MP Cloud Technologies™

Service Order – 250108115

This Service Order – 250108115 ("Service Order") describes the Services that MP Cloud Technologies ("MPCT") will provide to Customer under the terms and conditions of the Master Services Agreement entered into between the parties on 1 October 2024 and is effective as 1 October 2024 ("Effective Date"). Additional terms and conditions may be set forth in this Service Order. In the event of a conflict between the terms and conditions set forth in this Service Order and the terms of conditions of the Agreement, this Service Order will control with respect to the Services described herein. This Service Order, together with the Agreement represents the complete and total understanding of the parties regarding the Services to be provided by MPCT hereunder. Capitalized terms not defined in this Service Order shall have those meanings accorded to them in the Agreement.

SECTION 1 - SERVICES ORDERED

1.1 Customer. The Services ordered herein, communications, and invoices shall be provided to the Customer contacts and address given below, or such other address as may hereafter be designated by notice in writing:

Customer Information				
Customer:	City of Laredo EMS			
Address:	2600 Cedar Ave Laredo TX 78040			
Annual Claims:	TBD			
Contacts	City Manager	Dir of Public Health	Billing	IT
Name	Joseph W Neeb	Richard Chamberlain	Nancy Balderas	
Title	City Manager	Director of Public Health	Billing and Cash Handling Supervisor	
Email			nbalderas@ci.laredo.tx.us	
Phone			956-251-6037	

Service Order – 250108115

SECTION 2 – SERVICES, TERMS AND CONDITIONS

2.1 Schedule of Services. The Services under this Service Order shall be provided in accordance with the following and subject to the terms and conditions hereof:

Schedule	Services	Term	Fee
A	AdvanceClaim Subscription Service	5-months, commencing on 1 October 2024 7-months, commencing on 1 March 2025	$3,500.00/ Month x 5= $17,500 $5,199.60 / Month x 7 =$36,397.20

The above referenced Schedules are attached to and incorporated by this reference into the Service Order as if fully set forth therein and made a part thereof.

2.2 AdvanceClaim Subscription Service. MPCT shall provide Customer with Access and use of the AdvanceClaim Subscription Service as set forth Schedule A to this Service Order ("AdvanceClaim Subscription Service"), in accordance with the following terms:

2.2.1 Subscription Period. The AdvanceClaim Subscription shall become effective as of the Term set forth in Paragraph 2.1 ("Subscription Period") unless otherwise terminated earlier in accordance with the terms of the Agreement. The Subscription Period shall automatically renew for successive twelve (12) month periods (each a Subscription Period) unless terminated as set forth Paragraph 3.3 hereof.

a. Monthly Subscription Fee. For each month of the Subscription Period, Customer shall pay MPCT the greater of the Monthly Subscription Fee for the AdvanceClaim Subscription Service set forth in Paragraph 2.1.

b. Support Services. MPCT shall provide Covered Support for the AdvanceClaim Subscription Service pursuant to the terms set forth in the Agreement.

Service Order – 250108115

Designated Site	# Tax ID's	Est. Annual Claims
		19,999

Additional Sites and Tax IDs will be added pursuant to the following fee schedule:

Site Implementation	Fee
Provisioning / Configuration	$1,500 per site
Enrollments / Clearinghouse Set-up	$75 per Tax ID
Training / Support/ Reporting (Schedule B)	$1,500 per day

SECTION 3 - MISCELLANEOUS

3.1   Additional Services. In the event additional services are required beyond the scope set forth in Paragraph 2.1 and the associated Schedules therein, such additional services shall be set forth in writing by the Parties and shall include scope, delivery, pricing, and payment terms, and executed as an addendum to the respective Schedule.

3.2   Payment Terms. The fees for Services described herein shall be invoiced as follows:

a. Automatic Payments of the Monthly Subscription Fees. At the end of each calendar month of the Subscription Period, MPCT shall invoice Customer for the Monthly Subscription Fee owed for such month. If there are no good faith disputes put forth in writing by Customer, the invoiced fee will be automatically withdrawn from Customer's bank account via ACH in full on the fifteenth (15th) day following the invoice date, or as soon as practicable thereafter. If a dispute is provided by Customer in writing, Customer and MPCT will have two (2) business days to resolve the dispute in good faith. A current ACH form is required under the terms of this agreement and should be updated immediately if the customer's bank account information changes.

b. Payment of Implementation Fees. MPCT shall invoice Customer the Implementation Fee set forth in Paragraph 2.1 above, immediately upon full execution of this Service Order by the Parties. Customer agrees to immediately pay the invoice in full upon receipt.

