

**BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT SERVICES
AGREEMENT**

by and between

QUICK MED CLAIMS, LLC

and

CITY OF DICKINSON

March 1, 2025

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AGREEMENT

THIS SERVICE AGREEMENT (hereinafter and including all Attachments hereto, the “**Agreement**”) by and between the CITY OF DICKINSON, a North Dakota municipal corporation (hereinafter referred to as “**Provider**”), located at 2475 State Avenue North, Dickinson, North Dakota 58601 and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as “**QMC**”), located at 1400 Lebanon Church Road, Pittsburgh, PA 15236, is entered into with an effective date of March 1, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, Provider provides emergency and/or non-emergency healthcare services, is licensed to so by the recognized agency of the state in which it does business, and is in good standing with all state and federal agencies with responsibilities pertaining to health care reimbursement and legal enforcement; and

WHEREAS, Provider seeks reimbursement for the services that it provides; and

WHEREAS, QMC provides billing and accounts receivable management services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** according to the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and accounts receivable management for the emergency and/or non-emergency healthcare services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

The Recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety. **Provider** engages **QMC** to be the exclusive provider of billing and accounts receivable management services described in this Agreement. **Provider** agrees that it will not enter into any agreement, contract, understanding, or arrangement with any other entity or person to provide the same or substantially similar services during the term of this Agreement.

2. TERM.

This Agreement shall commence on the Effective Date and continue for three (3) years following the date on which QMC begins providing the Services for **Provider** (the “**Initial Term**”), which Go Live Date shall be May 1, 2025 (the “**Go Live Date**”). The Agreement shall automatically renew for successive, additional one (1) year terms (each, a “**Renewal Term**”) unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term.

3. TERMINATION.

a. **Cause.**

- i. Except as set forth in Paragraphs 3(a)(ii) and (iii), below, if either **QMC** or **Provider** materially breaches any provision of this Agreement, the other party may provide written notice to the non-performing party describing such material breach. If the non-performing party fails to cure such material breach within thirty (30) days of such notice and while such material breach remains outstanding, this Agreement may be terminated immediately by the non-breaching party upon written notice; provided, however, if the material breach cannot be cured within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.
- ii. Either party may terminate this Agreement immediately in writing for any of the following:
 1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or
 2. Any amount owed by **Provider** to **QMC** pursuant to this Agreement remains outstanding for thirty (30) days beyond the due date, including, without limitation, any amount owed by **Provider** to **QMC** with respect to a Transition Period (defined below); or
 3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment); or
 4. The other party is convicted of a criminal offense related to any federal or state health care program.
- iii. **QMC** may terminate this Agreement immediately upon written notice if **Provider**:
 1. Fails to pay for **QMC's** Services in accordance with the requirements of this Agreement;
 2. Fails to take reasonable action upon notification by **QMC** of a potential violation of applicable laws or regulations; or
 3. Revokes or otherwise rescinds the applicable contractor or insurer source code required by **QMC** to perform the Services on **Provider's** behalf or causes such source code to be revoked or

otherwise rescinded.

iv. Notwithstanding any other provision of Paragraph 3(a) of this Agreement, **QMC** may, at its sole discretion, temporarily suspend its obligations under this Agreement should **Provider** engage in any conduct listed in Paragraphs 3(a)(ii) and/or (iii) of this Agreement. However, nothing in this Paragraph 3(a)(iv) shall be construed to prohibit **QMC** from terminating this Agreement as otherwise permitted by Paragraph 3(a)(ii) and/or (iii).

b. **Without Cause.**

Either party may terminate this Agreement without assigning a cause or reason upon ninety (90) days written notice to the other party.

c. **Early Termination.**

The parties recognize that **QMC** has conditionally waived its Onboarding Fee (as defined in Attachment A). Notwithstanding the foregoing, if this Agreement terminates for any reason during the initial twelve (12) months of the Initial Term, then such conditional waiver shall be rescinded and **Provider** shall immediately pay to **QMC** the Onboarding Fee.

d. **Transition Period.**

i. If this Agreement is terminated for any reason other than by a party for cause pursuant to Paragraph 3(a), the parties agree to a transition period that shall commence on the termination date and end ninety (90) days thereafter (the "**Transition Period**"). During the Transition Period, **Provider** agrees not to forward any claims with dates of service after the termination date to **QMC** for processing. **QMC** agrees to continue to provide Services for dates of service prior to the termination date as described herein for the entire Transition Period (the "**Transition Services**"). During the Transition Period, **QMC** will bill **Provider** monthly and such monthly invoices shall be due and payable within ten (10) days of receipt. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for the Services that details the work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

ii. If applicable during the Transition Period, **Provider** shall ensure that any new billing agent (the "**New Agent**") cooperates with **QMC** to transition the billing operations to the New Agent and promptly forward to **QMC** all electronic remittance advices and any other documents that explain payment of and adjudication of medical claims that were billed by **QMC** but which are received by the New Agent. **Provider** shall cause the New Agent to provide **QMC** such other billing information received by the New Agent during the Transition Period as may be reasonably necessary for **QMC** to timely and properly perform the Services during the Transition Period.

iii. During the Transition Period, **QMC** may terminate the Transition Services

(A) if **Provider** fails to cure any breach within ten (10) days of having received written notice thereof or (B) upon any default in **Provider's** payment obligations under this Agreement.

