



Ambulance Billing Management and Consulting

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PROMEDIC CONSULTANTS, LLC BILLING SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into, between ProMedic Consultants, LLC and City of Clute, Texas, on behalf of its Emergency Medical Service, hereby know as Client;

WHEREAS, ProMedic Consultants, LLC desires to provide medical billing services for Client as a contractor;

WHEREAS, Client, and/or its employees desires to retain ProMedic Consultants, LLC to provide billing services, and

WHEREAS, ProMedic Consultants, LLC and Client desire to enter into this contractual arrangement whereby ProMedic Consultants, LLC provides billing services to Client.

NOW THEREFORE, in consideration of the mutual agreements herein set forth, the parties agree as follows:

- 1. Services.** In return for payment of the Service Fee, and provided that Client is not in breach of this Agreement, ProMedic Consultants, LLC agrees, during the Term, to (a) prepare Medical Bills for services provided to patients by Client submitted to ProMedic Consultants, LLC; (b) submit (electronically or via the United States mail) Medical Bills to the Payor(s) designated by Client in accordance with the schedule set forth in Attachment A; and (c) submit Medical Bills to Client's patients (up to three times) and follow-up on unpaid Medical Bills to obtain payment. All such services are referred to as "Billing Services" in this Agreement. In addition, during the Term and in return for payment, ProMedic Consultants, LLC will provide "Other Services" to Client as described in Attachment A ("Other Services"). Unless otherwise agreed in writing by ProMedic Consultants, LLC, Billing Services shall only be provided for Billing Information submitted to ProMedic Consultants, LLC electronically using TriTech Sweet Field Data Software or manually using a paper patient care chart approved by ProMedic Consultants, LLC. Client agrees that ProMedic Consultants, LLC may perform the Services directly or indirectly through others.
- 2. ProMedic Consultants, LLC Obligations.** a) ProMedic Consultants, LLC will ensure billing information submitted by the Client will be logged and preserved in original form as a transaction record, and all diagnostic and service codes submitted by client in service records will be faithfully reproduced, without code changes in submitted claims. ProMedic Consultants, LLC will screen Client submitted patient service records and return service records with missing data and/or information in error to Client for correction prior to conversion to a claim and submittal to the payer. b) ProMedic Consultants, LLC will submit claims on a timely basis, with the majority of clean claims and patient statements to be submitted within 48 hours of receipt of client service information. c) Comply with all applicable laws in the performance of this Agreement
- 3. Client Obligations.** Under Federal law, ProMedic Consultants, LLC and Client are held accountable for accurate and truthful information submittal in Medicare and Medicaid claims. In addition to Client's other obligations under this Agreement, Client shall: (a) Deliver current, complete, accurate and truthful Billing Information to ProMedic Consultants, LLC using TriTech


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Fusion software or manually using a paper patient care chart in a form approved by ProMedic Consultants, LLC; (b) Pay all fees due hereunder as and when due; (c) execute documents as necessary to authorize Payor(s) to deliver reimbursement information to ProMedic Consultants, LLC in connection with Medical Bills processed by ProMedic Consultants, LLC; and (d) Comply with all applicable laws in the performance of this Agreement.

4. Term. The initial Term of this Agreement shall commence on the Effective Date, and unless earlier terminated as provided herein, shall continue thereafter for a period of one year. Upon expiration of the initial Term or renewal Term, as applicable, the Agreement shall renew for additional, consecutive renewal Terms of one year, unless either Party notifies the other Party to the contrary in writing at least sixty (60) days prior to the end of the then current Term.

5. Fees. Client agrees to pay ProMedic Consultants, LLC the Services and "Other Services" fee in accordance with Attachment A. The Service Fees shall be billed monthly and will not exceed 7% of billed and payment received revenue as posted in the Client Accounts Receivable record, as provided in Attachment A. Client shall pay the Service Fees, Report Fee and any other fees due hereunder other than Service Fees within fifteen (15) days after receiving ProMedic Consultants, LLC's invoice for such services. Client shall be solely responsible for all state, local and federal taxes on payments received from Medical Bills generated by ProMedic Consultants, LLC (excluding taxes imposed on ProMedic Consultants, LLC's income).

