

**SUGARCREEK TOWNSHIP
RESOLUTION NO. 2015.01.05.04**

IN RE: Authorize the Township Administrator to Enter into an Agreement with
MBI Solutions, Inc. for the Collection of EMS User Fees

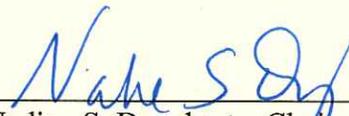
WHEREAS, Resolution 00.03.15.15 authorized the Sugarcreek Township Board of Trustees to establish a program of user fees for Emergency Medical Services (EMS) provided by the Sugarcreek Township Fire Department; and,

WHEREAS, Resolution 2001.06.04 authorized an agreement with MBI Solutions, Inc. for the collection of EMS user fees; and,

WHEREAS, in an effort to reduce costs, the Sugarcreek Township Fire Department investigated other companies that provide billing service for EMS user fees; and,

WHEREAS, it was found that MBI Solutions is still able to provide this type of service and offered a reduction in their rates from 8.5% to 6.5% of the net amount received by Sugarcreek Township from accounts on which MBI initiated billing when submitted electronically. Sugarcreek Township shall pay MBI 7% of net amount received by Sugarcreek Township from accounts in which MBI initiated billing for transport data submitted manually,

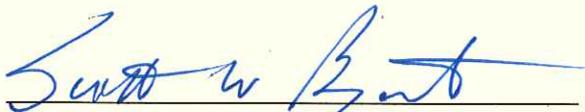
NOW THEREFORE, BE IT RESOLVED, the Sugarcreek Township Board of Trustees authorize the Township Administrator to sign the attached contract between Sugarcreek Township and MBI Solutions, Inc. for the purpose of collecting EMS user fees with an effective date of January 6, 2015



Nadine S. Daugherty, Chairperson



Michael E. Pittman, Vice Chairperson



Scott W. Bryant, Trustee



Theodore L. Hodson, Fiscal Officer



October 29, 2014

Chief Randall Pavlak,
Sugar creek Township

Our long standing relationship is very important to us, and we will strive to maintain this with improved communications and compliant billing processes to achieve the highest recovery possible. MBI Solutions is offering to continue providing this same quality service at a rate of 6.5%.

Imagetrend Software is currently being used by City of Middletown. MBI Solutions has been receiving electronic downloads from Imagetrend since 2012. We see no foreseeable issues with accepting Imagetrend's NEMESIS extract files from Sugar creek. NEMESIS extract files are now a standard for most software vendors being used by our clients. Included are emails supporting this.

If the proposed rate is acceptable a new contract with MBI Solutions/TeamHealth and Sugar creek Township will be drafted.

Thank you again for your time and consideration, we look forward to continuing our partnership in EMS Revenue Recovery.

Anne Riddiough
Account Manager
MBI Solutions

EMS BILLING AGREEMENT

THIS AGREEMENT, made this [24th] day of [November], 201[4] is by and between **MBI Solutions, Inc.**, an Ohio corporation ("MBI") and **[SUGARCREEK TOWNSHIP TTEES]**; Tax ID # [31-6000605] ("Client").

WITNESSETH:

WHEREAS, MBI is in the business of billing and collecting for medical and transportation services; and

WHEREAS, Client provides ambulance transportation services to individuals who request or require such services and Client bills for such services; and

WHEREAS, Client wishes to contract with MBI to provide billing services;

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

1. Responsibility of MBI.

- A. MBI shall process all patient encounter information submitted by Client in a timely manner utilizing a computerized system. MBI will maintain their systems according to industry accepted standards and secure Client data appropriately to meet federal and state regulations.
- B. MBI shall communicate with payers on a regular monthly cycle according to Client guidelines for resident/non-resident communications. Up to three attempts will be made to communicate with patients where inadequate information exists to bill for Client's services.
- C. MBI shall post all payments in the calendar month received to facilitate lockbox balancing. MBI will process refunds and other account adjustments in a correct and timely manner and communicate to Client in accordance with a policy approved by Client and agreed to by MBI.
- D. MBI shall store patient records for up to two years from the date of treatment in "active" data files, and will maintain a record of account transactions on tape backup, image, hard copy, or other method of archiving.
- E. MBI shall provide EMS Agency with 24-hour access via the Internet to review standard billing reports. Additional reports on an ad hoc basis will be provided to the client as requested.
- F. MBI shall comply with the Business Associates Agreement attached to this Agreement as Exhibit A.