4. PROVIDER RESPONSIBILITIES. Provider shall be responsible for the following:

a. **Information Transfer.**

Subject to the terms of Paragraph 18, below, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes but is not limited to complete and legible patient demographic information (including name, address and telephone number), dispatch information, insurance information, medical records, patient clinical records (including patient care reports, which must specifically include the reason for patient transport, documentation regarding medical necessity for transport by ambulance, information regarding points of origin and destination, a description of treatment provided, and documentation of patient loaded miles to the nearest tenth of a mile), essential patient and crew signatures, a Physician Certification Statement or other physician order where required by law for non-emergency ambulance services, Advance Beneficiary Notice of Noncoverage (ABN) (when required), and, if applicable, information on whether the patient is a subscriber to **Provider's** subscription program, and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects, and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third-party payors and will submit its billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is responsible for completing all information accurately so that it reflects work actually performed and matches all medical records. **Provider** agrees that **QMC** shall not be liable for any errors resulting from **Provider's** failure to provide **QMC** with correct and complete billing information. **Provider** also acknowledges that all denials based on documentation, service levels, codes or charges assigned by **Provider** are the sole responsibility of **Provider**. **QMC** will not alter the billing information or medical records, but rather shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

b. **Access to Information.**

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.

c. **Notice of Privacy Practices.**

Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

d. **Outside Consultants.**

Any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the sole financial responsibility of **Provider**.

e. **Designated Representative.**

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

f. **Policies and Contracts.**

Provider shall supply **QMC** with any applicable **Provider** contracts or policies for billing and any agreements or subscription program materials that may impact on **QMC's** billing for **Provider's** services and promptly provide **QMC** with any updates to such information.

g. **Billing Rates.**

Provider shall promptly notify **QMC** of any changes in billing rates, contractual obligations affecting **Provider's** billing or other changes to **Provider's** billing policies not later than thirty (30) days prior to the effective date of such changes.

h. **Bank Account.**

Provider shall designate to **QMC** a depository bank account (or "lock box" account) to which funds may be directly deposited without **QMC** negotiating checks made payable to **Provider**. Such account shall be maintained by **Provider** at its sole cost and expense.

i. **Ambulance License.**

Provider shall maintain in good standing and supply **QMC** a copy of its ambulance service license, certification or permit to do business (including any Certificate of Need or similar permit where required by law), applicable clinical treatment protocols and dispatch protocols. If necessary and requested by **QMC**, **Provider** will also furnish a description of the levels and types of service it provides under state law and a list of all personnel, including certification/licensure levels.

j. **Direct Payments.**

Provider shall promptly report receipt of all payments made directly to **Provider** for ambulance services rendered by **Provider**. **Provider** shall provide to **QMC** view-only access to **Provider's** deposit and/or lockbox accounts for the purpose of verifying and reconciling payments. For such accounts where view-only access is infeasible, **Provider** shall provide to **QMC** at **Provider's** expense timely written reports reflecting account activity.

k. **Governmental Payor Enrollment.**

Provider shall maintain an active, valid Medicare Provider Number and National Provider Identification Number (NPI). **Provider** shall ensure that it revalidates its provider enrollment periodically when required. **Provider** shall promptly forward to **QMC** all communications, from CMS or a Medicare Administrative Contractor or other federal Contractor concerning or relating to **Provider's** Medicare and Medicaid Enrollment, processing of changes to its Medicare or Medicaid enrollment, or Medicare/Medicaid billing or billing privileges. Notwithstanding the foregoing, **Provider** understands and agrees that it is solely **Provider's** responsibility to maintain its Medicare and Medicaid enrollment and to comply with all requirements to promptly update all enrollment information promptly and within legally required time limits upon the change of any enrollment information.

l. **Refrain from Sending Ineligible Claims.**

Provider shall refrain from submitting to **QMC** any claim for processing if (i) **Provider** knows or should know that the claim is ineligible for payment or reimbursement or (ii) **Provider** is ineligible for payment by any third party payors as a result of its licensure status, exclusion, or other sanction with such payor or program, or other legal impediment, and shall promptly notify **QMC** of any termination, suspension, or revocation of its license, or exclusion from any state or federal health care program, or any change in ownership. **Provider** understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. **Provider** agrees to abide by **QMC's** decisions to proper coding and payer based on the information provided to **QMC** by **Provider**.

m. **Services Rendered in Accordance with the Law.**

Provider shall ensure and shall implement any and all necessary processes to ensure that all services rendered by **Provider** are furnished in accordance with all applicable laws, regulations, and policies, and are performed by individuals who possess current and valid licenses and/or certifications as required by state and local law for the staffing of an ambulance at the level of service provided by **Provider**.

