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Billing and Accounts Receivable Service Agreement

This Billing and Accounts Receivable Service Agreement ("Agreement") is made and entered into on April 13, 2023 (the effective date), by and between EMS Consulting Services, LLC, a New Jersey limited liability corporation, with its principal office located at 20 E. Taunton Road, Suite 560, Berlin, New Jersey 08009 (hereinafter referred to as "Billing Agent"); and Hopewell Township Fire District #1, a New Jersey municipal corporation, with its principal place of business at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560 (hereinafter referred to as "Squad") for the purposes of providing revenue cycle management for EMS services.

BACKGROUND

WHEREAS, the Squad is a licensed ambulance service which is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers, and others

WHEREAS, Squad desires the services of the Billing Agent to execute invoicing and accounts receivable follow-up; and

WHEREAS, the Billing Agent is a professional ambulance service billing company with expertise and experience in providing claims processing, billing and accounts receivable management services for ambulance and emergency medical service organizations and is licensed to provide such services requested by the Squad.

WHEREAS, the Billing Agent desires to provide complete billing service and accounts receivable management of accounts for the Squad according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto intend to be legally bound and hereby agree as follows:

1. APPOINTMENT

1.1 Appointment: Commencing on the date set forth in the initial paragraph of this Agreement, the Squad hereby engages the services of the Billing Agent on an exclusive basis to perform the Services set forth in this Agreement. The Billing Agent accepts this appointment and agrees to provide Services in accordance with the terms of this Agreement. This appointment is exclusive, and the Squad agrees that it will not enter

into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide the same or similar services during the term of this Agreement, unless the parties otherwise agree in a written document signed by both parties.

2. OBLIGATIONS OF THE BILLING AGENT

The Billing Agent agrees to perform the following duties (collectively referred to as the "Services" on behalf of the Squad):

2.1 Instructions: The Billing Agent will provide the Squad with instructions for the submission of Required Documentation to the Billing Agent. For purposes of this Agreement, "Required Documentation" shall consist of patient care reports (PCRs) (also referred to as "trip sheets"), physician certification statements (PCSs), patient authorization signatures, Advance Beneficiary Notices of Noncoverage (ABNs) and other documentation necessary for the Billing Agent to perform the Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations, and payer guidelines.

2.2 Review the Required Documentation: The Billing Agent will review the Required Documentation for completeness and eligibility for reimbursement and to verify compliance under applicable laws, regulations, and payer rules, based upon the Billing Agent's understanding of said laws, regulations, and payer rules applicable to the date the ambulance services were rendered. The Squad acknowledges that the Billing Agent must rely upon the accuracy and completeness of the forms, signatures, and other documentation provided to it by the Squad to allow the Billing Agent to perform the Services specified in this Agreement. The Billing Agent is not in a position to verify the accuracy or completeness of the Required Documentation provided by the Squad. By forwarding such documentation to the Billing Agent, the Squad expressly represents and warrants that all such documentation is complete and accurate, and that the Billing Agent may rely upon the completeness and accuracy of any such documentation in performing its Services hereunder. The Squad bears sole responsibility for the claim submissions made by the Billing Agent on its behalf based upon the documentation submitted to the Billing Agent by the Squad, and, notwithstanding any other term or provision of this Agreement, the Squad will defend, indemnify, and hold harmless the Billing Agent for any billing or claim submission decisions made by the Billing Agent based upon documentation submitted to the Billing Agent by the Squad if such documentation is later determined to be incomplete or inaccurate.

2.3 Production: The Billing Agent shall promptly prepare and electronically transmit or mail claims deemed complete by the Billing Agent for patients transported by the Squad to the appropriate party or payer based on the information supplied by the Squad. The production of invoices or transmission of claims shall be executed within five (5) business days of receipt from Squad of a Clean EMS Report and complete and accurate Required Documentation and information from the Squad to bill the claim. Clean EMS Reports are those reports that meet the criteria established in Exhibit 'A'. In the event that

the Billing Agent deems the Required Documentation to be incomplete or inconsistent, the Billing Agent will notify the Squad that additional information may be required to process the claim, and the Billing Agent will return any or all of the Required Documentation to the Squad that the Billing Agent determines may be incomplete or inaccurate and will not be responsible to bill said trips. The Billing Agent will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by the Squad. The Squad understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. The Billing Agent makes no representation or warranty that all claims are payable or will be paid, and the Squad agrees to abide by the Billing Agent's decisions with regard to proper coding and payer based on the information provided to the Billing Agent by the Squad.

