

Ambulance Billing Services Agreement
Between
MultiMed Billing Service, Inc., d/b/a MultiMed
And
City of Saratoga Springs

THIS AGREEMENT is effective the 1st day of March 2015 and is by and between **MultiMed Billing Service, Inc., d/b/a/ MultiMed**, a New York Corporation having a principal place of business at P.O. Box 535, Baldwinsville, New York 13027 (“MultiMed”) and **City of Saratoga Springs**, with ambulance operations duly certified as a New York State ambulance service in accordance with the provisions of Article 30 of the Public Health Law, and having a principal place of business at 474 Broadway, Saratoga Springs, New York 12866.

WHEREAS, MultiMed has developed ambulance billing and accounts receivable, contract negotiation and other ambulance service administrative related skills and services (the “Services”), and which Services MultiMed desires to provide to City of Saratoga Springs and

WHEREAS, City of Saratoga Springs desires to retain MultiMed for the purpose of having MultiMed provide certain of the Services, as more specifically set forth hereinafter.

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

1. The Services. City of Saratoga Springs hereby appoints and employs MultiMed to supervise and perform certain aspects of management and operation of City of Saratoga Springs, in accordance with and subject to the specific terms and conditions set forth in this Agreement, and MultiMed hereby accepts such appointment and employment, upon the terms and conditions set forth in this Agreement. MultiMed agrees to provide to City of Saratoga Springs the following Services under the terms and conditions of this Agreement and as specifically provided for by City of Saratoga Springs and MultiMed.

- (a) Billing and Collection. Billing and accounts receivable collection activities including, without limitation, billing patients of City of Saratoga Springs for ambulance services rendered, making claims for reimbursement from Medicare, Medicaid, and other third-party payers, and if deemed necessary, referring claims to collection agencies and instituting legal proceedings, upon City of Saratoga Springs’s prior written direction, in connection with any bill or claim. City of Saratoga Springs appoints MultiMed for the term hereof to be their true and lawful agent, for the following purposes:
 - (i) To bill patients in the name and provider number of City of Saratoga Springs and on its behalf;

- (ii) To collect accounts receivable resulting from such billing in the name of City of Saratoga Springs;
 - (iii) To collect and receive payments from insurance companies, Medicare, Medicaid, all other third-party payers and patients;
 - (iv) To take possession of and endorse in the name of City of Saratoga Springs, such payment intended for purpose of payment of an ambulance bill, any notes, checks, money orders, insurance payments, and other instruments received in payment of accounts receivable and deposit all monies resulting from the operation of the billing program into a bank account registered to City of Saratoga Springs. Authorized signers of this account are employees of City of Saratoga Springs. MultiMed has no access to this bank account;
 - (v) To assist City of Saratoga Springs and its retained legal counsel, with the institution of legal proceedings in the name of City of Saratoga Springs to collect any accounts and monies owed to City of Saratoga Springs, to enforce the rights of City of Saratoga Springs as creditors under any contract or in connection with the rendering of any service, and to contest adjustments and denials by governmental agencies (or its fiscal intermediaries) as third party payers; provided that the written consent of City of Saratoga Springs shall be obtained before any formal legal or administrative proceeding is commenced; and
 - (vi) Make adjustments for uncollectible accounts in a reasonable and consistent manner as approved by City of Saratoga Springs. All adjustments made for professional courtesies and other activities that do not generate a collectible fee shall be done in accordance with City of Saratoga Springs direction. MultiMed will not be responsible for initiating any collection procedures to the patient other than written follow up notices or direct phone calls, unless both parties otherwise agree to in writing.
 - (vii) Within ten (10) days of the last business day of each month, MultiMed will provide to City of Saratoga Springs a complete written report for the preceding calendar month which summarizes all billing produced, dollar amounts of accounts collected, dollar amounts outstanding and dollar amounts closed for that month.
- (b) Training/Consulting. Consult with and advise City of Saratoga Springs as to (non-clinical/medical) business issues relating to the training of

ambulance staff as it relates to billing operations.

- (c) Other Services. MultiMed shall, in addition to or in place of the foregoing, perform such other services as may be agreed by the parties, at rates to be determined by the parties at future point in time.

