



We appreciate this opportunity to respond to The City of Taylor request for proposal for Billing for Services. Revenue Rescue L.L.C. was created exclusively for the purpose of providing Professional Billing services to the fire department community with a emphasize on maximum revenue recovery.

Revenue Rescue L.L.C. was formed in May 1999. This was followed by a full year business model and computer software development project. The founders' of Revenue Rescue L.L.C. bring a 20-year history of EMS, fire service, collections, compliance and computer development that was responsible for the management and collection of 10's of millions of dollars to the services required to make all of our customers happy. In May 2000 we began providing revenue recovery services.

Our current computer system can provide each and every report listed in the RFP and because we are the owners as well as the developers of the software it is not likely that your future data requirements can not be met.

Our commitment to each department is to collect the maximum amount of revenue while being compliant with the views and concerns of the department as a whole. The service you provide in your community should be enhanced with professional revenue recovery and not hindered. Each of our departments has a specific set of guidelines we follow and if any questions arise we contact that department for further guidance to insure we do not create any negative impact with the community you serve.



SCOPE OF WORK TO BE PERFORMED

The scope of this project is to maximize the revenue recovery for the City of Taylor Fire Department specific to the fire and EMS services provided by the department by using proven methods of recovery. The intent is also to minimize any negative impact on the City of Taylor while being compliant with the City of Taylor ordinance number 2003-34 and all other regulations pertaining to revenue recovery.



Co-Founders Experience: John M. Lewis

- 19 years software engineer
- Application development for small, medium and Fortune 500 companies
- Extensive Database Design:
 - Insurance
 - Manufacturing
 - Membership Associations
 - Banking
 - Demographics
 - Order Entry
 - Ambulance billing*
 - Electronic Insurance claim Submission*
 - Both emergency and non Emergency Communication software*

Co-Founders Experience: Rick Branning

- 19 years of managing a large medical accounts receivables system
 - Compliance management*
 - Regional Accounts receivable management*
- 20 years of providing emergency medical care
- 10 years as a volunteer fire fighter and EMS first responder
- 15 years of fire communications management



References with Revenues and Services provided

Travis County E.S.D. No. 2

P.O. Box 1256
Pflugerville, TX 78691
Travis County
Ron Moellenberg, Fire Chief
(512) 251-2801
Email: RMoellenberg@pflugervillefire.com

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, hazmat services and medical first response.

City Of Georgetown Fire Department

P.O. Box 409
Georgetown, TX 78627
Williamson County
Laura Stofle, Fire Administration
(512) 930-3606
Email: lhstofle@georgetowntx.org

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, hazmat services and medical first response.

Travis County ESD No. 6

15516 General Williamson Dr
Austin, TX 78736
Travis County
Bruce Watson, Fire Chief
(512) 266-2533
Email: chief@hbfd.net

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, hazmat services and medical first response.

Alvin Volunteer Fire Department

P.O. Box 715
Alvin, TX 77512
Brazoria County
Rex Klesel, Fire Chief
(281) 331-7688
Email: dhughes@cityhall.cityofalvin.com

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, and hazmat services.

Bulverde Area Volunteer Fire Dept.

P.O. Box 92
Bulverde, TX 78163
Comal County
Charlie Ivy, Chief
(830) 980-3883
Email: cai3301@msn.com

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, and hazmat services.

Potter County Fire And Rescue

2301 East Willowcreek
Amarillo, TX 79108
Potter County
June Cartwright, Fire Administration
(806) 383-3373
Email: alamacartwright@co.potter.tx.us

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, and hazmat services.

