

**Richland County
Executive & Finance Standing Committee**

Date Posted: October 3, 2024

NOTICE OF MEETING

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Tuesday, October 8, 2024 at 5 PM in the Richland County Board Room of the Courthouse located at 181 West Seminary Street, Richland Center, WI 53581.

Information for attending the meeting virtually (if available) can be found at the following link:

<https://administrator.co.richland.wi.us/minutes/executive-and-finance-committee/>

If you have any trouble accessing the meeting, please contact MIS Director Barbara Scott at 608-649-5922 (phone) or barbara.scott@co.richland.wi.us (email).

AGENDA

1. Call To Order
2. Roll Call
3. Verification Of Open Meetings Law Compliance
4. Approval Of Agenda
5. Approval Of Minutes From September 10, 2024 Meeting
6. Public Comment
7. Reports
 - A. Veterans Service Officer Quarterly Report
 - B. Administrator's Report: Human Resources Update & 2025 Budget Review
8. Discussion & Possible Action: Ordinance Adopting And Enacting A New Code Of Ordinances For Richland County
9. Discussion & Possible Action: Approval Of Public Comment Form
10. Discussion & Possible Action: Resolution Approving The Purchase And Implementation Of Microsoft Office 365
11. Discussion & Possible Action: Purchase Of Laptops For County Board Supervisors
12. Discussion & Possible Action: Termination Of EMS Medical Billing Contract
13. Discussion & Possible Action: Adoption Of EMS Billing And Software Contract
14. Discussion & Possible Action: Performance Review Process For County Administrator
15. Discussion & Possible Action: Approval Of Richland County Farm Lease Agreement
16. Discussion & Possible Action: Increasing 35 Hour/Week Schedules To 40 Hour/Week Schedules For Various County Departments
17. Discussion & Possible Action: Development Of Code Of Conduct
18. Discussion & Possible Action: Meeting Frequency of Executive & Finance Standing Committee
19. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(C): Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governmental Body Has Jurisdiction Or Exercises Responsibility: Ancillary County Clerk Duties
20. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(F): Considering Financial, Medical, Social Or Personal Histories Or Disciplinary Data Of Specific Persons, Preliminary Consideration Of Specific Personnel Problems Or The Investigation Of Charges Against Specific Persons Except Where Par. (B) Applies Which, If Discussed In Public, Would Be Likely To Have A Substantial Adverse Effect Upon The Reputation Of Any Person Referred To In Such Histories Or Data, Or Involved In Such Problems Or Investigations: Allegations Regarding Improper Conduct Of County Personnel
21. Return To Open Session
22. Possible Action On Items From Closed Session
23. Correspondence
24. Future Agenda Items
25. Adjourn

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Executive & Finance Standing Committee.

Derek S. Kalish
County Clerk

Richland County Executive & Finance Standing Committee

September 10, 2024

The Richland County Executive & Finance Standing Committee convened on Tuesday, September 10, 2024 in person and virtually at 5:00 PM in the County Boardroom of the Richland County Courthouse.

Call To Order: Committee Chair Williamson called the meeting to order at 5:00 PM.

Roll Call: Clerk Kalish conducted roll call. Committee members present: Carrow, Manning, Gill, Glasbrenner, Turk, Williamson, and Couey. Committee member(s) absent: Frank.

Verification Of Open Meetings Law Compliance: Clerk Kalish confirmed the meeting had been properly noticed.

Approval Of Agenda: Motion by Manning second by Gill to approve agenda. Motion carried and agenda declared approved.

Approval Of Minutes From August 13, 2024 Meeting: Committee Chair Williamson asked if any member desired the minutes of the August 13, 2024 meeting be read or amended. Hearing no motion to read or amend the minutes of the August 13, 2024 meeting, Committee Chair Williamson approved as published.

Public Comment: Alayne Hendricks addressed the committee with concerns regarding the role of Corporation Counsel and Corporation Counsel's role in human resources matters.

Administrator's Report: 2025 Preliminary Budget – Heath Insurance Update: Administrator Pesch reviewed various staffing statistics regarding Pine Valley Community Village. Angela Wall, Pine Valley Community Village HR Generalist, reviewed federal staffing regulations and current staffing statistics at Pine Valley Community Village. Administrator Pesch noted that Pine Valley Community Village is adequately staffed and is exceeding staffing requirements. Administrator Pesch noted that no reference was given to cutting staff but rather the right-sizing of staffing at the Pine Valley facility. Administrator Pesch reviewed the data-driven labor cost analysis of the Pine Valley facility which included historical census, employee count, and various cost comparisons between agency and non-agency staff costs. A brief discussion regarding staffing levels and type followed. Administrator Pesch again noted that staffing is not being reduced and a resizing with county staff to create efficiencies is being explored. Administrator Pesch noted the healthy fund balance of Pine Valley Community Village and Finance Director Erbs reviewed Pine Valley Community Village's current financial assets. Administrator Pesch reviewed Pine Valley Community Village's debt service and the county's historical funding of Pine Valley Community Village operations.