n. **Subscription/Membership Program.**

In the event that **Provider** operates a subscription or membership program, **Provider** represents and warrants that it is permissible under its state law to do so, and that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with all applicable state and federal laws, regulations, and guidelines. **Provider** is responsible to inform **QMC** of its patients who are subscribers or member of **Provider's** subscription or member program. Notwithstanding any other provision of this Agreement, **Provider** agrees to defend, indemnify, and hold harmless, to the extent permitted under North Dakota law, **QMC** in the event that **Provider's** subscription or membership program is not actuarially sound or is otherwise violates federal or state law, regulation, or other requirement.

o. **Overpayments.**

Provider understand and agrees that it is solely responsible for the prompt return of all overpayments or recouments sought or imposed by any insurer, carrier, payer, or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessment. **Provider** further understands that federal law requires any overpayments made by Medicare or other federal health care program be refunded within sixty (60) days of the identification of any such overpayments.

p. **External and Internal Audits.**

Provider shall immediately notify **QMC** if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of **Provider** and/or **QMC**, or claims submitted by **QMC** on behalf of **Provider**, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, or other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive the termination of this Agreement.

Provider bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. **QMC** shall assist **Provider** in producing any records, reports, or documents in its possession which pertain to the audit or investigation and to which it has a right of access under Paragraph 18(b) or (c) and may charge **Provider** a reasonable fee for copying, preparation, assembly, or retrieval of such documents or reports. **QMC** shall have no obligation to perform any duties under this Paragraph 4(p) after the termination of this Agreement for any reason.

5. **QMC SERVICES.** **QMC** shall perform the following services for **Provider** (collectively the “Services”):

a. **Enrollment and Credentialing Services.**

QMC shall use commercially reasonable efforts to arrange for the initial credentialing and re-credentialing of **Provider** with health plans as directed by **Provider** in accordance with this Agreement. **QMC** does not guarantee the success of credentialing or re-credentialing services or that success will be achieved within a specific time frame; **Provider** agrees and understands that the ultimate result and duration of credentialing and re-credentialing efforts regarding a health plan based on information provided to **QMC** by **Provider** is solely within the control of the health plan. A health plan’s denial or termination of **Provider**’s participation in the health plan based on guidance given to **Provider** by **QMC** and provided to the health plan is not a breach of this Agreement and **Provider** agrees that **QMC** is not liable for any damages to **Provider** as the result of such denial or termination.

b. **Demographic Information Verification.**

QMC shall use commercially reasonable efforts to verify through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

c. **Insurance Information Verification.**

QMC shall use commercially reasonable efforts to verify through accessible sources patient care reports and all insurance information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

d. **Claims Processing.**

QMC shall prepare claims and/invoices based on **Provider's** patient care reports and supporting documentation (including, where required, physician certification statements, dispatch or call intake records or other documentation necessary for billing according to the rules of the applicable payor(s)), deemed complete by **QMC**, to specifically include coding of claims based on the documentation contained within **Provider's** patient care reports and any supporting documents. **Provider** acknowledges and agrees that coding is by its very nature subjective and that separate parties reviewing the same information may arrive at different conclusions regarding the codes to be assigned; provided, however, that **QMC** shall not assign codes that it knows to be incorrect. In the event it is determined that **QMC** was solely responsible for assigning inaccurate codes for services provided by **Provider**, **QMC's** sole liability, and **Provider's** sole remedy, shall be limited to **QMC's** recoding the applicable services at no additional cost to **Provider**. **QMC** will use commercially reasonable efforts to submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3(a) for successful submission. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of all eligible billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**. **Provider** agrees that **QMC** shall not be held responsible for any delays in the filing or processing of claims or bills caused by or arising from insufficient or incorrect documentation or information supplied by **Provider** or any other third party or for delays resulting from account set-up time for insurance carriers and governmental programs. In addition to any other limitations set forth in this Agreement, **QMC** shall have no liability for or bear the costs associated with any loss or damage, whether direct, indirect, special, consequential, exemplary, punitive, incidental or otherwise, arising out of, in connection with, resulting from, caused by, or relating to: (i) a determination that services provided by **Provider** were not "medically necessary," (ii) inaccurately coded claims resulting from incorrect information provided to **QMC** by **Provider** or a third party, (iii) **Provider's** acts or omissions; (iv) the acts or omissions of third parties that receive, process, verify, or otherwise transmit health information in connection with health care transactions (each such party, a "Clearinghouse"); or (v) the acts or omissions of third parties who gain access to or otherwise use the data of a Clearinghouse in an unlawful or unauthorized manner.