- G. MBI shall provide basic training to Client. Training will consist of at least one 90-minute session for management personnel, who will then have the ability to train other employees of Client. Additional follow up training will be provided as determined by agreement between Client and MBI. The timing and location for the training will be as mutually agreed by the parties.
- H. MBI shall provide advice to Client during the term of this contract on topics such as how to establish public awareness programs about the billing process, establishing an ordinance, establishing rates, payer participation, and other topics as mutually agreed.
- I. MBI shall undergo a SOC 1 Audit annually and provide the results upon request.
- J. MBI shall code for diagnosis utilizing ICD-9 and for procedures utilizing HCPCS National codes. MBI will then bill for all services rendered by Client within the guidelines established by Client and the insurance or third party payer to whom the claim is being submitted.
- K. MBI shall submit insurance claims using the most effective means available for each payer. Electronic claims will be used as much as possible and always where mandated.
- L. MBI shall interrelate with third party payers to stay current on payers' standards for claim information requirements and resolve any coding misinterpretations or other problems that may arise in the processing and settlement of a claim.
- M. MBI shall complete and submit credentialing applications to Medicare, Medicaid and any third-party payers for group and/or individual provider numbers when required for billing purposes.

2. Responsibilities of Client.

- A. Client shall use MBI Solutions as its sole billing agent for EMS billing work for the duration of this contract.
- B. Business correspondence and payments for Client will be processed as follows:
 - 1. Client will establish a bank lockbox to which all business correspondence and payments will be directed. Client may be required to participate in programs that utilize electronic remittance to this lockbox, if it is compatible with MBI software and MBI requests such participation. Lockbox funds will at no time be available to or accessible by the employees of MBI, but MBI must be noted as the primary recipient of the forwarded information so that cash posting and accounts receivable follow-up can occur; or
 - 2. Client will establish a post office box to which all business correspondence and payments will be directed. Client may be required to participate in programs that utilize electronic remittance to this post office box, if it is

compatible with MBI software and MBI requests such participation; or

3. MBI shall receive all business correspondence and payments of Client and will process in a timely manner utilizing a computerized system. MBI will maintain their systems according to industry accepted standards and secure Client data appropriately to meet federal and state regulations. MBI will forward to Client all business correspondence and payment not applicable to EMS billing.]
- C. Client shall provide MBI all information required to file a complete claim to the patient's insurance carrier in an electronic format via an interface between Client's reporting software and MBI's billing software. Information required includes:
- i. Patient Information: Patient's complete name, address, phone number, social security number (if available), date of birth and gender.
 - ii. EMS information: Nature of call, location, zip code of incident location, squad assessment, treatment and narrative, crew member identifiers and level of training, receiving hospital and transport mileage.
 - iii. Insurance information: Primary insured's name, social security number, relationship to patient, address, date of birth, and gender. Patient's primary and secondary insurance, payer(s) address(s), group and guarantor identification number, phone number of the insurance companies, and a copy of the signed release and assignment of benefits form used by the Client when the patient has the ability to sign. (Information that does not exist, such as secondary payer information will not be considered a requirement if it does not effect payment.)
- D. Client will determine what reasonable and customary rates will be charged and will provide such rates to MBI in writing.
- E. Client will inform MBI in writing of any established or newly created guidelines it has in relation to submission of claims prior to the application of such guidelines to MBI.
- F. **Credentialing.** Client will provide MBI Solutions with all requested Required Information for the process of establishing payment processing at insurance companies and Medicare/Medicaid within 60 days of contract signing. ("Required Information" shall include, but is not limited to, copies of Client's certifications, Client's driver licenses, licensed EMS vehicle titles and licensures from the State Department of Health- Office of EMS, vehicle insurance coverage, and other such information necessary for credentialing.)
- G. Client will arrange to forward billing documentation on a routine basis not to extend beyond twice monthly. If payment is not received by MBI at least twice monthly, MBI shall have the authority to assume Client's responsibility for receiving and processing all payments and correspondence.