2.4 Reasonable Efforts for Collection of Patient Balances: The Billing Agent shall make reasonable efforts for the collection of co-payments, deductibles, and other patient balances, to include the preparation of invoices and reminder statements to patients, supplemental insurers and other financially responsible parties at industry-appropriate intervals. In the event that the Squad operates a subscription program, the Squad represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and is operated in accordance with all applicable state laws, regulations, and guidelines. The Billing Agent will bill in accordance with terms of such program, provided that the Squad furnishes those terms to the Billing Agent in writing. The Squad is responsible to inform the Billing Agent of its patients who are subscribers of the Squad's subscription program. Notwithstanding any other provision of this Agreement, the Squad agrees to indemnify, defend, and hold harmless the Billing Agency in the event that the Squad's subscription program is not actuarially sound as set forth in applicable OIG guidance.

2.5 Follow-Up Phone Calls and Dunning Notices: The Billing Agent shall perform follow-up phone calls and dunning letters to insurance carriers, Guarantors of Payment and Patients as appropriate and for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, the Billing Agent will either return the accounts to the Squad or forward the accounts to a collection agency of the Squad's choosing. The Squad and/or its designate collection agency shall bear all costs and liabilities of collections activities and collection agency charges. The Billing Agent is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by the Squad or its collection agency.

2.6 Rejected or Denied Claims: Processing of denied or rejected claims shall be processed within ten (10) business days of the Billing Agent's notification of rejection or denial of such claim. This does not apply to claims rejected for not meeting medical necessity guidelines. Those claims rejected for lack of medical necessity may take additional time to re-process as a result of waiting for additional supporting documentation.

2.7 Reconciliation of Receipts: The Billing Agent shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to the

Squad, on a weekly basis.

2.8 Routine Reports: The Billing Agent shall provide to the Squad:

2.8.1 Aged Trial Balance Sorted and Sub-Totaled by major financial classification

2.8.2 Billing Receivables Report, Which Shall Include Charges, Contractual Allowances, Adjustments, Bad Debt Write Off, Payments and Balance Due. This Report Shall Be Sorted and Sub-Totaled by Major Financial Class.

2.8.3 Credit Detail Report

These reports shall be forwarded to the Squad on a monthly basis. The reports shall also be provided electronically if requested by the Squad.

2.9 Specialized Reports: From time to time, the Squad may request a specialized report; such reports may not be unreasonably withheld and provided within five (5) business days after request is made.

2.10 Costs of Production and Follow-up: The Billing Agent shall provide all postage, printing, and paper at its sole expense as necessary to carry out its obligations under this Agreement.

2.11 Patient Confidentiality and HIPAA Business Associate

Assurances: The Billing Agent agrees to appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Squad in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. GENERAL PROVISIONS

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. OBLIGATIONS OF THE BILLING AGENT

The Billing Agent agrees that it will:

- 1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. The Billing Agent may use or disclose PHI as permitted by HIPAA and as necessary to perform the Services that the Billing Agent has agreed to perform, pursuant to this Agreement, on behalf of the Squad;**
- 2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;**
- 3. Report to the Squad any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Squad without unreasonable delay but in no case later than 60 days after discovery of the breach;**
- 4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Billing Agent agree to the same restrictions, conditions, and requirements that apply to the Billing Agent with respect to such information;**
- 5. Make PHI in a designated record set available to the Squad and to an individual who has a right of access in a manner that satisfies the Squad's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;**
- 6. Make any amendment(s) to PHI in a designated record set as directed by the Squad, or take other measures necessary to satisfy the Squad's obligations under 45 CFR §164.526;**
- 7. Maintain and make available information required to provide an accounting of disclosures to the Squad or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Squad's obligations under 45 CFR §164.528;**
- 8. To the extent that the Billing Agent is to carry out any of the Squad's obligations under the HIPAA Privacy Rule, the Billing Agent shall comply with the requirements of the Privacy Rule that apply to the Squad when it carries out that obligation;**

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Billing Agent on behalf of the Squad, available to the Secretary of the Department of Health and Human Services for purposes of determining the Billing Agent and the Squad's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the Squad notifies the Billing Agent of any restriction on the use or disclosure of PHI that the Squad has agreed to or is required to abide by under 45 CFR §164.522; and

11. If the Squad is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), the Billing Agent agrees to assist the Squad in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Squad's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Squad agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Squad of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Squad of any threat of identity theft as a result of the incident.

