



**First Amended
Billing and Accounts Receivable Service Agreement**

Third Party Billing for EMS Services

This Billing and Accounts Receivable Service Agreement ("Agreement") was originally made and entered into on November 17, 2012 (the effective date) by and between DM Medical Billings, LLC in the State of New Jersey, with its principal office located at 88 S. Lakeview Drive, Gibbsboro, New Jersey 08026 hereinafter referred to as **Billing Service Provider**; and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas, with its principal office located at 303 M.L.K. Street, Georgetown, TX 78626; hereinafter referred to as **Williamson County EMS**. Billing Service Provider and Williamson County EMS will be hereinafter referred to collectively as "**Parties**."

BACKGROUND

WHEREAS, Williamson County EMS is a provider of Pre-hospital Emergency Medical Services and requires the services of the Billing Service Provider to execute invoicing and accounts receivable follow-up; and

WHEREAS, the Billing Service Provider has the experience and expertise to provide the services requested by the Williamson County EMS.

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. RELATIONSHIP OF THE PARTIES

1.1 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 and governing bodies. 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 Service Provider shall be considered a Business Associate as required by the Act.

2. OBLIGATIONS OF BILLING SERVICE PROVIDER

2.1 Production: Billing Service Provider shall provide a minimum of four (4) designated full time employees to the production of Williamson County EMS's account. Billing Service Provider shall have Certified Ambulance Coders and Emergency Medical Technicians on staff to provide professional assistance on medical interpretation, coding and compliance. Billing Service Provider will maintain billing software capable of interfacing with electronic patient care reports. Billing Service Provider will electronically transmit or mail claims for patients transported by Williamson County EMS. The production of invoices or transmission of claims shall be executed within five (5) business days of receipt from Williamson County EMS of Clean Patient Care Reports. Clean Patient Care Reports are those reports that meet the criteria established in Exhibit "A". The guideline for the submission of claims to commercial insurance companies is updated to state claims will be billed fourteen days after the claim is set to bill that insurance. The consequences of this change will be monitored and reported on. Billing Service Provider will provide Williamson County EMS with remote access to view account status and financial data in real-time.

2.2 Follow-Up Phone Calls and Dunning Notices: Billing Service Provider shall execute follow-up phone calls and dunning letters to insurance carriers, Guarantors of Payment and Patients as appropriate. Follow up phone calls and Dunning Letters shall be executed in accordance with the Billing and Accounts Receivable Process described in Exhibit "C". If efforts on an outstanding account are exhausted in accordance with the Accounts Receivable Process delineated in Exhibit "C", and the account does not currently indicate a pending payment, the account shall be forwarded to Williamson County EMS for determination. Williamson County EMS shall designate the desired disposition of the account and provide written notification to Billing Service Provider within twenty (20) business days of the request for disposition.

2.3 Final Dunning and Warning Letters: Billing Service Provider shall execute warning letters to insurance carriers, Guarantors of Payment and Patients as appropriate prior to recommending to Williamson County EMS the writing off of account from accounts receivable balance.

2.4 Rejected or Denied Claims: Processing of denied or rejected claims shall be processed within ten (10) business days of Billing Service Provider'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.

2.5 Reconciliation of Receipts: Billing Service Provider shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to Williamson County EMS, on a weekly basis.

2.6 Routine Reports: Billing Service Provider shall provide to Williamson County EMS those reports listed in Exhibit "B". These reports shall be forwarded to Williamson County EMS on a monthly basis. The reports shall also be provided electronically if requested by Williamson County EMS.

2.7 Specialized Reports: From time to time, Williamson County EMS may request a specialized report; such reports may not be unreasonably withheld and must be provided within five (5) business days after request is made. The reports shall also be provided electronically if requested by Williamson County EMS.

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

2.9 Staff Training: Billing Service Provider shall provide to Williamson County EMS onsite annual training to include field staff shifts A, B, C and Administrative Staff. In-service training sessions may include documentation, Federal, State, HIPAA and Billing Compliance practices as well as any other issues related to reimbursement. Travel and training expenses will be covered by Billing Service Provider.

