

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
FIRE RECOVERY EMS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Fire Recovery EMS, LLC, (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2021-011 EMS Cost Recovery Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide EMS Cost Recovery Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.
 - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for three (3) years thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
 - b. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to two (2) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs for EMS Cost Recovery Services (as described in the Scope of Work) at the rates, as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after an Agreement has been in effect for three (3) years. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. Payments. The City shall pay the Contractor monthly based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise

specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the Materials or the invoice, whichever is later.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with a liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Contractor.

- E. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City’s information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City’s information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim,

\$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Fire Recovery EMS, LLC
3223 N Wilke Road
Arlington Heights, IL 60004
Attn: Justin Powell

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government,

and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any

rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2021 ("Effective Date").

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

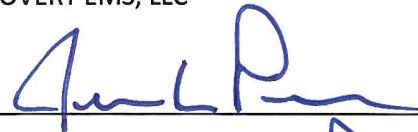
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

FIRE RECOVERY EMS, LLC

By



Print Name

Justin L. Powell

Title

VP SALES

Date

25 March 2021


EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
FIRE RECOVERY EMS, LLC

Contractor's Proposal

See following pages.

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

<u>Fire Recovery EMS, LLC</u>		<u>90 0947410</u>	
FIRM SUBMITTING PROPOSAL		FEDERAL TAX ID NUMBER	
<u>Pat Mannix</u>			
PRINTED NAME AND TITLE		AUTHORIZED SIGNATURE	
<u>3223 N. Wilke Road</u>		<u>847-507-6645</u>	<u>800-244-2345</u>
ADDRESS		TELEPHONE	FAX #
<u>Arlington Heights, IL 60004</u>		<u>11/5/20</u>	
CITY	STATE	ZIP	DATE
WEB SITE: <u>http://www.firerecoveryusa.com/ems-billing</u>		E-MAIL ADDRESS: <u>pmannix@firerecoveryems.com</u>	

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: National ___ Regional ___ Local

1b. Year Provider/Firm Established: 1995

Years of Experience providing RFP identified services/project for municipalities: 25
Year of Experience conducting Telecommunications Audits

1c. Licensed to do business in the State of Missouri: Yes ___ No

1d. Principal contact information: Name, title, telephone number and email address:

Sarah Wroblewski- COO -800-244-2345 ext. 258 -

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: 7 Individuals, one from each department

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: No

3a. Has this Joint Venture previously worked together? Yes ___ No

Although this is not submitted as a joint venture, we have included optional pricing for ESO 's Fire and EMS modules.

FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Telecommunications Audits

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Telecommunications Audits

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Telecommunications Audits

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

References

South Metropolitan Fire Protection District

Fire Chief Lee Stevens
611 West Foxwood Dr.
Raymore, MO 64083
816-331-3008
Completion Date: Ongoing
Annual Sales: \$61,211.69
Annual Volume: 2,154 billable trips
Service provided: Comprehensive EMS billing services
Firm Personnel: Sarah Wroblewski

City of Liberty

Fire Chief John Mills
200 W. Mississippi
Liberty, MO 64068
816-439-4310
Completion Date: Ongoing
Annual Sales: \$87,642.34
Annual Volume: 2,845
Service provided: Comprehensive EMS billing services
Firm Personnel: Sarah Wroblewski

Kearney Fire & Rescue Protection District

Deputy Fire Chief Mike Desautels
201 East 6th Street
Kearney, MO 64060
816-628-4122
Completion Date: Ongoing
Annual Sales: \$24,618.89
Annual Volume: 889 billable trips
Service provided: Comprehensive EMS billing services
Firm Personnel: Sarah Wroblewski

Fort Osage Fire Protection District

Fire Chief John Yocum
400 East Monroe
Buckner, MO 64016
816-650-5811
Completion Date: Ongoing
Annual Sales: \$18,154.02
Annual Volume: 970 billable trips
Service provided: Comprehensive EMS billing services
Firm Personnel: Sarah Wroblewski

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

- a. Justin Powell - VP/Director of Sales
- b. Management contact
- c. FREMS
- d. 7 years FREMS, 15 total
- e. Masters in Science & Business Administration and Accounting
- f. None
- g. Fire Fighter, Sales

- a. Brandon Shallcross - Sales
- b. Sales lead
- c. FREMS
- d. 9 years
- e. Bachelor of Arts in Business Management & Administration
- f. None
- g. Background in EMS coding

- a. Sarah Wroblewski - COO
- b. Managerial contact
- c. FREMS
- d. 16 years
- e. education: degrees/years/specialization
- f. Certified Ambulance Coder
- g. Worked in private ambulance business

Project Approach Narrative

Organizational Overview

Fire Recovery EMS (FREMS) is composed of 120 dedicated employees. Our management team consists of nine people and oversees the direction of the company. We have chosen to have a separation of duties by splitting our company into four departments. The four departments at FREMS are Data Entry, Customer Service, Account Representatives, and Cash Receipts. While some departments are more “client facing” than others, each department strives to perform unmatched work for our clients and the patients they transport. This allows for specialization and increased proficiency, but also means our clients’ financial interests are better protected. We also have numerous people working on a variety of administrative functions including sales, documentation, mail, pre-billing verification, compliance, controls, and quality assurance.