12. At the termination of this Agreement, the Billing Agent shall return or destroy all PHI received from, or created or received by the Billing Agent on behalf of the Squad and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI. The Squad may terminate this Agreement if the Squad determines that the Billing Agent has violated a material term of the Agreement. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminate the Agreement, if feasible.

2.12 Insurance: The Billing Agent shall maintain professional and general liability insurance as well as errors and omissions insurance with coverage of no less than 1 million (\$1,000,000) dollars. Furthermore, the Billing Agent shall name the Squad as an additionally insured.

2.13 Invoicing: The Billing Agent shall invoice the Squad on or about the first of each month at the established rate.

2.14 Electronic Charting: The Billing Agent will accept claims that are produced in an electronic environment as long as they meet the requirements set forth in Exhibit A.

2.15 Telephone Access: The Billing Agent shall provide a toll-free telephone number for patients to call with any complaints, insurance information, and any other reason necessary.

2.16 Notification of Overpayments: The Billing Agent shall notify the Squad of any overpayments and/or credit balances of which the Billing Agent becomes aware that must be refunded by the Squad. The Squad bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, and other payers and insurers, and agrees to make such refunds when directed to do so by the Billing Agent. The Billing Agent may, at its option, assist the Squad in processing such refunds, but all refunds are to be made solely with the Squad's funds, and the Billing Agent has no responsibility to make such refunds unless and until the Squad transfers such funds to the Billing Agent for this purpose. The Squad acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care programs be refunded within 60 days of the identification of any such overpayments.

2.17 Deposit Information: The Billing Agent shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advices, deposit monies into the Squad account, and forward copies to the Squad on a weekly basis.

3. OBLIGATIONS OF THE SQUAD

3.1 Clean EMS Reports: The Squad shall provide Clean EMS Reports and Required Documentation to Billing Agent in accordance with the criteria established in Exhibit 'A', and it shall ensure that all such information provided is complete and accurate. The Squad understands that the Billing Agent shall review the EMS Reports and Required Documentation prior to submitting claims on the Squad's behalf. If a claim is determined not to be a Clean EMS Report or if any Required Documentation is missing or is inaccurate or incomplete, the claim shall be held up from Production and such documentation shall be returned to Squad for remediation.

3.2 Claims Availability: The Squad shall make completed claims and source documents available to Billing Agent for pick up once per week on mutually agreed upon day. Alternatively, the parties may mutually agree upon alternate methods of sharing such information with the Billing Agent, such as electronic submission.

3.3 Qualifications: The Squad shall maintain its qualifications to provide ambulance services, including any required local, state, and/or federal licenses, permits, certificates, or enrollments (collectively "Licenses"), and to remain in good standing with Medicare, Medicaid, and all other state and federal health care programs. The Squad shall ensure that all changes to provider enrollment information are promptly reported to Medicare and Medicaid within the required time frames. The Squad shall provide copies of all current Licenses, including renewals to the Billing Agent. The Squad shall be responsible to maintain a Nation Provider Identifier (NPI) number and ensure that the

information that the NPI Enumerator has on file is kept up to date. The Squad expressly represents and warrants that it will not forward accounts for processing by the Billing Agent if the account is ineligible for payment or reimbursement, or if the Squad is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify the Billing Agent of any suspension or revocation of any required license, permit, certification, or enrollment, or exclusion from any state or federal health care program, or any change in ownership or management of the Squad.

3.4 Licenses: The Squad will provide the Billing Agent with a copy of all required Licenses referenced in Paragraph 3.3, and forward updates of these documents to Billing Agent as they are renewed.