2.10 Patient Confidentiality: Billing Service Provider agrees that it shall be considered as a Business Associate of Williamson County EMS as defined by the Privacy Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. Billing Service Provider agrees to abide by the Privacy Regulations and all Policies and Procedures established by Williamson County EMS to ensure compliance with the Privacy Regulations. Billing Service Provider shall notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS. Failure to notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS shall constitute a material breach of this Agreement and could result in immediate termination of this Agreement in accordance with Section 4. herein below.

2.10.1 All files and records received by the Billing Service Provider for claim processing as well as all billing records shall remain in the possession of the Billing Service Provider during the term of this Agreement and for an additional period of

five (5) years after the date of service and termination, unless otherwise agreed to in writing by and between the Parties.

2.10.2 Each party agrees 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 Red Flag Compliance and Health Insurance Portability and Accountability Act.

2.10.3 Each party agrees to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services 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, including the privacy rule established under Red Flag Compliance and the Health Insurance Portability and Accountability Act.

2.11 Insurance: Billing Service Provider shall maintain professional and general liability insurance with coverage of no less than five million (\$5,000,000) dollars. In addition, coverage shall include acts of dishonesty and forgery on the part of Billing Service Provider's employees or agents. Furthermore, Billing Service Provider shall name Williamson County EMS as certificate holder and additionally insured.

2.12 Invoicing: Billing Service Provider shall invoice Williamson County EMS on or about the fifteenth (15) of each month at the established rate.

2.13 Electronic Charting: Billing Service Provider will accept claims that are produced in an electronic environment as long as they meet the requirements set forth in Exhibit "A". Billing Service Provider must extract patient care data from an electronic patient care record provided by Williamson County EMS.

2.14 Telephone Access: Billing Service Provider shall provide a toll free telephone number for patients to call with any complaints, insurance information, and any other reason necessary. Phone lines will operate during normal business hours Monday through Friday 8am to 5pm Central Standard Time.

2.15 Billing Registration Certificate; Authorized to do Business: Billing Service Provider is registered with the State of New Jersey as a business enterprise and possesses a Business Registration Certificate in accordance with P.L. 2004 c.57. Williamson County EMS may request this documentation at any time during the term of this Agreement.

2.15.1 Furthermore, Billing Service Provider must, at all times during the term of this Agreement, be licensed and authorized to do business in the State of Texas.

2.16 Request for Medical Records: Billing Service Provider shall fully cooperate with and assist Williamson County EMS with any request or subpoena issued to Williamson County EMS for the release of Williamson County EMS billing records. Upon Williamson County EMS's receipt of a request or subpoena for the release of Williamson County EMS billing records, Williamson County EMS will forward the request or subpoena to Billing Service Provider and, immediately thereafter, Billing Service Provider, as the custodian of records of Williamson County EMS's billing records, shall fully comply and respond to such request or subpoena by providing any affidavits, documentation and responses that are necessary within the time periods set out in such request or subpoena. Furthermore, Billing Service Provider shall also provide Williamson County EMS with a copy of all affidavits, documentation and responses that are provided by Billing Service Provider to the issuer of a request or subpoena.

2.16.1 Any request or subpoena for medical and related records of a patient shall be handled by Williamson County EMS and Williamson County EMS shall be responsible for same.

2.16.2 In the event any request or subpoena is issued directly to Billing Service Provider for the release of Williamson County EMS billing records or any other type of records relating to Williamson County EMS, Billing Service Provider must immediately notify Williamson County EMS so that Williamson County EMS may monitor the Billing Service Provider's response to any such subpoena or request.

2.17 Website access: Billing Service Provider will provide patient access to website with the ability to input encrypted billing information or credit payment information as necessary to process a claim.

2.18 Billing Procedures and Rate Guidelines: Billing Service Provider hereby acknowledges receipt of Williamson County EMS's Billing Procedures and Rate Guidelines bearing an effective date of November 17, 2012 (referred to herein as the "Billing Procedures and Rate Guidelines"). The said Billing Procedures and Rate Guidelines, as amended from time to time, shall be incorporated herein by reference for all purposes and same shall be binding on the Parties. Billing Service Provider hereby agrees to comply with the terms and conditions set out in the Billing Procedures and Rate Guidelines, as may be amended from time to time.