6. Business Associate Assurances. In the event the ProMedic Consultants, LLC is deemed to be a "Business Associate" of the Client pursuant to the definition of that term set forth in 45 C.F.R. 160.103, ProMedic Consultants, LLC shall, effective on or after April 14, 2003, or such other implementation date established by law, carry out its obligations under this Services Agreement in compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed, or learned in connection with the Billing Services set forth in Schedule A hereto. In conformity therewith, ProMedic Consultants, LLC requires that the Client of ProMedic Consultants, LLC agree to:

- a. Not use or further disclose PHI except (i) as permitted under this Agreement (that is, for those activities specified in Schedule A hereto; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of ProMedic Consultants, LLC in its capacity as a HIPAA Business Associate of Client, in the event ProMedic Consultants, LLC is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Services Agreement;
- c. Report to ProMedic Consultants, LLC and use or disclosure of PHI not provided for by this Services Agreement of which the Client becomes aware;
- d. Ensure that any agents or subcontractors for whom Client provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Client with respect to such PHI;
- e. Make PHI available to the individual who has the right of access as required under HIPAA in the event the Client maintains any PHI in a designated record set as defined by 45 C.F.R. 164.501;
- f. Make available for amendment and incorporate any amendments to PHI when notified to do so by ProMedic Consultants, LLC in the event the Client maintains any PHI in a designated record set as defined by 45 C.F.R. 164.501;
- g. Make available to ProMedic Consultants, LLC the information required to provide an accounting of disclosures of PHI, if any, made by the Client on ProMedic


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- Consultants, LLC's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations,
- h. Make its internal practices, books and records relating to the use and disclosure of the Clients PHI available to the Secretary of the Department of Health and Humans Services for purposes of determining the Clients compliance with HIPAA and the Privacy Regulations; and
 - i. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Client on behalf of ProMedic Consultants, LLC. In the event the return or destruction of such PHI is infeasible, Client's obligations under this section VII shall continue in force and effect so long as the Client possesses any PHI, notwithstanding the termination of the Agreement for any reason.

6. Disclaimer of Warranty. THIS IS A SERVICES AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7. Limitation of Liability. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF PROMEDIC CONSULTANTS, LLC AND THE RIGHTS, CLAIMS, AND REMEDIES OF CLIENT SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT FOR LIABILITY IN CONNECTION WITH THE TERMS AND CONDITIONS HEREIN, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATED TO THE USE OF ANY ITEMS OR SERVICES FURNISHED HEREUNDER, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY. IN NO CASE SHALL PROMEDIC CONSULTANTS, LLC'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER HEREUNDER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM BY CLIENT.

8. Choice of Law, Jurisdiction and Forum. This Agreement shall be governed by, and constructed in accordance with, the law of the United States and the State of Texas. The parties agree that any suit or proceeding under, in connection with, or arising out of this Agreement shall be instituted only in a court (whether federal or state) located in Brazoria County, Texas.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Services Agreement on this 1 **day of** October **, 2010**

ProMedic Consultants, LLC

Client

By: [Signature]

By: [Signature]

Title: President - CEO

Title: EMS Director

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Terms and Conditions

1. Definitions. When used in the Agreement the following terms shall have the meanings set forth below:

1.1 "Anonymize" means to remove, encode, encrypt, or otherwise eliminate or conceal data which identifies an individual, or to modify information so that there is no reasonable basis to believe that the information can be used to identify an individual.

1.2 "Billing Information" means all information provided by Client to ProMedic Consultants, LLC hereunder. Billing Information shall include all information regarding patient accounts necessary for ProMedic Consultants, LLC to perform Billing Services in accordance with applicable laws, including current and accurate information regarding the services provided to the patient by the Client and the cost thereof, the parties responsible for payment, bankruptcy or similar notices, and any contact between the Client and the patient relating to the bill.

1.3 "Information Privacy and Protection Laws" mean (a) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations ("HIPAA"); (b) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (c) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (d) any statute, regulation, administrative or judicial ruling requiring a Party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (e) any statute, regulation, administrative or judicial ruling requiring a Party to protect information pertaining to Individuals based upon the Individuals' status as consumers; and (f) any other statute, regulation, administrative or judicial ruling requiring a Party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over that Party.

1.4 "Medical Bill" means an invoice, claim, patient statement or client bill prepared by ProMedic Consultants, LLC from Billing Information provided by Client.

