



City of Peoria

RFP 19-23

Billing & Collection for Fire Department Services

Purchasing

Mike Rivera

Chief Business Development Officer

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661-3065

email: m.rivera@FireRecoveryUSA.com

office: 1.888.640.7222

cell: 916.238.8541

www.FireRecoveryUSA.com

DUE DATE: March 28, 2023 @ 2 P.M.

FR Fire RecoveryUSA
Fire Billing Solutions

City of Peoria

Section 1

Cover Letter

Section 2

Qualification & Experience

Section 3

Technical Proposal

Section 4

Scope of Services

Section 5

Sample NDA

Section 6

Exceptions

Section 7

Required Attachments

March 21, 2023

City of Peoria - Purchasing
419 Fulton St, Room 108
Peoria, IL 61602

Dear Purchasing,

Thank you for the opportunity to provide a proposal for your "Billing & Collection for Fire Department Services" RFP.

We are confident that we meet and exceed the specifications listed in the Requirements (other than the listed exceptions). Fire Recovery USA is by far the largest and most successful cost recovery billing service in the fire industry. We have over 1,600 cities and fire departments in 43 states that have placed their trust in us to provide cost recovery programs.

Our company has over fifteen years in cost recovery with tens of millions of dollars collected. Since you a current client, there is virtually no setup or training of your personnel, and we'll continue to offer our outstanding customer service to ensure your needs and goals are met to the highest standard.

The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town as to any material facts.

We offer services that cover all of your requested services. Please feel free to contact us if you would like clarification on any aspect of this proposal.

Sincerely,



Mike Rivera
Chief Business Development Officer

M.Rivera@firerecoveryusa.com

www.firerecoveryusa.com

GENERAL INFORMATION

Fire Recovery USA, LLC
2271 Lava Ridge Ct, Suite 120
Roseville, CA 95661

(888) 640-7222
(916) 943-1661 – fax

www.FireRecoveryUSA.com

- Contact: Mike Rivera – (916) 238-8541 – m.rivera@firerecoveryusa.com
- Business Hours: 9 AM (CST) to 8 PM (CST)
- Incorporation: California, USA
- Years in Business: 17
- Work to be performed at office location listed above.

EXPERIENCE

Fire Recovery USA, LLC was founded in 2006 and is located in Roseville, California and provides cities and fire departments across the United States with cost recovery funding programs in conjunction with motor vehicle incidents, structure fires, hazardous material spills, and fire inspection programs. Fire Recovery USA is the sole provider of these programs and the software developed to administer them. We do not use partners to administer the above-mentioned programs.

Fire Recovery USA has established and implemented systems for Over 1,600 customers in 43 states. We have the experience and brand recognition that has positioned us as the market leader in this niche. The company has a proprietary and very successful billing system developed specifically to meet industry needs. This system and its efficiencies have proven to successfully provide collection rates far superior to other competitors.

Fire Recovery USA has developed a methodology to process claims that has not been matched by the competition. This methodology centers around the company's policy of communicating and corresponding with the responsible parties as well as providing flexible payment options and electronic communication.

TOTAL ORGANIZATION

Fire Recovery USA is one of three entities that comprise our family of cost recovery and technology services.

1. **Fire Recovery USA**
2. **StreamLine Automation**

1. Fire Recovery USA provides eight main cost recovery programs.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

iPad Inspection / Automated billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments; have 24/7 live data reporting and the highest recovery rate in the industry.

Self Inspection Program - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

2. StreamLine Automation. Fire Recovery USA and StreamLine Automation Systems develop, market, and support our proprietary systems used for false alarm management. All components of this response are controlled by Fire Recovery USA, so no other vendors/partnerships are necessary for this response.

Streamline Automated Systems are simple to use. Data and information is seamlessly and automatically transferred from the CAD or RMS into the secure, online web based user interface and customized front-end portal. It is securely and conveniently stored in the cloud for remote and immediate access for updates, validation and follow-up. Streamline's proprietary software is hardware agnostic, meaning you can access your data via any computer, tablet device, or smartphone. Our proprietary systems allow for complete customization, and quick and agile turnkey deployment. Customizable features include personalized portals, site management, billing, mapping and interface design, among other elements.

Streamline Inspections is a mobile and cloud-based inspection platform designed for state and local government and business performing inspection services. Streamline Inspections is designed to make inspections easier and more cost effective to manage regardless of the department or AHJ. The Application was designed by inspectors for inspectors and with multiple programs in mind: Fire Inspections, HazMat, Brush or Weed Abatement, Health Inspections, Community Development and Code Enforcement, together in one system.

It is designed to work the way you work: our iPad-based software goes anywhere you need to go. Locally stored data on the device allows you to work where there is no connection to Wi-Fi or cell. Push notices allow notification of time critical new tasks.

The checklist-based system will incorporate any checklist and data field, from true false, to text, photos, values, dynamic rules and more. Find violations not on your checklist, no problem, your local codes can be loaded on the device as well. We have agreements with ICC and NFPA, to deliver virtually any code set. No shuffling multiple inspection forms or using software that just doesn't meet your needs. It's the most intuitive and versatile inspections application on the market.

HIPAA

Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected or harvested. In addition, we have been certified by a third-party consultant as not having any exposure to HIPAA. None of the data we collect falls within HIPAA regulations.

NON-DISCRIMINATION

Fire Recovery USA affirms that we comply with all state and federal regulations related to non-discrimination.

STAFF CRITERIA

Fire Recovery USA strives to employ highly competent and efficient processors. Once a prospective employee is identified they are screened through the E-Verify system to establish and document their legal work status. Each candidate is subject to several interviews with management personnel and must pass a series of tests Fire Recovery has developed. These proprietary tests measure a candidate's ability to perform at established standards in computer competence, language skills and customer service.

Upon employment, new processors are teamed with an experienced staff member who spends a week with them in intensive side-by-side training. The new processor is able to experience how a veteran processor handles the various challenges of their workday and is exposed to the high standards expected by Fire Recovery USA. Once the week of intensive training has concluded, the new processor remains assigned to the experienced staff member who continues to act as a mentor until the new processor is able to operate independently.

CUSTOMER SERVICE PHILOSOPHY

Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.

Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a

“Ticketing System” whereby we contact a City employee, as designated by the City, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked as they remain open until completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the “Ticketing System” as time allows within their work schedule.

As part of his or her training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, business-like demeanor in all contact and correspondence with our clients and their constituents.