2.18.1 The Parties understand, agree and acknowledge that the Billing Procedures and Rate Guidelines is subject to change and must be amended from time to time during the term of this Agreement due to changes in supply costs, federal billing regulations, electronic claims software and other factors that are beyond the control of the Parties and, due to such fact, the Parties hereby agree to cooperate with one another in order to amend the Billing Procedures and Rate Guidelines from time to time as needed. Prior to any future Billing Procedure and Rate amendments becoming effective, Williamson County EMS will provide such amendments, in writing, to Billing Service Provider. Within one (1) business day from Billing Service Provider's receipt of an amendment to the Billing Procedures

and Rate Guidelines, Billing Service Provider shall acknowledge such amendment by signing and returning the amendment to Williamson County EMS.

2.19 Returned Payment Procedure: In the event payment is posted to an account and the payment is later withdrawn by the banking institution, the Williamson County EMS will assume collection activity on the balance of the returned payment. If the process occurs after the commission has been paid to the Billing Service Provider for that account, Billing Service Provider shall immediately return the commission payment to the Williamson County EMS, as an adjustment, upon request by Williamson County EMS. In the event that Williamson County EMS or Billing Service Provider later collects on the patient balance, commission will be paid on the amount of cash collected. Returned Payment Procedure or changes shall be handled in accordance with terms set forth in the Billing Procedures and Rate Guidelines.

2.20 Patient Refund Procedure: Williamson County EMS does not allow the Billing Service Provider to execute any refund for services provided by the Williamson County EMS. Any account identified by either party as having been paid in excess of documented charges, payment by inappropriate payor or requiring adjustments must be sent to Williamson County EMS with backup documentation to facilitate/execute refund. Patient Refund Procedures or changes shall be handled in accordance with the terms of the Billing Procedures and Rate Guidelines.

2.21 Claims Payment Procedure: Billing Service Provider will receive checks made payable to Williamson County EMS at the address designated by Billing Service Provider and such checks shall be logged to the applicable patient account. Payments will be deposited directly to the Williamson County EMS's bank no less than weekly via Chase Quick Deposit. Williamson County EMS will be notified of deposit and remittances and they will be downloaded electronically by Billing Service Provider. Credit Card payments will be received and processed through the Williamson County EMS's current credit card vendor. Any change in vendors or processes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.21.1 The Billing Service Provider will establish direct deposit for electronic direct deposit payments by Medicare, Texas Medicaid and any other large payor that the Williamson County EMS deems necessary in order to minimize paper checks and other remittances.

2.21.2 Future Claims Payment Procedures changes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.22 Audit Requirement: Billing Service Provider agrees to obtain and provide Williamson County EMS a Level II SSAE 16 – Statement of Standards for Attestation Engagement No. 16 audit on or before November 1st of each year during the term of this Agreement.

2.23 Subcontracting: Billing Service Provider agrees to solely perform all functions and operations of this Agreement and shall not subcontract any function or operation without the prior written consent of Williamson County EMS.

3. OBLIGATIONS OF WILLIAMSON COUNTY EMS

3.1 Clean Patient Care Reports: Williamson County EMS shall provide Clean Patient Care Reports to Billing Service Provider in accordance with the criteria established in Exhibit "A". Williamson County EMS understands that Billing Service Provider shall review Patient Care Reports prior to executing Production. If a claim is determined not to be a Clean Patient Care Report, the claim shall be held up from Production and the Patient Care Report shall be returned to Williamson County EMS for remediation within five (5) business days.

3.2 Payment: Billing Service Provider shall invoice Williamson County EMS on a monthly basis on or about the fifteenth (15th) calendar day of each month at the rate of

five and three quarters percent (5.75%) of the total billing reimbursements collected less adjustments described herein that were deposited into Williamson County EMS's bank account during the preceding month (the "Billing Rate"). Williamson County EMS shall remit payment to Billing Service Provider within 30 calendar days of the receipt of invoice.

