EMERGENCY MEDICAL SERVICES AUTHORITY

Date: September 15, 2026

To: Board of Trustees
Johna Easley, President & CEO

From: Sonia Coleman, Director of Revenue Cycle Management

Subject: Award of RFP for Bad Debt Collection Services

EMSA is seeking approval of an agreement with Harris & Harris for Bad Debt Collection Services. On June 9, 2026, EMSA issued a Request for Proposal (RFP) for bad debt collection services for accounts that have progressed beyond initial patient collection efforts and have been classified as bad debt.

EMSA received seventeen (17) qualified proposals. Based on EMS experience and pricing structure, five (5) proposals were evaluated by a selection committee.

Following evaluation of the selected proposals, Harris & Harris was determined to demonstrate the best value, collection effectiveness, compliance and operational oversight, and patient centered engagement. Harris & Harris fully met all requirements outlined in the RFP and offered the lowest cost of all the proposals.

Under the terms of the proposal, EMSA will pay Harris & Harris a contingency fee of 8.9% for bad debt collection services, and $18 per account for billable insurance identified. The estimated total value of the contract is $156,000 over three (3) years.

In accordance with EMSA Purchasing Policy A3, Section 5, Part C, all purchases exceeding $100,000 must be approved by the EMSA Board of Trustees. As such, EMSA requests Board approval to award the Bad Debt Collection Services contract to Harris and Harris.

BACKGROUND

EMSA has had an existing relationship with Revco Solutions (Previously Wakefield & Associates) since 2018. Revco currently provides both Early Out/Self Pay and Bad Debt Collections services to EMSA.

On June 9, 2026, EMSA issued two separate RFPs, one for Early Out/Self Pay and one for Bad Debt Collections.

EMSA believes it is best practice for these services to be provided by separate vendors.

BAD DEBT RFP SUBMISSION MATRIX

EMSA received seventeen (17) qualified proposals. Based on EMS experience and pricing structure, five (5) proposals were evaluated by a selection committee using a standardized 100-point scoring methodology that scored seven distinct criteria for each proposal submission.

Vendor	Pricing	Experience (25)	Performance (25)	Compliance (20)	Technology (15)	Pricing (10)	References (5)	Total
Harris & Harris	8.9%	23	19	20	15	9	5	91
Professional Credit	12%	25	15	20	15	7	5	87
Penn Credit	14.25%	25	13	20	13	5	5	81
Revco Solutions	15%	25	11	20	11	4	5	76
National Recovery Agency	13.5%	18	4	20	11	6	3	62

Add 12 vendors

BAD DEBT RFP-0002

Following a thorough review, **Harris & Harris** achieved the highest overall evaluation score (91/100) and demonstrated the strongest combination of collection effectiveness, operational capabilities, compliance oversight, and value to the organization.

EMSA requests approval to award RFP-2026-0002 for bad debt collection services to **Harris & Harris**.

The estimated value of the contract is $52,000 annually or $156,000 over the three-year contract term.

This contract is currently under legal review, and the contract is attached.

EARLY OUT RFP-0003

Thirteen (13) proposals were received from qualified vendors for RFP-2026-0003.

After careful consideration, the RFP Review Committee has determined that early out services will not be awarded to any vendor. EMSA will bring Early Out/Self Pay in-house. We believe this decision will better serve our patients and provide a better customer experience. EMSA will work with the current vendor, Revco Solutions, on a transitioning services within the next six (6) months.

MASTER SERVICES AGREEMENT

ACCOUNT COLLECTION SERVICES

This Master Services Agreement ("Agreement") is entered into effective as of _____ (the "**Effective Date**"), by and between Harris & Harris, Ltd. an Illinois corporation having a principal place of business at 111 W. Jackson Blvd., Suite 650, Chicago, IL 60604 ("Company") and Emergency Medical Services Authority, an Oklahoma public trust established pursuant to Okla. Stat. tit. 60 § 176 ("Client") (collectively, the "Parties").