Liberty Hill Volunteer Fire Dept

P.O. Box 443
Liberty Hill, TX 78642
Williamson County
Leslye Pogue, EMS Coordinator
James Pogue, Fire Chief
(512) 515-5165
Email: LHVFD@EV1.NET

Services provided: Billing and cost recovery of collisions, vehicle fire, commercial structure fires, rescue services, hazmat services and medical first response.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

CRC
P4SC DATE
06-06-200

PRODUCER
NIEMAN HANKS PURYEAR PARTNERS/PHS
812749 P:(866)467-8730 F:(877)905-0457
P. O. BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
REVENUE RESCUE, LLC.
PMB- 339 12407 MOPAC EXPRESSWAY # 100
AUSTIN TX 78758

INSURER A: Hartford Lloyd's Ins Co
INSURER B: Hartford Underwriters Ins Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	65 SBA PU7501	02/04/05	02/04/06	EACH OCCURRENCE \$1,000,00
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Business Liab				PERSONAL & ADV INJURY \$1,000,00
					GENERAL AGGREGATE \$2,000,00
					PRODUCTS - COMP/OP AGG \$2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65 WEC KU9025	05/14/05	05/14/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$100,000				
	E.L. DISEASE - EA EMPLOYEE \$100,000				
					E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Re: Billing for Fire Services RFP05-012

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

City of Taylor
400 Porter Street
Taylor TX 76574

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
R. O. [Signature]

FIRE DEPARTMENT REVENUE RECOVERY SERVICES BILLING AGREEMENT

This agreement is made and entered into this ___ day of _____ 2005, by and between Revenue Rescue, L.L.C., a Texas limited liability corporation (hereinafter called the "Service"), and the _____, Texas (hereinafter called the "Provider"), who agree as follows:

I. Definitions - When used in this Agreement, the following terms shall have the following meaning:

"Accounts Receivable" means unpaid bills for the following services rendered by the Provider:

- 1) Fire Protection and Suppression Services, Motor Vehicle Accidents;
- 2) First Responder/ EMS Services (non patient transport).

"Electronic Incident Report Form" or "E.I.R.F." means an electronic form, or in other format acceptable to the Service, that the Provider sends to the Service with information about an Account Receivable owed to the Provider.

II. Billing of Accounts

A. Billing - The Service agrees to provide and maintain a billing office on behalf of the Provider for the purpose of collecting Accounts Receivable due the Provider. Upon request of the Provider (which is agreed to mean upon receipt of each E.I.R.F. by the Service), the Service will file Claim Forms with insurance companies or other appropriate documentation with other individuals or entities, in the name of the Provider, in an attempt to facilitate payment of Accounts Receivables for services rendered by the Provider. The Service, in the name of the Provider, may also mail statements, telephone or otherwise contact the responsible party(s), their insurance company and/or other entities or individuals in order to attempt to collect those Accounts Receivable owed to the Provider by the responsible party(s).

B. Billing of Services - The Provider agrees that the Service shall act as a billing service/agent for the Provider in the application of monetary compensation from all sources associated with the E.I.R.F. submissions received and acted upon by the Service. All monetary compensation received by the Service, relating to E.I.R.F. submissions, shall be received at a financial institution's Lock Box depository and deposited in an escrow/trust type account at an FDIC insured institution (bank). Distribution of monetary compensation shall be paid directly to the Provider as further defined herein, less fees due the Service, in accordance with Section III A hereof.

C. Information Submissions - The Service will develop and provide a custom E.I.R.F. and a paper run form to the Provider at no cost. The Provider will complete and submit to the

Service, in an electronic format on the E.I.R.F., all relevant information as indicated on the E.I.R.F. or any information requested by the Service. Such information will be immediately updated or provided to the Service when any additions or changes to that information become available. All incomplete E.I.R.F. received by the Service will be evaluated by the Service and, at its sole discretion, either acted upon or returned to the Provider for completion of the relevant information necessary for processing. The Provider will also provide at its expense all necessary end user computer equipment and will establish and maintain an Internet account with an e-mail address accessible to the Service for access to their custom E.I.R.F.

- D. Correct Information** - The Service will rely on the Provider to submit accurate and correct information relating to the services provided and the recipients of those services. To the extent permitted by applicable law, the Provider assumes all responsibility and liability for inaccurate or incomplete information or unfounded or unreasonable submissions provided to the Service and shall indemnify the Service, in accordance with Section V (A) hereof, for the content of the inaccurate or incomplete information or unfounded or unreasonable submissions provided to the Service and any resulting effect, claim, liability, damage or legal action resulting from such inaccurate or incomplete information or unfounded or unreasonable submissions. The Provider will immediately update and correct any information, as it becomes available, that it has provided to the Service.

