

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (this "Agreement") is made this 30 day of December 2015, between General Collection Company, a corporation duly incorporated under the laws of the State of Nebraska (the "Company"), and City of Grand Island - Ambulance, a medical facility, duly licensed under the laws of the State of Nebraska (the "Provider").

Witnesseth:

WHEREAS, the Provider desires to engage the Company to handle certain patient collection services on behalf of the Provider's patient accounts office, and,

WHEREAS, the Company desires to accept such engagement offered by the Provider;

NOW, THEREFORE, in consideration for the mutual obligations contained herein the Company and the Provider, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. **Term.** This Agreement shall be effective as of the date first above written (the "Effective Date"). Subject to the provisions of Section 3 of this Agreement, the Agreement shall remain in full force and effect for at least one year beyond the Effective Date (the "Initial Term").
2. **Use and Disclosure of Protected Health Information.** The parties hereto agree that in order for the Company to perform its duties under this Agreement, it will be necessary for the Company to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 §CFR 164.501.

2.1 *Permitted and Required Uses and Disclosure of PHI.* The parties hereto agree that the Company may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 §CFR 164.501. The parties hereto further agree that the Company may use or disclose PHI for any use or disclosure that is required by law.

2.2 *Use and Disclosure of Minimum Necessary Amount of PHI.* The parties hereto desire to ensure that the Provider only discloses to the Company the minimum necessary amount of PHI necessary for the Company to perform its duties under this Agreement. The parties hereto agree that the following information is the minimum necessary in order for the Company to perform its duties under this Agreement.

[NOTE: Insert below the data elements that the Company and the Provider have negotiated and agreed are the minimum necessary needed by the Company to perform its duties under this Agreement.]

- (A) Date of Service
- (B) Dollar Amount of Service
- (C) General description of Service, ex: appointment, exam, office visit, patient name of different that guarantor.
- (D) Upon the Company's receipt of a written request from patient requesting verification of the account information, the Provider shall provide the Company with an itemization of the services and the date(s) such service(s) were rendered to the patient and which pertain to the account receivable referred to the Company pursuant to the Agreement.

3. Termination.

- 3.1 *After the Initial Term.* After the expiration of the Initial Term, either party may at any time for any or for no reason, terminate this Agreement upon sixty (60) days written notice to the other party. At the end of the Initial Term, unless the parties have renegotiated an additional term for this Agreement, this Agreement shall remain in full force and effect unless this Agreement is terminated pursuant to the provision of Section 3 herein.
- 3.2 *Continued Efforts.* Upon termination of this Agreement for any reason other than pursuant to Section 3.4 below, the Company shall be entitled to continue working on all accounts received from the Provider prior to the termination date of this Agreement period.
- 3.3 *No Obligation to Continue Collection.* The Company will be able to work on any accounts placed with the Company after the Company has received notice of the Provider's intent to terminate this Agreement.
- 3.4 *Termination by the Provider for Breach.* Notwithstanding the provisions of Section 1 and Section 3.1 of his Agreement, pursuant to 45 CFR §164.504(e)(2)(iii), the Provider may terminate this Agreement if the Provider determines that the Company has breached a material term of this Agreement. In the event of a material breach of the Company's duties and responsibilities contained in Sections 4.7 through and including 4.15 of this Agreement, the Provider may immediately terminate this Agreement upon written notice to the Company. In the event of a claimed material breach of any other provision of this Agreement by the Company, the Provider shall give the Company written

notice of the alleged material breach. The Company shall have ten (10) days from the date of any written notice of breach to cure the alleged breach. In the event the Company cures the alleged breach within the ten (10) day time period, this Agreement shall remain in full force and effect. In the event that the Company fails to cure the alleged breach within the ten (10) day time period, this Agreement shall terminate.

3.5 *Termination by the Company for Breach.* In the event of a claimed material breach of any provision of this Agreement by the Provider, the Company shall give the Provider written notice of the alleged material breach. The Provider shall have ten (10) days from the date of any written notice of breach to cure the alleged breach. In the event the Provider cures the alleged breach within the ten (10) day time period, this Agreement shall remain in full force and effect. In the event that the Provider fails to cure the alleged beach within the ten (10) day time period, this Agreement shall terminate.