2. Extraordinary Services. Whenever MultiMed determines that services not included in the services required to be rendered pursuant to this Agreement by MultiMed are necessary or desirable for the efficient, economic and profitable operation of City of Saratoga Springs (“Extraordinary Services”), MultiMed shall advise City of Saratoga Springs of the need and cost therefore and make recommendations related thereto. MultiMed shall perform such Extraordinary Services only if in accordance with a written agreement reached with City of Saratoga Springs.

3. Assumption/Qualification of Duties. MultiMed, in order to relieve City of Saratoga Springs (to the maximum extent possible) of the billing and collection aspects of the ambulance service, included within the Services above described, expressly assumes the foregoing duties and responsibilities as provided for herein. The foregoing notwithstanding, MultiMed shall not have any authority, directly or indirectly, to perform, and will not perform, any medical or clinical function. MultiMed may, however, advise City of Saratoga Springs as to the relationship between their performance of medical/clinical functions and the overall administrative and business functioning of the ambulance service.

4. Compliance with Applicable Laws. MultiMed, as it performs the Services and the obligations of MultiMed hereunder, notwithstanding any other provision of this Agreement to the contrary or otherwise and regardless of how directly and specifically such provision addresses the conduct, right, or duty at issue, shall comply with all applicable CMS, HIPAA, DOH, JCAHO, federal, state, and local laws, regulations, and restrictions in the exercise of its rights and conduct of its obligations under this Agreement.

5. General Municipal Law. As an inducement to MultiMed to enter this Agreement, City of Saratoga Springs represents to MultiMed that City of Saratoga Springs is not subject to the restrictions on billing for ambulance or rescue services set forth in New York General Municipal Law, Section 209-b and that City of Saratoga Springs is entitled and authorized under New York Law to bill for ambulance services.

6. Responsibilities of City of Saratoga Springs /Acknowledgments of MultiMed.

- (a) Patient Records. City of Saratoga Springs shall timely complete and exclusively maintain all medical records required by law or by applicable rules of professional conduct to be completed and maintained by ambulance crew members, including, without limitation, records for each patient accurately reflecting the evaluation and treatment of that patient. City of Saratoga Springs acknowledges its responsibility for the accuracy of all pre-hospital care reports submitted by it and any adjustments to

them. City of Saratoga Springs also agrees that it will not submit any pre-hospital care report to MultiMed that violates any New York State or Federal law or regulation governing Social Security, Medicare or Medicaid, and that the U.S. Department of Health, or its designee, and any Payer to which City of Saratoga Springs submits claims through MultiMed may audit City of Saratoga Springs, and the records relating to MultiMed's services for City of Saratoga Springs, and to provide such information, as requested, to such parties. MultiMed acknowledges that all such medical records shall be the property of City of Saratoga Springs. MultiMed reserves the right to charge City of Saratoga Springs for costs associated with the reproduction of medical records relative to any governmental and/or commercial audit or investigation.

- (b) Billing/Reimbursement. City of Saratoga Springs shall cooperate with MultiMed in order to assist MultiMed in performing its duties under this Agreement and in resolving any reimbursement or coverage problems encountered by MultiMed in its billing of third-party payers under this Agreement. Without limiting the generality of the preceding sentence, City of Saratoga Springs shall: (i) provide all information necessary for MultiMed to prepare and execute any documents required to be prepared or executed by it in order for it to perform its duties pursuant to this Agreement; (ii) execute any such documents described in preceding clause (i), if required; (iii) comply with MultiMed reasonable requests in connection with preparing, submitting, and processing claims for reimbursements from Medicare, Medicaid, and other third-party payers; and (iv) obtain patient consents to release to MultiMed any medical information that is otherwise confidential and is necessary in order for MultiMed to perform the Services hereunder.
- (c) Fees-Charges/Waivers. City of Saratoga Springs shall provide MultiMed with a full schedule of its fees and charges for its ambulance service and any corrections, changes, or updates thereto. All decisions on reducing or waiving any charges in specific cases shall be made pursuant to City of Saratoga Springs written direction.