III. COMMISSIONS AND PAYMENT OF ACCOUNTS

- A. Billing Commission** - For all E.I.R.F. accounts submitted by the Provider to the Service for billing, for which the Provider is paid (in whole or in part), regardless of whether payment is accepted directly by the Provider or by the Service on the Provider's behalf, the Provider agrees to pay within thirty (30) days of receipt of invoice to the Service at PMB-339 12407 Mopac Expressway #100, Austin, Texas 78758 a twenty (20%) commission on the total amount collected on each E.I.R.F. submission to the Service. This commission will apply to each E.I.R.F. submitted to the Service, regardless of when the amount due is paid, either totally or partially, by either the Service or the Provider. Distribution and payment of the funds received by either the Service or the Provider will be made monthly on the total amounts received by either the Service or the Provider in accordance with this Section.
- B. Legal Action** - The Service shall have no liability or responsibility to the Provider for any amounts uncollected and in no event shall the Service be required to bring legal action for the collection of any uncollected amounts. After ninety (90) days of unsuccessful attempts to receive payment for an E.I.R.F. account, should the Provider decide, in its sole discretion and acting independently of the Service, that legal action is the proper course of action to effect collection of an account, the Service may, upon written request of the Provider, provide any and all documentation to the Provider's legal representative or attorney with the understanding that any and all actions, costs, liabilities

or damages associated with such legal actions shall be the sole responsibility of the Provider, and the Provider shall indemnify the Service, in accordance with Section V. (A) hereof, for any and all actions, claims, causes, costs, effects, liabilities, loss, damages and/or injury associated with the legal actions or other courses of action associated with this Section III (B).

- C. **Notification of Monies Received** - The Provider will immediately notify the Service of payment or other satisfaction of any E.I.R.F. account referred to the Service for billing or collections that have been paid directly to the Provider, or disputed by the recipient of the services, whenever the payment or dispute occurs.
- D. **Payment of Accounts** - By the fifteenth of each month, the Service will provide a detailed reporting and month end closing report to the Provider to identify all accounts known to be collected during the prior month and to remit monies received, less fees, to the Provider collected on the Provider's behalf during the reported period.
- E. **Endorsement of Receivables** - The Provider authorizes the Service to receive, endorse and deposit negotiable instruments (cash or check) payable to the Provider which are sent to the Service for payment of monies due to the Provider and to deduct commissions due the Service from the amounts collected by the Service. All negotiable instruments shall be endorsed Deposit Only to an escrow/trust account of the Service at an FDIC insured institution (bank) of the Service's choosing. Distribution of any and all funds to the Provider or Service from the escrow/trust account shall only be in the form of checks made payable to the Provider or Service herein named.
- F. **Responsibility for Monies Owed** - It is expressly understood by the Provider that the Service is in no way responsible for any monies or other valuable considerations owed to the Provider; i.) for services rendered to any recipient by the Provider; ii.) that the Service is unable to collect or negotiate to a lower amount and/or; iii.) deems not collectable or retrievable.

The Provider further agrees that the Service may, at the Service's sole discretion, negotiate on the Provider's behalf, without recourse to the Service by the Provider, any settlement of the recipient's bill to a lower amount that the Service deems collectable and reasonable.

- G. **Promptness of Submissions** - The Provider agrees to submit the E.I.R.F forms to the Service in an expeditious and timely manner. It is understood by both parties that the timely filing of a claim for reimbursement of services relating to an incident covered by insurance or another entity or individual will stand a better chance of being paid if the claim is submitted in a prompt and complete manner. To this end, both the Provider and the Service shall make every effort to expedite the flow of information and paperwork and shall institute guidelines and training within their respective organizations to accomplish this task.