3.6 *Company's Right to Receive Compensation on Certain Accounts After Termination.* The parties hereto expressly agree that the Company shall be entitled to continue receiving compensation after termination of this Agreement by any party, for any reason, or for no reason at all, for payments received by either the Company or the Provider on all the accounts.

4. **Duties and Responsibilities of the Company.** The Company shall:

4.1 *Collection Notices.* Cause the generation and mailing of collection notices to the Provider's patients;

4.2 *Inbound Calls.* Receive and handle any inbound calls from the Provider's patients concerning such collection notices;

4.3 *Outbound Calls.* Make outgoing calls to the Provider's patients concerning the payment of accounts;

4.4 *Staffing.* Dedicate an appropriate number of employees and/or independent contractors to work on the accounts placed with the Company by the Provider;

4.5 *Reports.* Upon request, furnish the Provider with monthly management reports concerning liquidation percentage, canceled and returned accounts,

- 4.6 *Computer Access.* Allow the Provider appropriate access to the Company's computer system for the purpose of performing periodic account audits;
- 4.7 *Restrictions on Use and Disclosure of PHI.* The Company shall not use or further disclose any PHI other than as permitted or required by this Agreement, or as required by law;
- 4.8 *Safeguarding of PHI.* The Company shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;
- 4.9 *Reporting of Unauthorized Use of Disclosure of PHI.* The Company shall report to the Provider any use or disclosure of PHI not provided for by this Agreement of which the Company becomes aware;
- 4.10 *Protection of PHI by Agents and Subcontractors.* The Company shall ensure that any agents, including any subcontractors, to whom it provides PHI received from, or created or received by the Company on behalf of the Provider agrees to the same restriction and conditions that apply to the Company with respect to such PHI;
- 4.11 *Access to PHI.* The Company shall make available PHI in accordance with 45 CFR §164.524. Within ten (10) days after receipt of a request from the Provider for access to PHI in the possession of the Company, the Company shall make such PHI available to the Provider. Within ten (10) days after receipt of a request from an individual for access to PHI in the possession of the Company, the Company shall forward such request to the Provider;
- 4.12 *Amendments to PHI.* Within ten (10) days after receipt of a request from the Provider for an amendment to any PHI, the Company shall make the requested PHI available to the Provider for amendments into the PHI in accordance with 45 CFR §164.526. Within ten (10) days after receipt of a request from an individual for an amendment to any PHI, the Company shall forward such request to the Provider;
- 4.13 *Accountings.* Within ten (10) days after receipt of notice from the Provider that the Provider has received a request from an individual for an accounting of disclosures of PHI regarding the individual during the six (6) years prior to the date on which the accounting requested, the Company shall make available to the

Provider such information as is in the Company's possession and is required for the Provider to provide an account of disclosures of PHI to the individual in accordance with 45 CFR §164.528;

4.14 *Internal Practices, Books and Records.* The Company shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Company on behalf of the Provider available to the Secretary of the Department of Health and Human Services for the purposes of determining the Providers compliance with Subpart E of Part 164 of Title 45 of the Code Federal Regulations; and

4.15 *Duties with Regard to PHI Upon Termination of this Agreement.* At termination of this Agreement, if feasible, the Company shall return or destroy all PHI received from or created or received by the Company on behalf of the Provider that the Company still maintains in any form and retain no copies of such PHI. If such return or destruction is not feasible, the Company shall extend the protections of this Agreement to the PH and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible.

5. Duties and Responsibilities of the Provider.

5.1 *Notice of Bankruptcies.* The Provider shall immediately notify the Company upon receipt of any notification of the commencement of any proceeding under the United States Bankruptcy Code initiated on behalf of any patient whose account has been placed with the Company by the Provider;

5.2 *Notice of Attorney Representation.* The Provider shall immediately notify the Company upon receipt of any notification that an attorney represents any patient whose account has been placed with the Company by the Provider;

5.3 *Preparation and Delivery of Accountings.* It shall be the sole responsibility of the Provider to prepare and deliver any accounting requested pursuant to 45 CFR §14.528;

5.4 *Decisions Concerning Access to PHI.* In the event that an individual has requested access to PHI directly from the Company, and the Company has forwarded such request to the Provider in accordance with Section 4.11 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to grant or deny such access; and,

5.5 *Amendment of PHI.* In the event that an individual has requested an amendment to PHI directly from the Company, and the Company has forwarded such request to the Provider in accordance with Section 4.12 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to allow or disallow such amendment.

