



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BILLING SERVICES AGREEMENT

[FIRE-EXTRICATION-HAZMAT BILLING]

THIS AGREEMENT is entered into and becomes effective this _____ day of _____, 20____ by and between One Billing Solutions, herein after referred to as "OBS" and **!**, herein after referred to as "FIRE DEPARTMENT".

WHEREAS, OBS is engaged in the business of providing billing and collection services for fire departments; and

WHEREAS, FIRE DEPARTMENT is a public service entity providing fire suppression, rescue, extrication services, hazardous material clean up, other services related to the protection of life and property, and

WHEREAS, FIRE DEPARTMENT is compensated for its services by insurance companies for the services it provides; and

WHEREAS, FIRE DEPARTMENT, desires to engage and retain the billing services of OBS.

THEREFORE, IT IS AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF THE AGREEMENT** OBS shall provide to FIRE DEPARTMENT billing services as set forth in detail below, commencing the _____ day of _____, 20____ and this agreement shall continue for a period of two years (the "Initial Term") and shall, thereafter, automatically renew for successive two-year periods (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless and until either Party provides the other Party with at least sixty (60) days written notice of its intent to terminate this Agreement or until earlier terminated pursuant to Section 6 hereof.
2. **BILLING SERVICES TO BE PROVIDED** OBS will provide the following billing services as authorized agent for the FIRE DEPARTMENT as follows:
 - A. Verify FIRE DEPARTMENT has provided all necessary and current documentation on each incident to be able to bill the incident charges;
 - B. Invoice all insurance carriers including, but not limited to, automobile liability carriers, homeowners, business owners, insurance carriers and public or private entities requiring the service of the FIRE DEPARTMENT;
 - C. Coordinate correspondence and reply to all inquiries from insurance companies and/or public or private entities as required;
 - D. Obtain status reports on claim processing from insurance carriers;
 - E. Provide a toll-free telephone number;
 - F. Provide customer service access during normal business hours, weekends and holidays excluded;
 - G. Provide FIRE DEPARTMENT monthly itemized details of all debit and credit transactions as well as a year-to-date statistical summary reports, all to be provided to FIRE DEPARTMENT not later

than the 15th day of the following month. No reports will be sent if there is no activity in either report;

- H. OBS provides billing services. OBS does not provide legal advice, tax advice, or other professional services other than those specified in items A through G above;
- I. OBS retains all documents produced during the billing/payment process and those provided for billing and enrollment by the FIRE DEPARTMENT. Upon request, electronic access will be granted to monthly billing reports for the FIRE DEPARTMENT for no additional fee as long as the contract is active.

3. **FIRE DEPARTMENT DUTIES**

- A. FIRE DEPARTMENT is structured and operates in accordance with local, state, and federal statutes.
- B. FIRE DEPARTMENT agrees to provide to OBS not less than on a monthly basis for each appropriate fire, each rescue/extrication, and each hazmat response, a **completed** incident report, (provided by OBS)
- C. Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.
- D. FIRE DEPARTMENT is solely responsible for repaying any overpayments or recoupments sought or imposed by any carrier or payor.

4. **COMPENSATION** FIRE DEPARTMENT agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or FIRE DEPARTMENT and/or any collection or recovery agency acting on behalf of FIRE DEPARTMENT in the previous month. OBS shall invoice FIRE DEPARTMENT for its compensation no later than the 15th day of the following month in which payments from insurance proceeds are received and FIRE DEPARTMENT agrees to pay said invoice within 30 days. For unpaid invoices exceeding \$1,000 or any invoice not paid in full within 90 days, the client account will be suspended. When an account is suspended, all monies received will be held and billing processes will be suspended. The suspension will not be lifted until the past due amount is paid in fully.

5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:

- A. OBS shall provide payments on all claims in the name of the FIRE DEPARTMENT and claims payments forwarded to OBS.
- B. FIRE DEPARTMENT shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
- C. FIRE DEPARTMENT shall provide OBS with a "Deposit Only" stamp and bank deposit slips.
- D. If applicable, OBS will endorse claims payments "For Deposit Only" to FIRE DEPARTMENT's bank and cause these claim payments to be deposited in FIRE DEPARTMENT's account not less than once a month.
- E. If applicable, FIRE DEPARTMENT has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the FIRE DEPARTMENT's bank account, not less than once a week following the receipt of claims payments.
- F. In the event FIRE DEPARTMENT receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.

