

ADDENDUM TO THE CLIENT SERVICES AGREEMENT

This Addendum (the "Addendum") to that certain EMS Billing & Services Agreement entered by the **BETHEL TOWNSHIP TRUSTEES** ("Client") and **MEDICOUNT MANAGEMENT, INC.**, as of **July 28, 2023** (the "Agreement"), is made effective as of September 1, 2024.

WHEREAS, the parties agree to amend the Agreement pursuant to # 4: Compensation to include revenue enhancement services for Ambulance Supplemental Payment Program (ASPP);

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services.** In addition to the Billing Services set forth in the Agreement, the parties agree that Medicount will provide revenue enhancement services for ASPP as described in Attachment A "Contracted Services" and Attachment B "Fees." Such services shall be deemed to be "Billing Services" as contemplated under the Agreement and shall be provided subject to the terms and conditions of the Agreement.
2. **Conflict in Terms.** Except as amended and/or modified by this Addendum, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Addendum, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. **Authorship.** The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. **Severability.** If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. **Waiver.** The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. **Authority.** Each Party to this Addendum, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.


8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Addendum, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
9. Applicable Law. Jurisdiction. and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or districts courts and that venue is appropriate.

IN WITNESS WHEREOF, Client and MEDICOUNT MANAGEMENT, INC have executed this Amendment as of the date stated above.

BETHEL TOWNSHIP TRUSTEES

MEDICOUNT MANAGEMENT, INC.

By: Julie Reese
Name: Julie Reese
Title: Board Chairman
Date: 9-24-2024

By: 
Name: Joseph A. Newcomb
Title: President
Date: 1, September 2024

ATTACHMENT A CONTRACTED SERVICES
MEDICAID COST REPORTING

Pursuant to the terms and conditions of this Agreement, Medicount in partnership with Public Consulting Group LLC shall provide the following contracted services:

- Stakeholder Engagement: Work to convene a group of stakeholders who share a collective interest in establishing and participating in a statewide EMS supplemental reimbursement program.
- State Agency Interaction: Engage state agency to submit and gain CMS approval of a State Plan Amendment (SPA) that defines the reimbursement methodology.
- Preprint/SPA and Cost Report Template Preparation: Draft and submit the Preprint/SPA and cost report template on behalf of providers to for CMS review and approval.
- Program Design and Feedback: Design the program and provide feedback on the reasonableness of the requested changes to the methodology from CMS.
- Protocol and Process Development: Establish program protocols and processes, including the development of program documents, policy manuals, and procedure guides.
- ASPP Implementation: Develop, design, and implement the Ambulance Supplemental Payment Program (ASPP), including drafting application materials and responding to additional information requests necessary for provider participation.
- Fiscal Impact Study: Prepare a fiscal impact study and present results to city/department stakeholders to demonstrate benefits of a supplemental payment program to the provider.
- Web Portal Development: Develop customized web portal to assist with cost report calculation and auditing process.
- Cost Analysis and Reporting:
 - Conduct a thorough review of operational and administrative costs as well as revenues to determine 2 CFR Part 200 allowable costs
 - Analyze billing reports provided by Medicount, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid are screened and accurately accounted for in the cost report.
- Cost Allocation Methodologies: Develop and apply appropriate cost allocation methodologies using the utilization data produced by a Client's Computer Aided-Dispatch (CAD) system or other reporting system.

- **Cost Report Submission:** As needed, submit annual cost reports on behalf of a Client to the applicable State Medicaid Agency that will allow such Client to realize incremental revenue under the ASPP.
- **Cost Report Refinement:** As needed, refine the cost reports and/or other items of cost based on the review from State Medicaid Agency and/or Centers for Medicare and Medicaid Services (“CMS”).
- **Subject Matter Expertise:** Provide Medicaid subject matter expertise and representation during the State Medicaid Agency’s review and approval of the submitted cost reports.
- **Desk Review Support:** Draft responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during a State Medicaid Agency desk review process.
- **Client Updates and Education:** Present updates and status reports to such Client’s administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.
- **Liaison Services:** Act as a liaison between State Medicaid Agency and the Client to address questions and communicate changes in state and federal regulations.
- **Audit Support:** Provide ongoing audit support in the event of a state and/or federal audit of EMS supplemental reimbursement program cost report

ATTACHMENT B FEES

The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the Ambulance Supplemental Payment Program (ASPP) are Ten percent (10%) of the amount received by Client from Medicaid as a result of the Ambulance Supplemental Payment Program (ASPP).

All revenue realized by the Client from the ASPP shall be paid in full directly to Client. Revenue realized as a result of the ASPP shall be determined by the cost settlement calculated through the state's approved Medicaid cost report. Medicount will invoice Client based on the final cost settlement from the ASPP within thirty (30) days of receipt of funds by the Client. Client will remit payment to Medicount within thirty (30) days of invoice receipt subject to terms and conditions of the Client Services Agreement.