6. **Representation and Warranties of the Provider.** The Provider hereby represents and warrants to the Company as follows:

6.1 *Bankruptcies.* The Provider shall not place any accounts with the Company that, as of the date of placement, are included in any proceeding under the United States Bankruptcy Code which has been initiated on behalf of any individual or entity;

6.2 *Attorney Representation.* If the Provider knows that a patient is represented by an attorney, the Provider shall notify the Company of such attorney representation at the time the Provider places any of such patient's accounts with the Company;

6.3 *Accurate Information.* All accounts placed with the Company by the Provider shall contain accurate information;

6.4 *Consents and Authorization.* Prior to disclosing PHI to the Company the Provider shall obtain all required consents and authorizations pursuant to 45 CFR §164.506 and 45 CFR §164.508 respectively, sufficient to permit the disclosure of PHI from the Provider to the Company, and to permit the Company to perform its duties pursuant to the terms of this Agreement;

6.5 *No Restrictions.* The Provider shall not place any account with the Company if the Provider has agreed to any individual's request to restrict the use or disclosure of PHI connected with such account pursuant to 45 CFR §164.522; and,

6.6 *Organization and Authority.* The Provider is a chiropractor validly licensed under the law of the State of Nebraska and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Provider and constitutes a legal, valid and binding obligation of the Provider, enforceable against it in accordance with its terms.

7. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Provider as follows:

7.1 *Organization and Authority.* The Company is a corporation validly incorporated under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

8. **Compensation.**

8.1 *Non-Legal Accounts.* The Provider shall compensate the Company by remitting to the Company 25 percent (25%) of all amounts recovered without resort to legal action on accounts that have been placed with the Company.

8.2 *Legal Accounts.* The Provider shall compensate the Company by remitting to the Company 25 percent (25%) of all amounts recovered after the commencement of legal action on accounts that have been placed with the Company. For the purposes of this Agreement, legal action shall be considered to have commenced upon the service of a summons and complaint upon the defendant.

8.3 *Forwarded Accounts.* The Provider shall compensate the Company by remitting to the Company 40 percent (40%) of accounts recovered with respect to all accounts forwarded to another company for collection.

9. **Notice of Payment Information.** The Provider shall transmit a monthly report to the Company listing the following information for each account on which a payment was received by the Provider (hereafter referred to as "Direct Payments") during the prior month.

- A) The amount of the payment;
- B) The name of the patient or the guarantor of the patient's account;
- C) The Provider's account number.

The Provider's duties under this Section 9 of the Agreement shall continue subsequent to termination of this Agreement with respect to payments

received upon which the Company remains entitled to receive compensation pursuant to Section 3.6 of this Agreement.

10. **Payment of Fees.** The Company shall submit a monthly invoice (the "Invoice") to the Provider detailing the fees due from the Provider to the Company. The Invoice shall list the following information for each Direct Payment and for each account on which the Company received a payment during the period covered by the Invoice:

- A) The amount(s) of the payment(s);
- B) The name of the patient or the guarantor of the patient's account;
- C) The Provider's account number(s); and,
- D) The Company's total fee(s).

The Company's Invoices to the Provider shall be due in full upon receipt. Any Invoice balance not paid in full within (30) days of the date of such Invoice shall accrue interest at the compounded rate of one and one half percent (1.5%) per month. In the event the Company files any action against the Provider for the recovery of fees due from the Provider to the Company pursuant to this Agreement, the Provider acknowledges and agrees that the Company shall be entitled to recover from the Provider all costs incurred by the Company in prosecuting such action, including, without limitation, reasonable attorney's fees.

The Provider's duties under this Section 10 of this Agreement shall continue subsequent to termination of this Agreement with respect to payment received upon which the Company remains entitled to receive compensation pursuant to Section 3.6 of this Agreement.