Fire Recovery USA’s ownership and management believe in modeling our commitment to high-level customer service. Employees are our “customers” and need a regular demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

EXPERIENCE OF THE FIRM

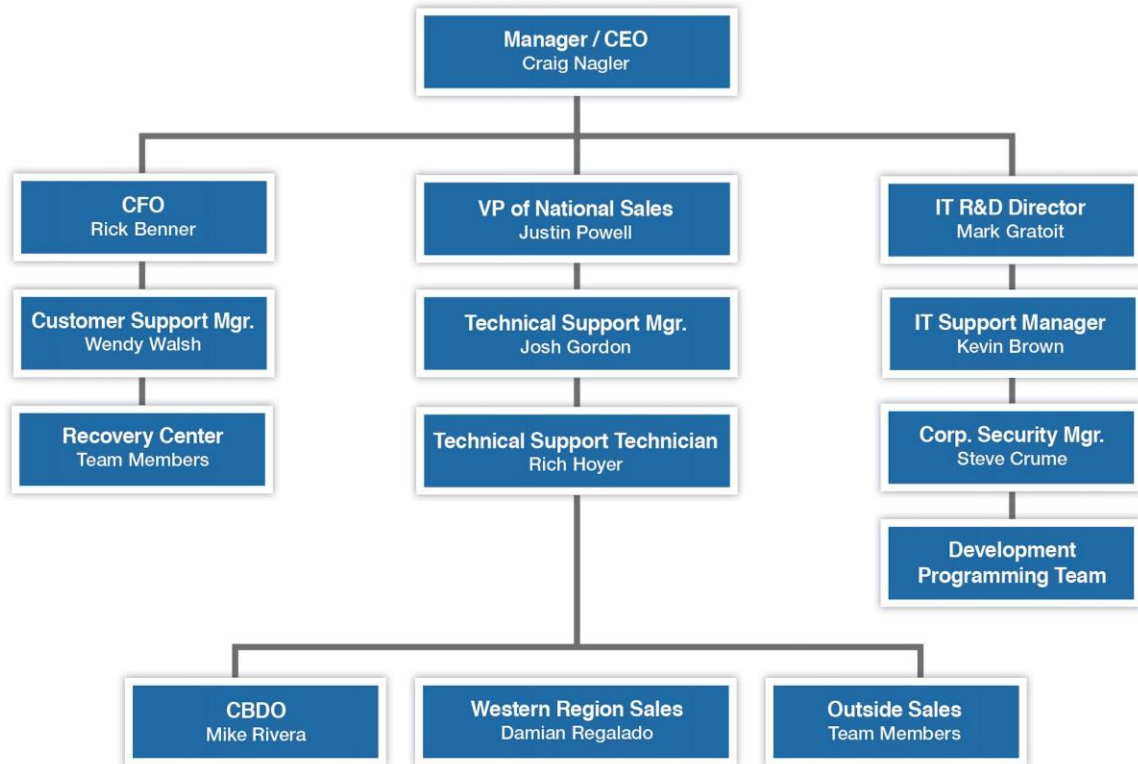
As the nation’s largest and most successful biller of Emergency Incidents for cities and fire departments, our growth of clients has been staggering. We have over 1,600 clients as of the date of this proposal. Our collections are the highest in the industry averaging between 70% and 100% depending on the type of run.

Emergency Incident billing is handled in our Roseville, CA facility. EMS transport billing is handled in our Arlington Heights IL facility. Our Emergency Incident system provide 24/7 access to our billing software and reporting system from any web-browser.

We will provide unlimited web-based live webinar training for new employees.

Virtually all of our metro/muni clients are government clients (local government / city or county) and our experience is the equivalent as with our non-government accounts. They achieve the same high collection rates.

ORGANIZATIONAL STRUCTURE



Fire Recovery USA is a privately held LLC, and as such does not provide financial information, however, we are happy to provide banking references upon request. The Owner/manager of Fire Recovery USA LLC is Craig Nagler.

Working as a cohesive team utilizing project management technology such as Basecamp, Google Hangouts, and JitBit Ticket Tracking software, we have on-boarded over 1,600 clients quickly and efficiently. Justin Powell will head the project, including on-boarding and the delegation of tasks to the appropriate internal personnel. He will oversee the progress and work to keep the project on schedule.

KEY INDIVIDUALS

Justin Powell – Head of Project, onboarding and training, oversee all aspects

Rick Benner – Assist project onboarding, facilitate financial account setup

Wendy Mangan – Manage RecoveryHub account setup

Mark Gratoit – Director of Research and Development

Kevin Brown – Head of RMS/CAD Link Establishment and Testing

A business card with a yellow background on the left and a grey background on the right. The name 'Justin Powell' is written in white on the yellow background. On the grey background, the title 'VP, Director of Sales' and company information for 'Fire Recovery USA' are listed in black text.

Justin
Powell

VP, Director of Sales

Fire Recovery USA

j.powell@firerecoveryusa.com

(916) 297-0205 – Direct

March 2013 – Present

In March of 2013 Justin made the transition to join the Executive Management team at Fire Recovery USA. As the market demand grows and the increasing need for service and technology unfolds, strong leadership and direction is needed, as is in-depth knowledge of industry systems and practices. As part of the Executive Management team, Justin is responsible for providing direction and vision for company decisions and investments of the company's capital and resource. Justin is also responsible for leading our sales and marketing team with an intense focus on product and service delivery. Our complete focus is to provide the best overall experience to our customers. The first point of contact in any organization is your sales representative and our commitment is to be available to our customers, listen to their needs and deliver.

National Sales Manager

FIREHOUSE Software

September 2007 – March 2013 (5 years 7 months) Urbandale, IA

Growing the market-leading Fire Records Management Software domestically and internationally. Responsible for leading all advertising and marketing campaigns using print and web media. Involved in market research, product development and R&D to lead company direction and industry leading products. Advising software development for .net conversion and application development for iPad and Android platforms.

Led an external independent sales staff of 4 and an internal staff of 3.

Firefighter/EMT

City of Clive

August 2006 – Present Clive, IA

Primary EMS care on ambulance and engine company response. Structural fire suppression. Life safety fire inspections and prevention Public education FFI, FFII, HazMat Operations, Driver Operator, EMT

The logo for Mike Rivera, featuring the name "Mike" in a large, bold, black sans-serif font above the name "Rivera" in a smaller, white sans-serif font. The text is set against a solid yellow rectangular background.

**Chief Business Development
Officer**

Fire Recovery USA
mike@firerecoveryusa.com
(916) 462-6733 – Direct

January 2008 – Present

Mr. Rivera's primary objectives are to develop new ways of increasing Fire Recovery's market presence and maintaining the service level relationship with our existing client base. Providing day to day support and assisting in the direction of the sales team. Mr. Rivera is responsible for the implementation and onboarding of our cost recovery programs to our clients as well as on-going support.

Owner

On-Site Events

January 2003 – December 2007 (4 years) Chicago, IL

In 2003, Mike founded On-Site Events, Inc. As an innovative corporate event planning company, On-Site Events quickly established itself as a major player in a very competitive field. Although Mike is no longer associated with On-Site Events, he helped establish the basic precepts of the company that has matured into a progressive event management company with a reputation for working and performing "out of the box".

Owner

Professional Displays

August 1991 – December 2002 (11 years) Rancho Cordova, CA

Founded Professional Displays, which designed and produced tradeshow displays and graphics on a nationwide basis. When Mike sold the company in 2002, it had become firmly established as a leader in the tradeshow industry.

A graphic with a yellow background on the left and a grey background on the right. The name 'Rick Benner' is written in white text on the yellow background. On the grey background, there is contact information for Rick Benner as Chief Financial Officer at Fire Recovery USA.

