shall be responsible for such costs. Such records shall be maintained and archived in accordance with Medicount's record retention policy and/or the applicable policy of any third-party document storage provider.

9. **Exclusionary Rule Warranty.** EMS Agency acknowledges the Department of Health & Human Services Office of Inspector General ("OIG") has authority to exclude individuals and entities from federally funded health care programs (the "Exclusionary Rule"). OIG maintains and publishes a List of Excluded Individuals/Entities ("LEIE") who are excluded from participation in Medicare, Medicaid, and other federal health care programs. EMS Agency represents and warrants that it (a) has checked LEIE to confirm that none of its employees or agents is listed on LEIE or is otherwise prohibited from participating in federal health care programs; (b) will check LEIE monthly to confirm that none of its employees or agents has been added to LEIE or is otherwise prohibited from participating in federal health care programs; and (c) will check LEIE before hiring any new employee to ensure the candidate is not listed on LEIE or is otherwise prohibited from participating in federal health care programs.

10. **Term: Termination.**

    a. This Agreement shall commence upon the Effective Date and shall continue for a period of **Four (4) years** (the "Initial Term"). Unless formally extended by written agreement signed by both Parties prior to the termination of the Initial Term or any Renewal Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other party of its intent not to renew the Agreement not less than one hundred eighty (180) days prior to the end of the Initial Term or the Renewal Term then in effect. Medicount will send the EMS Agency two written notices during each Term—one 12 months and another 9 months before the Term ends—regarding the upcoming automatic renewal. If either notice is sent late, the 180-day deadline to opt out of renewal will be fairly extended. At the start of the first Renewal Term, the base rate fee in Section 4(a)(i) will increase by 0.25% from the current rate. Each subsequent Renewal Term will include an additional 0.25% increase over the previous term's rate. The Initial Term and all Renewal Terms together are referred to as the "Term.

    b. This Agreement may be terminated (i) upon a material breach by either Party if such breaching party fails to cure a payment default within thirty (30) days of written notice of such default; (ii) upon sixty (60) days written notice of any other material default which is not cured within such sixty (60) day period; and (iii) as otherwise provided in this Agreement. The EMS Agency agrees that unhappiness, lack of desired utility, or the desire for a specific feature does not constitute a material breach and is not sufficient grounds for delayed payment or termination.

11. **Effect of Termination; Wind Down Period.** Upon any termination of this Agreement or its expiration, all rights, duties, and obligations of the Parties shall cease effective as of the termination or expiration date, except as provided in this Section 11. Medicount may continue providing Billing Services to work

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on any claims billed before the termination for up to six months. Upon termination or expiration hereof, Medicount may continue providing patient and insurance company receivable services for One hundred eighty (180) days (the "Wind Down Period") to collect all EMS Agency's accounts receivable relating to EM Services rendered before the termination date ("Existing Accounts Receivable"). During the Wind Down Period, Medicount shall continue to receive the Medicount Compensation, and EMS Agency shall cooperate and assist Medicount by timely reporting payments received by the EMS Agency related to the Existing Accounts Receivable. Upon expiration of the Wind-Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EM Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency's expense. Following termination or expiration hereof, the Parties shall remain bound by any confidentiality obligations outlined in this Agreement.

12. **Mutual Limitation of Liability.** Each party agrees to defend, indemnify, and hold the other harmless from any claims, damages, or liabilities arising out of or related to its own performance under this Agreement, except to the extent such claims result from the negligence or unintentional misconduct of the other party. Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising from this Agreement, except as expressly provided herein.

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

14. **Notice.** Any notice given under this Agreement shall be in writing and delivered to the Party by certified, registered, or express mail, return receipt requested, to the address set forth under each Party's signature. Either Party may change the address to which notice or payment shall be sent by written notice of same.

15. **Miscellaneous.**
    a. Entire Agreement; Amendments. This Agreement, including all exhibits, states the entire Agreement between the Parties concerning the subject matter and supersedes all prior written and verbal understanding of the Parties concerning it. Any amendments or changes to this Agreement must be made in writing and executed by the Parties.

    b. Governing Law; Venue. This Agreement 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 agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in the counties or counties where EMS Agency operates.

    c. Assignment. The EMS Agency may not assign this Agreement in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement as part of a merger, consolidation, sale, or transfer of all or substantially all of its assets.

    d. Severability. All provisions and parts of this Agreement are severable from the other.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original, and all of which, when executed, shall constitute one and the same instrument. Signatures delivered by email in PDF format will be effective.