3.5 Required Documentation: The Squad will provide the Billing Agent with all Required Documentation, and ensure that the information contained in the Required Documentation is complete and accurate.

3.6 Odometer Readings: The Squad will provide the Billing Agent with odometer readings on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile, as required by Medicare guidelines.

3.7 Agreements: If the Squad is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, the Squad shall be responsible to provide the Billing Agent with a copy of such agreement. The Squad also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

3.8 Signatures: In accordance with appropriate payer guidelines, the Squad will obtain the signature of the patient or other authorized representative of the patient on each call and will forward this to the Billing Agent as part of the Required Documentation.

3.9 PCS Forms: The Squad will obtain a PCS form on all trips where required by law and will provide copies of all PCS forms to the Billing Agent as part of the Required Documentation.

3.10 Rate Schedules: The Squad will provide the Billing Agent with a copy of all Squad rate schedules, contract, or agreement which pertain to the Squad's billing or charges for services.

3.11 Notification of Changes: The Squad will notify the Billing Agent of any or all changes in billing charges for service or changes in any of the Squad's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

3.12 Report Direct Payments: The Squad will report all payments made directly to the Squad within twenty-four (24) hours of the Squad's receipt of the same.

3.13 Cooperate: The Squad will cooperate reasonably with the Billing Agent so

as to enable the Billing Agent to meet its obligations under this Agreement. In the event that the Squad's approval is required in order for the Billing Agent to be able to fulfill any obligations it may have under this Agreement, the Squad shall not unreasonably withhold, condition, or delay its approval.

3.15 Notification of Needs: The Squad will notify the Billing Agent in writing of any customized needs (reporting, scheduling, etc.) it may have. The Squad understands that the processing of customized needs may entail additional charges to the Squad by the Billing Agent.

3.16. Contact Person: The Squad will designate a contact person to be the primary person at the Squad with whom the Billing Agent communicates, and that contact person must be authorized to transact business on behalf of the Squad and must promptly respond to any questions raised by the Billing Agent, and who can execute required forms and other documents necessary to the provision of Services by the Billing Agent under this Agreement.

3.17. Training: The Squad agrees to permit the Billing Agent to provide training to Squad personnel in the event that the Billing Agent deems such training to be necessary and/or desirable.

4. COMPENSATION

4.1 Payment: The Billing Agent shall invoice the Squad on a monthly basis on or about the first 1 of each month at the rate of six-point zero percent (6.00%) of the total billing reimbursements collected and deposited into the Squad's bank account during the preceding month, herein referred to as Billing Rate. The Squad shall remit payment to the Billing Agent within 30 days of the receipt of the invoice. The Billing Agent reserves the right to add simple interest at an annual rate of 18%, compounded daily, on all account not paid within thirty days from the Squad's receipt of the invoice.

5. TERM AND TERMINATION

5.1 Term and Renewal: The term of this Agreement shall be for a period of one (1) year commencing 05/01/2023 to 4/30/2024. This Agreement may be renewed for additional periods if mutually agreed upon by the Parties pursuant to NJSA 40A:11-15. Contract will renew automatically unless written notice is provided with 30 days' notice for intent to cancel contract.

5.2 Mutual Termination: Notwithstanding anything to the contrary, the parties, by mutual agreement may terminate this Agreement at any time.

5.3 Termination for Cause/Rescue Service: Squad may terminate this Agreement in the event of any of the following:

5.3.1 Insolvency: The insolvency of Billing Agent.

5.3.2 Suspension: Suspension or Exclusion of Billing Agent from the Medicare/Medicaid Programs.

5.3.3 Material Breach: In the event of a Material Breach, Squad may terminate this agreement with thirty (30) days written notice.

5.4 Termination for Cause/Billing Agent: Billing Agent may terminate this Agreement in the event of any of the following:

5.4.1 Non-payment: Non-payment of fees due from Squad provided said non-payment continues to exist after receipt of sixty (60) days written notice of said delinquency from Billing Agent to Squad.