3. **Term.** This Agreement shall become effective (i.e. first day of service to be billed by MBI) on [], 2014 ("Effective Date") and shall continue for two (2) years. Upon expiration of the original two year term, this Agreement will automatically renew for an additional one (1) year terms, with the same terms and conditions, unless either party provides at least sixty (60) days written notice to the other party prior to the date of renewal.
4. **Billing Rate.** In consideration of the services to be rendered by MBI pursuant to this Agreement, and with the understanding that Client estimates [427] billable transports occur annually, Client shall pay MBI [6.5] % of the net amount received by Client from accounts on which MBI initiated billing when submitted electronically. Client shall pay MBI [7%] of net amount received by Client from accounts in which MBI initiated billing for transport data submitted manually. MBI shall process all payments for Client. Client's 'Pay to' address shall be a post office box created and serviced by MBI. Client shall pay MBI on a monthly basis pursuant to an invoice provided by MBI. MBI will provide supporting documentation pertaining to its invoices at no charge. Fees not paid to MBI within thirty (30) days from the date of the MBI invoice shall be assessed a late fee of eighteen (18%) percent annual interest (1.5%/month).
5. **Termination.** This Agreement shall be terminated upon the happening of any of the following events:
 - A. This Agreement may be terminated by either party in the event that the other party defaults in performing its obligations under this Agreement, and such default is not cured within thirty (30) days following provision of written notice of default to the defaulting party;

After one year, the agreement may be terminated without cause by either party with sixty (60) days advance written notice delivered to the other party.
 - B. Upon termination, MBI reserves the right to process all accounts Client provides through the agreed billing termination date for an additional 180 day (6-month) period to allow proper billing of all available primary and secondary payers. On day 181, a hardcopy report of outstanding balances that are not considered to be "bad debt" will be prepared and forwarded to the Client for final processing.
6. **Severability.** In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
7. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against MBI or Client. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
8. **Hold Harmless.** Client agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto MBI.

Client agrees to hold harmless MBI, its directors, officers, agents, and employees from and against all claims, actions or causes of action, including attorney's fees, arising out of Client's services under this Agreement.

MBI similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this contract shall be interpreted to place any such responsibility onto Client. MBI agrees to hold harmless Client, its directors, officers, agents, elected officials and employees from and against all claims, actions or causes of actions, including attorney's fees, arising out of MBI's actions or services under this Agreement.

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, to the party's principal office.
10. **Entire Agreement; Amendments; No Waiver.** This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
11. **Equal Opportunity.** The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of either party.
12. **Government Access to Records.** In accordance with 42 U.S.C. Section 1395x(v) (l) and 42 C.F.R. Section 420.300-420.304, MBI agrees that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to the Agreement between MBI and Client, and to such of MBI's books, documents and records necessary to verify the cost of MBI's services performed until the expiration of four years after the services are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives.
13. **HIPAA Compliance.** MBI acknowledges that Client is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, MBI shall execute the Business Associate Agreement attached as Exhibit A to this Agreement. Failure by MBI to comply with this provision shall result in immediate and automatic termination of the Agreement without penalty or cost to Client.
14. **Confidentiality.** Neither party to this Agreement nor their employees or agents, shall disclose to any unauthorized person any confidential information received in the course of the association created through this Agreement.

15. **Change in Law.** In the event there is a change in the Medicare, Medicaid, or other payer's laws, regulations, or general instructions (or interpretation thereof) of the Internal Revenue Service, or Client passes, issues, or promulgates any law, rule, or regulation which materially and adversely affect the reimbursement or relationship of the parties to one another hereunder, or otherwise makes the performance of any material term or condition of this Agreement illegal or impossible, this the parties shall, upon written notice of one party to the other of such event, negotiate in good faith using their best efforts to modify this Agreement in order to comply with any such change. In the event the parties are unable thereafter to agree upon reasonable modification to this Agreement, either party may terminate this Agreement upon ten (10) days prior written notice to the other.

16. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

17. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Ohio. The parties agree that the sole venue and jurisdiction for any dispute arising under this Agreement shall be in the Federal, State or Municipal Courts located within Montgomery County, Ohio.

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

MBI SOLUTIONS, INC.

[SUGARCREEK TOWNSHIP TTEES]

Signature: _____

Print: Ray Doherty

Print:

Title: President

Title:

Date: _____

Date: _____

EXHIBIT A
Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective this [24th] day of [November 2014], ("Commencement Date"), by and between the [SUGARCREEK TOWNSHIP TTEES] ("Covered Entity") and MBI Solutions, Inc., an Ohio corporation ("Business Associate").