RECITALS

- Client solicited bids pursuant to a Request for Proposals dated _____ ("RFP") for collection services with regard to unpaid and delinquent accounts.
- Company was determined to be the lowest and best proposal in response to the RFP.
- Client has certain unpaid and delinquent account balances (as further defined below) that may include patient self-pay accounts, which it wishes to place with Company for further collection.
- Client and Company desire to enter into this Agreement for the express purpose of providing delinquent account collection services and resolution for such accounts.
- Company agrees to furnish all services necessary and proper for the collection of the delinquent accounts, all of which shall be in accordance with the RFP, the Company's proposal submitted to Client, this Agreement, the attached Statement of Work, and Rates Sheet (collectively the "Contract Documents"); and Company agrees to strictly and completely perform and carry out each and every provision, condition, detail, term, and obligation contained in the Contract Documents that is to be performed by Company. If any of the Contract Documents are in conflict, the terms contained in the RFP shall apply, as determined by Client. The RFP and the proposal are expressly incorporated herein by reference.
- Company shall collect on these accounts in their own name in full compliance with all State and Federal laws, and all Client work standards.
- This Agreement contains the terms and conditions related to collection and other revenue cycle services (more specifically detailed in Exhibit A, "Statement of Work") from Company.

In consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INVOICING AND PAYMENT

1.1 Invoicing.

(a) **Charges.** In consideration of Company's provision of the Services, Client agrees to pay the applicable amounts as delineated in Exhibit B, "Rate Sheet" ("Charges").

(b) **Incidental and Other Expenses.** To the extent Client has agreed to reimburse Company for certain incidental or other expenses, such expenses are expressly identified as reimbursable on Exhibit B ("Rate Sheet"), and are deemed owing and payable at the same time as the Charges. Any authorized reimbursable expenses shall be limited to Company's actual and reasonable expenses and shall be invoiced without markup.

(c) **Sales and Service Tax.** Company acknowledges and agrees that Client is a tax exempt entity and not responsible for sales and service taxes.

Deleted: Subject to Section 6 (Taxes), Company shall invoice, and Client shall pay, any sales, use, service, and similar taxes levied and payable under the general statutes or other administrative directives of a taxing authority having proper jurisdiction for the Services delivered by Company

(d) **Net Invoicing.** Unless otherwise agreed to by the Parties in Exhibit B ("Rate Sheet"), all invoicing shall be made to Client on a net, not gross, basis, meaning that any commissions earned shall be automatically deducted from applicable recoveries payable to Client.

(e) **Currency.** All invoice amounts shall be in US dollars.

1.2 Payment Due. Invoiced Charges shall be due and payable forty-five (45) days after receipt of invoice by Client. Thereafter, outstanding and unpaid invoices shall accrue interest at a rate of 1.0% per month for unpaid invoices between 46 and 90 days after receipt by Client, and shall accrue interest at a rate of 1.5% per month for unpaid invoices more than 90 days after receipt by Client.

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1.3 Return Locate Fee. In the event that Company is in the possession of funds of the Client, through remitted payments that have been returned for a bad address, un-cashed checks, or for any other reason, Company will make it and all best efforts to locate the Client and return the outstanding funds. A Return Locate Fee of $100.00 may be assessed to recover the skip tracing costs to locate the Client and remit the funds.

2. INSURANCE

Company shall keep in full force and effect and maintain at its sole cost and expense the policies of insurance as follows:

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 in aggregate
Umbrella/Excess Liability	$10,000,000
Professional Liability/E&O	$5,000,000 in aggregate
Excess Professional Liability	$5,000,000 in aggregate
Cyber Liability	$5,000,000 in aggregate
Excess Cyber Liability	$5,000,000 in aggregate

3. TERM

3.1 Term of Master Agreement. The term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date ("**Term**"), unless terminated earlier in accordance with Section 4 (Termination). On expiration of the Term, this Agreement automatically renews for additional one (1) year terms unless and until either party provides written notice of nonrenewal at least ninety (90) days before the end of the then-current term, or unless and until earlier terminated as provided under this Agreement or applicable law.