5.4.2 Insolvency: The insolvency of the Squad.

5.4.3 Suspension: Suspension or Exclusion of Squad in the Medicare/Medicaid Programs.

5.5 Post Termination Follow-up Period: The Parties agree that all accounts still in Billing Agent's system as of the date of termination of this agreement will be subject to the provisions of this Agreement, including payment schedule for a period of one hundred and twenty (120) days after the Effective Termination Date. Copies of all Squad's records and applicable billing information shall be made available to Squad within ten (10) days of the receipt of final payment. In the event that the Squad does not remit payment on invoices, the Billing Agent shall have no responsibility to perform any further follow-up on open accounts.

6. RECORD OWNERSHIP AND ACCESS

6.1 Documentation: The Squad understands that all documentation provided to the Billing Agent by the Squad, whether in paper and/or electronic form, is for the sole and express purpose of permitting the Billing Agent to provide Services under this Agreement. It is the Squad's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to the Billing Agent ("Squad-Provided Records"). The Billing Agent does not act as the Squad's records custodian. As a convenience to the Squad, the Billing Agent will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in the Billing Agent's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by the Billing Agent to be routine, the Billing Agent shall forward such requests to the Squad for disposition. The Squad further understands and acknowledges that any paper documents provided to the Billing Agent shall be converted to electronic format, and that the Billing Agent will not maintain paper copies of any such paper documents provided to it by the Squad. The Billing Agent reserves the right to

destroy any such paper documents upon their conversion to electronic format.

6.2 Squad-Provided Records: During the term of this Agreement, the Billing Agent shall, upon the Squad's written request, provide to the Squad, in electronic format and within fourteen (14) days of receipt of such written request, copies any Squad-Provided Records furnished to the Billing Agent by the Squad, as well as any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by the Billing Agent on the Squad's behalf. "Claim Adjudication Documents" shall consist of documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar nature or type.

6.3 Other Records: Any documents, data, records, or information compiled in the course of the Billing Agent's provision of Services under this Agreement, other than those Squad-Provided Records and Claim Adjudication Records defined in Paragraphs 6.1 and 6.2, above, shall be the sole and exclusive property of the Billing Agent and shall be considered the business and/or proprietary records of the Billing Agent. The Billing Agent shall have no obligation to furnish any such business or proprietary records of the Billing Agent to the Squad, and the Squad shall have a right of access only to the Squad-Provided Records and Claim Adjudication Documents, as defined in Paragraphs 5.1 and 5.2, above.

6.4 Third Party Requests: If the Squad or any third party requests any documents or records to which the Squad or the third party has a right of access under Paragraphs 6.1 and 6.2 of this Agreement, and such documents cannot be provided to the Squad in electronic form, the Billing Agent may the Squad the per-copy amount for medical records permitted under applicable law at the time the Squad's request.

6.5 Maintenance of Records on Termination: Should this Agreement be terminated for any reason, all documents and records to which the Squad has a right of access under Paragraphs 6.1 and 6.2 of this Agreement shall be maintained in electronic format at a site convenient to the Billing Agent for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed one hundred and twenty (120) days following the effective date of termination of this Agreement. Electronic copies of the records to which the Squad has a right of access under Paragraphs 6.1 and 6.2 will be made available to the Squad in an electronic format acceptable to the Billing Agent at the Squad's written request provided that the Squad makes such written request within thirty (30) days following the termination of the Agreement, and provided that the Squad has no outstanding invoices due to the Billing Agent at the time of the request. The Billing Agent shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Billing Agent-generated reports to the Squad.

6.6 Notification of Termination: Upon termination of this Agreement, the Squad is responsible to notify all payers, patients, and other correspondents of its new address, phone number, email address, and fax number for billing and/or payment purposes. Notwithstanding any other provision of this Agreement to the contrary, the Billing

Agent will not be responsible for mail, deliveries, faxes, messages, or other communications sent in the Squad's name to the Billing Agent after the effective termination date of this Agreement, and the Billing Agent shall have no duty to accept, maintain, copy, deliver, or forward any such communications to the Squad following termination of this Agreement.

7. ACCOUNTING AND AUDITING

7.1 Squad Accounting and Auditing Requirements: If the Squad requires the Billing Agent's assistance in the Squad's auditing or other internal audits, the Billing Agent will charge the Squad for such audit support services at its customary rates, to be established by the Billing Agent from time to time. Upon the written request of the Squad for the same, the Billing Agent shall furnish these rates to the Squad in writing prior to undertaking any work pursuant to this Paragraph.