Data Entry

The FREMS billing process begins with data entry, which is performed in-house by our certified ambulance coders. Our data entry team complies with all CMS guidelines to use appropriate and correct ICD-10 codes. All patient care reports are reviewed by our certified ambulance coders. Management closely monitors the production of data entry, and work is audited on a monthly basis for quality assurance. We can provide copies of CAC Certifications as needed.

Customer Service

Customer Service Representatives are the foundation of FREMS, as we pride ourselves on being customer focused. We strive to provide world-class customer service to each client and their patients by having compassion for medical emergencies while maintaining a professional disposition. The privacy and respect of your patients’ health and financial data is of utmost importance. Protective measures are taken to verify the identity of the patient and ensure compliance.

Our multilingual staff is pleased to assist English, Spanish, and Polish speaking patients. FREMS’s Customer Service team is based in-house, offers a toll-free telephone number for patients to call with questions or to acquire information, and an answering system to receive messages after hours. Our phone lines are staffed Monday – Friday from 8:30am to 7:30pm CST. Patients’ average wait time is 18 seconds. We utilize the Mitel MiVoice Office 250 communications system. This system allows for call recording for quality control, recording pause options for PCI compliance, live call monitoring for training, messaging tools, multiple call centers, and advanced reporting of call volume and activity for performance reviews.

Account Representatives

Account Representatives are integral team members at FREMS. Account Reps directly contact designated personnel with regard to patient affairs or client questions, as needed. One priority is to guarantee that claims are being paid in a timely manner. Account Reps contact insurance providers as necessary to check on a claim's status, resubmit a claim, or to dispute a denial.

Our goal is to maximize revenue; therefore, FREMS will not accept initial denials. Employees will take all necessary steps in the denial process including, but not limited to, examining denial codes, verifying primary payer and eligibility, examining coverage, resubmitting claims with corrections (as necessary), and billing secondary or tertiary insurance providers as applicable. If a claim is denied our staff is knowledgeable and experienced at handling appeals and will continue after the first appeal stage to aggressively pursue payments on claims. The patient is notified of any problems that we encounter with their insurance carrier so we may work together to successfully settle the claim. As many patients are unfamiliar with the insurance industry, we feel it is important to assist them in each stage of the appeal process. We find it to be beneficial to our clients to take a claim further than one appeal.

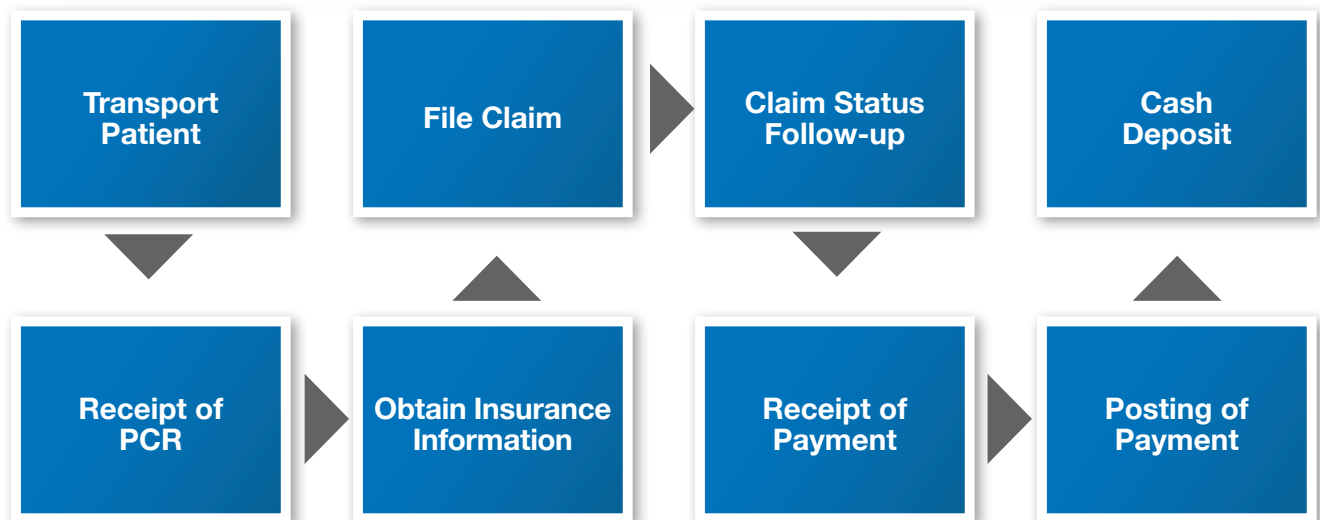
If the claim cannot be approved due to lack of coverage, Account Reps will contact the patient to obtain a method of payment or schedule installment payments. These accounts are then audited monthly to ensure patients are paying the amount arranged. All attorney and bill requests can be managed by your Account Representative.