7. Events Excusing MultiMed and City of Saratoga Springs Performance.

MultiMed and City of Saratoga Springs shall not be liable to the other for their failure to perform any of the services required herein in the event of strikes, lock-outs, calamities, acts of God, unavailability of labor or supplies, or other events over which the party failing to perform has no control for so long as such events continue, and for a reasonable period of time thereafter to allow the non-performing party to reestablish such services.

8. Service Fees.

(a) MultiMed will be paid fees as follows: For non-Medicaid claims, MultiMed will receive a commission of 7.0 percent of all monies collected. For paid Medicaid claims, MultiMed will receive \$7.00 per claim where Medicaid is the primary payer and \$5.00 per claim where Medicaid is the secondary payer.

(b) City of Saratoga Springs agrees to refrain from discussing with other individuals or entities any MultiMed fee schedules unless it is agreed to and authorized by an official of MultiMed.

(c) City of Saratoga Springs will issue payment to MultiMed for the applicable commission within thirty (30) days after receipt of each invoice.

(d) Should MultiMed, at any time, not be paid in accordance with this Agreement, MultiMed will attempt to collect from City of Saratoga Springs in either or both of the following ways:

(i) Cessation of Services. MultiMed will cease to provide its services after providing City of Saratoga Springs with no less than ten (10) business days written notice of MultiMed's intent to cease services. City of Saratoga Springs will have fifteen (15) business days from the date of receipt of said notice to make full payment and rectify the balance due. In the event payment is made, MultiMed will immediately resume providing its services in compliance with this Agreement.

(ii) Termination of this Agreement. City of Saratoga Springs hereby gives MultiMed the right to terminate this Agreement for nonpayment of services. In such event, MultiMed shall provide City of Saratoga Springs with no less than thirty (30) days written notice of MultiMed's intent to terminate this Agreement, specifying the date upon which this Agreement shall be deemed terminated. In the event MultiMed proceeds with termination, MultiMed shall not be held liable for noncompliance with this Agreement. Upon termination of this agreement, all records will be returned to City of Saratoga Springs within five (5) business days and both parties will have no further obligation to each other.

(e) Change in the Law. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event a mutually agreeable modification of this Agreement is not reached and set forth in an executed written agreement within thirty (30) days of receipt of written notice from one party to the other party setting forth the proposed changes and the rationale for same, then either party may, by giving the other an additional thirty (30)

days written notice, terminate this Agreement, unless this Agreement would terminate earlier by its terms.

9. Term of this Agreement.

(a) The term of this Agreement shall commence on the date hereof and shall continue in effect for twelve (12) months or until terminated for cause by either City of Saratoga Springs or MultiMed in accordance with Section 9 (b), or by MultiMed in accordance with Section 9(c).

(b) Termination for Cause. In the event that either party terminates this Agreement "for cause," then the terminating party shall deliver written notice to the other, by certified mail, return receipt requested, providing not less than ten (10) business days notice of said election, and setting forth the effective date of the termination. Termination for cause shall include, but not be limited to, substantial breach of any of the terms of this Agreement, gross or willful negligence, improper or illegal billing/collection practices, etc.

(c) Termination on Account of Bankruptcy. In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by MultiMed or City of Saratoga Springs, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of debtors of or by MultiMed or by City of Saratoga Springs, except for the filing of a petition in involuntary bankruptcy against MultiMed or City of Saratoga Springs which is dismissed within sixty (60) days thereafter, the non-filing party may give notice of the immediate termination of this Agreement.

10. Relationship of Parties. Notwithstanding any other provision herein to the contrary or otherwise,

- (a) MultiMed shall be an independent contractor and not an employee, partner, or joint venturer of or with City of Saratoga Springs;
- (b) unless otherwise specifically provided in this Agreement, MultiMed shall not have the ability or authority to bind or contract for City of Saratoga Springs, to transact business in the name of or on behalf of City of Saratoga Springs, or to make representations or incur any indebtedness, liability or obligation in the name or on behalf of City of Saratoga Springs;
- (c) all clinical/medical issues arising hereunder, or otherwise during the course of City of Saratoga Springs rendering of services shall be resolved by City of Saratoga Springs alone and not by MultiMed.