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4. TERMINATION

4.1 Change in Law. The Parties agree that the entire Agreement is intended to comply with all applicable Laws. Notwithstanding any other provision in the Agreement, if a Party believes in good faith that due to a newly enacted or promulgated law, regulation, rule, or standard, an official interpretation thereof or change of interpretation, or a written allegation by a governmental or accreditation entity or agency, this Agreement poses a material risk of sanction or material adverse change to such Party (including, without limitation, jeopardy to such Party's licensure, certification, accreditation, tax-exempt status, tax-exempt bonds, or participation in or payment under any governmental health care program), then such Party shall give written notice to its counterparty of such enacted or revised law, rule, ordinance, code or regulation regarding such belief and a proposal to amend this Agreement, as necessary. The applicable Parties shall then make a good faith effort to amend this Agreement, as necessary, to comply with such Laws or other authority. In the event that the involved Parties cannot agree in good faith to an amendment of this Agreement, as necessary, within a period of at least thirty (30) days, then either applicable Party shall have the right to terminate this Agreement as of a date specified in a written notice to its counterparty, such date not to be less than thirty (30) days subsequent to the date of the notice.

4.2 Bankruptcy. If a Party: (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency, or the appointment of a receiver or similar officer for it; (iii) passes a resolution for its voluntary liquidation; (iv) has a receiver or manager appointed over all or substantially all of its assets; (v) makes an assignment for the benefit of all or substantially all of its creditors; (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations; (vii) fails or becomes incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults; or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated, then its counterparty may terminate this Agreement for breach pursuant to the provisions of Section 4.4.

4.3 Force Majeure. In addition to the provisions of Section 11.6 (Force Majeure), if Company is unable to resume the provision of the Services within ninety (90) days of a Force Majeure Event, Client may terminate this Agreement as of a date specified in a written notice to Company, such date not to be less than thirty (30) days subsequent to the date of the notice.

4.4 Breach. In addition to the termination rights in the foregoing paragraphs of this Section 4, either Party may terminate this Agreement as of a date specified in a written notice to the other, such date not to be less than thirty (30) days subsequent to the date of the notice, if the other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach.

4.5 Failure to Pay. If Client fails to pay undisputed invoice amounts within ninety (90) days of the date due, Company may terminate this Agreement as of a date specified in a written notice to Client, such date not to be less than thirty (30) days subsequent to the date of the notice. Such termination shall not relieve Client of its obligation to pay any outstanding invoice amounts. The right to terminate under this Section 4.5 shall be rescinded if Client makes full payment of the overdue amounts prior to the termination date specified in the notice.

4.6 Termination Effects. No termination charges shall apply for any terminations initiated under this Section 4. Each Party agrees that it shall, unless otherwise directed by its counterparty, continue to perform their obligations under this Agreement up until its termination or expiration.

4.7 Accounting of Payments After Termination. Within forty-five (45) days after termination of this Agreement by any party, for any reason, or for no reason at all, both parties shall deliver to each

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other a complete accounting of all payments received directly by the Client on all accounts placed for collection with Company during the term of this Agreement.

4.8 Right to Receive Compensation on Certain Accounts After Termination. The parties hereto expressly agree that the Company shall be entitled to continue receiving compensation after termination of this Agreement by any party, for any reason, or for no reason at all, for payments received by either Company or the Client on the following types of accounts: accounts on which Company has received a payment within six (6) months prior to the termination date of this Agreement, provided that Company shall no longer receive compensation for payments received on such an account if one (1) year elapses without either party receiving a payment on such an account; accounts that Company has placed on hold pending the receipt of any information from the Client; accounts that Client has placed with Company in the nine months preceding termination; accounts that Company has placed on hold pending a re-bill of an insurance company or the outcome of an insurance appeal; accounts that Company has placed on hold pending the outcome of a patient's personal injury litigation; accounts covered by bankruptcy protection that Company has placed on hold and where Company has filed a proof of claim; and, accounts that Company has reduced to a legal judgment.

5. PERSONNEL

5.1 Independent Contractors. The status of Company and its Personnel to Client shall be that of independent contractor, and no Company Personnel shall, at any time or for any purpose, be deemed employees or agents of Client. Nothing in the Entire Agreement shall operate or be construed as making the Parties joint venturers, principals, joint employers, agents, or employees of or with the other.