7.2 External Audits: The Squad shall immediately notify the Billing Agent if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of the Squad, where such audit or investigation appears to have been initiated by any governmental agency, insurer, payer, contractor, Medicare Administrative Contractor, other Medicare contractor, other Medicaid contractor, or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive the termination of this Agreement for any reason.

7.3 Repayments: The Squad is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, contractor, payer, or governmental agency or contractor, including interest, civil monetary penalties, fines, and/or other such assessments.

7.4 Billing Agent Audits: The Squad understands and acknowledges that the Billing Agent, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing, and other business practices. These voluntary, internal compliance audits may reveal the existence of Squad overpayments, and the Squad agrees that all such overpayments identified by the Billing Agent in its auditing process will be refunded by the Squad.

8. DISPOSITION OF FUNDS

8.1 Funds: All funds received from third party payers, patients or other sources in any format shall be made in the name of the Squad and deposited into an account owned solely by the Squad ("Squad Operating Account") as directed by the Squad.

8.2 No Commingling: The funds of the Squad shall not be commingled with the funds of any other clients of the Billing Agent. All funds received by the Billing Agent for the Squad shall at all times be considered funds belonging solely to the Squad, and the Squad bears all responsibility for reporting, and to the extent applicable, all tax obligations

pertaining to Squad funds.

8.3 No Reassignment: The Billing Agent shall not accept a reassignment of any benefits where prohibited by law.

9. SPECIFICALLY EXCLUDED DUTIES OF THE BILLING AGENT

Notwithstanding any provisions of this Agreement to the contrary, the Billing Agent shall not be responsible to:

9.1 Collection Activities: Initiate or pursue litigation for the collection of the Squad's past due accounts.

9.2 Invoice for Non-Ambulance Services: Invoice for any non-ambulance medical transportation services or rescue services of the Squad, unless specific arrangements are made otherwise.

9.3 Appeals: Pursue appeals of denied claims, unless specific arrangements are made otherwise.

10. RELATIONSHIP OF THE PARTIES

10.1 Independent Contractor: It is understood that this Agreement shall not create a partnership or any other type of joint venture between the Parties but rather the only relationship which will exist as a result of this Agreement will be that of independent contractors with relationship to each other. All decisions with reference to the operations of the Parties shall be strictly under the control of their respective Board of Directors and Officers. All employees of each Party will remain such and under no circumstances will be considered to be employees of the other as a result of this Agreement. For purposes of the Health Insurance Accountability and Portability Act of 1996, Billing Agent shall be considered a Business Associate as required by the Act.

11. GENERAL PROVISIONS

11.1 Headings: The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

11.2 Governing Law: The validity, enforceability, and interpretation of any of the clauses of this Agreement shall be governed by the laws of the State of New Jersey.

11.3 Indemnification: Squad agrees to indemnify and hold Billing Agent harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Billing Agent that result from the acts or omissions of Squad, Squad's employees, if any, and Squad's agents. Billing Agent agrees to indemnify and hold Squad harmless from all claims, losses, expenses, fees

including attorney fees, costs, and judgments that may be asserted against Squad that result from the acts or omissions of Billing Agent, Billing Agent's employees, if any, and Billing Agent's agents. Notwithstanding any other provision of this Agreement, the Billing Agent shall not be liable for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole or in part in connection with this Agreement, and the liability of the Billing Agent shall not exceed any amounts paid to the Billing Agent by the Squad under this Agreement for any disputed billing performed by the Billing Agent on behalf of the Squad.

11.4 Entire Agreement: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

11.5 Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

11.6 Severability: If any term, condition, clause, or provision of this Agreement shall be determined to be void in law or otherwise then only that term, condition, clause, or provision shall be stricken from this Agreement and unless it is of a material nature, this Agreement shall be valid and continue in full force, effect, and operation.

11.7 Successors in Interest: This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the parties hereto.

11.8 Assignment of Account/Interest: Billing Agent will not assign any interest on this contract and shall not transfer any interest in the same without the prior written consent of the Squad.

