

ACCOUNTS RECEIVABLE
MANAGEMENT AGREEMENT

This AMBULANCE BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT AGREEMENT made and entered into as of this 1st day of October 2013 by and between Revenue Guard, a New Jersey corporation, having its principal business address at 50 U.S. Highway 9, Morganville, New Jersey, 07751 (hereinafter referred to as "RevGuard"), and the Township of West Orange, a New Jersey corporation having its principal location at 66 Main Street, West Orange, New Jersey, 07052 (herein referred to as "Client"). RevGuard and Client will be hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, RevGuard has extensive experience with billing and accounts receivable management with a sole specialization in the ambulance industry; and

WHEREAS, it is mutually understood that RevGuard's duties and obligations shall be limited to billing and processing of the Client's accounts, and RevGuard shall not be responsible or have any liability for the validity of the ambulance services performed by Client; and

WHEREAS, RevGuard responded to a Request for Proposals ("RFP") for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department, as advertised by the Client in accordance with applicable law; and

WHEREAS, RevGuard intends to perform the services, as identified herein and in its RFP responses, in compliance with all applicable laws and regulations governing billing and collection standards.

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

RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor. It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party together with its agents, servants and employees, is at all times acting as an independent contractor, and that neither Party has any express or implied authority to assume or create any obligations or responsibilities on behalf of or in the name of the other Party. It is expressly understood and agreed by both parties that nothing contained in the Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that this relationship is and shall remain that of independent parties to a contractual relationship as set forth in the Agreement.

OBLIGATIONS OF THE CLIENT

2.1 Exclusivity. Client shall exclusively utilize the billing services of RevGuard for all ambulance billing as long as this Agreement is in effect and RevGuard is in compliance with all conditions and provisions hereof.

2.2 Prior Review. Client shall review all field paperwork for numbers, accuracy and legibility, prior to submission to RevGuard for billing. Client shall be responsible for assuring that field staff captures adequate medical necessity documentation.

2.3 Customary Fee Schedule. Client shall file with RevGuard the most current customary fee schedule utilized by the Client and shall give at least thirty (30) days advance notice of any changes thereto.

2.4 Contracted Accounts. Client shall file with RevGuard a list of all charges, billing and invoicing information pertaining to any contracted accounts of the Client and shall notify RevGuard of any changes thereto immediately.

2.5 Payments Forwarded to Client. Within 3 business days of receipt, RevGuard shall forward all receipts payable to the Client directly to the Client at the following address: Chief Financial Officer, Township of West Orange, 66 Main Street, West Orange, New Jersey, 07052.

To the extent that any receipts are deposited by RevGuard, they shall be segregated, held in trust for the sole benefit of the Client, and the proceeds thereof shall be immediately remitted in their entirety to the Client.

2.6 Processing Requirements. Client shall forward a copy of all call intake sheets, field paperwork and CMN's to RevGuard, preferably on a weekly basis, which may be provided in electronic or digital formats to the extent possible.

Client shall separate, identify or distinguish those trips that are being submitted for statistical purposes only from those that are intended to be fully processed, billed and collected. For those accounts that are being presented for full processing, the trip report shall, to the extent reasonably obtainable, contain at a minimum the following information:

2.6.1 Patient Information. Patient name, complete mailing address, telephone number, age, insurance information.

2.6.2 Trip Information. Type of Service (i.e., BLS/ALS), type of call (i.e., 9-1-1/scheduled transports), mileage of odometer readings, times, treatment rendered, diagnosis or chief complaint, medical condition observations and supplies used, if there were to be billed.

2.7 Rejections. In the event that a trip report is submitted without such information as is reasonably obtainable and required for submission to payers, the trip report will be rejected and returned to Client. Field paperwork that does not adequately document medical necessity cannot be billed to Medicare.

2.8 Back-up. Client shall maintain a copy of all trip reports forwarded to RevGuard, for the purposes of compliance with New Jersey Department of Health requirements. RevGuard shall not be held liable for any damages that are directly attributable to the Client's failure to maintain back-up information.

2.9 Liaison. Client shall designate an individual to act as liaison who will be readily available to assist RevGuard in the resolution of daily operational issues.

OBLIGATIONS AND REPRESENTATIONS OF REVGUARD

3.1 General Services. RevGuard shall provide comprehensive accounts receivable management that will include consultation services, management of accounts and records, and generation of reports.

3.2 Consultation Services. RevGuard shall periodically provide assistance and recommendations to the Client on matters pertaining to the retrieval of field information, construction of fee schedule schematics, and operational policies employed to assist Client in complying with Federal and State reimbursement laws, regulations and guidelines.