5.2 Responsibility for Personnel. Company shall provide all qualified Personnel necessary to fulfill its obligations under the Agreement. Company shall be fully and solely responsible for the compensation and performance of all of its Personnel hereunder and the filing of any and all returns and reports and the withholding and payment of all applicable federal, state and local wage tax, or employment-related, taxes.

6. TAXES

6.1 Each Party shall be responsible for all foreign, federal, state, and local taxes including income, sales, use, property, or other taxes.

7. PROTECTION AND OWNERSHIP OF INFORMATION

7.1 Confidential Information.

(a) **Acknowledgment**. The Parties acknowledge that each possess and shall continue to possess non-public information that has been developed or received by it and has commercial value in its business.

(b) **Obligations**. The Parties have executed a separate Business Associate Agreement ("BAA") to address the use of and protections against disclosure of protected health information ("PHI"), which is attached to and incorporated herein as Exhibit C, and of which terms are incorporated herein.

7.2 Additionally, Client agrees that it shall not disclose, and shall maintain the confidentiality of, all Confidential Information received from Company. Client shall not, and shall cause its Personnel and subcontractors not, to disclose to any person or entity any Confidential Information including trade secrets received from Company for any reason whatsoever, other than for the performance of this Agreement and

then only: (i) to its affiliates; (ii) to its Personnel or subcontractor only if all such persons are bound by a written confidentiality agreement with terms no less restrictive than the confidentiality provisions of this Section; or (iii) as required by applicable Law or as otherwise expressly permitted by the Agreement. Company's Confidential Information shall remain the property of Company except as expressly provided otherwise in the Entire Agreement. Client shall not: (a) make any use or copies of the Confidential Information of the Disclosing Party except as contemplated by this Agreement; (b) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party; or (c) sell, assign, transfer, or lease to third parties, or otherwise dispose of Confidential Information or commercially exploit such information. Upon the earlier of the Termination Date or the completion of each Party's obligations under the Agreement, Client shall return or destroy, as Company may direct, all documentation in any medium that contains Company Confidential Information, and retain no copies thereof.

7.3 Personal Data

(a) **Privacy Laws**. The Parties acknowledge that Personal Data is subject to Privacy Laws. In addition to its other obligations under the Agreement, the Parties shall comply with all applicable Laws (including Privacy Laws) with respect to the Customer Data. The Parties agree to not use terms of use or privacy statements that are not consistent with the Agreement or enter into separate agreements that offer less protection with respect to Personal Data than do the terms and conditions of the Agreement.

7.4 Intellectual Property and Proprietary Rights. Other than any express agreement by the Parties in writing, nothing in this Agreement shall give any Party any Intellectual Property Rights in the Intellectual Property belonging to the other Party. Each Party shall retain all ownership rights, title, and interest in and to its own products and services and all Intellectual Property Rights contained therein. Each Party explicitly agrees to reasonably cooperate with the other in pursuing such protection.

8. INDEMNIFICATION AND INJUNCTIVE RELIEF

8.1 Indemnity. Company agrees to indemnify, defend, and hold harmless Client and its respective Personnel, successors, and assigns from any and all Losses and threatened Losses due to third party claims arising from or in connection with any of the following:

(a) **Representations, Warranties, and Covenants**. A Party's breach of any of the representations, warranties, and covenants set forth in the Agreement.

(b) **Failure to Provide Services.** A Party's failure to provide or meet its obligations under this Agreement in any material way.

(c) **Confidential Information.** A Party's breach of its obligations with respect to Personal Data or Confidential Information.

(d) **Infringement.** Infringement or misappropriation—whether actual or alleged—of Intellectual Property Rights.

(e) **Compliance with Laws.** Losses, including governmental fines, penalties, sanctions, interest, judgments, civil claims, or other remedies resulting from a Party's failure to perform its responsibilities under the Agreement in compliance with applicable Laws.

(f) **Taxes.** Taxes, together with interest and penalties, that are the responsibility of the indemnifying Party.

Commented [KEK2]: As an Oklahoma governmental entity, EMSA is exempt from indemnification and does not agree to it in contracts.