11.9 Documents: Each of the parties agree to execute, in recordable form, if necessary, any and all documents, agreements, filings, etc., as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

11.10 Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Within 30 days of receipt of any award (which shall not be binding if an appeal is taken), any party may notify the AAA of an intention to appeal the initial arbitration decision to a panel of three (3) arbitrators, selected in accordance with the AAA rules. The appeal tribunal shall be entitled to adopt the initial award as its own, modify the initial award, or substitute its own award for the initial award. The appeal tribunal shall not modify or replace the initial

award except for manifest disregard of law or facts or because of clear and convincing factual errors. The award of the appeal tribunal shall be final and binding, and judgment may be entered by a court having jurisdiction over such judgment.

11.11 Confidentiality: The parties agree that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State and Federal laws regarding the confidentiality of such records including the Health Insurance Accountability and Portability Act.

11.12 Successor Agreement: This Agreement supersedes and succeeds all existing agreements between the Parties. All previous agreements between the Parties are hereby declared null and void.

11.13 Regulatory Changes: The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. 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 that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

11.14 Sharing of Information and Documentation and Respect of Privacy: The parties each agree to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for Service hereunder. The parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, included the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

11.15 Prevention of Performance: If a party's obligation to perform any duty under this Agreement is rendered impossible of performance due to any cause beyond the party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or

governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party take all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

11.16 Authorization of Agreement: Each party represents and warrants, each of the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individuals executing this Agreement on behalf of each party respectively has the full power and authority to do so.

12. NOTICE

12.1 Notices required to be given under this Agreement: shall be in writing and will be deemed to have been given when personally delivered to the party to whom addressed, or on the third day after deposit in any United States post office or mailbox, and such notices shall be made to the parties at the following addresses:

Squad

Hopewell Township Fire District #
201 Washington Crossing Pennington Road
Titusville, NJ 08560

Billing Agent

EMS Consulting Services
20 E. Taunton Road, Ste 560
Berlin, NJ 08009

13. COMPLIANCE

13.1 Billing Agent Compliance: The Billing Agent will conduct all its activities, and operations in compliance with all federal and state statutes, rules, and regulations applicable to billing activities.

13.2 Squad Compliance: The Squad shall conduct all its activities, operations, and documentation in compliance with all applicable state and federal laws and regulations. The Squad expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services and that all of the Squad's personnel are appropriately licensed and/or certified to furnish the services provided by the Squad. The Squad agrees to defend, indemnify and hold harmless the Billing Agent from any and all claims, damages, and losses in the event that the Squad sends accounts to the Billing Agent which are ineligible for billing and/or reimbursement for any reason.

13.3 Monitoring Compliance: Each party is responsible for monitoring and ensuring its own compliance with all state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

13.4 Representations: The parties represent that they are not the subject of any

actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.

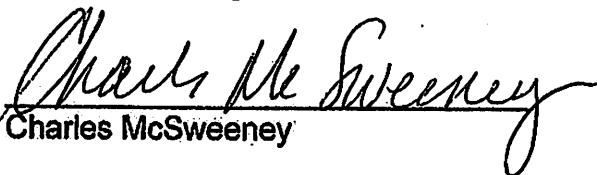
14. NON-COMPETITION AND NON-SOLICITATION

14.1 Non-Solicitation: Without prior written authorization from the Billing Agent, during the term(s) of this Agreement and for two (2) years following its expiration or termination for any reason, the Squad shall not employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by the Billing Agent. The Squad expressly agrees that in the event of a breach of this provision, the Billing Agent shall be entitled to a placement fee of 50% of the annual salary paid by the Billing Agent to such employee at the time such employee left the Billing Agent.

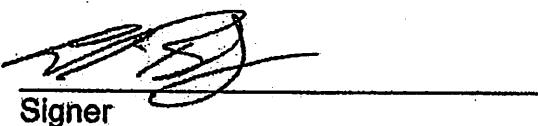
14.2 Non-Competition: Without prior written authorization from the Billing Agent, during the term(s) of this Agreement and for two years following its expiration or termination for any reason, the Squad shall not engage in the provision of billing, staffing, or management services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit the Squad from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

EMS Consulting Services, LLC


Charles McSweeney

Hopewell Township Fire District #1


Signer