11. **Confidentiality.** The parties agree to keep all of the terms of this Agreement strictly confidential, including without limitation, the Compensation terms contained in Section 8 of this Agreement. The parties further agree to maintain the confidentiality of an confidential information and/or trade secrets that they may learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties. The Company agrees to keep all Protected Health Information received from, or created or received by the Company on behalf of the Provider confidential except as necessary for the Company to perform its duties pursuant to the terms of this Agreement. The duties of the parties detailed in this Section 11 of this Agreement shall continue in full force and effect for a period of two (2) years after termination of this Agreement for any reason, except for the Company's duty to maintain the confidentiality of Protected Health Information which shall continue forever, unless disclosure of such information should be allowed or required by law.

12. **No Third Party Beneficiaries.** The Provider and the Company hereby expressly understand and agree that individuals whose PHI is disclosed by the Provider to the Company are not intended to be third party beneficiaries of the Agreement.
13. **Independent Contractor Status.** The parties hereto expressly agree that in performing its duties under this Agreement, the Company is acting as an independent contractor of the Provider. Nothing contained herein is intended, nor shall it be construed to create, a joint venture relationship, a partnership, or an employer-employee relationship between the parties.
14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first-class certified mail, return receipt requested, postage prepaid, addressed as follows:

A) If to the Company, to:

General Collection Company
Attn: Mark Stelk, President
310 North Walnut-PO Box 1423
Grand Island, NE 68802

With a copy to:
(which shall not constitute notice)

Laurtsen, Bownell, Brostrom, & Stehlik
Attn: Galen Stehlik
PO Box 400
Grand Island, NE 68802

B) If to the Provider, to:

With a copy to:

Such addresses may be changed by written notice sent to the other party at the last recorded address of that party.

15. **No Assignment.** Except as may specifically be provided in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. Except as otherwise expressly provided herein, this Agreement is not assignable by any party without the prior written consent of the other party, and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other change.

16. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to constitute a waiver of any subsequent breach of the same or another provision.

17. **Voluntary Agreement.** The Company and the Provider warrant and represent that this Agreement is executed voluntarily with full knowledge of the consequences and implications of their obligations contained herein, and that they have carefully and thoroughly reviewed this Agreement in its entirety.

18. **Warrant of Authority.** The undersigned individually warrant and represent that they are authorized to execute this Agreement.

19. **Execution In Counterparts; Executive via Facsimile.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument, and all signatures need not appear on any one counterpart. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. Signatures on the Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission. Counterparts with original signatures shall be provided to the other party within fifteen (15) day of the applicable facsimile transmission, provided, however, that the failure to provide the original counterpart shall have no effect on the validity or the binding nature of the Agreement.

20. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Nebraska. The Company and the Provider hereby expressly agree that any action to interpret, construe, enforce this Agreement shall be brought in the County Court in and for Hall County, in the State of Nebraska.

21. **Enforcement.** If either party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of the action, including without limitation, reasonable attorneys' fees.

22. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

23. **Further Assurances.** The parties hereto agree to execute such other instruments, documents or agreements as may be reasonable, necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplate herein.

24. **Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof. There are no agreements, representations or warranties of any kind, except as expressly set forth in this Agreement. The parties acknowledge that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and the advise of their own respective legal counsel, and, except for representations expressly set forth herein, they have not been influenced by any other representation or statement.

25. **Amendment.** No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

26. **Gender and Number.** Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

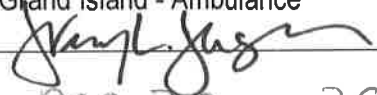
27. **Heading Descriptive.** The headings of the several sections of this Agreement are intended for convenience only and shall not in any ay affect the meaning or construction of any of this Agreement.

28. **Change in Law.** The parties hereto shall modify any term of this Agreement or the omission of any term from this Agreement violates any federal or state law or regulation, including, without limitation: the Standards for Privacy of Individually Identifiable Health Information (45 CFR parts 160 and 164); the Health Insurance Reform: Standards for Electronic Transactions; Announcement of Designated Standard Maintenance Organizations (45 CFR Parts 160 and 163); an, the Security and Electronic Signature Standards (the "Security Standard") (45 CFR Part 142) (or the final version of the Security Standard once such final version is released), all promulgated under the Health Insurance Portability and Accountability Act of 1996 (Pub. L 104-191).

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

GENERAL COLLECTION COMPANY

By: 
Mark Stelk, President

City of Grand Island - Ambulance
By: 
Dec. 30, 2015