3.3 Account Management. All accounts shall be processed in accordance with the processing standards as established by RevGuard and Client by mutual agreement. Subject to such standards, RevGuard shall have the right to negotiate on behalf of the Client and shall have the right to discount accounts, enter into installment arrangements and, when deemed appropriate by evidence of hardship, completely forgive indebtedness.

3.4 Account Custody. RevGuard shall maintain custody of all accounts until the RevGuard internal process expires in accordance with the provisions of this Agreement. With the exception of litigation accounts, which shall be held for up to one (1) year, all other accounts shall normally be considered exhausted between the 90th and 180th day from the billing date.

3.5 Processing Standards. RevGuard shall manage all accounts in accordance with the following standards:

3.5.1 Audit of Trip Reports: Review all submitted trip reports for accuracy and completeness.

3.5.2 Data Entry: Enter all patient and trip information into a computerized database.

3.5.3 Billing: Perform computerized billing and, when available, electronic submission of all Medicare, Medicaid, Blue Cross, commercial, contracted and private pay accounts.

3.5.4 Telephone Follow-Up: Perform telephone follow-up on delinquent accounts to insurance companies and non-resident patients.

3.5.5 Utilization Review: Review and resubmit all rejected third party payer claims, when appropriate.

3.5.6 Appeal: Prepare, submit and pursue, in consultation with Client and unless otherwise directed by Client, any and all appropriate reviews or appeals (not including court proceedings) with respect to any rejected or denied claim, or any claim to which no response shall have been received in a timely manner.

3.6 Notwithstanding any other term or provision of this Agreement, all services of RevGuard rendered hereunder or in connection with this Agreement (i) shall be rendered and performed in compliance with all applicable legal and regulatory requirements; and (ii) shall be rendered and performed in accordance with all generally accepted standards, policies and procedures in the field of billing for ambulance services.

3.7 Records Management. All records delivered by Client to RevGuard shall be considered the sole property of the Client. RevGuard, however, shall retain the right to maintain such records, i.e. trip reports, invoices, correspondence and payment records.

3.8 Reports. RevGuard will provide Client with reports as set forth below:

- (i) Detailed Monthly Revenue;
- (ii) Monthly Credit Report;
- (iii) Monthly A/R control log;
- (iv) Monthly Report of all credit adjustments pursuant to Section 3.3;

- (v) Monthly Accounts Receivable aging summary;
- (vi) A monthly report of collection ratios;
- (vii) A daily report itemizing and reconciling all collections and deposits; and
- (viii) Such other reports as may be necessary or appropriate, and at such time, in order to perform RevGuard's services in accordance with the standards set forth herein.

3.9 Service Complaints. RevGuard shall promptly report any service complaint which it receives and, unless directed otherwise by Client, shall suspend all collection activities with respect to such account until such time Client can review the complaint and render a decision on how Client wants the account handled. In the event Client does not render a decision within thirty (30) days, the account shall be closed and returned to Client.

3.10 Indemnification. Client agrees to indemnify, defend and hold harmless RevGuard from any and all costs and expenses such as attorney's fees, judgments and amounts paid in settlement in the event of any threatened or actual action, suit or proceeding, whether civil or criminal, investigative or otherwise, which may arise out of the acts or omissions of Client.

3.11 Corporate Status. RevGuard represents (i) that it is a New Jersey business corporation, in good standing, organized and incorporated under the name Revenue Guard, LLC., and (ii) that it has the corporate power and authority, and all necessary governmental licenses or approvals, to render the services described in this Agreement.

3.12 Business Changes. RevGuard shall provide immediate written notice to Client of any change in (i) business operations, (ii) office location, (iii) management personnel, or (iv) staff or management personnel providing or supporting services to be rendered under this Agreement. RevGuard represents that any staff or management personnel providing or supporting services to be rendered under this Agreement shall (i) possess all necessary or appropriate governmental licenses or approvals, and (ii) have obtained appropriate education and training with respect thereto.

3.13 Electronic Back-Up. RevGuard shall maintain complete electronic back-up of Client transactions under this Agreement and shall maintain in place such systems as are necessary to insure against loss or destruction of Client data.

3.14 RevGuard Responses to Client. RevGuard shall promptly respond to all requests and other communications from Client with respect to services rendered hereunder and shall, in the absence of extraordinary circumstances, respond to such requests and communications within one (1) business day.

3.15 Collections Property of Clients. All payments and collections with respect to accounts referred to in this Agreement are and shall remain the property of the Client. Subject to its rights with respect to compensation as provided herein, RevGuard shall have no right or entitlement to any such payments or collections, which shall be and remain the sole property of Client.

