

## COMSTAR AGREEMENT

This agreement is made by and between The Town of Canton, a municipal corporation in the State of Connecticut ("the Town") and Comstar, Inc. a Massachusetts Corporation with principal offices in Rowley, Massachusetts. The parties agree as follows:

"Comstar agrees to abide by all the terms and conditions as specified in the Town of Canton's request for proposals entitle "Request for Proposals to Provide EMS Collection Services" and Comstar's response to such request for proposal dated May 27, 2011.

ARTICLE 1. Comstar shall perform billing services for the Town of Canton on behalf of its ambulance service. Comstar shall provide the Town all services necessary to collect payments due the Town for each run made by the Town ambulance(s). Comstar does not guarantee payment to the Town but rather agrees to set up procedures necessary to collect funds due the Town in connection with ambulance services provided to the citizens of the Town and others.

ARTICLE 2. Comstar shall coordinate attainment of all necessary Third Party Provider\* Numbers for Blue Cross, Medicare, Medicaid, and other Insurance Company Carriers and take whatever steps necessary in order to submit claims to the various carriers for Ambulance Services rendered by the Town. Only in those cases where required information is not available from other sources, will patients be contacted directly.

\* Third party payers include all parties (other than the patient) responsible for payment of the patient's bill for ambulance services rendered by the Town. All medical insurance coverage for the patient, as well as Workmen's Compensation coverage, is, for the purposes of this Contract, deemed to be provided by a third party payer.

ARTICLE 3. The members of the ambulance crew shall use reasonable efforts to secure from patients certain important information including name, address, insurance information and other information needed to bill for ambulance services provided by the Town.

Once this information is collected, it shall be transmitted to Comstar. Comstar shall promptly ascertain that all required information has been recorded; take the steps necessary to assemble required additional information, and promptly submit all forms required in order to secure payment of the patient's bills from third party carriers.

Comstar shall also institute a direct billing service to collect all funds due the Town for ambulance services furnished to patients where no insurance information is available. A bill / insurance questionnaire shall be prepared by Comstar upon receipt of the necessary information from the Town and sent directly to the patient's resident address.

Follow-up bills shall be sent at thirty (30) day intervals but no more than three (3) patient bills will be sent for any one ambulance run. Patients that do not respond to the initial bills will be placed with Comstar's in-house collection service if requested.

ARTICLE 4. All bills prepared by Comstar for the benefit of the Town shall indicate to the third party carrier and patient that payment is to be made payable to the Town. In order to control the billing of co-insurers, and others, payments will be processed through Comstar and forwarded to the Town. The Town will have sole custody of the funds Comstar, Inc. receives on the Town's behalf. Comstar, Inc. will forward all received checks to the Town. Comstar will have no negotiating rights to the town's bank account or access to the funds.

ARTICLE 5. The Town shall promptly notify Comstar of any decision by the Town to grant a write-off for either a portion or the full amount of a patient's bill.

ARTICLE 6. Monthly, funds collected by Comstar shall be forwarded to the Town together with a reconciliation of all ambulance billing and collection activity done on the behalf of the Town during the reporting period.

ARTICLE 7. This contract shall be effective for a Two (2) year period beginning August 1, 2014 and ending July 31, 2016. This agreement may be terminated by either party for any reason after providing sixty (60) days written notice.

ARTICLE 8. The Town agrees to pay Comstar Three and one half Percent (3.5%) of actual receipts received by The Town in connection with its ambulance service. This fee is to include the following emsCharts products: emsCharts, emsCharts mobile, geo-coding, and billing export. Comstar's monthly fee invoice to the Town is due within 45 days of receipt.

ARTICLE 9. It is agreed that all information submitted to Comstar by the Town concerning patients treated or transported by the Town's ambulance service is confidential and shall not be released to any person or corporation other than third party payers and their agents unless authorized in writing by the patient. The Town and Comstar represent that they will at all times be compliant with all applicable laws. Comstar shall hold the Town harmless from any and all liability arising from any failure by Comstar to comply with applicable law. The Town shall hold Comstar harmless from any and all liability arising from any failure by the Town to comply with applicable law.