e. **Accounts Receivable Management.**

QMC shall provide follow-up and accounts receivable management services for claims arising out of services rendered by **Provider**. **QMC** shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, make appropriate and reasonable

accounts receivable management efforts on all billings and claims to include the preparation of invoices and reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals. If instructed by **Provider**, **QMC** will forward unpaid accounts that are at least ninety (90) days past due to the **Provider**, or a collection agency selected by **Provider**. **Provider** shall be responsible for all collection agency costs. **QMC** is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by **Provider** or its collection agency. **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

f. **Reimbursement Posting.**

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts within three (3) business days of receipt and make such information available to **Provider** for review. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

g. **Appeals.**

QMC will use commercially reasonable efforts to complete reviews, appeals and related processes to respond to third party payor denials in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

h. **Fixed Reporting.**

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment B to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider**, for which the cost, content and timeliness will be mutually agreed upon by the parties.

i. **Correspondence.**

QMC shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. The Parties stipulate modification of correspondence may be necessary to comply with applicable law and will use their best efforts to institute letter modifications when necessary.

j. **Credit Card Merchant Account.**

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated

funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

k. **Overpayments and Credit Balances.**

QMC will notify **Provider** of any overpayments and/or credit balances of which **QMC** becomes aware. **Provider** bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patient, or other payers or insurers, and agrees to make such refunds. **QMC** may, at its option, assist **Provider** in processing such refunds, but all refunds are to be made solely with **Provider's** funds, and **QMC** has no responsibility to make such refunds.

l. **Account Representative.**

QMC will provide one or more account representatives to respond to patient, payer, and/or **Provider** billing questions during **QMC's** regular business hours.

m. **Accounting and Auditing.**

If **Provider** requires **QMC's** assistance in **Provider's** accounting or other internal audits, **QMC** may charge for such audit support services at its customary rates, to be established by **QMC** from time to time. Upon written request of **Provider** for same, **QMC** shall furnish these rates to **Provider** in writing prior to undertaking any work pursuant to this Paragraph 5(m). From time to time, **Provider** may request to audit **QMC's** records directly related to the Services delivered to **Provider**. The terms of any audit by **Provider** of **QMC** shall be conducted according to written agreement signed by both parties that specifically cites this Paragraph 5(m) of this Agreement.

n. **Provider Resources.**

Provider acknowledges and agrees that **QMC** may provide the Services hereunder through internal and external personnel or resources that may be located inside or outside of the United States.

6. SPECIFICALLY EXCLUDED DUTIES OF QMC. Notwithstanding any provisions of this Agreement to the contrary, QMC shall not be responsible to/shall not:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Accept a reassignment of any benefits where prohibited by law.
- c. Negotiate any checks made payable to **Provider**, although **QMC** may forward collection accounts to a collection agent of **Provider's** choosing. Nothing in this Agreement is intended to make **QMC** a debt collector under the federal Fair Debt Collection Practices Act or similar state laws, and **QMC** should not be construed as undertaking any activities that would make it a debt collector under the Fair Debt Collection Practices Act or similar state laws.
- d. Provide legal advice or legal services to **Provider**, **Provider's** patients or payers, or anyone acting on **Provider's** behalf.

- e. Monitor the actuarial soundness of **Provider's** subscription/membership program, if applicable.
- f. Unless otherwise set forth in a separate agreement between the parties, provide any billing or accounts receivable management services with respect to emergency and/or non-emergency ambulance services provided by **Provider** prior to the Go-Live Date.

QMC's sole obligation is to provide the Services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys.

7. COMPENSATION.

a. Service Fees.

In recognition of the Services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

b. Payment Terms.

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for the Services. **QMC** shall issue invoices to **Provider** on a monthly basis. If **Provider** is a governmental entity, **Provider** shall pay **QMC** from the revenue generated by the Services, a revenue source separate and apart from **Provider's** other revenue sources including any and all tax levies. If any invoices remain outstanding for fifteen (15) days or more, **QMC** may charge interest on the unpaid balance at the rate of one- and one-half percent (1.5 %) of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, without limiting any termination rights under this Agreement, **QMC** may at its option suspend the Services hereunder upon five (5) day's prior written notice if any invoices remain outstanding for fifteen (15) days or more.

8. RATES.

Provider shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

9. INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY.

a. Indemnity.

Subject to Paragraph 9(c), each party agrees to indemnify and hold the other party harmless from any losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) ("Claims") not covered by the other party's insurance coverage, which result from third party claims or lawsuits, arising from the actual

or alleged wrongful acts or omissions of such party, including without limitation, breach of this Agreement. The indemnification on behalf of Provider contemplated under this Agreement is limited to the extent indemnification is allowed under North Dakota law.

b. **Disclaimer.**

Except as expressly set forth in this Agreement, **QMC** makes no warranties whatsoever with respect to its services provided hereunder, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALINGS OR USAGE OF TRADE. Without limiting the foregoing, **QMC** expressly disclaims any and all warranties or representations pertaining to the amount of payments that will be achieved based on the services it renders under this Agreement. This disclaimer in no way limits **QMC**'s obligations to comply with the express terms of this Agreement.

c. **Limitation of Liability.**

In no event shall **QMC'S** total cumulative liability for any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) under this Agreement (whether by reason of breach of contract, tort, strict liability, indemnification or otherwise) exceed (1) the total fees paid by **Provider** to **QMC** within the one (1) year period prior to the claim giving rise to the alleged or actual damages less (2) any prior damages paid by **Provider** to **QMC** or any policy limits on liability insurance, whichever is greater. In no event shall **QMC** be liable for any indirect, special, consequential, incidental, exemplary or punitive damages (including without limitation damages for loss of revenue, loss of refunds, loss of data, loss of profits or loss of goodwill) regardless of whether **QMC** has been informed of the possibility of such damages. Any claims, damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of, based on, or relating to this Agreement not presented by **Provider** to **QMC** in writing pursuant to the notice provisions of Paragraph 14 within one (1) year from the occurrence thereof shall be deemed waived. **Provider** shall have the duty to mitigate its damages or potential damages.

