

EXHIBIT A

AMBULANCE SERVICE AGREEMENT

This Ambulance Services Agreement (this “Agreement”) is made this first day of July, 2023 (the “Effective Date”) by and between

West Orange Fire Department having an address of 415 Valley Road, West Orange, NJ 07052 (the “BLS Provider”)

and

ROBERT WOOD JOHNSON HEALTH NETWORK having an address of One Robert Wood Johnson Place, P.O. Box 2601, New Brunswick, New Jersey 08903-2601 (the “ALS Provider”).

R E C I T A L S

WHEREAS, ALS Provider is duly licensed under the laws of the State of New Jersey to operate a mobile intensive care unit (“MICU”), which provides advanced life support (“ALS”) services to the community; and

WHEREAS, BLS Provider is a duly licensed operator of an ambulance transport service, which provides basic life support (“BLS”) ambulance transport services to the community; and

WHEREAS, the applicable Medicare reimbursement rules prohibit the submission of separate bills from an ALS provider and a BLS provider under circumstances where a patient has been treated by the ALS provider but transported by the BLS provider; and

WHEREAS, the applicable Medicare reimbursement rules further require that in order for an ALS provider to bill for the services of a BLS provider under such circumstances there must be a contract in place between the ALS and BLS providers which governs the respective providers’ rights to bill for services; and

WHEREAS, pursuant to the terms of this Agreement, ALS provider desires to engage BLS provider to provide BLS ambulance services; and

WHEREAS, pursuant to the terms of this Agreement, BLS provider desires to provide BLS ambulance services to ALS Provider.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this agreement agree as follows:

1. Term and Termination. The initial term of this Agreement shall be one (1) year commencing on the Effective Date and shall automatically renew for successive one (1) year terms thereafter unless sooner terminated pursuant to the terms of this Agreement (the “Term”). Notwithstanding the foregoing, it is understood and agreed that all fees are based upon, and subject to any changes in, the Medicare Reimbursement Rates effective January 1st of each year of the Term. The Medicare Reimbursement Rates as of the Effective Date are set forth in

Exhibit A attached hereto and made a part hereof and shall be updated on an annual basis. This Agreement may be terminated by either party without cause by the giving the other party thirty (30) days' written notice. This Agreement may be terminated immediately by either party if the other party breaches any of the terms of this Agreement and such breach goes uncured for a period of fifteen (15) days following notice from the non-breaching party.

2. Obligations.

(a) Any ambulance vehicle supplied by the BLS Provider must meet the certification requirements of the Medicare regulations and otherwise comply with applicable law. Specifically, the vehicle must be designated and equipped for transportation of the sick or injured and must have customary patient care equipment such as a stretcher, clean linens, first aid supplies, oxygen equipment and other safety and lifesaving equipment as is required by State and local authorities. Any ambulance crew supplied by BLS Provider must meet the certification requirements of the Medicare regulations, and be in compliance with State regulations governing BLS ambulance personnel, including, but not limited to the requirement that the ambulance must be staffed with at least two (2) people, at least one (1) of whom must be certified as an emergency medical technician pursuant to stated law and be legally authorized to operate all lifesaving and life-sustaining equipment on board the ambulance. BLS Provider shall comply with all applicable federal, state, and local laws.

(b) BLS Provider shall ensure that all of its vehicles: (i) are cleaned and properly supplied according to their purpose and need prior to arriving at the scene; (ii) are in sound mechanical condition prior to arriving at the scene; (iii) have seatbelts to secure passengers in the rear and front of the vehicle; (iv) have two-way radio and/or mobile telephone communication capability; and (v) are operated in accordance with all applicable vehicle and traffic safety laws.

(c) In the conduct of its operations and the performance of its obligations hereunder, ALS Provider shall comply with all applicable federal, state, and local statutes and regulations. ALS Provider shall be solely responsible for the monitoring and maintenance of all equipment and vehicles used by ALS Providers to provide ALS services.

(d) BLS Provider agrees to take patients to the hospitals of their choice except when emergency circumstances require otherwise as determined by the most qualified licensed medical professional then available to make the determination.

(e) This Agreement shall be effective in a medical emergency when BLS Provider's ambulance and BLS services are used for the monitoring and/or transportation of Medicare patient(s) while under the care and supervision of ALS Provider MICU Personnel, and when both BLS Provider and ALS Provider MICU are treating/transporting a patient as part of the response of both parties to a single emergency event. Furthermore, this Agreement shall be effective when the ALS Provider performs professional assessment services.

3. Billing and Compensation.

(a) Billing for services rendered under this Agreement in cases involving eligible Medicare patients shall be performed exclusively by BLS Provider or by BLS Provider's billing agent. Except as specifically permitted herein or otherwise authorized by BLS Provider in writing, ALS Provider shall not bill Medicare for any ALS or BLS services rendered pursuant to the terms of this Agreement. ALS services will include a patient ALS assessment by an ALS provider, which cannot be performed by a BLS provider under state regulations (e.g., cardiac monitoring).