Cash Receipts

Our cash receipts team files check stubs, bank receipts, and batches on a daily basis. This allows them to prepare daily cash journals according to each department's guidelines and prepare the appropriate deposits. After payments are posted, a deposit slip and cash receipts journal are created and reviewed for accuracy. All payments are made payable to our clients and sent to the address of their choosing. Most clients wish to have their payments automatically deposited, via Automated Clearing House, in the bank of their choice, but some have deposits mailed directly. Our cash receipts team is happy to comply with whatever system the client desires.

The four distinct departments at FREMS collaborate to ensure efficiency and customer satisfaction. We are experienced in wide ranging call volumes and scopes of service. FREMS partners with a variety of EMS providers from large municipal fire departments to rural fire departments, small fire districts, and private ambulance services.

The Billing Process



Data Exchange

FREMS currently supports data exchange of Protected Health Information (PHI) electronically through a secure website by XML and/or PDF file, fax, encrypted email, US mail, or UPS delivery. Data exchange is done at your discretion. We are able to seamlessly integrate all NEMSIS compliant patient care reporting systems, including, but not limited to ESO and ImageTrend.

Insurance Discovery

It is an industry challenge to collect adequate patient information during the time of service. Sometimes the patient name, date of birth, Social Security Number, etc., are incorrect or unavailable, causing inaccurate billing and inability to match records with hospital face sheets. With that in mind, our development team built an application to combat the problem. It is a data management tool that scans the data base for matching patient information. It is a more efficient process and one of the many innovative solutions that makes FREMS a premier billing service.

Hospital Information

We have relationships with many hospitals wherein we are allowed to access or receive patient billing information. The ability to obtain face sheets from receiving hospitals is invaluable. It enables us to bill insurance carriers immediately, or identify uninsured patients and contact them to establish a payment plan. In addition, it helps us to be timely in filing claims, while increasing payments and decreasing denial rate. Lastly, we obtain a lifetime signature from patients, therefore, there is no need to re-contact them if they are transported in the future. FREMS already has great relationships with many of the City's destination hospitals due to our strong client base in the area.

Payor Logic

There are occasionally challenges in checking deductibles, proving medical necessity, and obtaining prior authorizations. Not to mention, insufficient information leads to delayed payment for claims and an escalating number of receivables. When one of these instances occurs or the patient does not provide insurance information, we can utilize Payor Logic.

Payor Logic improves collections of self-pay receivables through data mining and proven actionable analytics. From verifying demographics to scrubbing self-pay and finding active insurance coverage, Payor Logic delivers adequate data and workflows to increase cash, maximize reimbursement, and resolve patient balances, including self-pay. Through Payor Logic our customers have seen up to a 12% increase in revenue, fewer write-offs, less returned mail, lower costs, and an overall more streamlined process.

EMS companies write off millions of trips annually because they lack adequate information and can't afford to chase down difficult payers. Payor Logic plugs cash flow leaks by gathering more complete and accurate demographic and insurance information for every trip, resulting in a 6:1 return on investment and fewer write-offs. Payor Logic finds millions of dollars for EMS providers.

Claim Submission

Prior to submission, ESO Billing scans all electronic claims to ensure that pertinent information is not missing or invalid. This audit system enables us to review claims for duplication and/or accuracy before they are submitted, thus reducing the denial rate and increasing cash flow. We submit all Medicare and Medicaid claims electronically in ANSI (American National Standard Institute), HIPAA compliant, and encrypted format. Private insurance claims are also encrypted and submitted electronically on a daily basis through Waystar, which is a clearinghouse for all private insurance claims.

We check eligibility and claim status using many web based insurance research tools: Waystar, NEBO Systems (eCare), Connex, OptumHealth, Availity, Forward Health, and others.

We utilize Waystar for all patient correspondence delivery services. Invoices are completely customized to meet your expectations. We can add any information to an invoice that you'd request (view Invoice section of proposal for more details). If we are unable to obtain third party billing information for the patient, we initiate the private pay billing process. Prior to the mailing of the invoice, all addresses are electronically reviewed for accuracy. Non-standard addresses are returned automatically with the USPS return code, and we would follow up with the hospital and/or hospital face sheet to verify and resend the bill. For any "forwardable" address changes, USPS will provide the changes electronically. Lastly, outgoing mail goes through a National Change of Address link, which locates change of address and identifies "moved left no forwarding address" and that new information is returned to us electronically, as well.

If we do not receive positive results, we utilize the following outside agencies to obtain proper billing information:

LocatePLUS is a web-based investigative search option that utilizes far more avenues than the typical billing company is willing to explore. Their skip tracing software contains billions of current and historical, cross-referenced public records to ensure your search is done right the first time. LocatePLUS serves investigators, legal, process servers, bail bondsmen, recovery, collections, finance, security, government and law enforcement to ensure they can locate anyone, anywhere.

LocatePLUS is a SaaS-based investigative solution that uses cloud computing and proprietary search algorithms to deliver the most complete searches and comprehensive investigative reports in the industry.

Investigators and skip trace professionals have instant access to billions of online public records to conduct person, phone, address, email, social security, civil records, criminal background, and motor vehicle searches. This information can be used to locate individuals, assets and witnesses; verify identities; and check court records. LocatePLUS provides public and non-public information to those entities who qualify to receive this information under governing laws and acts, including the Gramm-Leach-Bliley Act, and IRSG Principals.