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(g) **Affiliate, Subcontractor, or Assignee Claims.** Any claim based on negligence or breach of the Agreement by an affiliate or Subcontractor asserting rights under or as a result of the Agreement, or any entity to which the indemnifying Party assigned, transferred, pledged, hypothecated, or otherwise encumbered its rights under the Agreement.

8.2 Indemnification. Company shall indemnify, defend, and hold Client harmless for any Claim arising out of the actions or omissions of Company or its employees, agents, or representatives in providing Services for the collection of any Account in breach of this Agreement or applicable law; provided however, that Company will not be obligated to indemnify Client so long as Company's actions were in compliance with Client's Policies and Procedures or applicable law. Should Client seek indemnification under this Agreement from Company, it shall notify Company. Upon notification of indemnification, Company shall have the sole decision-making authority to litigate or settle a claim against Client.

8.3 Injunctive Relief and Specific Performance. The Parties agree that each may be irreparably injured in the event a Party breaches (or attempts or threatens to breach) its obligations: (i) to provide the Services; (ii) respecting continued performance; (iii) to provide access to Customer Data; and (iv) of non-disclosure with respect to Confidential Information; and in addition to any other remedies available at law or in equity, a Party may seek an injunction to prevent or stop such disclosure, performance of obligations, and/or to continue the performance or delivery of the Services.

8.4 Reimbursement to Bankruptcy Trustee. In the event that an account which is making payments with Company files for bankruptcy, and a bankruptcy trustee makes a ninety (90) day demand for reimbursement of preferential payments from Company, the Client hereby agrees to reimburse Company for any amounts paid to Client less amounts retained by Company that Company is required by law to pay back to the bankruptcy trustee.

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Deleted: Client shall indemnify, defend, and hold Company harmless from any third party Claim arising out of incorrect information regarding the Accounts provided by Client to Company and to the extent that the Claim arises from Company's reasonable reliance on the incorrect information.

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9. OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1 Authority. Each Party represents, warrants, and covenants to the other that: (i) it has the requisite power and authority to execute, deliver, and perform its obligations under the Agreement; (ii) it has obtained and shall maintain all licenses, authorizations, approvals, consents, or permits required to perform its obligations under the Agreement under all applicable Laws of all authorities having jurisdiction over the Services, except to the extent the failure to obtain any such license, authorizations, approvals, consents, or permits is, in the aggregate, immaterial; and (iii) the execution, delivery, and performance of the Agreement shall not constitute a violation of any judgment, order, or decree, a material default under any material contract by which it or any of its material assets are bound, or an event that would, with notice or lapse of time, or both, constitute such a default.

9.2 General Legal Representation. Each Party represents and warrants that it will perform all of its obligations under the Agreement in compliance at all times with all Laws that are applicable.

9.3 Implied and Statutory Warranties. All of the warranties referenced or set forth in the Agreement shall be in addition to all other warranties which may be prescribed by law and all other remedies available at law or in equity.

10. LIMITATIONS OF LIABILITY AND DAMAGES

10.1 Limitation of Damages. With the exception of Section 10.3 (Exceptions to the Limitation of Liability), under no circumstances will a Party be liable for any consequential, indirect, special, punitive, or incidental damages, including claims for such damages for lost profits, goodwill, or use of money,

whether arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability for tort or otherwise.

10.2 Limitation of Liability. With the exception of Section 10.3 (Exceptions to the Limitation of Liability), the maximum aggregate liability of Company shall be the limits of insurance coverage in Section 2 (Insurance).

10.3 Exceptions to the Limitation of Liability. A Party's liability (including indirect damages) shall not be capped for: (i) claims arising from a Party's gross negligence or willful misconduct; or (ii) a Party's breach of the warranties set forth in Section 9 (Other Representations, Warranties, and Covenants).