IV. **Term of Agreement**

- A. This agreement shall remain in effect for a term of one year from the date hereof, unless a ninety (90) day written notice of intent to terminate this agreement is presented by either party to the remaining party at the address set out in this section:

Notice to Service: Revenue Rescue, L.L.C.
PMB-339
12407 Mopac Expressway
Austin, Texas 78758

Notice to Provider:

Attention: _____

V. **OTHER PROVISIONS**

- A. **Indemnification** - To the extent permitted by applicable law, the Service will indemnify and hold harmless the Provider from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Service, or its agents on the Service's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or resulting liability or losses resulting from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider nor shall it apply to any act, omission or negligence of the Provider.

All inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider and any acts, omissions or negligence of the Provider are and shall be the sole responsibility of the Provider and to the extent permitted by applicable law, the Provider herein indemnifies the Service, its agents, officers, shareholders, employees and contractors from and against any and all loss, damage, liability, claims and/or injury resulting from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider or acts, omissions or negligence of the Provider.

- B. **Arbitration** – It is agreed by all parties to this Agreement that all problems, questions, complaints or disputes relating to this Agreement will be submitted, in writing, as soon as practical, to the Service. It is also agreed to resolve, by Binding Arbitration, any dispute that may arise under this Agreement. Such Binding Arbitration shall be conducted pursuant to the commercial rules of the American Arbitration Association.
- C. **Relationship of Parties** - Nothing contained in this Agreement shall be construed as

creating the relation of employer or employee between the parties hereto, or as creating a partnership between the parties. The Service shall be deemed to be at all times an independent contractor.

- D. Applicable Law** - This Agreement shall be governed by the laws of the State of Texas. The parties hereto agree that jurisdiction and venue shall lie exclusively in Austin, Texas for any legal action or arbitration related in any way hereto.
- E. Entire Agreement** - This written Agreement constitutes the entire understanding of the parties concerning the subject matter hereof and no representations, inducements, promises or agreements, or otherwise, not embodied herein shall be of any force or effect whatsoever. Any amendment to this Agreement shall be in writing and signed by both parties.
- F. Ownership of Accounts Receivable** - All Accounts Receivable, less commissions and charges owed to the Service under Sections III A hereof, shall be the property of the Provider and shall be returned, less any outstanding balances owed the Service by the Provider, within thirty (30) days of termination of this Agreement.
- G. Good Faith Effort** - It is anticipated by all parties that a business relationship is herein created between the parties and that all parties shall make every effort to satisfy the needs and requirements necessary to initiate and continue the business relationship for the betterment of all parties. To this end, the parties hereto agree to cooperate to the extent required to meet their business objectives and make every reasonable effort in time and resources to attain the desired results during the term of this agreement.
- H. Attachments** - As part of this agreement, a signed Itemized Billing Cost Sheet is attached to this document for the purpose of establishing and defining the itemized rates at which the services of the Provider are to be billed to recipients by the Service. The rates indicated on the Itemized Billing Cost Sheet shall be constant and unchanged until a new Itemized Billing Cost Sheet is signed and submitted by the Provider and entered into the Service's computer for future billings. No previous billing may be altered or changed to reflect new billing rates submitted by the Provider.
- I. License Agreement** - The software used by the Provider and the Service is the property of the Service, and is protected by both United States Copyright Law and International Treaty Provisions. The Provider is granted a license to use this software under the terms stated in this Agreement. This is a license, not a sale agreement, between the Provider, the Service. The Service grants to the Provider a non-exclusive, non-transferable license to use the software for the term of this agreement. The current and future versions of the software are the sole property of the Service.
- J. Exclusive Agreement** - Provider agrees that, for the duration of this agreement, all Accounts Receivable for services rendered by the Provider will be forwarded to the Service for collection and that no other collection service, form of collection service, or method of collection of the Accounts Receivable will be utilized other than that provided

by the Service.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

SERVICE:

Revenue Rescue, L.L.C.

By: _____

 print name

Title: _____

PROVIDER:

By: _____

 print name

Title: _____