

## ADDENDUM C – FIRE/EMERGENCY RESPONSE BILLING

This Addendum C (this “**Addendum**”) is entered into by and between Emergifire, LLC, a Texas limited liability company (“**Emergifire**”) and City of New Braunfels (“**CLIENT**”), dated ( ) and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon, LLC and Client, dated October 25<sup>th</sup>, 2023 (the “**Services Agreement**”). Capitalized terms used herein will have the meaning given in the Services Agreement unless otherwise noted.

### RECITALS

WHEREAS, Emergicon, LLC is engaged in the business of providing fire response and cost recovery services as detailed below through a contractor relationship with Emergifire;

WHEREAS, Emergifire is engaged in the business of providing third-party billing and accounts receivable management specialized professional services related to motor vehicle accidents and other emergency responses for emergency service organizations;

WHEREAS, CLIENT desires to utilize Emergifire for billing and claims management services for its organization; and WHEREAS, Emergifire is willing to provide such specialized professional services upon the terms and conditions provided in this Addendum;

1. Specialized Professional Services. Emergifire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of CLIENT as a normal course of business:

- a. Promptly prepare and submit claims to the responsible party deemed complete and eligible for submission by Emergifire in conformance with this Addendum.
- b. Provide instructions for the submission of Required Documentation to Emergifire.
- c. Promptly post payments made on CLIENT’s behalf.
- d. Provide monthly reports to CLIENT, which include, at a minimum, cash received and balance summary.
- e. Will not begin litigation against a person, entity, or insurance carrier without prior written approval by the CLIENT.

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.

2. Term and Termination.

This Addendum runs in concurrence to the Services Agreement.

3. Compensation.

a. In exchange for the Specialized Professional Services described in this Addendum, CLIENT shall pay Emergifire a fee equivalent to fifteen percent (15%) of all revenues collected by Emergifire on behalf of CLIENT. Credit card payments accepted by Emergifire will be charged an additional two percent (2.0%).

b. Emergifire shall submit invoices to CLIENT either directly or in accordance with the invoicing process established in the Emergicon Service Agreement, as determined by Emergifire. CLIENT agrees to remit payment within thirty (30) days of the invoice date. Emergifire reserves the right to assess simple interest at an annual rate of eighteen percent (18%), compounded daily, on any outstanding balances not paid within thirty (30) days of the invoice date. CLIENT agrees to reimburse Emergifire for any and all sales tax liabilities that may arise as a result of this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGIFIRE, LLC.

City of New Braunfels, TX

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Christopher Turner, MHA

\_\_\_\_\_  
Print Name

Print Name

Founder & CEO

\_\_\_\_\_  
Title

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date