IN WITNESS, OF WHICH, the Parties executed this Agreement as of the Effective Date.

EMS AGENCY:
VILLAGE OF LOCKLAND

By: _____

Print Name: Douglas W Lechner

Title: Fire Chief & Village Administrator

Date: 11/10/24

Address: 101 N Cooper Ave
Lockland OH 45215

MEDICOUNT MANAGEMENT, INC.

By: _____

Print Name: Joseph A. Newcomb

Title: President

Date: _____

Address: 10361 Spartan Drive
Cincinnati, OH 45215

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EXHIBIT A

BILLING SERVICES PROVIDED BY MEDICOUNT

1. **Responsibilities of Medicount.** Medicount's provision of the Billing Services in no way negates the responsibility of the EMS Agency to comply with its billing policies, applicable Laws, and this Agreement.

   a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payor for the group and individual provider numbers when required for billing purposes.

   b. Medicount will review the billing policies of EMS Agency and assist with development of policies and procedures in accordance with applicable Laws.

   c. Medicount shall develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in developing and maintaining such interfaces, including, but not limited to, communicating directly with hospital information technology staff, administration, and other staff members to authorize and otherwise enable the system.

   d. Medicount will provide basic training to EMS Agency management personnel to facilitate the Billing Services upon commencement of the Agreement and thereafter as agreed to by the Parties.

   e. Medicount will promptly process patient encounter information submitted by the EMS Agency and use the Centers for Medicare and Medicaid Services ("CMS") Adopted Standards and Code Sets. Medicount will bill for EMS Services within guidelines established by EMS Agency and the insurance or third-party payor to whom the claim is submitted, provided in all cases such Billing Services will be in accordance with applicable Law, any billing policy adopted by EMS Agency, and this Agreement.

   f. Medicount will use commercially reasonable efforts to accurately enter into its billing system all procedural and demographic data necessary for the patient's third-party billing, provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.

   g. Medicount will submit claims using the most effective means available for each payor. Electronic filing will be used to the extent available and when mandated.

   h. Medicount will communicate with patients and third-party payors on a regular monthly cycle based on EMS Agency guidelines. Up to three (3) attempts will be made to communicate with patients where there is inadequate information for EM Services billing purposes. Medicount may use automatic dialing systems to obtain missing insurance information and other information needed

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to process the billing claim for EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any automatic dialing system dialogue.

i. Medicount may provide toll-free phone lines and customer service staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.

j. Medicount will correspond with third-party payors to resolve any coding misinterpretations or other issues that may arise during claims processing and settlement and otherwise remain current on payor's claim information requirements.

k. Medicount may advise EMS Agency on how to promote public awareness about the billing process, establishing rates, payor participation, and other topics as mutually agreed.

l. Medicount will undergo an annual SOC 1 Type 2 audit and provide results to the EMS Agency upon request.

m. Medicount will respond to requests for information from attorneys representing patients using ChartSwap.

2. **Amendment of Exhibit**. The Parties may amend this Exhibit A from time to time upon mutual written Agreement.

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EXHIBIT B

RESPONSIBILITIES OF EMS AGENCY

1. **Responsibilities of EMS Agency.** The responsibilities listed on this Exhibit B are in no way a limitation of the requirement that EMS Agency comply with its billing policies, applicable Laws, and this Agreement.

   a. EMS Agency will identify one administrative, one fiscal and one clinical representative to whom Medicount may address all matters related to Billing Services and this Agreement. Such representatives will have the power to bind the EMS Agency and will timely respond to questions and additional document requests of Medicount.

   b. EMS Agency represents and warrants that all information provided to Medicount shall be accurate and complete. EMS Agency shall be solely responsible for information accuracy, and Medicount shall have no obligation to verify the accuracy of information provided by the EMS Agency.