Rick
Benner

Chief Financial Officer

Fire Recovery USA

rick@firerecoveryusa.com

(916) 462-6721 – Direct

January 2008 – Present

Rick began his career as a certified public accountant with Coopers & Lybrand, an international public accounting firm. After five years with the firm he became Vice President of Finance for the National Basketball Association's Kansas City Kings before relocating with the team to Sacramento, California in 1985. He quickly developed an expertise in the NBA's salary cap and negotiated multi-million dollar player contracts on behalf of the Kings' organization. Rick was promoted to president of the Kings and Arco Arena in 1989 and at the time was the youngest president of any major professional sports franchise. As president he had overall responsibility for ticket sales, radio and television game broadcasts and advertising sales, media and public relations, in arena advertising and arena operations, including concessions, security and parking. He remained in the role as president through 1999.

After leaving the Kings, he has owned and participated in the development of businesses in the health care, airline transportation and mortgage industries.

Rick joined Fire Recovery USA in 2008 and has made a major contribution to the development of the company's proprietary software assuring proper financial controls are in place. While his primary responsibility is managing all financial and legal aspects of the company's operations, he assists in all areas of the company's business development.

The name 'Wendy Mangan' is displayed in a large, sans-serif font. 'Wendy' is in a dark grey color and 'Mangan' is in white. The text is set against a solid yellow rectangular background.

Manager – Processing Center

Fire Recovery USA

wendy@firerecoveryusa.com

(916) 462-6723 – Direct

January 2010 – Present

As a member of the Fire Recovery management team Wendy brings with her a significant amount of experience. Her previous experiences uniquely position her to lead our service and processing center. Wendy is an experienced manager specializing in professional billing services and superior customer manager. She is an experienced police dispatcher in a metropolitan agency and knows first hand the difficulties in providing public safety. At Fire Recovery Wendy is responsible for all processing center staff. Wendy manages scheduling and staff performance and insures the office is compliant with all state, OSHA and HIPAA laws and regulations.

Manager – Medical Office

Curtis G. Croft, DDS

January 2008 – 2010 (2 years +) Roseville, CA

Responsible for staff schedule and staff performance and ensured the office was compliant with all state, OSHA and HIPAA laws and regulations. Observed and protected patient confidentiality per policies and procedures. Managed business records as well as accounts receivable/payable.

Dispatcher

Sacramento Police Department

January 2004 – 2008 (4 years +) Sacramento, CA

Duties required the ability to effectively communicate, multi-task, evaluate, prioritize and quickly make decisions in extremely critical situations demanding immediate and accurate response while providing a high level of service to the public. Responsible for providing pertinent data in response to requests for information regarding vehicle registration, driving records and warrants. Monitored direct emergency alarms and complex public safety radio frequencies while operating a variety of communications equipment.

PROJECT UNDERSTANDING AND APPROACH

UNDERSTANDING:

Fire Recovery USA specializes in providing seamless methods of cost recovery to cities and fire departments nationwide. Fire Recovery USA processes more than 30,000 Emergency Incident Billing events per year and delivers millions of dollars in recovered funds to our clients annually. Our systems make the process of cost recovery efficient in all aspects of the program. Our goal is to make the program as seamless and effortless as possible.

Each of our Processing Center staff is focused on processing Emergency Incident Billing accounts and only Emergency Incident Billing accounts. We have dedicated billing staff for these types of claims who focus on this type of billing full-time and can deliver the highest possible financial return to our clients.

Our processing team will go to work to insure the highest collection rate possible for the City. Your administrative team will have access to the RecoveryHub from any computer with internet access and see **REAL TIME** run data and reports, 24/7. This fully transparent system will allow you to see every contact and phone call we've made, the status of the bill, and track and reconcile every payment we've received. Each step in our process is visible to you, the end user, so you always know the status of your recovery efforts.

SCOPE OF WORK

1. Fire Recovery USA will provide the technology to electronically input run data into the RecoveryHub for processing.
2. Fire Recovery USA will bill on your behalf, for runs submitted and the service you provide, as allowed by your Ordinance.
3. We will work with the insurance companies directly to ensure payments are made for invoices submitted.
4. We will provide real time access to all your claims as well as the ability for the end user to run reports on demand.
5. We will provide automatic monthly reporting and real time access to your account for 100% transparency.
6. We will develop a successful professional working relationship with the City.
7. We will provide training and project management for your staff.
8. We will provide a dedicated account manager for the City.

9. We will provide our programs with professionalism while maintaining the integrity of the City.
10. We will ensure the highest level of customer service for support and assistance. Customer service and support are available between 9:00 AM and 8:00 PM CST but can be accommodated outside of these hours for special needs.
11. We will provide for a systematic and standard recovery process that allows creditability to be maintained with insurance providers.
12. We will provide the highest collection rate in our industry – over 90% for fluid-based/HazMat Related Emergency Incidents and over 70% overall on billable incidents.
13. We will provide and/or allow access to the newest technology and applications in order to insure the most efficient workflow and processes.

PROPOSED TIMELINE:

A timeline for accomplishing the scope of work identified in this proposal, estimating the amount of time it will take to complete each task. Unless advised otherwise by the Fire Department, our “System Implementation” plan is as follows:

1. Upon receipt of a signed contract from the Fire Department, Fire Recovery USA will request information in order to setup your account file in RecoveryHub. This information is required in order to facilitate the account setup.
 - a. Information includes basic account information.
 - b. Who will manage the project for the Fire Department
 - c. Where checks are to be mailed, etc.
2. Fire Recovery USA will need a contact for the Fire Department to install the link to your RMS software application (if applicable) to export the data automatically from your RMS Software.
3. FRUSA will provide the information on how to submit runs into our system. Live training (although most clients need no more help, a Zoom or Conference Call is available upon request).
4. FRUSA will provide “printable” Run Reports (for use “on-site” during the billable event in order to collect the correct billing data).
5. In most cases, our clients can begin billing within one to two weeks of receipt of your signed contract, depending on how fast our clients can schedule the training of their personnel.

POTENTIAL ISSUES/CHALLENGES:

Due to our vast knowledge and years of experience as the largest and most successful billing service in our industry, we foresee no issues or challenges in meeting or exceeding the goals of this project. Our systems have multiple levels of backups in order to minimize unexpected downtime.

COMMUNICATION AND UPDATES:

There are few changes to how Emergency Incident billing works as Illinois has existing laws specifying billing parameters. The main change for Muni/Metro clients is the annual billing rate increases due to the Consumer Price Index (CPI). We recommend you allow your Mitigation Rates to increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses. This is optional, but recommended.

While most clients have no need, we can setup a Zoom meeting or conference call with the City on a bi-annual basis to discuss any issues or changes with the program process and to review the financial results. We can review work processes. You can always setup an internal audit of operations between the City and selected proposer.

REPORTS:

Fire Recovery USA is committed to providing the City with the most advanced reporting tools available through our website, RecoveryHub. RecoveryHub provides custom report capabilities that we continue to develop in order to satisfy our customers' needs.

1. We provide detail and summary reports (automatically and electronically) 24/7 from any internet-connected computer.
2. We provide an accounts receivable aging report and a report on any billing (claims).
3. We provide a web-based portal to appropriate City staff to access and view the status of all relevant reports or files, all updated real time. This is based on user security and roll access to the system.
4. We provide the City with a report on all claims and disputes.
5. We provide custom reports and data exports on any data fields.