Collection Process

Collection percentages and collection success are monitored closely by upper management for all of our accounts. We view current progress by tracking the wealth of quality data which resides in our software. That data is compared to all known historical data from previous years and/or previous billing companies, when applicable. Collection data is broken down in many ways, but one of them is by payor type. We have increased revenue for every billing customer we have obtained. This is true for accounts that we have taken over from internal billing programs and from other outsourced companies. FREMS has a long history of proven success, which is why we always carefully monitor collection data and compare it to known benchmarks. We want to continue that same success for many years to come and will use every tool at our disposal to make it come to fruition.


On a monthly basis, FREMS monitors all third party collection agency activities to identify any anomalies. On a monthly basis, FREMS will monitor the performance and benchmarks of all billing claims. At the end of the month, clients will receive one check for all credit card payments processed within the month. Clients are not charged any processing fees.

All payments are made to the provider and sent to the bank account and/or address of their choice. We recommend sending payments to our PO Box to be processed and deposited electronically into a custodial account. We currently support deposits via ACH (Automated Clearing House). Within three business days, we send an electronic ACH to the bank account of your choice for the total dollars deposited/posted. This process eliminates the need to send checks through the mail and/or UPS, decreasing the likelihood of payments being lost in transit and increases timely deposits. This deposit/transfer would be done at your discretion. You would receive cash receipts/deposit reports to verify monies deposited and how the payments were applied. All payments and EFT's are posted on a weekly basis. ACH deposits are made on the 15th and last day of the month. At month end, each account is reconciled to ensure all monies deposited have been posted. If this process is unsatisfactory, FREMS can work with you to establish a cash receipts process that meets your needs. Our credit card portal is WCAG 2.0 Compliant at the AA level.

Refund Process

Should it be determined that a refund is due, we review the payment history of the account and pull pertinent explanation of benefits and payments. Refunds will appear on the weekly and/or monthly cash receipts reports that the Department will receive. FREMS will forward a Refund Request, with supporting documentation to the Department, who will, in turn, issue the refund check. If this process is unacceptable, a customized refund procedure will be implemented.

Below is our online Portal for Patients to provide Insurance Information. Patients can also share third party billing information via our convenient patient portal. Direct address is provided in each invoice.



English ▾

Insurance Billing Information for Ambulance Transport

To make an online credit card payment go to <https://usapayx.com/insupdate>

STEP 1
PATIENT INFORMATION

STEP 2
INSURANCE INFORMATION

STEP 3
CONFIRM YOUR INFORMATION

Safe & Secure

If you would like to pay with a credit card or set up a payment plan, please call (800) 244-2345 between 8:30 AM - 7:30 PM CST Monday through Friday.

Information with * is required

RUN NUMBER *

DATE OF SERVICE *

(ex. 12-3456789)

(ex. 01/01/2013)

Your Run Number and Date of service can be found on your invoice.

PATIENT INFORMATION

FIRST NAME *

LAST NAME *

ADDRESS 1 *

ADDRESS 2

CITY *

STATE * (IL)

ZIP CODE * (ex. 60101)

PRIMARY PHONE NUMBER * (ex. 630-555-1212)

Insurance Billing Portal

CREDIT CARD PROCESSING

Patients are also able to contact us through our website (www.insupdate.com). Patients can send us their insurance information or contact us with any questions. All major credit cards are accepted over the phone or through our online portal. Patients can always choose to pay via check as well.

Patient Logs In to Credit Card Portal

1. To pay by credit card the patient would visit <https://www.insupdate.com/> and message will appear: To make an online credit card payment go to <https://usapayx.com/insupdate/>
Website www.insupdate.com appears on insurance request forms. Patient clicks on credit card portal site.
2. Patient enters run number, zip code and last name of patient. Continue.
3. Account balance will appear. Patient has the option to pay full amount or partial payment. Several fields need to be populated (credit card number, expiration date, security code, cardholder address, etc.)
4. Once all is completed – next screen to confirm payment and then submit. A receipt will appear with confirmation number or a message card did not process (decline).
5. Following business day, all credit card payments are retrieved from credit card portal and posted to patient accounts.
6. No credit card numbers are stored in the credit card portal.

Patient Contacts Billing Office

1. Customer service opens account through billing software. Confirms account balance after verifying HIPAA requirements.
2. Credit card portal is opened and representative enters run number, zip code and patient last name in credit card portal.
3. Amount to be paid is verified. Option to have receipt emailed can be populated. Credit card information is entered and remaining fields are completed.
4. Next screen confirms the payment amount. Representative confirms amount and submits for payment.
5. Confirmation of payment and/or decline will appear. Confirmation number appears and receipt can be mailed to patient if requested.
6. Following business day, all credit card payments are retrieved from credit card portal and posted to patients accounts
7. No credit card numbers are stored in the credit card portal and/or by billing office.

