

FIRE-EXTRICATION-HAZMAT BILLING, LLP

Billing For Your Specialized Services

PAUL HAITH • Tel: (866) 367-9112
2010 So. 80th
Lincoln, NE 68506

June 24, 2009

Lexington Fire Dept.
Attention: Dale Holbein
PO Box 70
Lexington, NE 68890

Dear Mr. Holbein:

Thank you for agreeing to contract with Fire-Extrication-Hazmat Billing, LLP. We look forward to a mutually beneficial relationship and welcome the opportunity to be of service to you and your community.

Enclosed are the following items:

1. Two Signed contracts. Please complete and return one.
2. Two, 2009 billing rate sheets. Please review these rates and if you agree with them, sign and return one. If you do not agree with the rates, write in the rates that you would like us to bill for you, sign and return the form.
3. Several "Information / Billing" forms and supplements. Please make additional copies for your use.
4. An explanation form for completing the "Information /Billing" form.
5. A form that you may use to assure that you are in compliance with State Statute 35-901. Please retype this on your letter head and send me a copy.

Please do not hesitate to contact us should you have any questions regarding any aspect of our billing procedures. We are here to provide service to you and the community you support.

Once again, welcome to FEH Billing. We look forward to working with you.

Sincerely,



Paul R. Haith
866-467-9112
Fax#: 402-489-8683

RATES THAT MAY BE CHARGED BY THE LEXINGTON FIRE DEPARTMENT

A. Response vehicles: charges will be made to the closest 1/4 hr. Charges include personnel costs. Mileage will be charged at \$8.00 per mile per vehicle.

1.	Pumper truck	\$500.00/hr
2.	Tanker truck	\$350.00/hr
3.	Grass Rig	\$150.00/hr
4.	Aerial ladder truck	\$750.00/hr
5.	Utility truck	\$200.00/hr
6.	Rescue Unit	\$250.00/hr
7.	Quick attack truck	\$250.00/hr

B. Equipment charges:

1.	Jaws of Life	\$250.00
2.	Power saw	\$75.00
3.	Hydraulic jack/chisels	\$75.00
4.	Cribbing Blocks	\$10.00
5.	Wenches	\$10.00
6.	Air Bags	\$50.00
7.	High Lift Jack	\$20.00
8.	Scuba dive equipment	\$100.00
9.	Other _____	\$ _____
	_____	\$ _____

C. Supplies:

1.	Safety flares	\$10.00 each
2.	Class A foam	\$95.00 per five gallon
3.	Class AFFF foam	\$165.00 per five gallon
4.	Absorbent Pads	\$15.00 each
5.	Absorbent material	\$15.00 per bag
6.	Salvage Covers	\$60.00 each
7.	Floor Dry	\$10.00 per bag
8.	Other	
	a. _____	\$ _____
	b. _____	\$ _____
	c. _____	\$ _____

The above rates are hereby approved by the Lexington Rural Fire Board and the City of Lexington and may be used by the Lexington Fire Department for billing for services provided.

Signature: _____

Date: _____

Title: _____

Signature: _____

Date: _____

Title: _____

AGREEMENT BETWEEN
FIRE-EXTRICATION-HAZMAT BILLING, LLP
AND
THE LEXINGTON RURAL FIRE PROTECTION DISTRICT
AND
THE CITY OF LEXINGTON

THIS AGREEMENT is entered into and becomes effective this _____ day of _____, 2009 by and between FIRE-EXTRICATION-HAZMAT BILLING, LLP, herein after referred to as "FEH BILLING" and the LEXINGTON RURAL FIRE PROTECTION DISTRICT AND THE CITY OF LEXINGTON, herein after referred to as "FIRE DEPARTMENT".