MISCELLANEOUS:

1. Provide a primary and a secondary contact for daily operational inquiries and notify the City of any contact changes.
2. Provide on-line electronic file lookup and be able to accept information from the City via email, fax, or in an electronic format;
3. Provide a custom form for the City to utilize in order to collect the data needed for proper bill processing, as stated per ordinance; and
4. Ensure daily backups are stored in a secure, safe location.
5. We are willing to modify our cost recovery methodology to the extent that it conforms to the City's philosophy of interaction with the citizens. We will follow the City's philosophy is to pursue accounts in accordance with your state law. We will not subcontract cost recovery activities to a third party, without the express written consent of the City.

CONFIDENTIAL INFORMATION

Our Official Internal Control Policy is that no confidential information will be released to anyone other than the password protected person(s) authorized by the City and the insurance company(s) involved in the incident. In addition, only those employees in our Recovery Department who are authorized to input and track claims will have access to confidential information on any claims and the individuals involved in the claims.

HIPAA Information: Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected.

HARDWARE AND SOFTWARE INFRASTRUCTURE & SECURITY

Our Claims Processing Center utilizes a secure "cloud-based" computing platform that runs across multiple servers. The hardware is redundant and switched automatically from machine to machine, as necessary. Our system includes additional guaranteed resources, which we can scale up as necessary. Our files are maintained in our redundant servers for a minimum of seven (7) years.

Software – custom written to our proprietary collection system.

- Operating System is Linux / Apache
- Further information is proprietary and confidential

Current VPS Info

- 1.6 GHZ dedicated CPU • 16 GB dedicated RAM

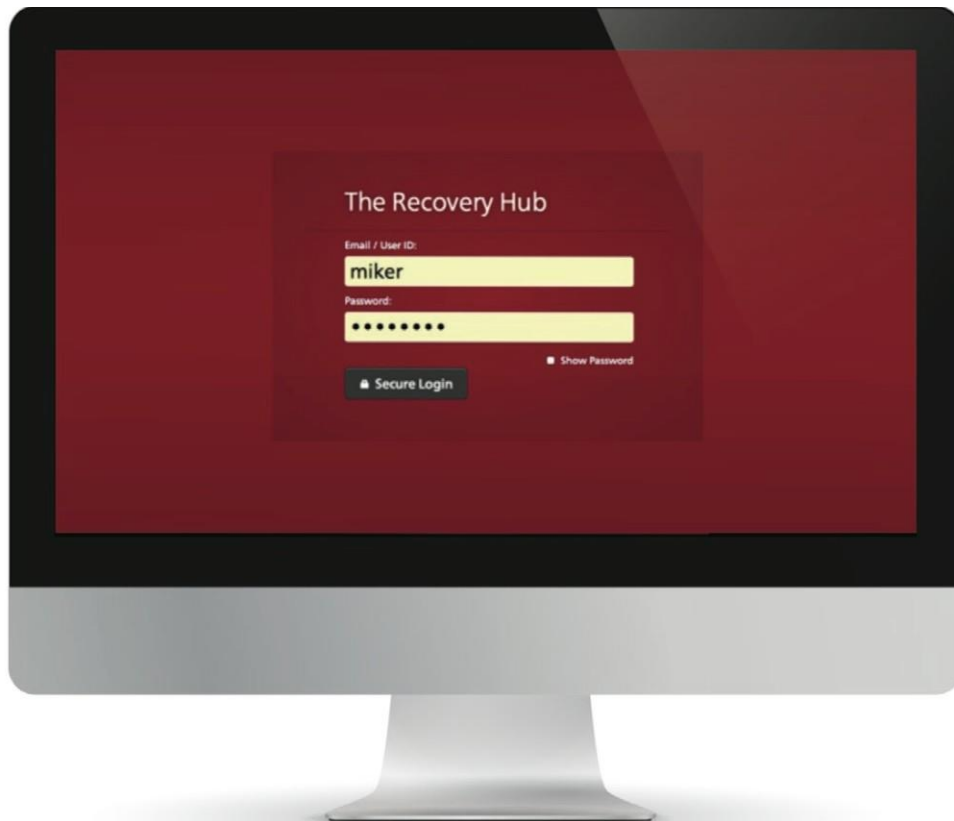
- 4 TB storage
- 1,000 GB transfer
- Shared firewall
- Fully Managed 24x7 support

Data Center – Security features

- Biometric locks
- 24/7 Video recording with 30-day retrieval • 24/7 Multi-man security
- Self-powered kinetic locks on each cabinet

Our IT Term's qualifications include:

- Certified Internet Webmaster (CIW)
- CIW Database Design Specialist
- CIW Web Security Professional
- Cisco Certified Network Associate (CCNA) • Cisco Certified Network Associate Security (CCNA Security)
- Cisco Certified Network Professional (CCNP) • Cisco Certified Voice Professional (CCVP)
- Cisco Certified Network Professional Security (CCNP Security) (in progress)
- Cisco IOS Security Specialist



All of the web traffic is encrypted <https://www.therecoveryhub.com> to 128 bit. Here's a screenshot of the secure RecoveryHub login page:

FIRE RECOVERY SITE DISASTER RECOVERY (FRUSA HQ)

FRUSA's Server / DC and all virtual servers that reside on-site are protected by an image-based backup solution; Datto.

In the instance of a physical server failure or catastrophic operating system problem, FRUSA can be up and running in a matter of minutes by connecting directly to the Datto backup device.

Additionally, each of FRUSA's servers can be quickly restored to a previously working state from these image backups.

All of these image backups are backed up off-site, to Datto's bi-coastal data centers, and FRUSA can connect to their information from just about anywhere. We can pull these images from Datto's data centers and restore them onto new servers.

DATA STORAGE AND REDUNDANCY (CLOUD SITES)

Servers are physically located in Chicago, IL USA.

Ours are virtual servers built on RS's OpenStack infrastructure on that hardware.

The implication of this is that our whole infrastructure is in one data center (except for Cloud Backups, which I believe are stored redundantly by RS).

WEB-A:

- Main site web server
- Stores uploaded documents
- Read-Only Database Replication
- Database backups performed twice hourly
- This server is backed up daily to a server image (Chicago Data Center)
- All files on this server are backed up hourly (Cloud backup)
- This server also uses an Attached Network Storage Partition where the database backups are stored.

WEB-B:

- Main Database Server
- SSL Wrapper for theinspectionhub.com (points to main site for
- This server is backed up daily to a server image (Chicago Data Center)
- All files on this server are backed up hourly (Cloud backup)

FINANCIAL REPORTING PROTOCOL

Fire Recovery USA, LLC has developed a system for processing claims by fire departments for cost recovery related services rendered by those departments. Our software program called RecoveryHub controls this system. We have spent many years developing in this system and consider many elements of it proprietary as the policies, procedures and methodologies we use have been developed at substantial cost and have allowed the company to achieve one of the highest collection percentages in the industry. Therefore, while we will not share some aspects of our policies and procedures so as to provide that information to our competitors, we will provide the following overview of our policies and procedures.

Prior to initiating billing for a client, we ensure the department's fee structure is set up in accordance with all applicable laws and are in line with what is reasonable and customary for Emergency Services. In addition, we emphasize these claims should not be viewed as a profit center, but as a source of reimbursement for costs incurred by a fire department to respond to an emergency situation. We ensure the fee structure for each department is in line with the costs incurred by them to provide each covered service.