Compliance

FREMS strives for perfection with all facets of compliance. By partnering with the American Ambulance Association, Page, Wolfberg, & Wirth, and many other State Fire and EMS organizations, FREMS remains current with industry standards and legal issues regarding EMS billing. We have partnered with nationally acclaimed accounting firm, Sikich, to oversee system security, the key card and video recording systems, and log on records. They also provide SOC I Type II penetration testing. FREMS employs a full time compliance officer to monitor employees and management and ensure all procedures are satisfactory.

We are fully staffed to absorb the volume which this contract requires. Our quality assurance processes involve complex systems, involving both regular (internal and external) auditing and the fundamentally superior design of our billing software to make it so a claim is never “able to fall through the cracks.” Every department is audited on a monthly basis for quality control. We hold our customer service representatives, data entry staff, and cash receipts department professionals to the highest of standards. Audits are reviewed, with our employees, so that we may cultivate an environment that allows us to immediately share feedback, guidance, and praise. Externally, we are audited with routine frequency by many of our clients (or their agents) and Sikich LLP, an independent accounting and advisory firm.

It is of utmost importance to FREMS to comply with the following and more:

- **SOC I Type II – Annual Report Available Upon Request**
- **HIPAA/Red Flag Rules**
- **BAA**
- **Medicare**
- **Medicaid**
- **PCI**
- **Identity Theft Prevention**
- **Record Confidentiality**
- **Fair Credit Reporting Act**
- **Fair and Accurate Credit Transactions Act**
- **508 compliance**
- **WCAG 2.0 Compliant at the AA level**
- **Generally Accepted Accounting Principles**

Our employee handbook is available upon request. New employees are subject to the following screenings prior to employment:

- **Drug Screening**
- **E-Verify**
- **National Criminal Index Search**
- **Social Security Number Tracing**
- **Educational Background**
- **Current Employer Check**
- **Criminal Report**
- **Employment History**
- **Contact of Two or More References**

In compliance with HIPAA Privacy Rule 164.530(c)(1), we will comply with all state, local and federal regulations for the implementation of security measures. Our HIPAA Compliance Officer maintains our internal educational and compliance training programs, ensuring all compliance measures are met. All employees sign a verification of our initial training sessions and these forms become part of our internal employee files. Confidentiality of all ambulance reports and subsequent invoices are of critical importance. Our policy manual states this in an explicit manner. All new employees are informed of this in detail. We release no information without HIPAA authorization executed by the patient.

There are many independent audits in place to verify that all practices are sufficient. Employees receive rigorous training and continued education, and processes are well defined for utmost compliance. Copies of any of these policies are available upon request.

FREMS employs proficient and efficient individuals. 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 FREMS has developed to examine computer competence, language skills, and customer service. Upon hiring, new team members are paired with experienced staff members for intensive side-by-side training.

Records Management & Document Destruction

FREMS uses a document and records management, and document imaging software program called Laserfische. Rather than using paper copies and physical file cabinets, this digital storage system allows for a cleaner and simpler way of maintaining files. Laserfiche allows us to scan all insurance request forms, EOB's, ambulance reports, patient signature forms, correspondence, and payments network, which creates less chance of human error, and simplifies the exchange process between us and you. Not only can we respond to all client inquiries the day they are requested, but also this method of records management allows us to keep records beyond the required minimum length of time. Laserfiche optimizes time and cost, and improves quality of work.

In compliance with HIPAA regulations, we employ Shred-it to carefully dispose of all of our paper refuse. Shred-it is one of the leading document destruction companies and is certified by the National Association for Information Destruction. With tamper proof containers on site, and regularly scheduled disposals, all patient information that arrives via paper means is securely destroyed by the best in the business.

Reporting

Fire Recovery EMS uses an award-winning custom report design application. There are many accounting and service oriented reports that can be generated for you. There are numerous variations of reports with different methods of sorting (e.g. response time, payer types, number of invoices produced, etc.). These can be produced for any time period specified. We can provide other specialized reports upon request. The following are typical reports that would be sent to you each month:

Aging Reports

An aging report is run on a monthly basis. This report details the status of all outstanding claims/accounts, including private pay, Medicare, Medicaid, and private insurance.

Credit Reports

Credit reports detail the total amount of monies collected, refunds processed, adjustments, and write-offs for the month. It also details the total amount collected from Medicare, Medicaid, private insurance, and private pay. Multiple parameters can be chosen to separate data required for the City.

Trip Detail Reports

A trip details all transports billed for the time frame requested. This can be sorted by date of service, pay source and patient. A ticket survey can be done in detailed or summary format.

These reports are sent to the client via our secure email system. Contractual allowances can be displayed separately from regular write-offs. We also have the capability of supplying these reports in xls, txt, and pdf format. Additional reports will be sent upon request. All required reports shall be provided on the schedule that is desired. The client is free to change its mind about which reports are wanted in the future as well. Reports can be added, altered, or removed without issue.

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
FIRE RECOVERY EMS, LLC

Scope of Work, Clarifications and Negotiated Items

The City of Lee's Summit is seeking a complete response from vendors to perform billing, processing and collections of EMS fees and data. Contractor will be responsible for the automated billing, processing and collection of EMS fees and data. Contractor must demonstrate that they have the ability to successfully and efficiently transfer data from the City's ePCR system in order to provide accurate and appropriate billing services.