3.16 Return of Data. Upon expiration or termination of this Agreement for any reason, RevGuard shall promptly return to Client all data. The Client will then assume all responsibility for billing with respect to matters which are or were the subject of this Agreement.

3.17 RevGuard Response to Patients, etc.; Notification Re: Billing Adjustments. RevGuard shall promptly respond to inquiries from patients or third parties, or from Client, with respect to accounts arising hereunder. RevGuard will promptly notify Client of any overpayments, disputed payments or other billing errors or adjustments which come to its attention in connection with this Agreement.

COMPENSATION

4.1 Payment. Client shall pay RevGuard in accordance with Schedule "A".

INCORPORATION OF RFP TERMS AND CONDITIONS

5.1 Applicability of RFP Terms and Conditions. The terms and conditions of Client's RFP, and of RevGuard's responses thereto, shall be and hereby are incorporated herein as if set forth at length.

5.2 EMScharts as Vendor Responsibility. As more fully set forth in the RFP, RevGuard shall be responsible for all costs related to software such as EMScharts. In the event EMScharts becomes unable to provide ePCR services, it will be RevGuard's responsibility and expense to supply another ePCR software package, to be approved by the Client, at no additional cost.

TERM AND TERMINATION

6.1 Term. This Agreement shall commence on October 1, 2013 and shall continue through September 30, 2014, unless either Party terminates this Agreement upon four (4) months prior written notice to the other Party. In the absence of notice of termination by either Party, this Agreement shall automatically renew on an annual basis for a maximum term of three (3) years.

6.2 Mutual Termination. Notwithstanding anything to the contrary, the Parties by mutual agreement may terminate this Agreement at any time.

6.3 Termination for Cause. Upon a default or breach by one (1) Party of any of the terms of this Agreement, this Agreement may be terminated by the non-defaulting Party giving written notice of such default to the defaulting Party, which notice shall specify the default or breach. If such default or breach is not cured within thirty (30) days of the date of the notice, the non-defaulting Party may then terminate this Agreement upon an additional five (5) days' written notice.

6.4 Effect of Termination. Upon termination of this Agreement for any reason whatsoever, RevGuard shall return all of Client's records and cease processing Client's accounts.

GENERAL PROVISIONS

7.1 HIPPA Confidentiality of Protected Health Information. RevGuard agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

RevGuard will not use or further disclose PHI other than as permitted or required by law or HIPPA. RevGuard and Client shall continue to fully comply with the terms of the Business Service Agreement, attached hereto as **Exhibit 1**.

7.2 Non-Competitive Use of Business Information. RevGuard agrees to keep confidential and not to disclose to others or to utilize for its business "Confidential Business Information." "Confidential Business Information" for this purpose shall be defined as information that identifies healthcare providers or other third parties with whom Client has entered into written agreements to provide ambulance services and the specific terms of such agreements.

7.3 Access to Records. The parties hereto understand that this Agreement may be subject to, and if applicable all Parties will abide by, Section 952 of the Omnibus Reconciliation Act of 1980 and any amendments thereto which pertain to the disclosure of records, books and documents relative to the cost of and charges for services furnished by a care provider.

7.4 Headings. The headings used to identify paragraphs in this Agreement have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

7.5 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.

7.6 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.

7.7 Modifications 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.

7.8 Severability. If any term, condition, clause or provision of the 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 in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

7.9 Notice. Any notice required to be given pursuant to the terms and conditions hereof, shall be in writing and sent by Certified or Registered Mail, addressed as follows:

To Revenue Guard:

Revenue Guard

540 Bordentown Ave.

South Amboy, NJ 08879

Attention: S. LOURES, COO

To CLIENT:

Name _____

Address _____

Attention: _____

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

Revenue Guard

Client

By: [Signature]

By: _____

NAME: STEVE LOURES

NAME: _____

TITLE: COO

TITLE: _____

SCHEDULE "A"

PROCESSING CHARGE. Client shall pay a percentage fee of all monies collected by RevGuard with respect to billings for services rendered on or after the date set forth in the first sentence of this Agreement. The above notwithstanding there shall be no extra charge for statistical information submitted to Client. Percentage fees are:

Percentage	Range of Collections by Vendor
5%	\$ 0 up to \$101,000
10%	\$101,001 up to \$201,000
12.5%	\$201,001 up to \$301,000
15%	\$301,001 up to \$1,000,000 plus

COLLECTION AGENCY OR LITIGATION RECOVERIES. RevGuard shall not be entitled to compensation with respect to any account referred to a collection agency or to litigation for recovery.

INVOICING AND PAYMENT. RevGuard shall invoice Client for processing charges at the end of each month and payment shall be rendered by no later than the 30th day of the following month.