10. INSURANCE.

Each party shall maintain general liability insurance and, in the case of **Provider**, professional liability insurance in accordance with usual and customary industry practice. Each party shall provide proof of insurance to the other party upon request.

11. INDEPENDENT CONTRACTOR STATUS.

In the performance of the Services under this Agreement, **QMC** and its personnel are independent contractors and not employees or agents of **Provider**. This Agreement does not create the relationship of employer and employee. **QMC** and its employees and independent contractors will be solely responsible for all required federal and state income taxes and withholdings applicable to them.

12. REGULATORY COMPLIANCE.

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for ambulance and medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

13. NON-SOLICITATION; NON-EMPLOYMENT.

Provider acknowledges that **QMC** has invested significant time and other resources in the initial and subsequent training of its employees. **Provider** also acknowledges that **QMC's** employees, due to their positions of trust, have had access to **QMC's** Proprietary Information. Therefore, in order to protect **QMC's** legitimate business interests and assets:

- a. During the term of this Agreement and for a two (2) year period following its termination for any reason whatsoever (the "**Restriction Period**"), **Provider** shall not, directly or indirectly, without the express written consent of **QMC**: (i) employ, hire, or otherwise retain, or (ii) recruit, solicit or otherwise attempt to employ, hire or otherwise retain, either on its own behalf or on behalf of any third party, any individual who was an employee of **QMC** at any time during the term of this Agreement (the "**Restriction**").
- b. **Provider** acknowledges that compliance with the Restriction is necessary to protect the business and goodwill of **QMC**, and that any breach of the Restriction by **Provider** will result in irreparable and continuing damages to **QMC**, for which money damages will not provide adequate relief. Consequently, **Provider** agrees that in the event it breaches or threatens to breach the Restriction, **QMC** shall be entitled to petition a court of law or equity for a temporary restraining order, a temporary or preliminary injunction and a permanent injunction, in order to cause **Provider** to cease and desist from any further breaches of the Restriction and in order to prevent immediately and permanently the continuation of such harm.
- c. The Restriction shall apply during the Restriction Period. If **Provider** violates the Restriction and **QMC** brings legal action for injunctive or other relief, **QMC** shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Restriction Period. Accordingly, the time during which **Provider** is in violation of the Restriction and the time during the pendency of any legal or equitable action shall not be included in calculating the Restriction Period.
- d. The covenants and restrictions contained in this Paragraph 13 are separate and divisible. If, for any reason, any one provision or clause is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed limited by construction and scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be severed from this Agreement without affecting the validity or enforceability of any other term or provision hereof. Each provision and clause shall be enforced to the maximum extent permitted by law.

- e. The existence of any claim or cause of action by **Provider** against **QMC** shall not constitute a defense to the enforcement of the Restriction by **QMC**, but shall be resolved separately.

14. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to Provider:

Jeremy Presnell
Fire Chief
Dickinson Fire Department
2475 State Avenue North
Dickinson, ND 58601
jeremy.presnell@Dickinsongov.com

If sent to QMC:

S. Mark Talley
Chief Executive Officer
Quick Med Claims, LLC
1400 Lebanon Church Road
Pittsburgh, PA 15236
mtalley@quickmedclaims.com

15. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

16. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

17. FORCE MAJEURE.

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “force majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, terrorism, epidemics, war, strikes, cyberattacks, work slowdowns, fire, flood, earthquake or other “acts of God” or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in

accordance with Paragraph 3. Notwithstanding the foregoing, a force majeure event shall not excuse **Provider** from its payment obligations as set out in Paragraph 7.

