



EMS BILLING SERVICES AGREEMENT

This EMS Billing Services Agreement (“Agreement”) is made as of the date shown below and between the following parties:

EF Recovery LLC
PO BOX 1582
Port Orchard, WA 98366-1582
 (“EFR”)

City of Cosmopolis Fire Department
Kyle Pauley, Mayor
PO Box 2007
Cosmopolis, WA 98537 (“The “Customer”)

Effective Date: June 30, 2023

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SERVICES.** Customer retains EFR as its billing contractor to handle the billings for the costs and charges of Ambulance/Emergency Medical services performed by Customer. EFR shall bill the recipient of such services or any responsible party, including insurers, in accordance with the terms of this Agreement. A description of the services provided by EFR is set forth in the attached Exhibit “A,” which is incorporated by this reference. No change to the scope of services shall be effective unless agreed to by the parties in writing.
2. **COMPENSATION TO EFR.** Customer shall pay EFR, on a monthly basis, a fee for EFR’s services as set forth in the attached Exhibit “A.” No change to the terms of compensation shall be effective unless agreed to by the parties in writing.
3. **TERMS OF PAYMENT.** Within 10 days after the end of each month, EFR shall send a statement setting forth in reasonable detail the total amount billed and collected from all responsible parties for the prior month’s transports. An Invoice for the billing services performed will be included and is DUE UPON RECEIPT. EFR will deposit all collected EMS funds into an agreed upon bank account established and maintained by Customer. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer’s obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.
4. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the “Term”). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each, unless it is sooner terminated for cause pursuant to Section 7 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services. All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.
5. **INDEPENDENT CONTRACTOR.** EFR is and shall at all times remain an independent contractor of Customer. EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social

Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer. Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that EFR may use its proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.

6. DATA & REPORTING. Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer's prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit "A" and other reports as mutually agreed.
7. DEFAULT. If either party breaches any material term of this Agreement, the non-breaching party may terminate this Agreement upon 30 days prior written notice to the breaching party of the intent to terminate; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity. If this Agreement is terminated, Customer shall continue to make monthly payments to EFR under Section 2 for the Services performed by EFR prior to the date of termination until no further amounts are collected from responsible parties relating to such Services.
8. NOTICES. Any notice under this Agreement must be in writing and shall be given by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the address of the party set forth above, or at such other address as that party may later designate by notice in accordance with this Section and shall be effective upon delivery or on the third business day following deposit with the United States Mail. Notices shall be delivered to the following addresses:

EF Recovery LLC
PO BOX 1582
Port Orchard, WA 98366-1582

Customer:
City of Cosmopolis Fire Department
Kyle Pauley, Mayor
PO Box 2007
Cosmopolis, WA 98537

9. FORCE MAJEURE. Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.
10. COMPLIANCE WITH LAWS. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") in the performance of this Agreement. EFR agrees that it shall

use only lawful means to effect collections and will comply with all provisions of any applicable federal and state statutes in connection with its services.

11. INDEMNIFICATION. The parties to this Agreement agree to indemnify each other and hold the other harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from claims of third parties concerning the acts/omissions of Customer or EFR arising out of this Agreement.

12. MISCELLANEOUS.

12.1 Assignment of Agreement. Except to a parent, subsidiary, or affiliate which has the full ability and resources to perform this Agreement, EFR shall not sell, transfer, assign or otherwise dispose of this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the Agreement, without express prior consent by Customer. In the event of any such assignment, EFR shall provide Customer with at least 30 days prior written notice of such assignment, including detailed verification of the assignee's ability to perform under the Agreement.

12.2 Entire Agreement. This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

12.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as applied to agreements made between residents of Washington. Jurisdiction and venue shall be in Pierce County Superior Court for any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such court.

12.4 Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, that provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

12.5 Waiver. The failure of either party to enforce any provisions of this Agreement is not a waiver of the provisions or of the right of that party to subsequently enforce that, or any other, provision of this Agreement.

12.6 Attorney Fees. In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.

12.7 Binding Effect. The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT is executed as of the day and year first above written.

EFR:

CUSTOMER:

Signature

Signature

Sam Wright

Name

Name

General Manager

Title

Title

EXHIBIT A
DESCRIPTION OF THE AGENCY'S SERVICES, BILLING OPTIONS AND FEES

SERVICES

1. Provide billing and accounts receivable management services to Customer.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Private Insurance, etc.) are filed and maintained and that Customer is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by Customer, to Customer's EMS and/or paramedics personnel regarding the gathering of the necessary information and proper completion of PCR's/MIR's. If travel is required to conduct training a separate bill will be sent to Customer for travel expenses.
5. Provide a designated billing agent dedicated to Customer's account who will review all bills/claims prior to submission to responsibility party/parties and who will complete monthly reports, state reports, answer questions regarding patient/payor concerns and will facilitate communications.
6. After review by a dedicated billing agent, provide prompt submission of Medicare, Medicaid, insurance and other responsible party/parties bills after receiving a completed patient record via U.S. Mail and/or electronic format. Secondary insurance provider bills shall be submitted after the primary insurance provider has paid.
7. Provide follow-up on rejected and inactive claims.
8. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
9. EFR will make available, via EFRs web site, all financial data for reporting and retrieval.

FEES & CHARGES

1. \$21.00 per patient record billed, plus postage and mailing for each bill sent via U.S. Mail
2. 12% of net collections on takeover accounts, plus actual postage & mailing for each bill sent via U.S. Mail. Some insurances have a 90+ day window, Medicare Medicaid have a 12-month window. However, we can bill the patient directly for all costs incurred.