3.3 Interest and Late Payments: County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) calendar days from the date of the Williamson County EMS's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Williamson County EMS shall notify Billing Service Provider of the discrepancy. Following Williamson County EMS's notification of any discrepancy as to an invoice, Billing Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County EMS. Williamson County EMS shall pay the invoice within thirty (30) calendar days from the date of the Williamson County EMS's receipt of the corrected or revised invoice. Williamson County EMS's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) calendar day following the Williamson County EMS's receipt of the corrected or revised invoice.

3.4 Deposit Information: Billing Service Provider shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advices, deposit monies into Williamson County EMS account, and forward electronic copies to Williamson

County EMS on a weekly basis.

3.5 Claims Availability. Williamson County EMS shall make completed patient care records (claims). Source documents will be forwarded to Billing Service Provider on a weekly basis.

4. TERM AND TERMINATION

4.1 Term and Renewal: The term of this Agreement shall be for a period of three (3) years commencing November 17, 2012 and terminating on November 16, 2015. This Agreement may be renewed at the same terms for up to five (5) additional one (1) year periods if mutually agreed upon by the Parties.

4.2 Mutual Termination: Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time. Notice of termination must be presented in writing to the opposite party with notification to terminate contract agreement.

4.3 Termination for Cause/Williamson County EMS: Williamson County EMS may terminate this Agreement in the event of any of the following:

4.3.1 Insolvency: The insolvency of Billing Service Provider.

4.3.2 Suspension: Suspension or Exclusion of Billing Service Provider from the Medicare/Medicaid Programs.

4.3.3 Material Breach: In the event of a Material Breach, Williamson County EMS may terminate this Agreement with thirty (30) calendar days written notice.

4.4 Termination for Cause/Billing Service Provider: Billing Service Provider may terminate this Agreement in the event of any of the following:

4.4.1 Non-payment: Non-payment of fees due from Williamson County EMS provided said non-payment continues to exist after receipt of sixty (60) calendar days written notice of said delinquency from Billing Service Provider to Williamson County EMS.

4.4.2 Insolvency: The insolvency of the Williamson County EMS.

4.4.3 Suspension: Suspension or Exclusion of Williamson County EMS in the Medicare/Medicaid Programs.

4.4 Termination for Convenience: Williamson County EMS may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Billing Service Provider. In the event Williamson County EMS exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Billing Service Provider under this Agreement to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County EMS's termination for convenience.

4.5 Post Termination Follow-up Period: The Parties agree that all accounts still in Billing Service Provider'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) calendar days after the effective termination date. All Williamson County EMS's records and applicable billing information shall be returned to Williamson County EMS within one hundred fifty (150) calendar days from the effective termination date.

5. GENERAL PROVISIONS

5.1 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.

5.2 Venue and Governing Law: The Parties hereby agree and acknowledge that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the Parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5.3 Indemnification:

5.3.1 Indemnification of Williamson County EMS (Williamson County): Billing Service Provider shall indemnify, defend and save harmless Williamson County EMS (Williamson County), its officials, employees, agents and agents' employees (the "Indemnitees") from and against all claims, liability, and expenses, including reasonable attorneys' fees, arising from activities of Billing Service Provider, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of Billing Service Provider or any of Billing Service Provider's agents, servants or employees.

5.3.2 Furthermore, Indemnitees shall not be liable for damages to the Billing Service Provider arising from any act of any third party, including, but not being limited to theft. Billing Service Provider further agrees to INDEMNIFY, DEFEND AND SAVE HARMLESS Indemnitees from, its officials, employees, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever

caused to any person or to the property of any person occurring in relation to Billing Service Provider's performance of any services hereunder during the term of this Agreement.

5.3.3 Billing Service Provider shall timely report all claims, demands, suits, actions, proceedings, liens or judgments to Williamson County EMS (Williamson County) and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth (15th) business day of each month; provide Williamson County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Williamson County required by Billing Service Provider in the defense of each matter. Billing Service Provider's duty to defend, indemnify and hold Indemnitees harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by Williamson County EMS (Williamson County) in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

5.3.4 In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Indemnitees, Billing Service Provider shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Billing Service Provider are not at issue in the matter.