11. MISCELLANEOUS

11.1 Notices. All notices required or contemplated by this Agreement shall be in writing. Any notice to be given or served hereunder, by a Party shall be deemed given and received hereunder when delivered personally or five (5) days after being mailed certified mail, postage prepaid, and addressed as follows, or to such other address as each Party may designate in writing:

Notices to Client shall be delivered or mailed to:

Emergency Medical Services Authority (EMSA)
1417 N. Lansing Ave.
Tulsa, Oklahoma 74106
Attn: Johna Easley, President & CEO
easleyj@emsa.net

Notices to Company shall be delivered or mailed to:

Harris & Harris, Ltd.
111 W. Jackson Blvd., Suite 650
Chicago, IL 60604
Attn: David Peters, CEO
DPeters@harriscollect.com

11.2 Entire Agreement. This Agreement, and any exhibits thereto, constitutes the entire agreement between the Parties and supersedes all agreements, whether oral or written, with respect to the subject matter hereof, and no Party shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may not be amended, altered, or modified except by a writing signed by the Party against whom enforcement of the change, modification, waiver, or discharge is sought.

11.3 Severability. If any provision of the Agreement is determined to be unenforceable, the remainder of such provision and the rest of the Agreement shall continue in full force, to the extent they are enforceable, and any such unenforceable provision shall be deemed revised in order to provide the Party adversely affected by such determination with the benefit of its expectation, evidenced by the provisions affected by such a declaration, to the maximum extent legally permitted.

11.4 Assignment. Except in the event of a merger, consolidation, acquisition, internal restructuring, or reorganization of a Party, the Parties may not assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without its counterparty's prior written

consent, and any attempt to so assign, subcontract, delegate, or transfer without such consent shall be null and void.

11.5 Counterparts. This Agreement may be executed in counterparts, which together constitute one and the same agreement.

11.6 Force Majeure. No Party shall be liable to the other for delay in performance under the Agreement if said delay results, directly or indirectly, from government action or inaction or a natural disaster not envisioned in the provision of the Services which are beyond such Party's reasonable control ("Force Majeure Event"). The Parties agree to exert diligent efforts to achieve uninterrupted provisioning of the Services despite the occurrence of a Force Majeure Event. If any Party is affected by an interruption or delay arising from a Force Majeure Event, it will: (i) promptly provide notice to its counterparty, explaining the full particulars and the expected duration of such delay; and (ii) use diligent efforts to resume performance of its obligations hereunder.

11.7 Section Headings. Headings of articles and sections in this Agreement are for the convenience of the Parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement

11.8 Breach and Waiver. No waiver of any breach of this Agreement shall: (i) be effective unless it is in a writing that is executed by the Party charged with the waiver, or (ii) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of the Agreement shall constitute a waiver thereof.

11.9 Survival of Terms. Any provision of the Agreement that contemplates performance or observance subsequent to the Termination Date shall continue in full force and effect. Additionally, all provisions of the Agreement will survive after the Termination Date to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

11.10 Binding Agreement. Subject to the provisions related to survival of terms above, the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns.

11.11 Cumulative Remedies. All rights, privileges, and remedies afforded the Parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or equity.

11.12 Ambiguous Terms. Any ambiguities in the Agreement will not be construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting. The Agreement will not be construed against any Party by reason of its preparation.

11.13 Covenant of Cooperation and Good Faith. Each Party agrees that, in its respective dealings with its counterparty under or in connection with the Agreement, it shall act in good faith.

11.14 Choice of Law and Jurisdiction. The Contract Documents, including this Agreement, and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws principles. Any legal action or proceeding with respect to the Contract Documents, including this Agreement, shall be brought exclusively in the state or federal courts located in Tulsa County, Oklahoma. By execution and delivery of this Agreement, the parties

irrevocably accept the exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the jurisdiction or venue of any such litigation brought in any such court and any claim that any such litigation or proceeding has been brought in an inconvenient forum. The parties acknowledge and agree that the acceptance of the exclusive jurisdiction of such courts is a material consideration for entering into and performing this Agreement.

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IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

EMERGENCY MEDICAL SERVICES AUTHORITY (EMSA)	**HARRIS & HARRIS, LTD.**
By:	By:
Name: Johna Easley	Name: David Peters
Title: **President & CEO**	Title: Chief Executive Officer
Date:	Date:

Exhibit A

STATEMENT OF WORK (SOW)

DELINQUENT ACCOUNT COLLECTION SERVICES

Company owns and operates a collection service that specializes in, among other things, providing collection and other revenue cycle services to the health care industry. Client is a healthcare service provider that requires such Services and desires to obtain Services from Company to assist in the service and collection of delinquent accounts receivable ("Accounts").