As runs are submitted to us for submission to an insurance company, we review the documentation and use the rate structure for the applicable fire department to establish the total claim. We take all necessary precautions to make sure the filing with the insurance company is done in compliance with the established and approved rates.

When filing a claim, we only file against the at-fault party (except in no-fault states). We have several ways to accomplish this goal. In many instances, we are provided with a copy of a police report, which will stipulate the at-fault party and will file a claim with the insurance company listed on the police report. When we don't have a police report we will review the incident report provided by the fire department in an attempt to determine the at-fault party and in most instances we are successful in doing so.

In those rare situations where the at-fault party can't be determined, we will file a claim with one of the insurance companies involved and the insurance adjuster will help us determine if their insured was at fault. If their insured wasn't at fault we will use this information to establish the at-fault party and file a claim with their insurance company. Our company will never file multiple claims at the same time with more than one insurance company for an accident.

Once the at-fault party has been determined we telephone the applicable insurance company and file a claim against the at-fault party in the incident. The insurance company will provide us with the name, phone number and fax number of the adjuster assigned to the file. We will e-fax an invoice with the supporting documentation that provides the authority to file the claim. We will generally wait two to three weeks to contact the adjuster by phone to confirm receipt of our invoice and to inquire about

payment (during this three-week period approximately 15-25% of claims will be paid without any contact).

If the claim hasn't been paid during the two-to-three-week window we will contact the adjuster again to get an update on the file. If we can't reach the adjuster on this call, we will make every effort to contact someone in their office to confirm they have received the invoice and claim related materials. Once we talk to the adjuster we will find out if the claim will be paid, denied or delayed. If they say the claim will be paid, we will mark it a "payment approved" in our system and track it for payment. If it is denied, we request a denial letter.

Once we receive the denial letter we review it to assure the denial is appropriate. If not, we will file a rebuttal letter with the adjuster. If it is delayed while liability is determined, we will ask for a time frame from the adjuster and then place the run on our calendar for follow-up.

All runs are processed through our RecoveryHub system which tracks each run and places them on the calendar of one of our processors who will then follow the claim until it is resolved by payment or denial. If a run is denied it is up to the fire department to determine if they would like to further pursue the claim by billing the at-fault party direct or sending the run to a collection agency for final disposition.

When a payment arrives, our staff will mark the invoice paid in RecoveryHub and note the pertinent information related to the payment in the system. Fire Recovery has a payment cycle that runs from the 25th of one month to the 24th of the next month. After the 24th of the month all accounts are reconciled for accuracy and checks are paid to the fire department and mailed to the department between the 4th and 7th of the next month.

Each fire department client of Fire Recovery has 24 hours 365 day a year access to their account in RecoveryHub and can view all activity and generate reports on runs and payments. The system is totally transparent as to the activity related to each run with notes placed in the file each time a run is touched by Fire Recovery personnel. Fire Recovery provides unprecedented access to a fire department's runs and the status of the Fire Recovery's activity related to each run.

PROGRAM DETAIL

EMERGENCY INCIDENT BILLING PROGRAM (Motor Vehicle Incidents, Technical Rescue, Helicopter Landing Zones, etc.)

At The Scene of the Incident: Your personnel will either log the data from the incident using your existing system protocol/reporting system, or via our paper-based "Incident Reports". You can also log run information real time from the scene with iPad, tablet or PC as long as you have a real time connection to the Internet. **It is the responsibility of the client to collect the billing data, including the name of the insurance companies of the parties involved.**

Upon Return to the Station: We have the ability to harvest the billing data from many of today's most popular RMS Systems, including your Emergency Reporting software. The link will harvest the data information directly into our RecoveryHub site.

RecoveryLink is available only through Fire Recovery USA and is based on nationwide software that has been used in the fire service industry for the past 20 years. Unlike most competitors' exchange software, we don't attach anything to their system. Our system is simply setup to "data dump" the public-record information from the incident into our secured system. We do not download any HIPAA information and everything we receive is considered public record.

After Submitting the Run: The claim begins its track through the billing and recovery process. By utilizing the advanced technology in RecoveryHub, we should be able to use the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff. We use the most advanced technology, including interfaces to multiple public databases, as well-as-an advanced skip-tracing system to fill in any missing incident or demographic information. Invoices and letters will be submitted to the insurer in the City's name, and can include language specified by the City.

We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment. Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Invoices are faxed or emailed when possible and mailed only if necessary or required by the insurance company. Unlike Medical Transport Billing, there are no electronic filing capabilities for non-medical invoices to automobile insurance companies.

Once an invoice has been submitted, our Processing Center Team members will produce letters, make phone calls, and perform any necessary follow-up on behalf of the City to ensure that maximum revenue is achieved for each incident. An invoice submitted more than 30 days from the incident date typically generates less revenue so we recommend your personnel gather as much information as possible at the scene in an effort to optimize your recovery.

If denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of the claim.

You always have 24/7 access to submitted runs, and you can view each call made on your behalf to collect the claim. No other competitor offers this level of transparency.

Payment of Runs: On or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

AVERAGE COLLECTION RATES

Overall Average / All Services = 70% to 90%, depending on the type of run

All of the following collection rates are dependent on the quality of the billing data provided by the fire department and are listed assuming good data.

Detail:

- Fluid-based MVAs: 90%
- Non-fluid-based MVAs: 30%
- Vehicle Fires: 31%
- Structure Fires: 42%
- Other Fires: 30%
- Water Incidents: 34%
- Hazardous Materials Incidents: 60%
- Special Rescue Incidents: 34%
- Inspections/Permits – 97%

The following page lists the data required to produce a strong claim for your services. The items in yellow are considered necessary by the insurance industry.

DATA REQUIRED FOR A CLAIM

Date: _____		Incident # _____	
Fire Officer: _____		Alarm Time: _____	Cleared Time: _____
Location: _____			
Vehicle #1		Vehicle #2	
Drivers Name: _____		Drivers Name: _____	
Street Address: _____		Street Address: _____	
City, State, Zip: _____		City, State, Zip: _____	
Phone Number: _____		Phone Number: _____	
Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No		Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Insurance Company: _____		Insurance Company: _____	
Policy #: _____		Policy #: _____	
Vehicle Make & Model/ License: _____		Vehicle Make & Model/ License: _____	
REQUIRED For Extrication and Landing Zone			
Which party was extricated (circle): _____		DRIVER / PASSENGER	
Extrication vehicle (Example: Honda, Ford, Dodge, etc.): _____			
Which party was the landing zone established for (circle): _____		DRIVER / PASSENGER	
Landing Zone established for which vehicle (circle): _____		DRIVER / PASSENGER	
* Add other details in Narrative Section (below)			
REQUIRED For HAZMAT (Trucking Incidents & High-Dollar HAZMAT Incidents)			
Name of the trucking company: _____			
Name of the driver: _____			
Name of the commercial insurance: _____			
DOT # (helpful, but not required): _____			
* Add other details in Narrative Section (below)			
Narrative: (Please provide a brief description of duties performed): _____			
Apparatus On Scene: _____		Personnel On Scene: _____	
Scene Procedures (Indicate all that apply):			
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Fluids Mitigation	<input type="checkbox"/> Helicopter Ops	<input type="checkbox"/> Extrication with Tools
<input type="checkbox"/> C-Spine	<input type="checkbox"/> Ambulance Transport	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Vehicle Fire
<input type="checkbox"/> Heavy Rescue	<input type="checkbox"/> Rope Rescue	<input type="checkbox"/> Airbags	<input type="checkbox"/> Debris Clean up

Screenshot of our Recovery Hub showing actual collection statistics for an existing customer.