1.5 "Patient" means any individual for whom Client provides Billing Information under this Agreement.

1.6 "Payor" means Patients, and insurance companies, Medicare, Medicaid, managed healthcare companies, HMOs, PPOs, and other organizations and institutions that are responsible for, and/or pay, Medical Bills.

1.7 "Payment" means all amounts paid by any Payor under a Medical Bill.

1.8 "Protected Information" means information or data, including without limitation Billing Information, which identifies or could reasonably be believed could identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a Party is otherwise legally required to protect under any law, statute or regulation, and any information derived by the Processing of such information which is not Anonymized with respect to the individual who is the subject of the information.

1.9 "Services" means the Billing and Other Services and related services described in Attachment A.

1.10 "Service Fee" means the fee paid by Client to ProMedic Consultants, LLC under this Agreement in return for Billing Services, as further described in Attachment A.

2. Payments.

2.1 Interest on Past Due Payments. In the event Client fails to pay any amounts due under this Agreement as and when due, Client agrees that such amounts shall bear interest until paid in full at the rate of 1.5% per month, or the highest rate allowed by law, from the date on which the amount became due.

2.2 Audit. ProMedic Consultants, LLC shall have the right, during the Term and for two


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(2) years thereafter, to audit, or to appoint a third party to audit, Client's records as necessary to verify that the Service Fee has been paid in accordance with this Agreement. Any such audit shall be upon reasonable advance notice and shall be conducted during regular business hours. In the event an audit discloses any underpayment by Client, Client shall promptly pay ProMedic Consultants, LLC an amount equal to (a) the amount of such underpayment; plus (b) interest at 1.5% per month, or the highest rate allowed by law, whichever is lower, from the date on which the amount became due; plus (c) the actual, reasonable costs of such audit.

3. Warranties.

3.1 ProMedic Consultants, LLC Warranties. ProMedic Consultants, LLC represents and warrants to Client as follows:

(a) ProMedic Consultants, LLC is a limited liability company duly organized, validly existing and in good standing in the State of Texas. ProMedic Consultants, LLC has all requisite corporate power and authority and all necessary licenses and permits to carry on its business.

(b) Neither the execution of this Agreement nor the performance hereof by ProMedic Consultants, LLC violates or will violate any contractual right of any third party.

3.2 Client Warranties. Client covenants, represents and warrants to ProMedic Consultants, LLC as follows:

(a) Client is a corporation, partnership, limited liability company or sole proprietorship {check one} doing business and in good standing in the State of Texas. Client has all requisite corporate power and authority and all necessary licenses and permits to carry on its business.

(b) The execution, delivery and performance of this Agreement by Client will not result in a breach or violation by Client or ProMedic Consultants, LLC of any law, rule, regulation or judgment or decree of any court, governmental authority or regulatory agency. No governmental license, consent, permit or authorization is required on the part of Client in connection with the execution, delivery and performance of this Agreement.

(c) Neither the execution of this Agreement nor the performance hereof by Client violates or will violate any contractual or other right of any third party.

(d) Client has and will comply in all respects with, and is not in violation of, and will not violate any law, ordinance or governmental rule or regulation relating to the operation of its business, including without limitation all Information Privacy and Protection Laws. Client is not now, nor has the Client been, the subject of any investigation or proceeding relating to any matter contemplated by the previous sentence. Without limiting the generality of the preceding sentence, Client has not been disqualified from participation in, or otherwise subject to civil or criminal sanctions in connection with, any public or private program for the payment or reimbursement of healthcare goods and services. As used in this paragraph 3.2(d), "Client" includes any officer, director, agent or employee of Client. Client will immediately notify ProMedic Consultants, LLC in writing of any action or circumstance, which constitutes a violation of this Paragraph 3.2(d) or Paragraph 4.1.

(e) Client has and will inform ProMedic Consultants, LLC in writing of any obligations of ProMedic Consultants, LLC with respect to Information Privacy and Protection Laws and/or Protected Information.