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

WHEREAS, FIRE DEPARTMENT is a public service entity that provides fire suppression, rescue and extrication services, hazardous material clean up and other services related to the protection of life and property in the area commonly known as _____, and

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

WHEREAS, FIRE DEPARTMENT, desires to engage and retain the billing services of FEH BILLING;

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

1. **TERM OF THE AGREEMENT.** FEH BILLING shall provide to FIRE DEPARTMENT billing services as set forth in detail below, commencing the _____ day of _____, 2009, and this agreement shall continue until modified in writing, or until terminated.
2. **BILLING SERVICES TO BE PROVIDED.** FEH Billing will provide the following billing services on behalf of FIRE DEPARTMENT as follows:
 - A. Verify all billing information.
 - B. Invoice all insurance carriers including, but not limited to, automobile liability carriers, homeowners, business owners insurance carriers, and public or private entities that require the services of FIRE DEPARTMENT.
 - C. Coordinate correspondence and reply to all inquires 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 to FIRE DEPARTMENT monthly "Open Invoices" and "Customer Balance Detail" 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.
3. FIRE DEPARTMENT agrees to provide to FEH Billing not less than on a monthly basis for each appropriate fire, each rescue/extrication, and each hazmat response, a **completed** run report, (provided by FEH Billing).
 4. **COMPENSATION.** FIRE DEPARTMENT agrees to compensate FEH Billing for its billing services provided above on a monthly basis in an amount equal to TEN percent (10 %) of amounts actually collected by FEH Billing and/or FIRE DEPARTMENT in the previous month. FEH Billing shall invoice FIRE DEPARTMENT for its compensation no later than the 10th day of the following month in which payments from insurance proceeds are received and FIRE DEPARTMENT agrees to pay said invoice within 30 days.
 5. **PAYMENT COLLECTION PROCEDURES.** FEH Billing shall provide that payments on all claims shall be made in the name of the FIRE DEPARTMENT and claims payments forwarded to FEH Billing. FEH Billing shall send all checks to FIRE DEPARTMENT. In the event that FIRE DEPARTMENT receives direct payment on claims processed by FEH Billing, then it will immediately notify and mail such payment to FEH Billing.
 6. **TERMINATION.** This agreement may be terminated by either party by giving the other party sixty days notice of its intent to terminate. During said sixty day period, this agreement shall continue in full force and effect and FEH Billing shall be entitled to compensation at the rate set forth above for billing services provided during that time and for amounts collected by FIRE DEPARTMENT as a result of the billing services provided by FEH Billing after the effective date of termination of this agreement.
 7. FEH Billing shall not be liable for any misrepresentation, which includes false information as submitted by the affected FIRE DEPARTMENT whether inadvertent or purposeful.
 8. FEH Billing shall not guarantee any specific amount in dollars to be paid by the affected insurance companies or individuals.


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.** Notices to the other party shall be in writing and transmitted to the other party either by registered mail or facsimile to the addresses and/or facsimile telephone number set forth under the signature of both parties to this agreement.
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 law of the State of Nebraska.

I do certify that I have read the foregoing agreement and as a representative for the above listed department do agree to the terms listed therein. I further acknowledge that FIRE-EXTRICATION-HAZMAT BILLING, LLP has made no promise as to how much they can collect whether implied or written.

SIGNED this _____ day of _____, 2009

FIRE-EXTRICATION-HAZMAT

BILLING, LLP

Name: Paul R. Haith
Signature: 
Title: President
Address: 2010 So. 80th St.
City, St. Zip: Lincoln, NE 68506
Phone: 866-367-9112 (toll free)
Fax: 402-489-8683
e-mail: paul@fehbilling.com

LEXINGTON RURAL FIRE
PROTECTION DISTRICT

BY:
Name: _____
Signature: _____
Title _____
Address: _____
City, St. Zip: _____
Phone: _____
Fax: _____
e-mail: _____

CITY OF LEXINGTON

Fed Id. # _____
BY:
Name: _____
Signature: _____
Title _____
Address: _____
City, St. Zip: _____
Phone: _____
Fax: _____
e-mail: _____

Fire Department contact person

Name: _____
Title: _____
Address: _____
City, St. Zip: _____
Phone: _____
Fax: _____
e-mail: _____