Contractor must demonstrate an ability to clearly delineate and operate a failsafe Data Recovery Project Plan should disaster or other unanticipated down time occur. Further, Contractor must provide detailed information describing the information technology that would be employed including, but not limited to, hardware, software, database, security, and network infrastructure.

Contractor must demonstrate and describe its plan for achieving compliance with the Transaction and Code Set, Security and Privacy regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act (HITECH) Patient Protection and Affordable Care Act of 2010 (ACA) and other health care privacy requirements as may be required.

Contractor must demonstrate established relationships with healthcare and insurance providers to ensure timely collection of relevant insurance information. Contractor must be able to contact local hospitals to obtain necessary billing information. An ability to directly download data files from these providers is preferred to collecting face sheets from hospitals. The production of various management reports including, but not limited to, those described herein is an expected service. Firms are to utilize Form 5: Project Narrative to address compliance to the listed "Required Features" below.

Requirements

The City's Finance Dept. will be responsible for program administration and oversight, entry of incident/run specific data necessary for billing purposes and the maintenance and operation of a credit card payment system with an appropriate financial institution.

Contractor Requirements

Contractor will be responsible for providing all services requested in the RFP. The services will include, but are not limited to: data collection processing; management information; security; insurance; the provision of all needed equipment and connectivity; computer program and system hardware; incidental supplies; personnel; administrative and management support training; all electronic billing and collection activities including the gathering of pertinent insurance data from various providers and locating and billing EMS service recipients; responding to all fee/program related inquiries and correspondence; postage; incident data exchange between the City of Lee's Summit and Contractor. Contractor will be responsible for the provision and maintenance of all equipment, hardware and software (including all updates) associated with their billing and collection process.

Contractor is expected to support EMS management through: electronic EMS billing, collection and processing services; secure up-to-date, on-line inquiry; reporting and analysis capabilities compatible with an aggressive, performance-oriented management approach maximizing net revenues and productivity; the creation of custom, user deferred queries. Contractor must supply reliable telephone support services, with a toll-free (e.g. "800") number, for both the City and individual citizens.

Contractor must ensure complete and uninterrupted flow of service via backup systems and Data Recovery Project Plan and System should a disaster occur. Contractor must include a copy of this plan and/or specifications of this system in the response. All billing and collection systems must conform to all federal/state guidelines for Medicare and Medicaid programs as well as applicable local laws, regulations and reporting requirements of the State of Missouri. Contractor must have the ability to maintain records on database to meet the federal and state medical record retention rules which is currently six (6) years.

Contractor must provide the necessary billing personnel, at the specified times and places, at all times during the contract period. This would include customer service availability for 9 consecutive hours, Monday through Friday (7:30 am to 5:30 pm CST).

Services Description

Contractor shall provide electronic billing, collection and processing services for EMS transport through timely controlled collection processing and reconciliation. The Contractor must deposit receipts daily in demand accounts owned, controlled and designated by the City and in a manner subject to the direction of the City of Lee's Summit.

EMS payments collected by the Contractor may include service charges and/or convenience fees when payment is rendered with a debit card or credit card. These fees must be remitted to the City the following business day of the collection. Applicable service charges or convenience fees will be applied to payments collected as instructed by the City.

Contractor will monitor all billing and regulatory changes impacting reimbursements and adjust system to ensure regulatory compliance; update the City of such changes with an explanation of how it will affect the City and its customers.

Operations of Electronic Billing

Billing Services provided will involve the rendering of bills, full and accurate management of accounts receivable and maintaining auditable books and records. Contractor will also be required to provide monthly management reports to the Finance Department summarizing the performance of billing operations. The City shall have the ability to customize billing forms and follow-up letters per City requirements.

Collection Services

Contractor shall collect all applicable and appropriate fees consistent with the City's billing and collections, policies, rules and regulations as set forth in writing by the City of Lee's Summit. The Contractor's activities shall conform in all respects to all federal, state and local laws, ordinances and regulations. Contractor shall propose procedures for the collection of EMS fees, including dealings with third party payers. Copies of notices utilized in other municipalities by the Contractor should be provided with the proposal. Contractor shall provide a toll-free telephone number for purpose of answering citizen and City inquires.

Continued collection efforts should be made for 120 days when otherwise deemed workable. The City currently is not utilizing a separate collection agent. However, the City reserves the right to initiate a delinquent payment collections program at a later date. Also, the City intends for the Contractor to report past due balances to at least one of the 3 major credit reporting agencies.

Collection Responsibilities

Contractor will be required to operate an Electronic Billing and Collection System for all EMS related accounts. All Clean Claims shall be filed promptly. A Clean Claim shall be defined as a patient care report that is substantially complete and for which all data reasonably necessary to submit a claim to the appropriate payer are completed. Contractor shall file 90% of all Clean Claims within seven (7) days of receiving the transport/treatment data. Patient care reports that do not meet the definition of Clean Claim hereunder shall be identified and the Contractor shall initiate follow-up with the appropriate City personnel, as designated by the City within seven (7) business days of receiving the transport data.