(f) All Billing Information provided by Client hereunder shall be true, accurate and complete, and shall comply in all respect with all applicable laws, including without limitation Information Privacy and Protection Laws, and Medicare and Medicaid regulations. Client acknowledges and agrees that, should ProMedic Consultants, LLC determine in good faith that Client may not be clear compliance with its obligation under the preceding sentence, ProMedic Consultants, LLC may notify any appropriate governmental agency or private organization with any related interest or authority of such determination and all related matters. Client hereby releases ProMedic Consultants, LLC from any and all claims, liabilities, obligations, judgments, causes of actions, costs and


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expenses (including reasonable attorneys' fees) arising out of any communication permitted by the preceding sentence and agrees to defend, indemnify and hold harmless ProMedic Consultants, LLC, and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns in connection therewith.

4. Compliance with Laws.

4.1 Existing Laws. Each Party agrees that it will comply with all applicable laws, statutes and regulations in performance of this Agreement, including without limitation all Information Privacy and Protection Laws, and Medicare and Medicaid statutes and regulations; and that it will ensure that its employees, contractors or any other person having access to Protected Information in such Party's possession shall comply with the requirements of this Paragraph 4.1. During the Term, Client agrees to immediately notify ProMedic Consultants, LLC in writing of any restriction, or required action, applicable to ProMedic Consultants, LLC in order for ProMedic Consultants, LLC to comply with Information Privacy and Protection Laws applicable to Billing Information and any other Protected Information provided by Client to ProMedic Consultants, LLC under this Agreement.

4.2 Changes in Laws. In the event there is a change in any law, statute or regulation which affects this Agreement or the activities of either Party hereunder, or any change in the judicial or administrative interpretation of any such law, statute, or regulation, and either Party reasonably believes in good faith that the change will have a substantial adverse effect on that Party's business operations or its rights or obligations under this Agreement, then that Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the Parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of thirty (30) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either Party may immediately terminate this Agreement by written notice to the other Party.

5. Indemnity. Client agrees to defend, indemnify and hold harmless ProMedic Consultants, LLC, and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns from and against any and all claims, liabilities, obligations, judgments, causes of actions, costs and expenses (including reasonable attorneys' fees) arising out of: (a) any breach of any representation, warranty, covenant or agreement by Client hereunder, including without limitation Client's failure to provide Billing Information as required hereunder and violation of any law, statute or regulation, and/or (b) personal injury, including death, and tangible property damage caused by the negligent or intentional acts of Client or its employees, agents and/or subcontractors ProMedic Consultants, LLC agrees to provide Client with prompt notice of any claim subject to this indemnity, and to reasonably cooperate in the defense of such claim, at Client's expense. Client shall not settle any indemnified claim without ProMedic Consultants, LLC's prior, written consent.

6. Termination.

6.1 By Either Party. Either Party may terminate this Agreement, for any or no reason, upon sixty (60) days written notice to the other Party. In addition, either Party may terminate this Agreement by written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of a written notice describing such breach in reasonable detail. This Agreement shall terminate immediately and without notice in the event that either Party ceases doing business, or files or has filed against it a petition in bankruptcy.

6.2 Suspension of Service. In addition to any other rights under this Agreement, Client agrees that ProMedic Consultants, LLC may suspend Services during any period that Client fails to pay amounts due under this Agreement.

6.3 Effect of Termination. All rights and obligations of the parties hereunder shall


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cease upon the termination or expiration of this Agreement; and the Service Fee for Medical Bills prepared by PROMEDIC CONSULTANTS, LLC prior to the date of termination shall remain payable until paid in full. Client shall not bill, invoice or otherwise demand payment from any Payor for amounts included in any Medical Bill prepared under this Agreement unless otherwise agreed by PROMEDIC CONSULTANTS, LLC in writing.

6.4 Payor Notification. Client is solely responsible for notifying Payors of any change in payment information after termination of this Agreement, including without limitation any change in the account to which payments, other than payments for Medical Bills, should be paid.

6.5 Data. Upon termination of this Agreement, and provided that Client has paid all amounts payable hereunder, ProMedic Consultants, LLC agrees to deliver to Client a copy of all Billing Information and related data in ProMedic Consultants, LLC's possession or control at the time of termination, in an electronic medium agreed-upon by the Parties; provided that Client shall reimburse ProMedic Consultants, LLC for ProMedic Consultants, LLC's reasonable costs in connection with such copy within ten (10) days of ProMedic Consultants, LLC's invoice therefor.

6.6 Survival. The provisions of Sections 2 - 6 of the Agreement and Sections 1, 2, 5 - 7 and Paragraph 3.2 of the Terms and Conditions shall survive termination or expiration of this Agreement for any reason.