18. RECORDS.

- a. Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of the Services hereunder. In addition, **QMC** hereby agrees, if the Services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.
- b. **Provider** understands that all documentation provided to **QMC** by **Provider**, whether in electronic and/or paper form, are for the sole and express purpose of permitting **QMC** to provide the Services under this Agreement. It is **Provider’s** responsibility to maintain all of its documents and business records, including copies of any documents or records provided to **QMC** (“**Provider-Provided Records**”). **QMC** does not act as **Provider’s** records custodian. As a convenience to **Provider**, **QMC** will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (in compliance with federal and applicable state privacy laws) for such documentation, if those records are in **QMC’s** possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by **QMC** to be routine attorney requests, **QMC** shall forward such requests to **Provider** for disposition. **Provider** further understands and acknowledges that any paper documents provided to **QMC** will be converted to electronic format, and that **QMC** will not maintain paper copies of any such paper documents provided to it by **Provider**. **QMC** reserves the right to destroy any such paper documents upon their conversion to electronic format. **QMC** shall store all documentation in compliance with state and federal law.
- c. During the term of this Agreement, **QMC** shall, upon **Provider’s** written request, provide to **Provider**, in electronic format, copies of any **Provider-Provided Records** furnished to **QMC** by **Provider**, and any Claim Adjudication Documents generated by and received from insurers and payers in response to claims submitted by **QMC** on **Provider’s** behalf. “Claim Adjudication Documents” shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar nature.
- d. Any documents, data, records, or information compiled in the course of **QMC’s** provision of the Services under this Agreement other than those **Provider-Provided Records** and Claim Adjudication documents defined in Paragraphs 18(b) and (c), above, shall be the sole and exclusive property of **QMC** and shall be considered the business and/or proprietary records of **QMC**. **QMC** shall have no obligation

to furnish any such business or proprietary records of **QMC** to **Provider**, and **Provider** shall have a right of access only to the **Provider-Provided Records** and Claim Adjudication Document, as defined in Paragraphs 18(b) and (c).

- e. Should this Agreement be terminated for any reason, all documents and records to which **Provider** has a right of access under Paragraphs 18(b) and (c) of this Agreement shall be maintained in electronic format at a site convenient for a reasonable amount of time for any follow-up **QMC** has agreed to perform pursuant to this Agreement. Electronic copies of the records to which **Provider** has a right of access under Paragraphs 18(b) and (c) will be made available to **Provider** in electronic format acceptable to **QMC** at the **Provider's** written request within thirty (30) days following termination of this Agreement or within thirty (30) days of the payment of all outstanding invoices to **QMC** and following a written request for those records, whichever is greater. In other words, if **Provider** has any outstanding invoices due to **QMC**, **QMC** has no responsibility to respond to **Provider** record requests, **QMC** shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such **QMC-generated** reports to **Provider**.
- f. Upon termination of this Agreement, **Provider** is responsible to notify all payers, patients, and other correspondents of its new address, phone number and contact information for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, **QMC** will not be responsible for mail, deliveries, messages, or other communications sent in **Provider's** name to **QMC** after the effective termination date of this Agreement, and **QMC** shall have no duty to accept, maintain, copy, deliver, or forward such communication to **Provider** following termination of this Agreement.

19. **CONFIDENTIALITY.**

a. **General Provision.**

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC's** standard business associate agreement, which is incorporated herein and attached hereto as Attachment C on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

b. **Software.**

Provider acknowledges that the billing software used by **QMC** (the "Software") in performing the Services is proprietary and confidential and the sole property of **QMC**. **Provider** agrees: (i) that this Agreement does not and shall not be

construed to confer upon **Provider**, any express or implied right, title or interest in or to any of the Software, (ii) that it will not assert any claim to the Software and will fully cooperate with **QMC** in protecting all of the intellectual property rights of **QMC** and its affiliates in and to the Software, (iii) it shall not, and shall not permit any other person to copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software, whether in whole or in part; (iv) that it shall strictly abide by **QMC's** policies and procedures, in effect from time to time, setting forth the parties' rights and responsibilities with respect to the Software, (v) that it will not use the Software except in connection with services provided during the term of this Agreement, nor in any manner that may contravene any applicable law or impair the validity or enforceability of **QMC's** intellectual property rights with respect to the Software, (vi) not to disclose to anyone other than its accountants and attorney any information it receives about the Software, copies of computer reports, **QMC's** business practice or other trade secrets, (vii) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party, (viii) not to reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part, and (ix) not to bypass or breach any security device or protection used for or contained in the Software. **Provider** hereby agrees to fully perform all of its obligations in connection therewith as set forth herein.

c. **Terms of the Agreement.**

QMC and **Provider** agree that this Agreement and its terms and conditions shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

d. **Public Relations.**

QMC and **Provider** shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

20. GOVERNING LAW AND FORUM SELECTION.

This Agreement and the rights of the parties hereunder, shall be deemed to have been made and entered into in North Dakota and shall be interpreted and determined in accordance with the laws of the State of North Dakota, without consideration of conflict of law principles.

21. RESERVED.

22. DRAFTER.

Both parties agree that they were provided a fair and reasonable time to evaluate and ask any questions about **QMC's** services and the terms and conditions of this Agreement. Each party further agrees that they are not acting under undue influence or based on unwritten promises in executing this Agreement and that execution of this Agreement is done freely, knowingly and voluntarily. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

23. AMENDMENT; WAIVER.

The waiver of any breach of any provision of this Agreement does not operate and may not be construed as a waiver of any later breach. The provisions of this Agreement may be amended only with the prior written consent of **QMC** and **Provider**.

24. COUNTERPARTS.

This Agreement may be executed in counterparts and each counterpart will be considered an original. Together, the counterparts are one and the same Agreement.