Contractor shall review the City's EMS billing charges, at a minimum on an annual basis, and make charge recommendations to the City. In the event that the City charges for any services, including one or more level of service base rates and/or mileage rates shall fall below the Medicare-approved charge or fee schedule amount for such service, the Contractor shall notify the Finance Department immediately.

Payment Processing

Contractor shall provide information regarding payment gateways and major clearing houses used. Contractor shall describe their procedures for the processing of payments for EMS services. Such procedures shall include but not limited to:

- Data Input
- Ability to identify payment source (i.e., Medicare, Medicaid, Third Party, HMO, etc.)
 - Encoding accounts using current methods required by insurance carriers for medical claims and standard transactions and code sets as required by applicable HIPAA regulations
- Batch controls for checks, notices and correspondence
- Verification of check amounts
- Microfilming/scanning procedures
- File updating
- Unapplied payments
- Identification of underpayments and overpayments
- Refunds of credit balances due to overpayment
- Administrative fees
- Uncollected checks
- Ability to handle credit card and electronic payments
- Installment payments
- Ability to protect the privacy and security of protected health information (PHI), as required by applicable HIPAA regulations
- Ability to bill in accordance with the Medicare ambulance fee schedule

Contractor shall post all payment to accounts and process refunds and adjustments in a correct and timely manner in accordance with applicable laws and as approved by the City. All credit card transactions shall also be processed in the same manner. Contractor shall provide a detailed bill to the City on a monthly basis.

The Finance Department must have the ability to do on-line inquiry, hard copy listing and updates (95% availability). Access must be by each and all of the following: EMS user name, EMS user address including mandatory zip codes, date and time of service, Medicare number, Medicaid number, EMS incident number, Med-Act unit number, insurance number and social security number. If such is not possible, then the Contractor shall deliver such reports to the City on an agreed upon basis.

Management Reports

Contractor willingness and flexibility to develop unspecified reports is an essential consideration in the evaluation of the proposal. Address in your response any additional reports that can be provided including the potential of providing the monthly State of Missouri EMS data reports. Detailed reports of individual accounts or transactions that support the above data should be available upon request for such purposes as audits or the write-off of delinquent accounts.

Contractor shall develop and implement a means to comport with auditing mandates to reconcile and verify number of runs, number of transport and mileage data. As described more fully below this includes, but is not limited to: an acceptable receivables report: an aging report of the receivables that shows the following categories 0-30s day old, 31-60 days, 91-180 days, and greater than 180 days; monthly activities report, and monthly deposit summary.

Other Minimum Reporting Requirements may include:

- Report of Transports and Services Received and Billed
- Report of Collection Activities

- Invoice Reports
- Contractor Activity Analysis Reports
- Medicare/Medicaid Activity Report
- Monthly Account Receivable Report
- Third Party Payers Activity Report
- Other Statistical Reports & Patient Care Reporting

If the Contractor feels that reports other than those listed in the request would be useful to the City in monitoring/evaluating the City of Lee's Summit EMS service, please include a description or a sample of those reports.

Compliance Audits

The City reserves the right to retain an independent contractor to audit the records of the Contractor to ensure compliance with local, State and Federal laws. The audit will be conducted using a random sampling of cases; such sample will be statistically significant. Contractor will provide access to all records necessary to conduct the audit. Lastly, Contractor will provide, at their expense, an annual Service Organization Controls (SOC1 Type 2) report and a gap letter to the City of Lee's Summit.

Implementation/Work Plan

Contractor shall submit a detailed plan and timeline for implementation of the electronic billing, collection, processing and personnel training tasks. The plan should include an implementation schedule that includes the following:

Timeline for sending collections. A timeline for sending collection letters and for making telephone calls.

Project management controls and standards. Project management controls and standards, including sample management reports incorporating the requirements listed under Minimum Reporting Requirements, and a discussion of the Contractor's plans to protect the confidentiality of patient records and financial information.

Extent of knowledge of Medicare/Medicaid policies and procedures. Extent of knowledge of Medicare/Medicaid policies and procedures as related to medical patient expense reimbursement, assignment of claims, itemized claims processing, duplicate payment processing and refunds. Provide a description of ongoing staff training programs to keep current on changes in industry standards, billing and collection regulations. Discuss the importance of complying with Medicare/Medicaid policies, procedures and directives. Describe, in detail, the Contractor's corporate compliance plan and demonstrate its adherence to the OIG's "Compliance Guidance for Third Party Medical Billing Companies, 63 FR 70138; (December 18, 1998) and the Contractor's process for screening employees and subcontractors, including periodic screening against the OIG's List of Excluded Individual/Entities (LEIE). Firms shall provide a list of past/present penalties/findings (if any) and their resolution.

Description of procedures for collecting Medicare/Medicaid insured accounts. Description of procedures for collecting Medicare/Medicaid insured accounts, as well as the handling of the unpaid portion of the Medicare/Medicaid bill and the Firms response to rejected claims.

Description of procedures for data interchange. Description of procedures for data interchange with City healthcare providers and those in other counties, regions and states for insurance billing information acquisition.

