

AGREEMENT FOR FIRE/EMERGENCY RESPONSE BILLING

This Agreement is entered into this _____ day of _____, 2024, by and between EmergiFire, LLC, a Texas limited liability corporation and The City of League City, a Texas Municipality (“Client”).

RECITALS

WHEREAS, Client, is engaged in public safety, fire suppression, fire response and the provision of life saving service to the public;

WHEREAS, EmergiFire is engaged in the business of providing third-party billing and accounts receivable management for municipalities or other governmental entities;

WHEREAS, Client desires to utilize EmergiFire for billing and claims management services; and

WHEREAS, EmergiFire is willing to provide such third-party billing and accounts receivable management upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages EmergiFire to exclusively perform the third-party billing and accounts receivable management described in Paragraph 2 of this Agreement and EmergiFire accepts such exclusive appointment and agrees to provide such services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Fire/Emergency Response Billing Services. EmergiFire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to EmergiFire. For purposes of this Agreement, “Required Documentation” shall consist of any fire management software acceptable to Client and direct contact information to obtain the law enforcement report and other documentation necessary for EmergiFire to perform the Fire/Emergency Response Billing Services under this Agreement. All Required Documentation must be in accordance with applicable laws and regulations.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, or regulations, based upon EmergiFire's understanding of said laws, or regulations applicable to the date the emergency response services were rendered. If any Required Documentation is missing, EmergiFire will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by EmergiFire in conformance with this Agreement for electronic or paper submission to the responsible party or payer based on the information supplied by Client. In the event that EmergiFire deems the Required Documentation to be incomplete or inconsistent, EmergiFire will notify Client that additional information may be required to process the claim. EmergiFire will decide regarding the appropriate submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements for reimbursement and that it might not be possible to obtain reimbursement in all cases. EmergiFire makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by EmergiFire's decisions regarding claim submission based on the information provided to EmergiFire by Client.

d. Promptly post payments made on Client's behalf by insurers and others.

e. Provide monthly reports to Client, which include, at a minimum, charges in the month, payments received in the month and accounts receivable.

f. Accept and clear payments on behalf of client by check, ACH, wire, electronic funds transfer or other means of payment. EmergiFire shall in its sole discretion determine which credit cards, if any, it will accept.

3. Specifically Excluded Duties of EmergiFire. Notwithstanding any provisions of this Agreement to the contrary, EmergiFire shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Provide legal advice or legal services to Client, or anyone acting on Client's behalf;

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide EmergiFire with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Involved Party's Name and Address, Driver's License number, Date of Birth, Date of Incident, Services Rendered (including response vehicles, personnel, activities of responders, etc.), Beginning and Ending Response/Incident Times and any other relevant information, *if* not already provided on Police Report or other similar report(s). Client acknowledges that EmergiFire must rely upon the accuracy and completeness of the documentation provided by Client to allow EmergiFire to perform the Fire/Emergency Response Billing Services specified in this Agreement. EmergiFire is not able to verify the accuracy or completeness of the Required Documentation provided by Client. Client bears sole

responsibility for the claim submissions made by EmergiFire on its behalf based upon the documentation submitted to EmergiFire by Client.

b. Maintain its qualifications, if required, to provide emergency response services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with any required state and federal emergency response programs. Client shall provide copies of all current Licenses, including renewals, to EmergiFire. Client will promptly notify EmergiFire of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal program or any change in ownership or management of Client.

c. Provide EmergiFire with a copy of all Client ordinances, rate schedules, contracts or agreements which pertain to Client's billing or charges for emergency response services.

d. Notify EmergiFire of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

e. Report all payments made directly to Client within ten (10) business days of Client's receipt of same.

f. Cooperate reasonably with EmergiFire to enable EmergiFire to meet its obligations under this Agreement. If Client's approval is required for EmergiFire to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

g. In writing, notify EmergiFire of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by EmergiFire.

h. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by EmergiFire, or who can execute required forms and other documents necessary to the provision of Services by EmergiFire under this Agreement.

i. Designate a law enforcement contact person who can promptly respond to any document requests by EmergiFire necessary to the provision of emergency response services by EmergiFire under this Agreement.

j. Provide electronic transfer of emergency response data to EmergiFire.

5. Record Ownership and Access.

a. Client understands that all documentation provided to EmergiFire by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting EmergiFire to provide Fire/Emergency Response Billing Services under this Agreement. It is Client's responsibility to maintain all its documents and business records, including copies of any documents or records provided to EmergiFire ("Client-Provided Records"). EmergiFire does not act as Client's records custodian.

b. During the term of this Agreement, EmergiFire shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to EmergiFire by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by EmergiFire on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing.

c. Any documents, data, records or information compiled in the course of EmergiFire's provision of Fire/Emergency Response Billing Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (b) above, shall be the sole and exclusive property of EmergiFire and shall be considered the business and/or proprietary records of EmergiFire. EmergiFire shall have no obligation to furnish any such business or proprietary records of EmergiFire to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (b), above.

d. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (b) of this Agreement, and such documents cannot be provided to Client in electronic form, EmergiFire may charge Client the per-copy amount for medical records permitted under applicable law at the time of Client's request.

e. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to EmergiFire for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed one hundred eighty (180) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to EmergiFire at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to EmergiFire at the time of the request. EmergiFire shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such EmergiFire-generated reports to Client.

f. Upon termination of this Agreement, Client is responsible to notify all parties of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, EmergiFire will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to EmergiFire ninety (90) days after the effective termination date of this Agreement, and EmergiFire shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following ninety (90) days after the termination of this Agreement.