RECITALS

WHEREAS, Covered Entity is an EMS client and is a covered entity as defined in 45 Code of Federal Regulations ("CFR") Part 164.103 and the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Privacy Rule") promulgated under Title F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Covered Entity has determined that Business Associate is a business associate of Covered Entity as defined under HIPAA, and Covered Entity may provide, in the course of its operations, individually identifiable health information as defined by HIPAA ("Protected Health Information") to Business Associate in order for Business Associate to provide services to Covered Entity;

WHEREAS, this Agreement addresses the conditions under which Covered Entity will disclose and Business Associate will obtain and use such Protected Health Information;

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

ARTICLE I
RESPONSIBILITIES OF BUSINESS ASSOCIATE

- 1.1 Confidentiality. Business Associate agrees to maintain the confidentiality of any Protected Health Information provided to it by Covered Entity in accordance with applicable laws, and more specifically, in accordance with the following:
 - 1.1.1 Business Associate represents and warrants that Protected Health Information will be used and disclosed solely as necessary to perform the agreed upon services to or on behalf of Covered Entity, and Covered Entity relies upon such representation and warranty in providing the Protected Health Information.
 - 1.1.2 Business Associate represents and warrants that it will not use, disclose, release, reveal, show, sell, lease, loan, publish, or otherwise grant access to Protected Health Information in any manner that is prohibited by law, or in any manner that would be a violation of law if it were to have been done by Covered Entity.

- 1.1.3 Business Associate represents and warrants that if it uses, discloses, releases, reveals, shows, sells, leases, loans, publishes, or otherwise grants access to Protected Health Information or an element of Protected Health Information, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of Covered Entity.
- 1.1.4 Business Associate agrees to establish and utilize appropriate administrative, technical, and physical safeguards to protect the confidentiality of Protected Health Information that it receives from Covered Entity in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.316.
- 1.1.5 Business Associate agrees that it will report to Covered Entity any use or disclosure of the Protected Health Information received from Covered Entity which constitutes a "breach" as defined by 45 CFR §164.402 and in accordance with 45 CFR § 164.410, as updated by the Department of Health and Human Services in Volume 78 of the January 25, 2013 Federal Register.
- 1.1.6 Business Associate agrees to mitigate, to the extent practicable, any harmful effects resulting from use or disclosure of Protected Health Information by Business Associate which is not permitted by law or by this Agreement.
- 1.1.7 Business Associate shall implement written security and privacy policies and procedures regarding the handling of Protected Health Information as required of Business Associate per 45 CFR §164.530(i)(1).
- 1.1.8 Business Associate shall comply with requests for restrictions, requests for accountings, and requests for access to Protected Health Information in accordance with 45 CFR § 164.522, 45 CFR § 164.528, 45 C.F.R. § 164.524 and updates made to such provisions by the Department of Health and Human Services in accordance with Volume 78 of the January 25, 2013 Federal Register.
- 1.1.9 Business Associate agrees that if Covered Entity determines or has a reasonable belief that Business Associate may have used, made a disclosure of, or permitted access to Protected Health Information in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Business Associate to: (a) promptly investigate and provide a written report to Covered Entity of the Business Associate's determination regarding any alleged or actual unauthorized disclosure, access, or use; (b) cease such practices immediately; (c) return to Covered Entity, or destroy, all Protected Health Information; and (d) take other action Covered Entity deems appropriate.
- 1.1.10 Business Associate agrees to require all of its subcontractors and agents that receive, use or have access to Protected Health Information under this Agreement to agree in writing to abide by all of the terms to which Business Associate is subject to under this Agreement with respect to the Protected Health Information.

- 1.1.11 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information for the proper management and administration of Business Associate's business operations or to carry out its legal responsibilities.
- 1.1.12 Business Associate and Covered Entity acknowledge that state and federal laws relating to data security and privacy are rapidly evolving. The parties agree to take such action as is necessary to implement the requirements of applicable laws relating to the security and privacy of Protected Health Information.