Description of procedures for collecting. Description of procedures for collecting Third Party Payer/Self Pay accounts, as well as the Firms response to rejected claims.

Plan for achieving compliance with the HIPAA security transaction and code. Firm will describe its plan for achieving compliance with the HIPAA security transaction and code set (TCS) and privacy regulations, including its use of HIPAA-compliant software and the implementation of forms, policies and procedures to achieve HIPAA privacy compliance.

CLARIFICATIONS

1. How quickly are the customers' payments posted to the customers' accounts based on when received by vendor? **We can post payments weekly, bi-weekly or monthly based on your preference.**
2. Are there any differences in fees or charges if the City receives all payments vs both the City and vendor receiving payments from customers? **No, there would be no change in our fee.**
3. How frequently and how fast are funds transferred to the City if the vendor is receiving payments on behalf of the City? **We can post payments weekly, bi-weekly or monthly based on your preference.**
4. Describe the reconciliation process if the City receives all payments. Also, if payments are received by both the vendor and the City. **If the City receives payments, you would forward copies of checks and EOBs to us and we would post these payments as copies. During our Account Review process, if we are missing a payment, remittance advise or check, we would be informed by payer of the check #, amount, where it was mailed, and whether it was cashed. We would then reach out to the City to verify prior to posting the payment.**
5. If the customer pays with a debit or credit card, what card fees are charged or passed to the customer or to the City? **A \$5.95 flat fee is charged to the patient/patient's family. No charge to the City.**
6. Are any fees charged for the use of an HSA card? **No.**
7. Do you allow customers to pay via e-check? Is there a fee to the customer or to the City for an e-check? **Yes, we do allow for e-check payments. No, there is no fee to the patient or City for e-check.**
8. Define how you calculate the percentage of your fees that you charge the City for your services. (Please provide an example of a specific calculation method.) **We charge a flat rate percentage based on the payments posted during the prior month minus refunds. For example, if \$100,000.00 were posted and \$1,500.00 was refunded in December, we would bill the applicable percentage of \$98,500.00. We would remit an invoice to the City monthly for our fees.**
9. How are returned checks handled? Card chargebacks?
Return checks – If the City is set up with ACH with us, we will receive the return check information – we will post the negative payment and bill accordingly. If the City is a bank deposit, you receive the information. The City would need to provide us with the return check information. The following is info on patient versus insurance return check:
 - **Patient's check returned for NSF – we reverse it out and bill the patient**
 - **If it's an insurance check that had a stop payment issued – we (Cash or Account Rep) will follow up with the carrier to find out the issue – then rebill or bill accordingly**
Card chargebacks – When an overpayment is identified and the payment was made via credit card, we will credit the patient's card back instead of processing a physical refund request. Chargebacks are done weekly – every Friday.
10. Regarding training classes that you offer, would any of these qualify for continuing educational credit for our employees? **To date, we have not submitted any of our offered trainings to obtain qualification for continuing education. EMTs/Paramedic typically don't get continuing education credits for billing information. Most operating hospitals have their own requirements for HIPAA training for EMTs and Paramedics. We would, however, be open to submitting any of our training to see if it would qualify for continuing education credits.**
 - a. How often are training classes offered? **As often as desired/needed. We also have a recording of the training that we can send.**
 - b. Is the training in-house or webinar format? **We've done both, but typically start with offering webinar, especially recently with COVID.**

NEGOTIATIONS

1. Fire Recovery's fee of 3.95% is locked in for a 3-year initial contract term with two (2) additional one-year options for renewal.
2. The contract start date will be July 1, 2021.
3. Fire Recovery will ACH Payments weekly.
4. The City will continue to accept payments in-house. Notification will be sent to Fire Recovery via their secure PGP email when payments are received. Additionally, we will provide details of payments made directly to the City via their encrypted portal on at least a weekly basis and request that Fire Recovery posts them to accounts within 3 days of notification.
5. The City will use Fire Recovery's CC Portal/Process for credit card transactions. Patients will be charged a \$5.95 fee for credit cards only. HSA and E-Checks will not be charged.
6. Fire Recovery will not be issued a Purchase Order. The City will pay by invoice once received by Accounts Payable.
7. City agrees to Customer Service Representatives hours will be between 8:30 am – 7:30 pm CST.
8. It is understood that this contract will not include Collection Services.
9. Required Insurance covered, as stated in the RFP, will remain unchanged.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
FIRE RECOVERY EMS, LLC

Fee Proposal

FREMS offers: Pricing for full service EMS billing at 3.95% of all dollars collected.

Cost Proposal

FREMS offers:

Pricing for full service EMS billing at **3.95%** of all dollars collected.

Or

Pricing for full service EMS billing and ESO's platform (per the attached quotes) at **5.95%** of all dollars collected.

There are no hidden or additional fees. We appreciate the opportunity to provide this proposal. Please feel free to contact us with any questions or concerns.

Acknowledgments

WE HAVE RECIEVED ALL ADDENDA POSTED BY THE CITY.

Sincerely,



Patrick J. Mannix
Owner/CEO
Fire Recovery EMS, LLC
3223 N. Wilke Rd.
Arlington Heights, IL 60004