   c. EMS Agency will establish and enforce written policies and procedures in relation to the Billing Services, which will, in all cases, comply with applicable Laws and this Agreement.

   d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures (patient, crew, physician, or other authorized individuals) on all documents, charts, and other information needed to enable Medicount to submit claims on behalf of EMS Agency in compliance with applicable Laws. EMS Agency represents and warrants that it will obtain, at a minimum, the information and forms described in this Section (d), which no way limits EMS Agency's requirement to provide accurate and complete information in accordance with applicable Laws. EMS Agency agrees that Medicount may rely upon the existence of patient and crew signatures or other authorizations submitted to Medicount in conformance with applicable Laws, including those rules specified on **Exhibit F** and otherwise described in this Agreement.

      i. Patient's complete name, gender, address, phone number, social security number (if available), and date of birth;
      ii. Information pertaining to the EM Services run, including, but not limited to, nature of the call, incident location and zip code, squad assessment, treatment, and narrative, crew-member identifiers and training levels, receiving hospital, and transport mileage;
      iii. Insurance information, if available, to include the patient's primary and secondary insurances, payor address(es), group, guarantor identification number, primary insured's name, social security number, relationship to the patient, address, date of birth, and gender, if available.
      iv. Assignment of Benefits form with required signatures;
      v. Medical information releases with required signatures;
      vi. Advance Beneficiary Notice of Noncoverage form with required signatures;
      vii. Certificate of Medical Necessity form with required signatures;
      viii. If required, physician signatures on medical charts and other necessary medical documents that meet Medicare guidelines and
      ix. Crew Signatures and/or Signature Log

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ALL SIGNATURES (PATIENT & CREW) PER MEDICARE RULES MUST BE LEGIBLE

e. EMS Agency will use their best efforts to document the diagnosis or medical condition that supports the medical necessity of a patient's services if one exists. Medicount shall not be responsible for claim denials, partial payments, or payment reductions resulting from EM Services that are not deemed **Medically Necessary** by third-party payors.

f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, nursing homes, jails, correctional or facilities, and Health Information Exchanges, or other entities necessary to support claims' submission, and will timely provide any information requested by patients or third-party payors.

g. When applicable, the EMS Agency will timely refund any overpayments to patients or insurance providers or authorize Medicount to make such refunds on the EMS Agency's behalf.

h. Before, or contemporaneously with, execution of this Agreement, EMS Agency will provide to Medicount any information required to enable Medicount to establish claims and payments processing with Medicare, Medicaid, insurance companies, and third-party payors, including but not limited to any insurance provider numbers issued to EMS Agency, copies of EMS Agency certifications, copies of any applicable driver licenses, licensed EM Services vehicle titles, licensures from the State Department of Health, any provider applications completed or currently in process by any provider, and any other information necessary for credentialing.

i. EMS Agency will assist Medicount with Medicare with EMS Agency's and Medicaid applications and revalidations in a timely manner. EMS Agency will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third-party payors to Medicount. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships, or other contracts so that Medicount may accommodate changes, as necessary.

j. EMS Agency shall provide Medicount with at least thirty (30) days' advance written notice of any EM Services changes and any applicable BLS, ALS, ALS2, and mileage rate changes. No rate change shall be applicable until the EMS Agency has received written confirmation from Medicount acknowledging the rate change notice. Upon such rate change, the EMS Agency agrees to monitor relevant Medicount reports to confirm that the rate changes are implemented. Medicount shall not be responsible for any losses, payment delays, or lost revenue resulting from the EMS Agency's failure to follow the above policy.

k. EMS Agency agrees to abide by Medicount's Patient Hardship Policy attached hereto as **Exhibit D** unless the EMS Agency has its own written policy, which Medicount will follow.

l. EMS Agency shall review and audit Medicount's billing reports monthly to verify the accuracy of the reports, including, but not limited to, implementation of rate changes, the number of runs and