- Home
- Claims
- Inspections
- False Alarms
- Invoices
- Users

Get a Feel For What's Happening

Run # or Last Name

Claims

Monthly Totals (Oct 2014)	This Month		Last Month		All Year	
Claims Submitted	7	\$1,948.00	20	\$6,464.00	215	\$77,138.00
Payments Received By FRUSA	2	\$880.00	10	\$4,272.00	105	\$45,574.32
Claims Denied	0	\$0.00	0	\$0.00	3	\$1,204.00
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	\$0.00	0	\$0.00	0	\$0.00
Drafts	21	= \$9,211.23	21	= \$9,211.23	21	= \$9,211.23
Non-Billable (Other)	1	-	2	-	59	-
In Progress	0	-	0	-	0	-

Current Collection Statistics	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$27,407.60	54	98%	\$159,819.97	316	87%
Denied	\$635.00	1	2%	\$22,615.00	46	13%
Non-Billable (No Coverage)	\$10,097.50	46		\$62,053.58	232	
Non-Billable (Insufficient Information)	\$0.00	0		\$435.00	30	

If you are on our RLE data-link then the run data will automatically be waiting for you in our Drafts page. This information is extracted automatically from your RMS (Records Management System). If you are entering your run data manually (or copy-and-paste from your internal RMS or NFIRS), then you click on "New Run" and enter the data. You only are required to provide data in a field with a red line at the right side. The other fields are helpful, but not required.

Screenshot of the Online run form submission. Boxes with the red mark on the side are required fields. Claim filter checkboxes are user defined.

Create Motor Vehicle Incident for Elgin Fire Department

Form Filed By

INCIDENT DETAILS

Run Date (mm/dd/yyyy)



Alarm Received Time

8:00 AM, 21:00, etc

Call Cleared Time

8:00 AM, 21:00, etc

Fire Department Run Number

Law Enforcement Agency Report Number

Total Personnel On-Scene

NFIRS Code

Location of Incident

Attach a File

Choose File no file selected

Claim Filters

Battalions

- 100 Fire Chief
- 101 Asst Chief
- 102 Ops Chief
- Asst Chief 101
- BC1

Engines

- E1
- E2
- E3
- E4
- E5

Other Filters

- A1
- A2
- A4
- A5
- A7

Stations














- 1
- 2
- 3
- 4
- 5

Trucks

- BT 7
- Q7
- T1
- T2

Runs Currently In Progress

RUNS IN PROGRESS

 ██████████, STEPHANIE C Run #: 0008360	Run Date: 09/16/2014	Status: Unassigned
 ██████████ JESSICA F \$348.00 Run #: 0006802	Run Date: 08/19/2013	Status: Invoiced
 ██████████ JONATHAN R \$348.00 Run #: 0002380	Run Date: 03/14/2014	Status: Invoiced
 ██████████ JERMAINE E \$348.00 Run #: 0003348	Run Date: 04/16/2014	Status: Invoiced
 ██████████ KAREN D \$348.00 Run #: 0003573	Run Date: 04/23/2014	Status: Invoiced
 ██████████ CLIFTON R \$348.00 Run #: 0003628	Run Date: 04/25/2014	Status: Invoiced
 ██████████ ANTONIA \$668.00 Run #: 0003888	Run Date: 05/04/2014	Status: Invoiced
 ██████████ Douangchanh Run #: 0007388	Run Date: 08/24/2014	Status: Invoiced
 ██████████ JOHNNY R \$828.00 Run #: 0005330	Run Date: 06/19/2014	Status: Review For Archives
 ██████████ MALGORZATA \$348.00 Run #: 0003752	Run Date: 04/29/2014	Status: Invoiced
 ██████████ NATHEN I \$428.00 Run #: 0004456	Run Date: 05/23/2014	Status: Review For Archives
 ██████████ MARK D \$348.00 Run #: 0009767	Run Date: 11/24/2013	Status: Invoiced
 ██████████ MARY M \$348.00 Run #: 0004426	Run Date: 05/22/2014	Status: Invoiced
 ██████████ Kristen \$348.00 Run #: 0001312	Run Date: 02/11/2013	Status: Review For Archives

By clicking on any run, you have access to the original run submission data as well as all the notes from our processing team. You can see when it's been approved for payment, when we receive the payment and know this amount will be in your next monthly check.

██████████, RODRIGO - Elgin Fire Department #0006 ██████████

Summary Information

Gross Invoiced: \$435.00
Net Invoiced: \$348.00

Insurance: State Farm (IL)
Claim Number: 133 ██████████
Invoice Number: 125900

Assigned to: Monya Status: Payment Approved

CLAIM NOTES

- i** Spoke to the adjuster - she is issuing payment. 09/04/2014 8:26 AM
- i** Called Brenda, Left a message for a call back. 08/25/2014 8:59 AM
- i** Left a vm for the adjuster - requesting a status update on the invoice 07/28/2014 12:45 PM
- Heather Wolf
12:27 PM (17 minutes ago)
i to sam
Brenda Avelar (U1DG) is the handler 630 ██████████
You should contact her. 07/28/2014 12:44 PM

Viewing or Printing Reports is Available 24/7: Fire Recovery USA offers an extensive reporting and account overview capability within our web-based recovery application, RecoveryHub. As such, your data is available to you on-demand, and can be accessed 24/7 from any internet-connected computer.

Fire Recovery USA offers training on our systems and reporting capabilities as part of the implementation process. The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Status	State	Run Date	Run Number	Created	Last Modified	Paid Date	Last Name	Insurance	Invoiced	Received	FD%
Payment Received	IL	2/6/14	1285	2/17/14	7/29/14	7/28/14	XXX	STATE FARM	1840.00	1840.00	1472.00
Payment Received	IL	12/1/13	10027	2/17/14	7/29/14	7/28/14	XXX	STATE FARM	535.00	535.00	428.00
Payment Received	IL	1/10/14	407	4/25/14	7/29/14	7/28/14	XXX	STATE FARM (IL)	435.00	435.00	348.00
Payment Received	IL	6/10/14	5028	6/26/14	7/29/14	7/28/14	XXX	CINCINNATI	435.00	435.00	348.00
Payment Received	IL	3/21/14	2592	4/22/14	8/4/14	8/3/14	XXX	STATE FARM	435.00	435.00	348.00
Payment Received	IL	1/7/14	237	2/17/14	8/5/14	8/4/14	XXX	Country Financial	535.00	535.00	428.00
Payment Received	IL	3/18/13	2321	5/1/13	8/5/14	8/4/14	XXX	SAFEWAY (IL)	435.00	435.00	348.00
Payment Received	IL	3/10/14	2242	4/25/14	8/5/14	8/4/14	XXX	DIRECT AUTO	435.00	435.00	348.00
Payment Received	IL	4/14/14	3299	5/22/14	8/8/14	8/7/14	XXX	American Alliance	435.00	435.00	348.00
Payment Received	IL	3/5/14	2110	4/22/14	8/11/14	8/10/14	XXX	STATE FARM	435.00	435.00	348.00
Payment Received	IL	5/16/13	3947	9/3/13	8/14/14	8/13/14	XXX	Cardinal	435.00	435.00	348.00
Payment Received	IL	5/31/14	4711	6/12/14	8/19/14	8/18/14	XXX	AMERICAN ACCESS	435.00	435.00	348.00
Payment Received	IL	7/8/14	5969	8/13/14	8/23/14	8/22/14	XXX	GEICO	435.00	435.00	348.00
Payment Received	IL	7/30/14	6661	8/13/14	8/25/14	8/24/14	XXX	AMERICAN ACCESS	495.00	495.00	396.00
Paid Total:									7755.00	7755.00	6204.00
Unpaid Total:									0.00	0.00	0.00
Department Total:									7755.00	7755.00	6204.00
Grand Total:									7,755.00	7,755.00	6,204.00