(b) If ALS Provider's personnel perform an ALS assessment on patient(s) and the BLS Provider provides ambulance transport from the scene of a medical emergency without the ALS Provider, the BLS Provider may not bill for BLS services rendered to such patients. When the ALS Provider has no patient contact or no ALS assessment is performed on a patient, the BLS Provider may bill for BLS services rendered to such patient.

(c) ALS Provider shall provide BLS Provider with documentation on a monthly basis, which shall include the following information: date, time, location of pickup, destination, name of patient, insurance type and number, mileage from scene to receiving hospital, and quantity and type of supplies used.

(d) BLS Provider shall submit the claim for payment to Medicare. Upon receipt of the reimbursement for such services, BLS Provider shall retain fifty-five percent (55%) of the payment received under the Medicare CMS Ambulance Fee Schedule rate for Advanced Life Support Level 1 (ALS1) – Emergency services and Advanced Life Support Level 2 (ALS2), plus one hundred percent (100%) of the payment received under Medicare CMS Ambulance Fee Schedule rate for all mileage. Upon receipt of the reimbursement for such services, BLS Provider shall reimburse ALS Provider forty-five percent (45%) of the payment received under the Medicare CMS Ambulance Fee Schedule rate for Advanced Life Support Level 1 (ALS1) – Emergency services and Advanced Life Support Level 2 (ALS2) and one hundred percent (100%) of the payment received under Medicare CMS Ambulance Fee Schedule rate for pronouncement services rendered. Charges will be billed at net amount with load and mileage detail. The BLS Provider shall pay ALS Provider on a monthly basis within sixty days of BLS Provider's receipt of the payment.

(e) If Medicare or their respective intermediaries/carriers deny coverage of services for which ALS Provider has been paid, BLS Provider reserves the right to recoup these moneys from ALS Provider. BLS Provider will supply ALS Provider with a copy of the appropriate bill and the denial notice within thirty (30) days of receipt of such denial notice. ALS Provider shall reimburse BLS Provider for denied services within sixty (60) days of receipt of the denial notice from BLS Provider.

(f) BLS Provider shall keep true records to enable it to accurately bill under the relevant coding system in compliance with all federal and state laws and regulations and the requirements of the Medicare/Medicaid programs and all applicable third-Party payers. BLS provider shall indemnify and hold ALS provider harmless for any liability, costs or damages incurred in connection with the billing and collection of fees for the services rendered.

4. Licensing. BLS Provider shall at all times maintain licensure as an ambulance service by the New Jersey Department of Health and Senior Services and at all times abide by all applicable state and federal rules, regulations, and standards. BLS Provider shall also operate its vehicles in a safe manner in accordance with applicable law pertaining to ambulance operations and will follow all instructions of ALS Providers and ALS personnel in matters concerning the health and safety of the transported patient(s). ALS Provider shall likewise maintain all necessary licensure and certifications required by any applicable federal, state or local law.

5. Insurance.

(a) BLS Provider. At its sole cost and expense, BLS Provider shall provide, keep, and maintain throughout the Term, professional liability insurance in the minimum amount of \$1 million per claim and \$3 million in the annual aggregate and automobile liability insurance in the minimum amount of \$1 million single combined limit. BLS Provider shall provide ALS Provider with evidence of such insurance upon execution of this Agreement and thereafter upon the written request of ALS Provider. BLS Provider may provide said insurance through a program of self-insurance. BLS Provider agrees to notify ALS Provider in writing thirty (30) days before making any changes in coverage.

(b) ALS Provider. At its sole cost and expense, ALS Provider shall provide, keep, and maintain throughout the Term, professional liability insurance in the minimum amount of \$1 million per claim and \$3 million in the annual aggregate and automobile liability insurance in the minimum amount of \$1 million single combined limit. ALS Provider shall provide BLS Provider with evidence of such insurance upon execution of this Agreement and thereafter upon the written request of BLS Provider. ALS Provider may provide said insurance through a program of self-insurance. ALS Provider agrees to notify BLS Provider in writing thirty (30) days before making any changes in coverage.

6. Non-discrimination. Neither party shall not differentiate or discriminate in the delivery of their services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, financial status or medical condition and agree to render treatment and care to all persons in the same manner.

7. Miscellaneous.

(a) Independent Contractor. The parties are acting as independent contractors and nothing contained herein shall be construed to create the relationship of employer and employee, principal and agent, partners nor joint ventures.

(b) Entire Agreement. This instrument contains the entire agreement between the parties concerning the subject matter hereof and shall supersede currently existing agreement of the parties, both written and verbal, concerning the subject matter hereof.

(c) Construction. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey, and applicable federal laws. Venue to

resolve any disputes arising between the parties shall be in a court of appropriate jurisdiction located in the State of New Jersey, County of Essex.

(d) Waiver. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of, or deprive that party of, the right thereafter to the enforcement that term or any other term of this agreement.

(e) Headings. The headings of each section or subsection in this Agreement are for convenience or reference only and shall in no manner or way affect the interpretation or meaning of such section or subsection.

(f) Severability. The provisions of this Agreement shall be deemed severable, and if any provision shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

(g) Assignment. Neither this Agreement nor any obligations there under may be assigned to any third party without the prior written consent of the other party.