1.2 Relationship to Individuals who are the Subjects of Protected Health Information.

- 1.2.1 Business Associate agrees that Covered Entity and the applicable individual retain all ownership rights to the Protected Health Information, and that Business Associate does not obtain any right, title or interest to the Protected Health Information furnished by Covered Entity.
- 1.2.2 Business Associate agrees to comply with all lawful requests of individuals who are subjects of Protected Health Information to permit access to inspect and obtain a copy their Protected Health Information about the individual that is subject to this Agreement, as required by law.
- 1.2.3 Business Associate agrees that, within fifteen (15) days of a request being made, it will provide Covered Entity with any Protected Health Information requested by Covered Entity.
- 1.2.4 Business Associate agrees to make Protected Health Information available for amendment and to immediately incorporate any amendments or corrections to an individual's health information upon request by Covered Entity in accordance with applicable law, including 45 C.F.R. 164.526.
- 1.2.5 Business Associate agrees to make available the information required for Covered Entity to provide an accounting of disclosures in accordance with applicable law upon request by Covered Entity.

- 1.3 Maintenance of Protected Health Information. Business Associate agrees that upon termination of the Agreement, Business Associate shall, if feasible, proceed in accordance with Covered Entity's instructions to return or destroy Protected Health Information within thirty (30) days of receiving such instructions. If Covered Entity elects to have the Protected Health Information destroyed, Business Associate agrees to destroy the Protected Health Information in a manner and by a method acceptable to Covered Entity. If returning or destroying the Protected Health Information is not feasible on account of a regulatory duty imposed on Business Associate by law, or another valid reason, Business Associate agrees that the protections afforded to such Protected Health Information by this Agreement will extend indefinitely beyond the term of this Agreement, and that Business Associate will limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible. Business Associate further agrees that no Protected Health Information,

copies of Protected Health Information, or parts thereof, shall be retained when the aforementioned Protected Health Information are returned or destroyed.

- 1.4 Availability of Protected Health Information. Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Department of Health and Human Services for review, upon the request of the Secretary of that Department.

ARTICLE II RESPONSIBILITIES OF COVERED ENTITY

- 2.1 Notification of Privacy Practices. Covered Entity shall notify Business Associate of any limitations or restrictions contained within the notice of privacy practices for Protected Health Information that Covered Entity produces as required under HIPAA, to the extent that such limitations may affect Business Associate's use or disclosure of PHI.
- 2.2 Other Requirements. Covered Entity shall provide Business Associate with (a) any changes in, or revocation of permission by individuals to use or disclose Protected Health Information about them, if such changes affect Business Associate's permitted or required uses and disclosures; and (b) any restrictions or changes thereto to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with HIPAA.

ARTICLE III TERM & TERMINATION

- 3.1 Term. This Agreement shall be effective as of the Commencement Date, and shall continue for as long as Business Associate provides agreed upon services to or on behalf of Covered Entity.
- 3.2 Termination.
- 3.2.1 This Agreement shall be considered terminated if Business Associate no longer provides any services for Covered Entity.
- 3.2.2 This Agreement may be terminated immediately by Covered Entity in the event of any breach of this Agreement.
- 3.3 Effect of Termination. The termination of this Agreement shall have no effect on Business Associate's obligation to treat the contents of Protected Health Information as confidential.

ARTICLE IV MISCELLANEOUS

- 4.1 Indemnification. Business Associate will hold Covered Entity (including Covered Entity's Board of Directors, individually and collectively, and its officers, owners,

employees, agents, elected officials, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement by Business Associate.

Covered Entity will hold Business Associate (including Business Associate's Board of Directors, individually and collectively, and its officers, owners, employees, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees and punitive damages which may arise against Business Associate as a result of any violation of this Agreement by Covered Entity.

- 4.2 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested to the other party's principal place of business.
- 4.3 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- 4.4 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 be a waiver of any subsequent breach of the same or other provision hereof.
- 4.5 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.
- 4.6 Gender and Number. Whenever the context hereof 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.
- 4.7 Addendum. This Agreement shall serve as an Addendum to and become part of any and all contracts, agreements, and/or arrangements between the parties in effect as of the Commencement Date or which may be entered into after the Commencement Date. In the event there is a conflict as to terms of this Agreement and any other contracts, agreements, and/or arrangements between the parties, this Agreement's terms shall be controlling.
- 4.8 Amendments. This Agreement may only be amended by the written consent of both parties.
- 4.9 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 4.10 Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Agreement as if fully set forth herein.

- 4.11 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 the parties hereto and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 4.12 Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimiles and photocopies hereof shall be deemed to be originals.
- 4.13 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

MBI SOLUTIONS, INC.

SUGARCREEK TOWNSHIP TTEES

Ray Doherty
President
Date: _____

Title: _____
Date: _____