



This Agreement is entered into as of January 1, 2021 between the Bonner Springs Fire Department, KS, hereinafter referred to as BSFD and Fire Recovery EMS, LLC, hereinafter referred to as FR EMS.

WHEREAS, BSFD 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 BSFD.

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 BSFD.

FR EMS will enter into said computer billing system, any and all FR EMS ambulance trips received from BSFD. FR EMS shall abstract, from the documentation provided by BSFD, 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 by FR EMS by the client for that purpose.

FR EMS will follow established billing industry guidelines, including those established by State and Federal government programs, for FR Ambulance services. BSFD retains responsibility for providing accurate and complete documentation of services provided. BSFD 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 BSFD to inform FR EMS of any changes in the company's status that would affect billing.

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

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

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.

Collection agency or write off if no results from above as pre-determined by BSFD.

4. All monies received by FR EMS on behalf of BSFD will be posted to the patients' accounts on a schedule set forth by BSFD. All checks will be made payable to BSFD. It is the responsibility of BSFD to notify FR EMS of any payments and/or documents pertaining to billing received at BSFD 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 BSFDs' service recipient concerns related to all billing practices conducted herein.

6. FR EMS will submit monthly reports detailing the transports billed from the previous month. It is the responsibility of BSFD 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 BSFD at no additional cost.

7. FR EMS shall recognize and comply with the right of authorized BSFD representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. BSFD shall have the right to audit such reports at reasonable times.

8. BSFD 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 a fee of 8.95% of all payments collected. program.
 - b. Payments to FR EMS shall be based upon revenues received in the preceding month. FR EMS will provide a monthly billing to BSFD calculating 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 at the cost of BSFD.
9. If BSFD determines it is in their best interest to use a collection agency, BSFD will deal directly with the collection agency regarding their fees.
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 BSFD 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 BSFD 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 for a term of one (1) year. 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. Either party may terminate this agreement at any time by giving the other party ninety (90) days written notice. Notwithstanding the aforementioned, this agreement shall be subject to immediate termination by BSFD if FR EMS fails to maintain insurance as in part 13.
13. FR EMS maintains 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, and an umbrella policy 2,000,000 per occurrence/ \$2,000,000 aggregate.
14. If this contract is terminated prior to the (1) year agreement BSFD allows 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. BSFD understands that they will be responsible to pay FR EMS their commission on their 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, IL60004

OR TO:

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

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

**BONNER SPRINGS FIRE
DEPARTMENT, KS**

FIRE RECOVERY EMS, LLC.

BY: _____

BY: _____

DATE: _____

DATE: _____