(h) Jeopardy. In the event that any part of this Agreement shall be determined to be illegal or deemed to jeopardize any license or certification(including Medicare certification) or the tax exempt status of either party, then this Agreement shall be construed as if each part or portion of this Agreement were not included herein, pending negotiation for modification by the parties for a period of thirty (30) days following notice from one party to the other requesting that the Agreement be renegotiated in order to eliminate the illegal or problematic term(s). If, after said good faith negotiations for thirty (30) days, the parties have been unable to reach agreement as to how to amend the Agreement to resolve the risk of jeopardy contemplated herein, this Agreement shall thereafter terminate automatically.

(i) Confidentiality. Both Parties shall abide by all Federal and State laws regarding the confidentiality of medical records and confidential patient information.

(j) Access to Records. In the event that this Agreement constitutes a contract as defined in Section 1861(v)(I) of the Social Security Act, in effect as of the date of this Agreement or as may be amended thereafter, each Party agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, that it shall make available upon written request of the Secretary of Health and Human Services or the Controller General of the United States or any of their authorized representatives, this Agreement and any and all books, documents and records of such Party that are necessary to verify the nature and extent of the fees paid by ALS provider to BLS provider pursuant to the terms of this Agreement.

(k) Non-Sanctioned Entity. Parties represent and warrant to the other that neither is a Sanctioned Person or Entity. For purposes of this Agreement, the term "Sanctioned Person or Entity" means a person or entity who (a) has been excluded by the Office of the Inspector General of the Department of Health and Human Services from participation in Medicare, Medicaid or any state health care program (defined at 42 C.F.R. § 1001.2) pursuant to 42 C.F. R. Part 1001 or (b) has been excluded by the State of New Jersey Department of Human

Services from participation in New Jersey's Medicaid program pursuant to 42 C.F.R. Par 1002. A Party shall notify the other within ten (10) days after it receives notice that it is a Sanctioned Person or Entity. A Party shall have the right to terminate this Agreement without penalty at any time after learning that the other is a Sanctioned Person or Entity.

(l) Corporate Compliance. Each Party represents to the other that it has a Corporate Compliance Plan in place which includes policies and procedures for preventing and detecting fraud, waste, and abuse, and that the employees of each Party will comply with their respective Plans in all respects. The Parties will make their Plans available to one another upon request.

(m) No Payment for Referrals. Each of ALS Provider and BLS Provider acknowledges and agrees that the benefits inuring to it hereunder do not require, are not payment for and are not in any way contingent upon the referral, admission or any other arrangement for the provision of any item or service. The Parties further acknowledge and agree that, notwithstanding anything herein to the contrary, neither Party is required under this Agreement or any other agreement between ALS Provider and BLS Provider to refer any patient to any health care provider or purchase any item of service for which payment maybe made under Medicare, Medicaid or any other governmental health care program from any source. The parties further acknowledge and agree that this Agreement shall not be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. No payment made under this Agreement shall be in return for such referral or purchase.

(n) Notices. All notices and demands that are required by or are permitted by the terms of this Agreement shall be given in writing and shall be deemed effectively given upon receipt or rejection if personally delivered, delivery by overnight courier with return receipt, or sent by U.S. registered, express or certified mail, postage prepaid, addressed to the signatories of this Agreement at the addresses set forth in the preamble hereof. Copies of all legal notices to RWJHN shall be delivered to RWJBarnabas Health, 95 Old Short Hills Road, West Orange, New Jersey 07052, Attn: David A. Mebane, Esq., General Counsel.

(o) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart signed and sent by facsimile transmission or by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

The signature page follows this page.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

WEST ORANGE FIRE DEPARTMENT

**ROBERT WOOD JOHNSON
HEALTH NETWORK, INC.**

Name: Anthony A. Vecchio
Title: Fire Chief

Name: James F. Smith, MBA
Title: Vice President

EXHIBIT A

Rates Effective January 1, 2020

	HCPCS	2020 Medicare Reimbursement	BLS Retain Rate at 55%
ALS 1	A0427	\$509.37	\$280.15
ALS Assessment	A0427	\$509.37	\$280.15
ALS 2	A0433	\$737.25	\$405.49

***Rates automatically adjust with change in Medicare Reimbursement**

Inquiries for services not listed herein should be directed to Customer Service

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Rates Effective July 1, 2023

(Locality 01 – Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren)

	HCPCS	2023 Medicare Reimbursement	Reimbursement Rate at 50%
ALS 1	A0427	\$570.22	\$285.11
ALS Assessment	A0427	\$570.22	\$285.11
ALS 2	A0433	\$825.31	\$412.66

(Locality 99 – Rest of New Jersey)

Description	HCPCS	2023 Medicare Reimbursement	Reimbursement Rate at 50%
ALS 1	A0427	\$548.32	\$274.16
ALS Assessment	A0427	\$548.32	\$274.16
ALS 2	A0433	\$793.62	\$396.81

***Rates automatically adjust with change in Medicare Reimbursement**

Inquiries for services not listed herein should be directed to Customer Service