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mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event, no later than ninety (90) days following the submission of the run to Medicount by EMS Agency. The EMS Agency shall reconcile its bank accounts for the deposit of monthly EMS payments with reports made available to the EMS Agency through Medicount's Customer Portal. The EMS Agency shall promptly report any discrepancy or deposit not reflected on Medicount's Notification to ensure a proper accounting and appropriate accrediting of patient accounts. Such notice shall be provided in writing within thirty (30) days of the date of the bank statement. To the extent possible, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If the EMS Agency fails to identify and notify Medicount of any errors within ninety (90) days following the run(s) submission, EMS Agency waives any claim it may have against Medicount for such errors.

m. EMS Agency shall use Medicount's Write-Off Policy attached hereto as **Exhibit E** unless Medicount has received and acknowledged receipt of a policy EMS Agency which dictates how write-offs are handled.

n. EMS Agency will grant Medicount full access to its ePCR software to enable Medicount to assist in solving any issues that may arise.

o. If an external audit request arises outside the normal course of Medicount's business, the EMS Agency agrees to reimburse Medicount at a rate of $150.00 per hour, plus reasonable expenses incurred, including but not limited to document reproduction and legal fees. Before commencing any billable audit work, Medicount will provide the EMS Agency with a cost estimate, allowing the EMS Agency the option to engage an alternative vendor for audit support.

2. **Amendment of Exhibit**. The Parties may amend Exhibit B from time to time upon mutual written Agreement.

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EXHIBIT C
Business Associate Addendum

This Addendum is effective on the ___day of _____2026 (the "Effective Date") and is made part of the Client Services Agreement ("Agreement") by and between **VILLAGE OF LOCKLAND, OHIO,** ("EMS "Agency") and **MEDICOUNT MANAGEMENT, INC.** ("Business Associate") dated of even date herewith.

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules") as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations as the same may be amended, restated, supplemented or replaced ("CFR") and are incorporated herein by reference.

2. **Prohibition on Unauthorized Use or Disclosure of Protected Health Information.** Business Associate acknowledges that any Protected Health Information ("PHI") provided to Business Associate by EMS Agency or any PHI created, maintained, or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any PHI it receives, creates, maintains, or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with (a) the HIPAA Rules as if Business Associate was a Covered Provider under such rules; (b) state laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules 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 as the same may be amended, restated, supplements or replaced.

3. **Use and Disclosure of Protected Health Information.** Except as otherwise permitted herein, Business Associate shall use and 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 may also use PHI it creates for or receives from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement and hereunder. 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 a written contract, from any person or organization to which Business Associate will disclose PHI that such person or organization agrees to abide by the terms and conditions of this Addendum and specifically 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 then promptly notify EMS Agency) of any instance of

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which the person or organization becomes aware that 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. Notwithstanding the preceding, Business Associate hereby acknowledges that it may not sell any PHI except as otherwise permitted under the HIPAA Rules.

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 the EMS Agency.

7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically-maintained or transmitted PHI that Business Associate creates, maintains, transmits and/or receives 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 subcontractor or agent to whom it may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions, and requirements as to the protection of such PHI as are imposed on Business Associate by this Addendum.

9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days before the date on which access is requested. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI pertaining to such Individual in the Business Associate's custody or control. Business Associate shall establish procedures for access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and Government Agencies**. Unless otherwise protected or prohibited from discovery or disclosure by law, 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 or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or an Individual's designee or determining Business Associate's compliance with the

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HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a written request for such access to PHI, and in no case will Business Associate be required to provide access earlier than at least five (5) business days before the receipt of written notice of the requested access date unless otherwise designated by the Secretary.

11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of the EMS Agency, Business Associate shall provide documentation made by this Agreement to permit EMS Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency, and in no case shall the business associate be required to provide such documentation in less than five (5) business days of the Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the Individual to the EMS Agency.

12. **Correction of Health Information/ Restriction on Disclosure**. 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 such amendment to all agents and subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.

13. **Minimum Necessary Determination**. Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to fulfill its obligations under the Agreement. Business Associate represents that it will request only the minimum necessary PHI in connection with its performance of duties under this 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.

14. **Reporting.** Business Associate shall report to EMS Agency any unauthorized use or disclosure of PHI, which it becomes aware of that is not provided for in this Agreement, including breaches of unsecured PHI and any security incident. Business Associate shall report such unauthorized use or disclosure to EMS Agency's Privacy Official no later than 10 business days after Business Associate learns of such breach or security incident. Business Associate's report shall at minimum: (a) state the nature of the unauthorized use or disclosure of PHI; (b) identify the PHI used or disclosed; (c) identify the unauthorized user or recipient of the disclosure; (d) indicate what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) indicate 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.