ARTICLE 10. This contract may be altered or amended by a writing signed by both Comstar and the Town.

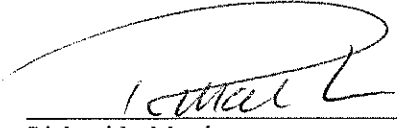
ARTICLE 11. Comstar will abide by the billing and collection policy established by the Town, as noted in Schedule A of agreement.

Article 12. CMS FINAL RULE: BENEFICIARY SIGNATURE REQUIREMENT: On November 1, 2007, CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R. §424.36, require a patient's signature on a claim, unless the patient has died or the ambulance provider/supplier can qualify for one of a number of listed exceptions. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

Article 13. AMBULANCE PROVIDER LICENSURE AND CREW MEMBER CERTIFICATION: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

Article 14. Comstar agrees to abide by any and all billing policies the Town of Canton has in place with its ALS providers.

Comstar by:



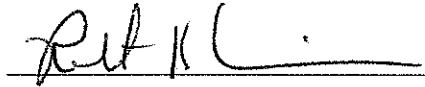
Richard L. Martin

Title: Owner & Manager



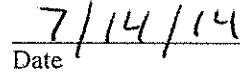
Date

The Town of Canton by:



Title:

CAO



Date

# Schedule "A"



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## TOWN OF CANTON –RESIDENT BILLING AND COLLECTION PROCESS OUTLINE

### All Transports

- 1) Receipt Verification to client
- 2) 2 level patient address verification
  - a) 2 level address correction if address provided is undeliverable
  - b) 2 level address search if mail is returned

### With Insurance Information

- 1) Claims submitted direct to insurance carrier electronically with insurance verification.
- 2) Denial Appeals submitted as required

### No insurance or no insurance information

- 1) Web based insurance search (Medicare, Medicaid, NEHEN.....)
- 2) Contact hospital to attain insurance info
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

### Balance Billing the Patient

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

### Billing Patients Making Monthly Payments

- 1) First statement, patient making monthly payments
- 2) Second statement, patient making monthly payments
- 3) Third statement, patient making monthly payments

### To Collect Balances Not Received after the Above is Performed

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
  - a) Report Bad Debt to Experian Credit Bureau
  - b) Abate Charges
  - c) Client takes to small claims court

### Other

- Hardship Waiver Request Form                      \*\*\*\* Used Upon Patient Request \*\*\*\*
- FFR Advanced Collection Agency Option        \*\*\*\* Not Used \*\*\*\*

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**TOWN OF CANTON -- NON-RESIDENT  
BILLING AND COLLECTION PROCESS OUTLINE**

**All Transports**

- 1) Receipt Verification to client
- 2) 2 level patient address verification
  - c) 2 level address correction if address provided is undeliverable
  - d) 2 level address search if mail is returned

**With Insurance Information**

- 1) Claims submitted direct to insurance carrier electronically with insurance verification.
- 2) Denial Appeals submitted as required

**No insurance or no insurance information**

- 1) Web based insurance search (Medicare, Medicaid, NEHEN.....)
- 2) Contact hospital to attain insurance info
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

**Balance Billing the Patient**

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

**Billing Patients Making Monthly Payments**

- 1) First statement, patient making monthly payments
- 2) Second statement, patient making monthly payments
- 3) Third statement, patient making monthly payments

**To Collect Balances Not Received After the Above is Performed**

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
  - a. Report Bad Debt to Experian Credit Bureau
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  - c. Client takes to small claims court

**Other**

- Hardship Waiver Request Form                      \*\*\*\* Used Upon Patient Request \*\*\*\*
- FFR Advanced Collection Agency Option        \*\*\*\* Used Per Canton Request \*\*\*\*