11. Insurance and Indemnification

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for MultiMed. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of MultiMed's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. MultiMed acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

Before commencing work under this Agreement, MultiMed shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an Additional Insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that MultiMed has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of MultiMed to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers @Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

a. MultiMed shall procure and maintain during the term of this contract, at MultiMed's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.

b. MultiMed shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.

c. Every required policy, including any required endorsements and any umbrella/excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by MultiMed.

d. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.

e. MultiMed may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).

f. The Office of Risk & Safety Management must approve all insurance certificates.

g. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.

h. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A—:VII" or better by A.M. Best (Current Rate Guide).

i. If MultiMed fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract;

(1.) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR

(2.) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to MultiMed.

Required Property and Casualty Insurance—Minimum coverage types and amounts:

• Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence/Two Million Dollars Aggregate

• Excess Insurance: Five Million Dollars per Occurrence Aggregate
• Professional Errors and Omissions: One Million Dollars per Claims Aggregate

Required Workers Compensation Insurance—Minimum coverage types and amounts:

• NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

MultiMed and City of Saratoga Springs each hereby agrees to indemnify, defend, and hold the other harmless for and from any and all legal action, loss, liability, judgment, and expense (including costs and reasonable attorneys' fees) it suffers or incurs as a result of the performance or breach of any of the terms of this Agreement except to the extent (i.e. in whole or part) such legal action, loss, liability, judgment or expense was caused by the negligent or other wrongful acts or omissions of the other.

12. Confidentiality. The parties acknowledge that in the course of performing Services under this Agreement, MultiMed will have access to confidential patient information, including protected health information ("PHI"), as defined in the Health Insurance Portability and Accessibility Act of 1996 and regulations promulgated thereunder ("HIPAA"). MultiMed shall comply with all applicable HIPAA privacy and security rules. MultiMed shall not use or disclose PHI, except in the course of providing Services under this Agreement or as required by law. To the extent required by HIPAA, the parties shall be bound by the terms of the HIPAA Business Associate Addendum which is attached to this Agreement and incorporated herein by reference.

In connection with the provision of products and/or services to the City by MultiMed, the City may disclose to MultiMed information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic

communication or other information of any kind shall be deemed and treated as confidential by MultiMed. MultiMed shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. MultiMed agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by MultiMed, (ii) is or becomes available to MultiMed on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within MultiMed's possession prior to its being furnished to MultiMed by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases MultiMed shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by MultiMed from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Contractor representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by MultiMed. MultiMed shall be permitted to retain one copy of internal memoranda and other documents, developed by MultiMed during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter MultiMed's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

13. Dispute Resolution. Due to the nature of the Services to be performed hereunder, the unique characteristics of City of Saratoga Springs, and the need for flexibility in performance of the Services, the parties desire a means of resolving disputes, conflicts, or issues arising hereunder. Accordingly, the following procedure is hereby defined as the procedure for Dispute Resolution. The parties agree to a stepped up conflict resolution process, whereby all disputes shall first be attempted to be negotiated and if no resolution reached, the parties shall then enter into non-binding mediation. If no agreement is thereby reached, the parties shall then be free to submit to litigation. If a resolution is reached at any one of the foregoing stages, same shall result in the issuance of a written Resolution Agreement, which Resolution Agreement may or may not be an amendment to this Agreement, depending upon the issue(s) resolved. The specific stages in reaching a resolution are further elaborated as follows:

- (a) Negotiation. Although this Agreement provides for Mediation at subsection (b), it is the intention of the parties to provide an informal, pre-Mediation mechanism for the resolution of all service issues, and/or

similar or other disputes or circumstances arising from or in relation to this Agreement. In such event, any party hereunder may give written notice to the other of its dispute or circumstance and its desire to meet to discuss same. One representative designated by each party shall meet within ten (10) days following the date of such notice to attempt to resolve the issue in question. The meeting may be held telephonically. If the issue is not resolved successfully (by agreement of the parties) within ten (10) days following such meeting, either party may then initiate Mediation proceedings in accordance with the procedures set forth in subsection (b) below.

