

## FIRST AMENDMENT TO BILLING SERVICES AGREEMENT

THIS FIRST AMENDMENT TO BILLING SERVICES AGREEMENT (the "Amendment") is made and entered into as of the 1 day of November, 2018, by and between Russell Township, a political subdivision ("Provider") and GREAT LAKES BILLING ASSOCIATES, INC., an Ohio corporation ("Great Lakes").

### RECITALS:

A. Provider and Great Lakes entered into a Billing Services Agreement dated March 1, 2006 (the "Agreement") pursuant to which Provider engaged Great Lakes to provide third party EMS and ambulance billing and related services to Provider.

B. The parties hereto desire to amend the Agreement to require Provider to obtain patient charting software and submit all transport or run report information to Great Lakes electronically using such software, and to reduce the percentage Commission payable by Provider to Great Lakes, on the terms and conditions more fully set forth herein.

C. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

### AGREEMENTS:

In consideration of the foregoing Recitals and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TRANSPORT REPORTS; USE OF SYSTEM. Notwithstanding any provision contained in the Agreement to the contrary, Provider hereby agrees to (i) obtain a right and license to access and use an electronic patient charting system in connection with its record keeping related to the provision of EMS, ambulance and related services (the "System") from a qualified third party software vendor acceptable to Great Lakes (the "Licensor") and (ii) to use the System exclusively for the submission of transport or "run" reports to Great Lakes, and all related billing functions. Provider and Great Lakes contemplate that the use of the System will facilitate the transmission of required billing information to Great Lakes and assist Great Lakes in performing the Services. Provider shall enter into the standard license agreement required by Licensor and shall pay all licensing, royalty or related fees in respect of the license and use of the System. Provider further will provide Great Lakes access to the System and cooperate with Great Lakes in implementing and using the System in connection with the Services. Provider acknowledges and agrees that Great Lakes is not a party to the software license or similar agreement, and shall not be responsible for the operation or performance of the System.

2. COMMISSION. Provider and Great Lakes hereby agree to reduce the percentage of gross collections payable by Provider as Commission under the Agreement to seven percent (7%). This Amendment expressly modifies the commission amount described in term 4 of the Agreement.

3. CONFLICTING TERMS; NO OTHER MODIFICATIONS. To the extent that any terms and conditions of this Amendment are inconsistent with the terms and conditions of the Agreement, the terms and conditions of this Amendment shall prevail. Otherwise, unless expressly modified or superseded herein, all of the terms and conditions of the Agreement shall remain unaffected and in full force and effect.

4. BINDING EFFECT; GOVERNING LAW. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

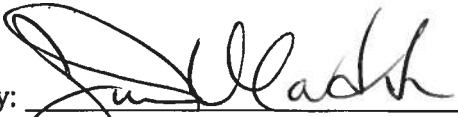
5. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

6. FACSIMILE OR ELECTRONIC SIGNATURES. This Amendment may be executed and delivered by the parties hereto by facsimile or via email (in pdf format) and delivery in such manner shall be as binding and effective on the party delivering by facsimile or email as if an executed original had been delivered.

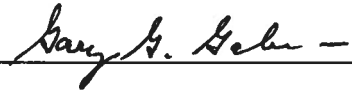
*(signature blocks on the following page)*

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

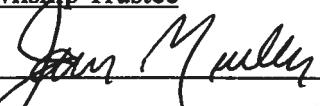
PROVIDER:

By: 

Its: Township Trustee

By: 

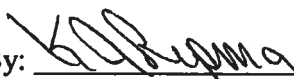
Its: Township Trustee

By: 

Its: Township Trustee

GREAT LAKES:

GREAT LAKES BILLING ASSOCIATES, INC.

By: 

Its: President