7. Miscellaneous.

7.1 Neither party shall assign or transfer, in whole or in part, this Agreement without the prior written consent of the other party. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

7.2 Notices. Any and all notices to be given under this Agreement by either Party to the other may be effected by personal delivery in writing, by nationally recognized overnight courier, or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be sent to the parties at their respective addresses set forth in the initial Paragraph of this Agreement.

7.3 Severability. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be modified, if possible, or deleted, if not possible, and the remainder of this Agreement shall remain in full force and effect.

7.4 Entire Agreement. This Agreement represents the final agreement of the parties with regard to the subject matter hereof, and supersedes all previous agreements and understandings, whether written or oral, between the parties with respect thereto. There are no unwritten oral agreements between the parties hereto. This Agreement may not be modified except by an instrument in writing signed by a duly authorized representative of each Party hereto.

7.5 Attorneys Fees. The prevailing Party in any action or suit in law or equity brought under, in connection with or arising out of this Agreement shall be entitled to recover its attorneys fees, costs and expenses incurred in connection therewith, incurred in all levels and proceedings, in addition to and not in limitation of any other relief to which it may be entitled.

7.6 Independent Relationship. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between ProMedic Consultants, LLC and Client other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, partner, employer, or representative of the other.

7.7 Force Majeure. The obligations of the parties under this Agreement (other than the obligation to make payments) shall be suspended to the extent a Party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), war, acts of God, earthquakes, fires, storms, accidents, governmental regulations, failure of vendors or suppliers or any other cause whatsoever beyond a Party's control. For so long as such circumstances prevail, the Party whose performance is delayed or hindered shall continue to use all commercially reasonable efforts to recommence performance without delay.

7.8 No Bias. Each Party acknowledges that it has had the opportunity to review this


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Agreement, and to seek legal counsel at its discretion. This Agreement shall be interpreted as written and negotiated jointly by the parties. It shall not be strictly construed against either Party, regardless of the actual drafter of the Agreement.

7.9 Counterparts. This document may be executed in two or more counterparts, each of which shall be deemed an original and all of which then taken together shall constitute one and the same instrument.


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ATTACHMENT A

SERVICES FEE: 7%

OTHER SERVICES AND FEES:

REPORTS: **Daily and Monthly reports or as mutually agreed.**

CUSTOM REPORT FEE: \$75/hour

FORM FOR PROVISION OF BILLING INFORMATION: Data from the Client's patient care charts will be provided to PROMEDIC CONSULTANTS, LLC in a format agreed upon by both parties.

PAYMENTS:

Client shall pay ProMedic Consultants, LLC seven percent (7%) of all amounts received for medical services covered by Medical Bills processed by ProMedic Consultants, LLC. Payments shall be processed as set forth below:

Payments Delivered Directly to Client. For all payments received by the Client from Payors against Medical Bills issued by ProMedic Consultants, LLC Client will provide ProMedic Consultants, LLC with copies of the explanation of benefits and/or payment information on a weekly basis.

Payments to ProMedic Consultants, LLC. ProMedic Consultants, LLC will establish a Post Office Box and pay all fees necessary to maintain the Post Office Box. Except for payments delivered directly to Client from Payor(s), all payments received against Medical Bills issued by ProMedic Consultants, LLC will be delivered to the Post Office Box for processing as follows: ProMedic Consultants, LLC will collect payments delivered to the Post Office Box daily. Payments will be processed into ProMedic Consultants, LLC ambulance billing software. Thereafter, copies of the payor explanation of benefits will be produced and maintained by ProMedic Consultants, LLC, and the payments will be forwarded to the client.

Payment of Services Fees. After each payment cycle, ProMedic Consultants, LLC will issue an invoice to the client setting forth the Service Fees due to ProMedic Consultants, LLC based on the formula set forth above. The invoice will include the following information; Date, Amount, Bank and cover payments delivered to the Post Office Box and payments delivered directly to Client, as reported to ProMedic Consultants, LLC by the Payer(s). Client agrees that, upon receipt, the Client shall issue payment in the amount specified in the invoice due as Service Fee. Client covenants and agrees that it will not assert any claims against the Bank or ProMedic Consultants, LLC associated with payments made to ProMedic Consultants, LLC in response to an invoice issued as provided herein.


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