



This Agreement is entered into as of September 15, 2021 between Hall County, Georgia, hereinafter referred to as HCEMS, and Fire Recovery EMS, LLC, hereinafter referred to as FR EMS.

WHEREAS, HCEMS has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by HCEMS.

WHEREAS, FR EMS does hereby hold itself as being ready and able to perform a billing service program as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. FR EMS shall provide an Accounts Receivable program within FR EMS's computer billing system for the exclusive purpose of collections for HCEMS.

FR EMS will enter into said computer billing system, any and all FR EMS ambulance trips received from HCEMS. FR EMS shall abstract, from the documentation provided by HCEMS, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all FR EMS ambulance run information provided to FR EMS by HCEMS for that purpose.

FR EMS will follow established billing industry guidelines, including those established by State and Federal government programs, for FR Ambulance services. HCEMS retains responsibility for providing accurate and complete documentation of services provided. HCEMS understands that FR EMS will code/bill only from the documentation provided.

2. FR EMS shall provide electronic billing of Medicare, Medicaid, Insurance claims, including 3rd party payors, when applicable. It is the responsibility of HCEMS to inform FR EMS of any changes in HCEMS's status that would affect billing.

3. FR EMS will invoice all patients as directed by HCEMS, in accordance with State and Federal programs.

Patient invoicing will be done on a billing form specific for HCEMS.

Invoicing/collection activities will be conducted on the following standard schedule:

1st invoice	within 3 days of receipt
Insurance request	30 days after 1 st invoice
Automated phone call	20 days after insurance request
2 nd invoice	10 days after phone call
Final notice	20 days after 2 nd invoice
Collections or W/O review	30 days after final notice

Bill schedules may vary based on parameters set by department.

If the collection activities referred to in this paragraph are unsuccessful, FR EMS shall transfer any delinquent account to a collection agency or write off the account's balance as directed by HCEMS.

4. All monies received by FR EMS on behalf of HCEMS will be posted to the patients' accounts on a schedule set forth by HCEMS. All checks will be made payable to HCEMS. It is the responsibility of HCEMS to notify FR EMS of any payments and/or documents pertaining to billing received at HCEMS relating to the services heretofore described.
5. FR EMS will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:30 am to 7:30 pm Central time.

FR EMS will promptly respond to all HCEMS's service recipient concerns related to all billing practices conducted herein.
6. FR EMS will submit a monthly report detailing the transports billed from the previous month. It is the responsibility of HCEMS to verify these reports and provide FR EMS with any missing data. All reports currently within the software of FR EMS's billing system will be provided to HCEMS at no additional cost.
7. FR EMS shall recognize and comply with the right of authorized HCEMS representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. HCEMS shall have the right to audit such reports at reasonable times.

8. HCEMS agrees to pay FR EMS in accordance with the following fee schedule for the aforementioned service for a term of one (1) year so long as this Agreement has not been terminated:
 - a. FR EMS shall be paid monthly a fee of 4.95 percent of all payments collected by FR EMS each month.
 - b. Payments to FR EMS shall be based upon revenues received in the preceding month. FR EMS will provide a monthly billing statement to HCEMS calculating and showing amounts owed to FR EMS based upon the above stated formula.
 - c. Failure to pay FR EMS within 30 days of the monthly bill may constitute immediate termination of the contract and possible legal action .
9. If HCEMS determines it is in their best interest to use a collection agency, HCEMS will deal directly with the collection agency regarding their fees. FR EMS waives any right to a fee on payments collected through a collection agency.
10. It is expressly understood and agreed that FR EMS is an independent contractor who shall at all times maintain insurance in force as herein provided and FR EMS shall in all events defend and save and hold harmless HCEMS from any and all liabilities, obligations, debts, charges, or judgments arising from claims, injuries or debts, charges, or judgments arising from injuries or property damage claims attributable to the activities of FR EMS while engaged in the performance of its duties under this Agreement.
11. It is the sole determination of HCEMS as to fees for services that will be charged to its patients and/or facilities. It is recommended such fees should be based on fair market value.
12. This agreement shall be effective on the date hereof and shall remain in full force and effect December 31 of the year in which this Agreement is executed. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified in writing by the parties. Either party may terminate this agreement at any time by giving the other party ninety (90) days written notice or upon notice that HCEMS will not extend this Agreement following its expiration on December 31 of that year. Notwithstanding the aforementioned, this agreement shall be subject to immediate termination by HCEMS if FR EMS fails to maintain insurance pursuant to part 13.
13. FR EMS shall maintain General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/ hired non-owned coverage \$1,000,000; Workers Compensation \$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000

14. If this contract is terminated prior to the (1) year agreement, HCEMS, in its sole discretion, may allow FR EMS to continue collections efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. HCEMS understands that they will be responsible to pay FR EMS their commission on any collections during this time period in accordance with section 8(c).

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Fire Recovery EMS
3223 N. Wilke Road
Arlington Heights, IL 60004

OR TO:

Hall County
P.O. Drawer 1435
Gainesville, GA 30503

At termination of the Agreement it is the responsibility of FR EMS to return to HCEMS any and all records and documents submitted to FR EMS, except as required by Federal Law.

15. **NON-WAIVER.** No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
16. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
17. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

18. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the Responsible Party of HCEMS and an Authorized Agent of FR EMS have executed this agreement.

HALL COUNTY, GA

FIRE RECOVERY EMS, LLC

By: _____

By: Melinda G. Catano

Sworn to before me this _____ day of _____, 20____.

Sworn to before me this 3 day of September, 2021.

NOTARY PUBLIC
My commission expires _____.

Melinda Flood

NOTARY PUBLIC
My commission expires _____.