6. Client Accounting and Auditing Requirements. If Client requires EmergiFire's assistance in Client's accounting or other internal audits, EmergiFire will charge client for said audit support services at its rates of \$250 per hour after the first 5 hours at \$0 per hour, to be calculated on an annual basis.

7. Term and Termination.

- a. This Agreement is for a term of five years.
- b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice.
- c. This Agreement may be terminated by EmergiFire immediately upon written notice to Client for any of the following reasons:
 - i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in

effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

- ii. If Client loses its license, permit or certification necessary to do business.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay EmergiFire for its Fire/Emergency Response Billing Services within thirty (30) days of the date such payment becomes due, takes any actions which are illegal.

d. Upon termination for any reason, EmergiFire shall perform follow-up on any open accounts submitted by EmergiFire on Client's behalf for a period not to exceed ninety (90) days from the date of termination. EmergiFire shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent EmergiFire from engaging in such follow-up, or if Client has any unpaid balances due to EmergiFire on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by EmergiFire on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all EmergiFire invoices are due and payable by Client within thirty (30) days of same. If Client does not remit payment on any such invoice within thirty (30) days of the invoice, EmergiFire shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify EmergiFire if there has been any audit, review or any investigation or other formal inquiry into the billing practices of Client and/or EmergiFire, or claims submitted by EmergiFire on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. EmergiFire shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee for copying,

preparation, assembly or retrieval of such documents or reports. After ninety (90) days following termination of the Agreement, EmergiFire shall have no obligation to perform any duties under this Paragraph 8(b)

c. Client is responsible for repaying any overpayments or recouments sought or imposed by any insurer, carrier or governmental agency or contractor, including interest, civil monetary penalties, fines, or other such assessments. In the event that Client or EmergiFire must make any repayment, EmergiFire will also have repay any of its fee.

9. Disposition of Funds.

a. All funds EmergiFire receives shall be made in the name of Client and deposited and cleared by EmergiFire into a bank account owned by EmergiFire. Funds are forwarded monthly to Client or deposited into a Client account as directed by Client less EmergiFire's fees.

b. If Client desires that payments be made by utilizing credit cards, then EmergiFire shall accept credit card payments on behalf of Client's in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible.

10. Compensation.

a. In exchange for the Fire/Emergency Response Billing Services described in this Agreement, Client shall pay EmergiFire a fee equivalent to eighteen percent (18.0%) of all revenues collected by EmergiFire on behalf of Client. Credit card payments accepted by EmergiFire will be charged an additional fee equal to their actual credit card expenses up to three percent (3.0).

b. If Client instructs EmergiFire to collect on an account(s) initially billed by another Contractor or by Client's own collections team, EmergiFire shall be compensated and paid for the collection efforts.

c. If applicable, EmergiFire shall submit invoices to Client on a periodic basis established by EmergiFire. Invoices are to be paid by Client within thirty (30) days of the invoice date.

d. shall not reimburse any return check fee checks for insufficient funds as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, EmergiFire shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any EmergiFire agent, servant, contractor or employee and which relate to the Fire/Emergency Response Billing Services performed by EmergiFire under this Agreement.

b. EmergiFire shall maintain errors and omissions insurance coverage in an amount not less than \$1,000,000. EmergiFire shall provide proof of such coverage to Client upon reasonable written request for same.

12. Confidentiality. Neither EmergiFire nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, or subpoena. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers or other such parties, audit requests, audit results, billing processes, client lists or other such information. This section shall not apply to instances where Client is required to provide information in accordance with state law or a subpoena.

13. Compliance.

a. Both parties agree to conduct their activities and operations in compliance with all local, state and federal statutes, rules, and regulations applicable to emergency response services billing activities. If either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

b. The parties recognize that this Agreement is always 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) 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.

14. Independent Contractor Relationship. EmergiFire and Client stand in an independent contractor relationship with one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of EmergiFire to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

15. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

16. Assignment.

17. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party.
(i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid.
(ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

EmergiFire:
EmergiFire, LLC.
PO Box 181839
Dallas, TX 75228-8839
Phone: (833) 245-5347

Client:
The City of League City
300 West Walker Street
League City, TX 77573

a. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from either, neither Client and EmergiFire shall: during the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by the other party.

18. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [Galveston, Texas]. Client expressly agrees to personal jurisdiction and venue in any such court.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGIFIRE, LLC.

The City of League City

By:

By:

Signature Date

Signature Date

Christopher Turner

John Baumgartner

Print Name

Print Name

Founder and CEO
Title

City Manager
Title

ATTEST:

Diana Stapp,
City Secretary

Approved as to Form:

Office of the City Attorney