25. INTERPRETATION.

Headings and captions are only for the convenience of the parties. They do not have substantive meaning. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of any party may require.

26. NO THIRD PARTY BENEFICIARIES.

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than **QMC**, **Provider** and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

27. SURVIVAL.

Any provisions of this Agreement that impose an obligation after termination of this Agreement, including without limitation the provisions of Sections 3(c), 10, 11, 14, 27, and Attachment C shall survive the termination of this Agreement and shall continue to be binding on the parties.

28. ENTIRE AGREEMENT.

This Agreement and all of the Attachments to this Agreement set forth the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement. Each party has relied only on any written representations contain herein.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

CITY OF DICKINSON

QUICK MED CLAIMS, LLC

BY:

BY:

Scott Decker

S. Mark Talley

Commission President

Chief Executive Officer

DATE: _____

DATE: _____

ATTEST:

BY:

Dustin D. Dassinger, City Administrator

DATE: _____

ATTACHMENT A

SCHEDULE OF FEES

SERVICE FEES

NEW CLIENT ONBOARDING FEE (Conditionally Waived Subject to Section 2.c)

- **\$10,000.00**

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **5.00% of Collected Revenue**

ASSUMPTIONS AND DEFINITIONS

Collected Revenue will include all revenue that is collected and posted in the **QMC** billing system and reported to **Provider** on a monthly basis.

Estimated 2,400 claims per year based on the data provided.

INCLUDED TECHNOLOGY AND SERVICES

The following technology and services are included in our all-inclusive price proposal:

- Access to Industry Experts
- Account Management with Client Success Manager
- Automated Electronic Data Import from ePCR Software
- Billing and Reporting Software
- Client Team Meetings & Analytical Services
- Compassionate Billing & Patient Services
- Compliance Services & Regulatory Updates
- Comprehensive EMS Billing Services
- Data Export to Collection Agency, if desired
- eServices for Credit Card Processing
- HIPAA Compliant Interpretation Services Initial Documentation & Q-Bi Analytics Training
- Industry Benchmarking
- Invoice and Correspondence Printing and Postage
- Mailroom Services
- Networking Opportunities with Peer Agencies
- Ongoing Annual Documentation Training
- Payment Processing
- Q-Bi Business Intelligence Tool
- Supplemental Education Opportunities – Webinars, podcasts, presentations, etc.
- 24/7/365 Client Access Portal

ATTACHMENT B

REPORTS

REPORTS

Operational and Financial Reporting. QMC shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. **Closing Balance Summary Report.** This report provides a summarized roll forward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.
2. **Charge Summary Report.** This report provides the detail of charges within the reporting period.
3. **Charge Adjustment Summary Report.** This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.
4. **Credit Summary Report.** This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, which occurred within the reporting period.
5. **Credit Adjustment Summary Report.** This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.
6. **Payor Summary Report.** This report provides a summary of charges and credits associated with each payor.
7. **Payor Adjustments Summary Report.** This report provides a summary of all charge and credit adjustments associated with each payor.
8. **Payor Aging Report.** This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made effective as of March 1, 2025 (the “**Effective Date**”), by and between **DICKINSON FIRE DEPARTMENT** (“Covered Entity”) and **QUICK MED CLAIMS, LLC** (“Business Associate”).

RECITALS

WHEREAS, Covered Entity and Business Associate have entered into an arrangement (the “**Services Arrangement**”) pursuant to which Business Associate provides billing and accounts receivable management services to Covered Entity that involve access to Protected Health Information (defined below);

WHEREAS, Covered Entity and Business Associate are entering into this BAA in order to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and Subtitle D of the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act, and the regulations and guidance promulgated pursuant to the foregoing laws (collectively, “**HIPAA**”); and

WHEREAS, to the extent the parties have previously entered into a business associate contract, this BAA supersedes and replaces such contract as of the date stated above.

NOW, THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate hereby agree to the following terms.

1. Definitions

1.1. Breach shall have the same meaning as the term “breach” in 45 CFR §164.402.

1.2. Designated Record Set shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

1.3. Electronic Protected Health Information shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4. Individual shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.5. Privacy Rule shall mean 45 CFR Part 160 and Part 164, Subparts A and E.

1.6. Protected Health Information shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7. Required By Law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

1.8. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.9. Security Incident shall have the same meaning as the term “security incident” in 45 CFR § 164.304.

1.10. Security Rule shall mean 45 CFR Part 160 and Part 164, Subparts A and C.

1.11. Subcontractor shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.

1.12. Unsecured Protected Health Information shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

Unless otherwise provided in this BAA, all terms have the same meaning as set forth in HIPAA, as amended. All citations to the Code of Federal Regulations set forth in this BAA shall include all subsequent, updated, amended and/or revised provisions thereto.

2. Obligations and Activities of Business Associate

2.1. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

2.2. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the information other than as provided for by this BAA.

2.3. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware, including any Breaches of Unsecured Protected Health Information as required by 45 CFR §164.410.