Collections (Optional)

If we are unable to collect on a run that we feel is a viable claim we offer you the choice to “walk-away” and list as uncollectable or turn the account over to collections.

After exhausting all efforts to resolve account balances, including sending a final pre-collection letter to the individual or insurance company requesting final payment, optionally, accounts can be sent back to the County or the designated collection agency per the County’s choosing. **Fire Recovery USA is not a collection agency and does not use “hard collection” techniques in its approach.**

Depending on the County’s preference and collections policy, we are open to working with your preferred collections agency or using our collection agency.

Payment of Runs

While payments can be received from Fire Recovery USA in a variety of ways, depending on your specific needs, typically on or before the 7th of each month, we issue a check for all payments received prior to the previous month’s cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

Some common reporting filters



Some other reports viewable on the RecoveryHub dashboard



Filter my view

- All
- Payment Received
- Payment Unreconciled
- Unbillable
- Non-Billable (Insufficient Information)
- Not Collectible
- False Alarms, Below Threshold

Order By

- Oldest to Newest
- Newest to Oldest
- Insurance
- Run #

Archived Runs 🔍 Run # or Last Name

Summary Information

Final Claim Status	# of Claims	\$ Amount	Rate
Payment Received	333	\$131,274.91	97%
Denied	12	\$4,880.00	3%
Non-Billable (Insufficient Information)	14	\$5,600.00	4%
Unbillable	182		
All	541	\$131,274.91	

Claims

Monthly Totals (Apr 2014)	This Month		Last Month		All Year	
	Claims	Amount	Claims	Amount	Claims	Amount
Claims Submitted	0	\$0.00	18	\$5,400.00	59	\$19,280.00
Payments Received By FRUSA	6	\$2,200.00	7	\$2,587.20	31	\$11,587.20
Claims Denied	0	\$0.00	0	\$0.00	0	\$0.00
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	\$0.00	0	\$0.00	0	\$0.00
Non-Billable (Other)	0	-	0	-	5	-
In Progress	0	-	14	-	32	-

Current Collection Statistics

	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$7,500.00	16	100%	\$164,093.64	333	97%
Denied	\$0.00	0	0%	\$6,100.00	12	3%
Non-Billable (No Coverage)	\$500.00	2		\$62,850.00	182	
Non-Billable (Insufficient Information)	\$0.00	0		\$7,000.00	14	

Currently In Progress

	Claims	Total
In Progress	60	\$26,600.00



Emergency Incident Recovery Forecast

While we cannot make guarantees for cost recovery, the following is an estimated forecast.

Peoria Fire Dept.

<i>Items</i>	<i>Incidents per Year</i>	<i>Percent Collected</i>	<i>Amt. Billed</i>	<i>Totals</i>
MVA (with fluids on ground)	691	90%	@ \$520 =	\$323,388
MVA (no fluids on ground)	691	30%	@ \$520 =	\$107,796
Vehicle Fires	76	20%	@ \$605 =	\$9,196
Landing Zones	0	60%	@ \$2,100 =	\$0
Fires	448	60%	@ \$500 =	\$134,400
Hazardous Conditions	434	60%	@ \$700 =	\$182,280
Special Rescue	0	60%	@ \$400 =	\$0
SUBTOTAL COLLECTED				\$757,060

TOTAL RETURNED TO THE FIRE DEPARTMENT (per year)	\$590,507
---	------------------

** Emergency Incident Billing typically takes up to two years for a full "At Plan" ramp up, therefore be advised Year 1 revenue may be as much as 50% lower than the ongoing revenues.*

** This forecast is highly dependent on the client providing adequate billing data to enable us to meet our normal collection rates. This will be reinforced during training.*

** Landing Zones only applies to temporary Landing Zone creation.*

Based on Data from: 2021
Forecast Prepared on: 6/15/22

SCOPE OF SERVICES

SCOPE OF SERVICES– The successful proposal shall provide, but is not limited to, the following:

5.3.1 The City uses a reporting system software, which the proposer must be able to convert to, or interface with, during the life of the contract. The proposer shall create and maintain interface capability to receive/obtain electronic run tickets from the existing reporting system, provide an internet-based website for claim verification, check for discrepancies to ensure all run tickets have been received, and verify that required claim information is included.

We have the ability to receive data exports of the billing data from many of today's most popular RMS Systems, including your Emergency Reporting software. The API will extract billing data from Emergency Reporting directly into our RecoveryHub site.

5.3.2 Payments and charges; cash receipts need to be mailed or sent via EFT monthly, a separate invoice MUST be sent for services, also provide detailed claim payment breakdown.

Exception: We cannot direct deposit checks into your account. We will collect and deposit all checks during each month into our escrow account. During the first week of following month, we send a check for all the monies collected the prior month, minus our fee, therefore your check is NET to you.

5.3.3 Provide all labor, materials and technology necessary to obtain missing claim information from all available sources prior to submitting through insurance or direct billing.

Confirmed.

5.3.4 Electronically file insurance claims and mail direct billing upon verification of run ticket information no later than four (4) business days after receipt of run ticket.

Not Available as information may not be available from the insurance carriers within that timeframe in order to produce a claim. Insurance carriers also do not always offer electronic claim submission.

5.3.5 Provide follow-up billing upon receipt of updated information received concerning a claim. This includes, but is not limited to, additional insurance information, change of address, or change of responsible party.

Confirmed.

5.3.6 Ability, with City authorization, to maintain and process City issued receivables for a maximum of twenty-four months following termination of the agreement and after that period to submit to the City all outstanding receivables and other City issued accounts.

Confirmed.

5.3.7 Ability to process customer inquiries with professional service by telephone, mail, fax, and Internet to customers at no charge to the customer. Proposer is to provide a toll-free customer service telephone number for customer inquiries.

Confirmed.

5.3.8 Ability to provide a minimum three-month notification to the City of any proposer system changes and reimburse the City for any necessary work that the City performs in coordination with proposer's changes to their systems.

Confirmed.