1. SERVICES TO BE PERFORMED

1.1 Project Scope. Company will provide delinquent accounts collection services for self-pay, post-insurance self-pay accounts. Customary and standard collection services performed under this Agreement shall include collection or payment activities that relate to the individual to whom healthcare services were provided, the responsible party on the account receivable, or, as applicable, any legally responsible third party payer.

1.2 Programming.

a. Company will provide customized programming necessary for client onboarding, up to a total of 50 programming hours. Client agrees to pay for any programming needed above this amount at a rate of $150/hour.

b. Client is responsible to maintain their placement file format to the format agreed upon during onboarding. If after onboarding is complete, Client requires Company to update their programming to accommodate changes to Client's placement, Client will be billed $150 per hour for programming work. This will be billed via the invoicing terms of this Agreement.

2. CREDIT REPORTING

[This section intentionally left blank]

3. COMPANY—ADDITIONAL OBLIGATIONS

Company will perform the Services in accordance with industry standards, which include, but are not limited to the specific obligations set forth in this section.

3.1 Adherence to Federal and State Laws. Company will use reasonable judgment and due diligence to follow industry standards and adhere to any all state and federal laws while providing the Services, including the FDCPA, the FCRA, HIPAA, HiTECH, and the TCPA ("Applicable Laws").

3.2 PCI-DSS. Company shall assess and manage the risks associated with third-party service providers that handle or access cardholder data, ensuring they comply with PCI-DSS requirements. Written agreements with these third parties must include provisions for PCI-DSS compliance and data security, and Company shall maintain documentation of all risk assessments and compliance reviews.

3.3 Remittance Statement. Company will provide a monthly statement to Client detailing any payment received on any Account during the prior month, including, but not limited to, Direct Payments made to Client, insurance payments caused or effected to be made by Company, and payments received from consumers on the Accounts, along with an accounting of the Fees paid or due to Company for the same time period ("Remittance Statement").

3.4 Limitations. Company will not do any of the following without prior consent from Client: (i) make any settlement offer not authorized by Client; or (ii) make "paid in full" settlements with any Consumer for any amount less than the total remaining unpaid balance of an Account.

3.5 Ceasing Collections. Company will cease Services on any specific Account either immediately upon receipt of notification from Client or upon any date specified in such notice. Notice may be provided in any form agreed to in writing between the Parties.

3.6 Records. Company will keep adequate records summarizing Services and payment activities for each Account for a period of at least four (4) years from the date the Account is placed. Notwithstanding any other legal requirement to the contrary, Company is not obligated under this Agreement to maintain any records beyond four (4) years unless otherwise specified in this Agreement.

3.7 Ownership of Account. The Services provided by Company are provided in Company's status as an independent contractor, and at no time does Company hold any ownership rights in the Accounts.

3.8 Identity Theft. Company agrees to implement procedures designed to identify and limit identity theft, as designed by the Fair Credit Reporting Act red flag regulations ("Identity Theft Prevention Program") and any provisions utilized by Client, provided that Client has supplied the requirements in writing to Company and Company has agreed in writing to adhere to such program.

4. CLIENT—ADDITIONAL OBLIGATIONS

Client agrees to perform the obligations set forth in this Agreement, which include, but are not limited to, the specific obligations set forth in this section.

4.1 Notification requirements. Client must notify Company in writing within two (2) business days of its actual or reasonably conceived or constructive knowledge of any of the following events: (i) any Consumer with an Account files for bankruptcy protection, is represented by an attorney, communicates that the Consumer refuses to pay the Account, has an account that is part of a workers' compensation or other third party liability case, learns of a patient that has deceased, or has submitted a dispute regarding any Account to Client (collectively referred to as "Consumer Actions") during the time in which Company is providing Services for the Account; (ii) Client receives any direct or indirect payment on an Account during the time in which Company is providing Services to the Account, including but not limited to insurance payments and adjustments; and (iii) whether any fees or costs have been added to the balance of any Account, including but not limited to added collection fees, other than the principal balance.