- (b) Mediation. Any service issue, and/or similar or other dispute or circumstance from or in relation to this Agreement which has not been resolved pursuant to the informal Negotiation mechanism set forth at subsection (a) above, shall be Mediated before proceeding to litigation. Mediation may be requested by written notice from any party hereto and must be held within thirty (30) days following such notice. The parties shall mutually agree upon a Mediator. If they cannot so agree thereupon within five (5) business days following the request for Mediation, the parties shall refer the dispute to the National Health Lawyers Association Alternative Dispute Resolution Service (“NHLADS”) for appointment of a Mediator; or, in the event that this service is not available, the dispute shall be referred to a comparable alternative dispute resolution service. Mediation shall commence within twenty-five (25) days following the selection of the Mediator and shall take place in Saratoga County, New York. Any information or disclosures revealed by any party pursuant to the Mediation process shall be confidential and may not be referred to in any subsequent proceeding.
- (c) Litigation. Any service issue, or other or similar circumstance or issue arising under this Agreement which has not been resolved pursuant to the informal Negotiation or Mediation mechanisms set forth at subsections (a) and (b) hereinabove shall be resolved pursuant to litigation as the parties so desire.
- (d) The Settlement Agreement or resolution from a Negotiation shall be jointly written and issued by the parties to such Negotiation. The Determination decision from Arbitration shall be written by the respective Mediator or Arbitrator.

14. Restrictive Covenants.

- (a) Mutual Covenants. MultiMed and City of Saratoga Springs each further covenant that during the term of this Agreement, and for a period of one (1) year thereafter, neither party hereto nor any Affiliates shall, either

directly or indirectly, for itself, or through, on behalf of, or in cooperation with any person, persons, partnership or corporation, materially divert or attempt to divert any actual, prospective, or potential principal, employee, patient, or client of the other to itself or to any competitor by direct inducement or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the others respective business(es).

- (b) Enforcement. If any provision hereof relating to a restrictive period, scope of activity restricted and/or the territory described therein shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope of activity restricted or geographical area such court deems reasonable and enforceable under applicable law, then the time period, scope of activity restricted and/or area of restriction held reasonable and enforceable by the court shall thereafter be the restrictive period, scope of activity restricted and/or the territory applicable to the restrictive covenant provisions hereof. The invalidity or non-enforceability hereof in any respect shall not affect the validity or enforceability of the modified restrictive period, the remainder of this or of any other provision of this Agreement.

15. Retention of Records. MultiMed shall make available to the City all information pertinent to this agreement, including reports, studies, drawings, and any other data. All original records generated as a result of this agreement shall be maintained by MultiMed for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

16. Publicity. The Contractor shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Contractor's website. The Contractor shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Contractor shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

17. Waiver. No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

18. Survival. The obligation of each party hereunder to pay to the other any amount, including indemnification, due pursuant to this Agreement shall survive termination or expiration of this Agreement.

19. Notices. Each notice to be given to either party pursuant to this Agreement shall be deemed to have been properly given if hand delivered or if mailed by certified mail:

MultiMed Billing Service, Inc., d/b/a/ MultiMed
P.O. Box 535
Baldwinsville, New York 13027
Attention: William L. Shipman
Legal Notice Enclosed

City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866
Attention: Commissioner Christian Mathiesen
Legal Notice Enclosed

Each party may from time to time designate by written notice under this Paragraph to the other party any other address, person, or entity to which or to whom notice or copies thereof shall be sent.

20. Miscellaneous. This Agreement:

- (a) shall be governed by and interpreted and construed in accordance with the laws of the State of New York and litigation hereunder shall take place in the State Courts located within Saratoga County and the parties agree to these Courts jurisdiction, both substantive and personal;
- (b) shall be binding upon and inure to the benefit of MultiMed and City of Saratoga Springs and each of their respective successors and assigns;
- (c) constitutes the entire Agreement between the parties with respect to the matters dealt with in this Agreement, and supersedes all oral and written proposals, representations, understandings, and agreements previously made or existing with respect to any such matters; and
- (d) may not be amended or waived in part or whole, whether by any course of dealing, acquiescence or otherwise, except in a writing signed by the party against whom enforcement is sought.

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

City of Saratoga Springs

MultiMed Billing Service, Inc.

By: _____

By: William L. Spi

Senior Vice President

Date: _____

Date: February 20, 2015

Address: 474 Broadway
Saratoga Springs, New York 12866

Address: P.O. Box 535
Baldwinsville, NY 13027