c. Taxes. The Monthly Subscription Fee, Implementation Fee, and any other amounts required to be paid hereunder do not include any amount for any applicable taxes or levy (including interest and penalties). Customer shall reimburse MPCT and hold MPCT harmless for all sales, use, VAT, excise, property or other taxes or levies which MPCT is required to collect or remit to applicable tax authorities. This provision does not apply to MPCT's income taxes, or any taxes for which Customer is exempt, provided Customer has furnished MPCT with a valid tax exemption certificate. This Section 3.2c hereof shall apply in any and all cases and shall not be limited by any other language in this Service Order.

a. Late Payments. Any late payment will be subject to a $100 late fee and plus any costs of collection, including but not limited to reasonable legal fees, and will bear interest at the lesser rate of: one and one-half percent (1.5%) per month, prorated for partial periods, or the maximum rate permitted by law. MPCT reserves the right to suspend Access to all Services in the case where any Fees are unpaid for more than thirty (30) days after they are due (unless subject to a bona fide dispute, which shall be addressed subject to the dispute resolution of provisions of the Agreement).

3.3 Termination, Post Termination Transition Service. Customer may terminate this Service Order pursuant to the terms of the Agreement. Following termination, at Customer's request, for one or more periods of ninety (90) days each (such ninety (90) day period, a "Transition Period", and all such periods collectively, the "Transition Periods"), MPCT shall permit Customer to access the AdvanceClaim Subscription Service solely to the extent necessary for Customer to close out existing accounts and retrieve its Customer Information, and not for any new claims nor to create any new accounts ("Transition Service"). For each Transition Period, the Fee for Accessing the Transition Service shall be based on four (4) times the average Monthly Subscription Fee paid during the 12-month period preceding termination of the AdvanceClaim Subscription Service. Customer shall remit full payment of each Transition Fee prior to the commencement of each Transition Period.

MPCT shall retain Customer Information during such Transition Periods, and both Parties agree to extend the Term of the Agreement only to the extent necessary to accommodate the timing of the Transition Periods. Customer agrees and acknowledges that the SLA guarantees, and Upgrade provisions set forth in the Agreement do not extend to the Transition Service and are explicitly excluded. Customer further agrees and acknowledges that in no event will MPCT have any obligation to retain Customer Data for more than one (1) year following the termination of Services, regardless of whether or not the Transition Periods extend beyond such one (1) year period.

Service Order – 250108115

Customer acknowledges, by signing below, that Customer has read and agrees to this Service Order, including without limitation the terms and conditions set forth herein. The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

City of Laredo Public Health Department

Customer

By: *Joseph W Neeb*

Name: Joseph W. Neeb

(Print)

Title: City Manager

Date: 4/3/25

MP Cloud Technologies, Inc.

Vendor

By: *T. Brian Enlow*

Name: T. Brian Enlow

(Print)

Title: CFO

Date: 4-14-2025

RECOMMENDED

By: *Richard A. Chamberlain* 4-14-25

Richard A. Chamberlain,   Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM:
Doanh T. Nguyen, City Attorney

By: _____

Amber R. Holmes   Date
Assistant City Attorney

ATTESTED

By: *Mario J. Maldonado* 4-7-25

Mario I. Maldonado, Jr.   Date
City Secretary

Service Order – 250108115

Schedule A – AdvanceClaim Subscription Service

The AdvanceClaim Subscription Service is a Cloud-based Revenue Cycle Management Platform comprising the following functions and features:

<u>AdvanceClaim Functions and Features</u>

- Revenue Cycle Management platform for Billing and claims processing

- Cloud-based Hosted SaaS Infrastructure.

- Payer and Patient Payments posting

- Payer Enrollment Support

- Agency and Fee Schedule Management

- Contractual Allowances for supported Payers

- User definable Worklist assignment to facilitate claim handling

- Auto-posting of electronic ERA's from supported Payers for automated payment posting and statement generation

- Patient Statements and optional 3rd Party service

- Bulk write-off feature

- Integration with supported ePCR and Dispatch vendors

- Import of NEMSIS data for automatic claims creation.

- Auto-Coding and mapping of NEMSIS data with procedure codes for determined level of service, mileage, and additional medical necessity items.

- Auto claim review and verification feature to validate claim completeness for specified Payer.

- Integrated Operations / Claim validation Feedback Process

- Fully Integrated Claims Clearinghouse interface for processing Electronic and Paper Claims.

- Extensive array of standard reports.

- Eligibility and payer discovery feature for patient insurance verification.

- Address verification via USPS database

- Turn-by-Turn Mileage Calculator

- 24x7 system access and support

Changes to Features and Functions. Pursuant to the terms of the Agreement, MPCT may, at its own discretion and without obligation, change, replace, expand, upgrade or improve the functions and features of the AdvanceClaim Subscription Service provided such changes do not materially reduce the functionality of the AdvanceClaim Subscription Service.