15. **Obligations of EMS Agency.**

(a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to or is required to abide by under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

16. **Right to Terminate for Breach**. Notwithstanding any other provision of this 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 this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to the 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 its written notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration, or another conclusion of this Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained, or received by Business Associate on behalf of EMS Agency, shall:

(a) Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.

(b) Return to EMS Agency or, if agreed to by EMS Agency, destroy the remaining PHI maintained by Business Associate in any form;

(c) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein that applied before termination;

(e) Return to EMS Agency the retained PHI when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and

(f) Transmit the PHI to another EMS Agency Business Associate at termination as requested by the EMS Agency.

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18. **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 conclusions of the Agreement.

19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS, WHEREOF, the Parties have executed this Addendum as of the Effective Date.

EMS AGENCY:
VILLAGE OF LOCKLAND

By: _____

Print Name: _____

Title: _____

BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.

By: _____

Print Name: Joseph A. Newcomb

Title: President

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EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows for the waiver of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc. (MMI).

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles or who are uninsured and unable to make payments may request a financial hardship review of their transport fee. Patients or their designee must complete an "EMS Hardship Waiver Form," which form requires inclusion of documentation to verify necessity of waiver.

2. The waiver application will be forwarded to the patient or the patient's representative for completion & return to Medicount. The ultimate determination will be noted on the form and in the patient's account and transmitted by letter to the patient.

GUIDELINES:

1. If insurance information is provided, insurance must be billed out before a waiver request is approved or denied.
2. Payment plans will be set up so that the provided credit card is automatically charged the agreed to amount on a monthly basis.
3. A minimum $50 per month payment plan will be implemented when possible.
4. A patient who provides a letter of approval of financial assistance from a medical facility will be approved by MMI for the same reduction amount unless the EMS Agency's policy regarding write-offs provides otherwise.
5. A balance of approximately $100 or less may be written off based on the patient's economic circumstances.

Financial hardship determinations (excluding collection patients) will be based on the current year of poverty guidelines established by the U.S. Department of Health and Human Services (HHS), through its Office of the Assistant Secretary for Planning and Evaluation (ASPE).

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Certificate Of Completion

Envelope Id: 8B6AE4D3-0E1B-85FB-817E-46541F2AD645
Status: Delivered
Subject: MEDICOUNT MANAGEMENT: YOUR EMS BILLING RENEWAL AGREEMENT FOR 2026
Source Envelope:
Document Pages: 19
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Medicount Management
10361 Spartan Drive
nil
Cincinnati, OH 45215
lscott@medicount.com
IP Address: 104.37.222.66

Record Tracking

Status: Original
10/13/2026 5:23:36 PM
Holder: Medicount Management
lscott@medicount.com
Location: DocuSign

Signer Events	Signature	Timestamp
Doug Wehmeyer dwehmeyer@locklandoh.org Administrator Village of Lockland Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/9/2026 9:10:42 AM ID: 43f7b1ea-2347-420d-b85c-d0439860e98f		Sent: 10/13/2026 5:33:16 PM Viewed: 10/13/2026 5:56:37 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Amy Eckhardt aeckhardt@medicount.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/13/2026 5:33:16 PM Viewed: 10/13/2026 5:58:41 PM
Carrie Godbey cgodbey@locklandoh.org Finance Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/13/2026 5:33:17 PM

Carbon Copy Events	Status	Timestamp
Leo Scott lscott@medicount.com Manager Medicount Management, Inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/13/2026 5:33:14 PM
Medicount Team passthru@medicount.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/13/2026 5:33:15 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2026 5:33:17 PM
Certified Delivered	Security Checked	10/13/2026 5:56:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Medicount Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Medicount Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lscott@medicount.com

To advise Medicount Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lscott@medicount.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Medicount Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lscott@medicount.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Medicount Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lscott@medicount.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Medicount Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Medicount Management during the course of your relationship with Medicount Management.