4.2 Client Representations. Client represents and agrees that: (i) each Account is due and owing at the time that Company is to begin Services on the Account; (ii) the Accounts are delinquent and in "default" at the time of placement with Company, which shall mean default as defined by the Fair Debt Collection Practices Act (FDCPA) or under the written agreement between Client and the patient, and; (iii) there have been no Consumer Actions pertaining to any Account that was received or known by Client prior to the Account's placement with Company; (iv) none of the Accounts are being placed in violation of the state law of the state in which the patient on the Account resides; (v) Client will not request Company to

add any fees to any Accounts, unless specifically authorized in the underlying contract between Client and the patient or allowed by the state law where the patient resides; (vi) Client has obtained all the necessary consents to contact the patient or guarantor at the contact information provided by such patient to Client; (vii) Client shall provide Company with such reasonable information on any Account that is requested in writing by Company and necessary for Company to perform its obligations under this Agreement; (viii) the original contract or agreement between Client and patient does not include an acceleration clause whereby Client can accelerate the balance due for any form of nonpayment that supersedes the date of default; and (ix) the balance due for each Account is an accurate calculation of the total amount due at the time of placement and throughout the period that Company provides Services to such Account (collectively referred to as "Client Representations").

4.3 Direct Payments. Client shall report to Company any payments it receives directly from any Consumer, for any Account that was placed with Company at the time such payment is received ("Direct Payment"). Such reporting of Direct Payments shall be made to Company within the same month it is received.

5. MISCELLANEOUS PROVISIONS

5.1 Ceasing of Activity. Client has the right to demand cessation of Services on an Account at any time. Company similarly has a duty to cease Services on an Account upon written receipt of such request.

5.2 Exclusivity of Services. During the period that Services are to be rendered on an Account, Client agrees that it will not place such Account with any third party, or otherwise authorize any third party to collect on such Account, or make efforts to collect the account.

5.3 Erroneous Data/Account Placement. In the event that an Account was placed with Company in error, or that an Account contains erroneous data,, Client will reimburse Company a flat fee of $2.00 per correction letter. To the extent such error obligates Company to further undertake any corrective action other than or in addition to the issuance of correction letters, Client will reimburse Company for the actual cost of such corrective action(s).

Commented [KEK4]: Needs to be defined.

Commented [SC5]: Need clarification on this. Accounts recalled by EMSA subject to $2.00? Or patient demographic/information changes and updates? What constitutes 'erroneous data'?

Exhibit B

RATE SHEET

1. Rates.

1.1 Client agrees to pay Company for Services a commission at the below rates. Company shall be entitled to its fee on all full or partial payments including consumer self-pay payments, insurance payments, or other third party payor payments, whether received by Company or Client directly.

a. **Primary Bad Debt:** Client will pay Company a contingency fee rate of **8.9%** upon all gross collections for Primary Bad Debt accounts.

1.2 **Insurance Discovery:** Client will pay Company a flat fee of **$18.00** for each account record that Company submits for Insurance Discovery. Company shall be entitled to the fee for each record submitted, regardless of whether billable insurance is found.

1.3

2. Out-of-Scope Work. If Client requests Company to perform work outside of that detailed in the Statement of Work (Exhibit A), such additional work will be billed separately to Client at a rate of $40/hour.

3.

Commented [SC6]: Clarify that gross collections is payments (excludes any adjustments, settlements, write-offs or contractual) for bad debt accounts?

Commented [SC7]: No. EMSA conducts insurance discovery prior to placements. EMSA will only agree to payment if billable insurance is found and after payment is received.

Deleted: The rates outlined in section 1.1 are dependent on the Client providing consumer email addresses for at least 70% of their accounts for any given placement file. Placement files will be reviewed quarterly and if the average number of email addresses received per placement file falls below 70% all rates in section 1.1 will be increased by two (2) full percentage points for the following quarter.

Deleted: **Bank Charges.** Client agrees to pay any bank charges or fees associated with the processing of any payment(s) made pursuant to Section 1 of this Agreement (Invoicing and Payment) by credit card, debit card, or electronic check.

Exhibit C