2.4. In accordance with 45 CFR §164.502(e)(1)(ii), Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to restrictions and conditions substantially similar to those that apply through this BAA to Business Associate with respect to such information.

2.5. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make available such Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524 and make available such Protected Health Information for amendment and incorporate any amendments to such Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.

2.6. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.7. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures of Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528 and the HITECH Act.

2.8. With respect to Electronic Protected Health Information, Business Associate agrees to (a) comply with the applicable requirements of the Security Rule, (b) in accordance with 45 CFR §164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirements of the Security Rule by entering into a contract or other arrangement that complies with 45 CFR §164.314, and (c) report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 CFR §164.410. This section constitutes ongoing notice by Business Associate to Covered Entity of the existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Covered Entity is required. The term “Unsuccessful Security Incidents” includes, without limitation: pings and other broadcast attacks

on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the foregoing, so long as no such incident results in unauthorized access to, use or disclosure of Electronic Protected Health Information.

2.9. To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity with respect to such obligation.

3. Permitted Uses and Disclosures by Business Associate

3.1. Business Associate may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity pursuant to the Services Arrangement, provided that any such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2. Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4. Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity, as permitted by 42 CFR § 164.504(e)(2)(i)(B), and Business Associate may de-identify Protected Health Information provided that such de-identification conforms to the requirements of the Privacy Rule.

3.5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

4. Obligations of Covered Entity

4.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information as specified in Section 3 above.

4.2. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.3. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Term and Termination

5.1. Term. The term of this BAA shall begin as of the Effective Date and shall terminate upon (i) the later of the termination or expiration of the Services Arrangement or the cessation of all services pursuant to the Services Arrangement or (ii) the termination of this BAA pursuant to Section 5.2 below.

5.2. Termination for Cause. This BAA may be terminated by either party upon the material breach of this BAA by the other party in the event that the defaulting party fails to cure such material breach within thirty (30) days following written notice from the non-defaulting party describing such material breach.

5.3. Effect of Termination. Upon termination of this BAA for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Notwithstanding the foregoing sentence, in the event Business Associate determines that returning or destroying certain Protected Health Information is infeasible, Business Associate shall retain such Protected Health Information, extending the protections of this BAA to such Protected Health Information and limiting further uses and disclosures of such Protected Health Information to those purposes for which such PHI was retained. For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required By Law or otherwise necessary for Business Associate's proper management and administration or carrying out its legal responsibilities.

6. Miscellaneous

6.1. Regulatory References. A reference in this BAA to a section in the Privacy or Security Rule or other section of the HIPAA regulations means the section as in effect or as amended.

6.2. Survival. Any provision of this BAA which imposes an obligation after termination of this BAA, including but not limited to Section 5.3, shall survive the termination of this BAA and continue to be binding on the parties.

6.3. Interpretation; Entire Agreement; Amendment. Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA. With respect to the subject matter of this BAA, this BAA supersedes all previous contracts by and between the parties and, together with the Services Arrangement, constitutes the entire agreement between the parties. In the event that a provision of this BAA conflicts with a provision of the Services Arrangement, the provision of this BAA shall control; provided, however, that to the extent any provision within the Services Arrangement imposes more stringent requirements than those required in the BAA, the parties agree to adhere to the terms of the Services Arrangement. Otherwise, this BAA shall be construed under, and in accordance with, the terms of the Services Arrangement. This BAA may be amended only by written agreement between the parties.

6.4. Assignment. No assignment of the rights or obligations of either party under this BAA shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This BAA shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

6.5. Notices. Any notice required or permitted under this BAA shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: Quick Med Claims, LLC
Attention: S. Mark Talley, CEO
1400 Lebanon Church Road
Pittsburgh, PA 15236
Mtalley@quickmedclaims.com

Covered Entity: City of Dickinson
Attn: Jeremy Presnell
2475 State Avenue North
Dickinson, ND 58601
Jeremy.presnell@Dickinsongov.com

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

6.6. Governing Law. To the extent not preempted by Federal law, this BAA shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions that would require application of the law of another state.

6.7. Counterparts; Signature. This BAA may be executed in multiple counterparts, which together shall constitute an original. Also, this BAA may be executed by facsimile or electronic signature.

6.8. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

6.9. Other Requirements. Business Associate and Covered Entity agree that, to the extent not incorporated or referenced in this BAA, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates, and that are required to be incorporated by reference in a business associate agreement, are incorporated into this BAA as if set forth in this BAA in their entirety and are effective as of the applicable date for each such requirement on which the Secretary will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on the applicable date of each such requirement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this BAA by and through their duly authorized representatives.

COVERED ENTITY:

City of Dickinson

BY: _____

NAME: Scott Decker

TITLE: Commission President

DATE: _____

ATTEST:

BY: _____

NAME: Dustin D. Dassinger

TITLE: City Administrator

DATE: _____

BUSINESS ASSOCIATE:

Quick Med Claims, LLC

BY: _____

NAME: S. Mark Talley

TITLE: Chief Executive Officer

DATE: _____