5.3.9 Ability to provide reports and feedback to City on documentation errors, customer compliments, complaints, and inquiries. Additional City- requested reports include monthly activity and cumulative to-date reporting of a consolidated aged receivable report showing the billed and outstanding amounts, a collection report with a detailed listing including a summary of billing and payment activity, a reconciliation report comparing the accounts submitted by the City to the accounts the selected proposer has billed, and with each remittance an income summary report detailing the payments and account activity included for that remittance.

Confirmed.

5.3.10 Provide options for bills with no payment activity at 120 days. Describe what happens to the account if a payment plan has been established with the patient that exceeds 120 days for non- insurance bills, and it is being met.

Confirmed.

5.3.11 Ability to comply with credit card security requirements: Selected proposer shall provide documentation that all credit card payments will be processed using Payment Card Industry Payment Application Data Security Standard (PCI PA-DSS) validated software. Proposers shall maintain the PCI PA-DSS validation during the term of the contract. For complete and current PCI DSS requirements, proposers should reference the Payment Card Industry Security Standards Council (PCI SSC) website at: www.pcisecuritystandards.org. The City will not be subjected to credit card fees.

We are PCI compliant. Approximately 95% of your payments will arrive to our office via check, however, for the 5% or that pay by credit card, you will incur a 4% credit card fees on all payments made by credit card or e-check.

5.3.12 Comply with all HIPAA and any other laws, rules and regulations.

Our Emergency Incident billing program requires no HIPAA information, and as such, no HIPAA information is collected. In addition, we have been certified by a third-party consultant as not having any exposure to HIPAA. None of the data we collect falls within HIPAA regulations.

5.3.13 During the contract period, if the proposer's systems must be redesigned or upgraded, the proposer shall provide any hardware, software and services for implementation and be responsible for the changes of interface process. The City anticipates all costs to be paid by the proposer.

Confirmed.

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of _____ (the “Effective Date”) between Fire Recovery USA (the “Company”), a California Limited Liability Company with its principal address at 2271 Lava Ridge Court, Suite 120, Roseville, CA and _____ a _____ with its principal address at _____ (the “Recipient”).

1. Purpose. Company and Recipient, hereinafter known as the “Parties,” wish to explore a business opportunity of mutual interest and in connection with this opportunity, either Party (the “Disclosing Party”) may disclose to the other Party (the “Receiving Party”), certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

2. “Confidential Information” means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples and the Disclosing Party’s plant and equipment. Confidential Information may include information disclosed to the Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Receiving Party by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to the Receiving Party by the Disclosing Party through no action or inaction of Receiving Party; or (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by the Receiving Party’s files and records immediately prior to the time of disclosure.

3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Receiving Party and the Disclosing Party. The Receiving Party agrees not to disclose any Confidential Information to third parties or to employees of the Receiving Party, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party’s Confidential Information and which are provided to the Receiving Party hereunder.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party’s proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing party in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing herein shall obligate either Party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party’s request.

8. No License. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, mask work right or copyright of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

9. Term. This Agreement shall be effective from the Effective Date written above. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

10. Remedies. The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

11. Notices. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid, to the party entitled to such notice at the address set forth herein.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of California. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Fire Recovery USA

By: _____

Name: Richard B. Benner

Title: Manager/Chief Financial Officer

By: _____

Name: _____

Title: _____

EXCEPTIONS

3.17 GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000) – Minority/Women Business Enterprise (M/WBE) Utilization – Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid.

Exception: We are not a Minority/Women Business Enterprise (M/WBE). As a California employer, we must always offer all positions to all qualified Minority/Women applicants, however, we have no documentation to demonstrate this, nor do we have specific participation goals.

3.17.1 Compliance Reporting Minority/Female Worker Utilization - The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through ePrismSoft, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must register at www.eprismsoft.com. Use the help page, which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

Exception: We are not a Minority/Women Business Enterprise (M/WBE). As a California employer, we must always offer all positions to all qualified Minority/Women applicants, however, we have no documentation to demonstrate this, nor do we have specific participation goals.

5.3.2 Payments and charges; cash receipts need to be mailed or sent via EFT monthly, a separate invoice MUST be sent for services, also provide detailed claim payment breakdown.

Exception: We cannot direct deposit checks into your account. We will collect and deposit all checks during each month into our escrow account. During the first week of following month, we send a check for all the monies collected the prior month, minus our fee, therefore your check is NET to you.

5.3.4 Electronically file insurance claims and mail direct billing upon verification of run ticket information no later than four (4) business days after receipt of run ticket.

Exception: Not Available as the information necessary to produce a claim will not be available from the insurance carriers within four (4) business days after receipt of run ticket. Insurance claims cannot be electronically filed in many cases as insurance carriers do not offer this service.

6.1.4 TECHNICAL PROPOSAL: D. Describe your method of collecting insurance data.

Exception: The client is to provide the name of the insurance carrier for each party involved when you submit the claim for processing.

ATTACHMENT A

CITY OF PEORIA PROPOSAL

The executing of this form certifies understanding and compliance with the total bid package.

PROPOSAL SUBMITTED BY:

Fire Recovery USA, LLC

Respondent

2271 Lava Ridge Court, Suite 120

Address

Roseville

CA

95661

(888) 640-7222

City

State

Zip

Daytime Telephone #

Mike Rivera

mike@firerecoveryusa.com

Contact Person

Email Address

Mike Rivera

Chief Business Development Officer

Name of Authorized Agent or Officer

Title



Signature of Authorized Agent or Officer

March 16, 2023

Date

ATTACHMENT B

REFERENCES

RFP # 19-23

Billing & Collection for Fire Department Services City of Peoria

List below businesses or other organizations for whom you have provided comparable services within the last three year:

Offeror's Name: Fire Recovery USA

Rural Metro Corporation
8465 N. Pima Road
Scottsdale, AZ 85258
(602) 489-6540
Matt Muse
matt.muse@gmr.net
3/2019 to Present

Orland Fire Protection District
9788 W. 151 St.
Orland Park, IL 60462
(708) 349-0074
Michael Schofield
m.schofield@orlandfire.org
4/2014 to Present

Waukegan Fire Department
1101 Belvidere Road
Waukegan, IL 60085
(847) 625-6339
George Bridges
george.bridges@waukeganil.gov
7/2011 to Present

City of Elgin
550 Summit St.
Elgin, IL 60120
(847) 931-6180
Robb Cagann
cagann_r@cityofelgin.org
4/2012 to Present

ATTACHMENT C

RFP 19-23 – Billing & Collection for Services for Fire Department Services

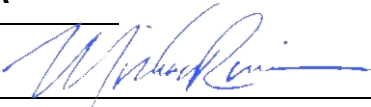
PRICING PROPOSAL FORM

I. Non-EMS Billing Services

Commission Rate: _____ **22** _____ %

Hourly Consulting Fee: \$ _____ **0** _____ /Hour

Company Name: _____ **Fire Recovery USA** _____

Signature of Authorized Representative: _____  _____

Print Name and Title of Representative: _____ **Mike Rivera, Chief Business Development Officer** _____

Telephone Number: _____ **(916) 238-8541** _____

Date: _____ **March 16** _____

This cost proposal submission is to be considered by the City of Peoria and to be the established cost for all aspects of and during the term of the agreement.