5.3.5 The provision by Billing Service Provider of insurance shall not limit the liability of Billing Service Provider under this Agreement.

5.3.6 No Indemnification by Williamson County EMS. Billing Service Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County EMS (Williamson County) cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Billing Service Provider; therefore, all references of any kind to Williamson County EMS (Williamson County) indemnifying, holding or saving harmless any other party, including but not limited to Billing Service Provider for any reason whatsoever are hereby deemed void and deleted.

5.4 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.

5.5 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 by the Parties 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.

5.6 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.

5.7 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.

5.8 Assignment of Account/Interest: Billing Service Provider shall not assign

any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Williamson County EMS.

5.9 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.

5.10 Back-up: Billing Service Provider will be responsible for providing redundancy and back-up systems to protect the financial records associated with this Agreement once they are entered or imported into the billing software to protect against the loss of records.

5.11 Electronic Patient Care Report Back-up: Billing Service Provider will not be responsible for third party vendor's software application.

5.12 Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) business days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding

5.13 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.

5.14 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.

5.15 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) calendar 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.

5.16 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 services 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 Red Flag Compliance and 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.

5.17 Continued Access and Right to Audit: Billing Service Provider further agrees that Williamson County EMS or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Billing Service Provider, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Billing Service Provider agrees that Williamson County EMS shall have access during normal business hours to all necessary Billing Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County EMS shall give Billing Service Provider reasonable advance notice of intended audits.

5.18 "Business Day": For purposes of this Agreement, a "business day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

5.19 Implied Requirements: Products and services not specifically mentioned in this Agreement, but which are necessary to provide the services described hereunder, shall be deemed to be included in this Agreement.

5.20 Non-Performance: It is the objective of Williamson County EMS to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the services that were not provided and/or performed to the Williamson County EMS's satisfaction. In the event of such non-performance, Williamson County EMS shall have the right, but shall not be obligated, to complete the services itself or by others. If the Williamson County EMS elects to perform the services itself or by others, pursuant to the foregoing, the Billing Service Provider shall reimburse Williamson County EMS, within ten (10) business days of demand, for all costs incurred by Williamson County EMS (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Billing Service Provider fails to meet pursuant to the requirements set out herein. In the event the Billing Service Provider refuses to reimburse the Williamson County EMS as set out in this provision, Williamson County EMS shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Billing Service Provider.

5.21 Proprietary Information and Texas Public Information Act: All material submitted to Williamson County EMS shall become public property and subject to the Texas Public Information Act upon receipt. If Billing Service Provider does not desire information containing proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County EMS will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as

proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

Furthermore, it is expressly understood and agreed that Williamson County EMS may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act") to any items or data furnished to Williamson County EMS in order to determine whether or not the same must be made available to the public. It is further understood that Williamson County EMS shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General, and that Williamson County EMS (Williamson County), its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County EMS by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

5.22 No Waiver of Immunities: Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County EMS (Williamson County), its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County EMS (Williamson County) does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6. NOTICE

6.1 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 calendar day after deposit in any United States post office or mailbox, and such notices shall be made to the Parties at the following addresses:

Williamson County EMS

Williamson County EMS
c/o: Beth Jones,
Compliance Officer
303 M.L.K. Street
Georgetown, TX 78626

Billing Service Provider

DM Medical Billings, LLC
88 S. Lakeview Drive
Gibbsboro, NJ 08026

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

Williamson County EMS

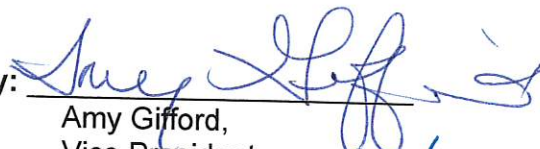
Williamson County EMS, acting
by and through Williamson County
Texas

Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, TX 78626

Billing Service Provider

DM Medical Billings, LLC
88 S. Lakeview Drive
Gibbsboro, NJ 08026

By: _____
The Honorable Dan A. Gattis,
Williamson County Judge

By: 
Amy Gifford,
Vice President

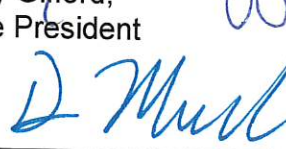
By: 
Dina Mueller,
President

Exhibit "A"

Criteria for Clean Patient Care Report

The following information shall be furnished for the dunning process to begin:

1. Dispatch run number
2. Date of Service
3. Patient information, to include as much as possible:
 - a. Full name,
 - b. Address,
 - c. Date of birth,
 - d. Social security number (if applicable), and
 - e. Phone number.
4. Patient pickup location including zip code,
5. Patient drop off location,
6. Documented odometer mileage:
 - a. At pick up location,
 - b. At hospital, and
 - c. Total loaded mileage.
7. Patient chief complaint and History of Present Illness,
8. Services rendered to patient,
9. Patient or representative of patient signature Authorizing treatment and Benefits,
10. Mobile Intensive Care Unit Number and if they administered care or not,
11. EMS staff members name, preparer's name and signature,
12. Agency vehicle recognition number,
13. Time log to include:
 - a. Dispatch
 - b. Responding
 - c. On Location
 - d. Depart Location, and
 - e. Arrive at hospital.
14. Hospital Face Sheet, when available.

Exhibit "B"

Routine Reports

Billing Service Provider will grant Williamson County EMS access to its billing services system. Such access shall include but not be limited to: master files, receivables tracking, receivables reporting, financial scoreboard and system reporting.

The following reports shall be created and supplied to the Williamson County EMS:

1. Aged Trial Balance Sorted And Sub-Totaled By Major Financial Classification (Payer) To Be Run By Cycle Date And Date Of Service (2 Reports)
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.
 - a. For Current Month
 - b. For Current Fiscal Year To Date (January 1- December 31)
3. Contractor/MICU Report
4. Credit Detail Report
5. Payor mix every six months with detail.

Additional reports can be created as requested.

Exhibit "C"

Accounts Receivables Process (Dunning)

Non-Insurance Claims:

- | | |
|------------|---|
| Day 1-3* | Key/Upload Patient Care Reports into DM Medical Billing System
Fax all hospitals for patient insurance information as needed.
Call patients at home to obtain the necessary information that is required and to obtain any current insurance information. |
| Day 4-8* | First Guarantor letter requesting insurance info . |
| Day 20-22* | Second Guarantor letter requesting insurance info. |
| Day 35-45* | Patient phone contact to obtain insurance info. |
| Day 60-75* | Patient referred back to client for potential collection agency referral or write off. |

Insurance Claims:

- | | |
|------------|--|
| Day 1-3* | Key information into DM Medical Billing System.
Fax all hospitals for patient insurance information.
Call patients for insurance information. |
| Day 14* | Insurance Company sent 1 st bill either via paper claim or electronic submission with an informational bill to the patient stating their insurance was billed for services. |
| Day 30* | Second insurance company submission. |
| Day 35* | First insurance collection call for payment. Instruction of insurance company followed. |
| Day 45-60* | Second call to insurance. |
| Day 70-75* | Follow up on with insurance company will continue until claim paid or denied. If claim denied erroneously we will appeal it for the patient. If claim is flatly denied as non-covered the bill will be dropped to a private pay insurance denial schedule. Protocol as |

stated for private pay claims will be followed.

Medicare Claims:

- | | |
|----------|--|
| Day 1-3* | Key information into DM Medical Billing Services fax all hospitals for patient insurance information. Call patients at home as necessary for insurance information. Ensure all proper information is gathered to submit clean claim to Medicare. If information is missing, billing service will try to obtain to the best of ability. |
| Day 4-6* | Electronic claim submission to Medicare. Claims are usually paid within 25 days of submission. If denied or rejected billing service will appeal, or gather any additional information needed to submit clean claim. |

*For the purposes of the above dunning schedules, days stated are calendar days. All references and processes in this exhibit are completed only on business days. A "business day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.