- G. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties and added to this agreement as an addendum.

6. **TERMINATION.** This Agreement may be terminated according to the following provisions:

- A. **Termination Without Cause.** Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by FIRE DEPARTMENT as a result of the billing services provided by OBS after the effective date of termination of this agreement.

Upon notification of termination of contract, FIRE DEPARTMENT's account will immediately be placed on a "cash" basis. Checks received on behalf of the FIRE DEPARTMENT will be held at OBS; OBS will invoice the FIRE DEPARTMENT for the checks being held and any Electronic Fund Transfer's paid to the FIRE DEPARTMENT for billings processed by OBS. OBS will mail the "held" checks upon receipt of payment in full of the invoice for those checks and Electronic Fund Transfers.

OBS retains all documents produced during the billing/payment process and those provided for billing by the FIRE DEPARTMENT. Upon request at termination, copies may be provided to the FIRE DEPARTMENT for an additional fee.

- B. **Terminate for Cause.** A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
- i. the business of the other party is terminated or suspended;
 - ii. a petition for bankruptcy is filed by or against the other party;
 - iii. a receiver is appointed on account of the other party's insolvency;
 - iv. breach of contract of any provision of this Agreement that the breaching party fails to cure within twenty (20) days or less.
- C. **Payment of Fees After Termination.** Upon any termination of this Agreement, OBS shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. **COMPLIANCE**

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. OBS shall not be liable for any misrepresentation, which includes false information as submitted by the affected FIRE DEPARTMENT whether inadvertent or purposeful.
- C. FIRE DEPARTMENT shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. FIRE DEPARTMENT expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
- D. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party in writing within thirty (30) days so the other party may appropriately address the matter.
- E. The parties recognize that this Agreement is at all times subject to applicable state, local and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new

legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement, and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such laws(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations, affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement, as provided in paragraph 6 hereof.

8. **INDEMNIFICATION** FIRE DEPARTMENT hereby agrees to indemnify and defend (with counsel acceptable to OBS) and hold harmless OBS from and against any and all claims, demands or causes of action which may arise against OBS as a result of FIRE DEPARTMENT's failure to maintain proper licensure in compliance with local, state and federal departments, agencies, regulations and statutes. FIRE DEPARTMENT shall further indemnify, defend (with counsel acceptable to OBS) and hold harmless OBS from any claims related to unauthorized disclosure or exposure of personal identifiable information or other private information caused by FIRE DEPARTMENT, its employees, agents or administrators and for any misuse, damage to or harm caused by FIRE DEPARTMENT as a result of its use of any software programs owned or licensed by OBS to which FIRE DEPARTMENT has been granted access.
9. **MODIFICATION AND ASSIGNMENT** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
10. **NOTICES** All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

If to OBS:	If to FIRE DEPARTMENT:
One Billing Services, LLC 10802 Farnam Dr Omaha, NE 68154 ATTN: Beth Grassau	_____ ATTN: _____ _____ _____ _____
With a copy, by regular United States mail, postage prepaid, to:	With a copy, by regular United States mail, postage prepaid, to:
Erickson Sederstrom ATTN: Andrew Collins 10330 Regency Dr., Suite 100 Omaha, NE 68114	_____ _____ _____ _____

11. **SEVERABILITY** If any section, portion or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
12. **CONSTRUCTION** The terms and provisions of this agreement shall be construed according to the laws of the State of Nebraska.
13. **GOVERNING LAW** This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
14. **AMENDMENT** This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
15. **HEADINGS** The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.
16. **WAIVER** The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.
17. **ENTIRE AGREEMENT** This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

I do certify that I have read the foregoing agreement and as a representative for the above listed entity do agree to the terms listed therein. I further acknowledge that One Billing Solutions/OBS has made no promise as to how much they can collect whether implied or written.

BY SIGNING BELOW, THE UNDERSIGNED AGREE THAT THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT THROUGH A DULY AUTHORIZED REPRESENTATIVE.

SIGNED this _____ day of _____, 202__

One Billing Solutions, LLC

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("Fire Department" or "Taxing Authority")

Signature

Signature

By: Beth Grassau

By: _____

Title: Director of Operations

Title: _____

Date: _____

Date: _____