Administrator Pesch presented and reviewed the preliminary 2025 budget. Supervisor Carrow asked how the bank will be selected for the short-term borrowing issuance for 2025 capital improvement projects. Finance Director Erbs noted that if the borrowing is approved, he will contact a number of local lenders. Administrator Pesch and Sheriff Porter reviewed the Sheriff Departments proposed 2025 budget. Discussion continued regarding the inclusion of a position within the Sheriff's Department to assist with court security efforts. Motion by Manning second by Couey to present Sheriff's Department with and without the additional position to full County Board for review. Motion carried and item forwarded to full County Board for review during 2025 preliminary budget presentation.

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Administrator Pesch briefly reviewed the ICRA healthcare insurance plan and noted that focus groups will be held to explore employee health insurance options in more detail.

Discussion & Possible Action - Designation Of The Executive & Finance Standing Committee As The Plan Commission: Motion by Couey second by Manning to approve the designation of the Executive & Finance Standing Committee as the Plan Commission. Motion carried and item forwarded to full County Board for approval.

Discussion & Possible Action - Recommend Approval of the Public Participation Plan For The Richland County Comprehensive Plan: Motion by Couey second by Glasbrenner to approve the Public Participation Plan for the Richland County Comprehensive Plan. Motion carried and item forwarded to full County Board for approval.

Discussion & Possible Action – Approval Of Contract With Abt Swayne Law For Corporation Counsel Services: Administrator Pesch reviewed Corporation Counsel services utilized by Richland County. Motion by Couey second by Carrow to approve contract with Abt Swayne Law for Corporation Counsel services for no more than one year. Brief discussion followed regarding the use of Corporation Counsel services. Motion carried and item forwarded to full County Board for approval.

Discussion & Possible Action – Approval Of Change Order For Radio Tower Project: MIS Director Scott reviewed the change order and provided brief background information. Motion by Couey second by Williamson to approve change order as presented. Brief discussion regarding vendors followed. Supervisor Carrow noted he had not seen the scope of work contract with the project vendor. Motion carried with Carrow opposed and item forward to full County Board for approval.

Discussion & Possible Action - Revision Of Ethics Ordinance And Code Of Conduct: Corporation Counsel Windle provided background on the current ethics ordinance. Corporation Counsel Windle noted that the code of ethics ordinance mentions standards but doesn't define standards of conduct and questioned whether or not the Board would like a code of conduct and ethics or a code of conduct that contains ethics. Corporation Counsel Windle also noted that the composition of the Ethics Board needs to be determined, the current formatting of the hearing process conforms with due process, and that there is a lack of a clear enforcement method. Supervisor Couey stated he felt the code of conduct should be established first and Supervisor Glasbrenner noted that that the county already has an ethics ordinance. Administrator Pesch shared communications from Andy Phillips regarding citizen committee members serving on an ethics board. County Board Chair Turk noted the need for something to be in place in the interim should the need arise. Motion by Glasbrenner second by Gill to approve the designation of the Executive & Finance Standing Committee as the interim Ethics Board. Motion carried and item forwarded to full County Board for approval.

Discussion & Possible Action - Resolution Authorizing The Borrowing Of An Amount Not To Exceed \$601,200 For 2025 Capital Improvement Projects: Finance Director Erbs reviewed resolution and short-term borrowing needs for 2025 Capital Improvement projects. Motion by Couey second by Glasbrenner to approve resolution authorizing the borrowing of an amount not to exceed \$601,200 for 2025 Capital Improvement projects. Motion carried and resolution forwarded to full County Board for approval.

Richland County Executive & Finance Standing Committee

Discussion & Possible Action - Purchase Of Laptops For County Board Supervisors: MIS Director Scott reviewed the pros and cons of using laptops versus iPads. Brief discussion followed regarding use of laptops instead of iPads. MIS Director will gather information regarding laptops and return to committee to present her findings. No action taken on this item at the meeting.

Discussion & Possible Action – Approval Of Contract With Matrix Electronic Medical Record System: Angela Wall, HR Generalist for Pine Valley Community Village, noted that the facility will be losing its current EMR system at the end of the year and will need one to replace it. Motion by Couey second by Gill to approve contract with Matrix for Pine Valley Community Village’s electronic medical record. Motion carried and item forwarded to County Board for full approval.

Discussion & Possible Action – Shared Cost / Shared Vehicle Replacement With Emergency Management And Emergency Medical Services: Emergency Services Director Jessen provided background on proposed purchase of an administrative response vehicle and reviewed proposed lease agreement for new vehicle. Jessen noted that the cost would be split 50/50 between Fund 10 (General Fund) and Fund 51 (Ambulance Service). Motion by Manning second by Couey to support sharing cost of lease agreement split 50/50 between Fund 10 and Fund 51. Supervisor Carrow asked if a bid process was used and Director Jessen said no, but that he did consult several dealers. Supervisor Carrow noted the need for a procurement policy. Motion carried and item forwarded to full County Board for approval.

Committee Chair Williamson called for a recess at 7:19 PM.

Committee Chair Williamson reconvened the meeting at 7:26 PM.

Closed Session – The Chair May Enter A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(F): Considering Financial, Medical, Social Or Personal Histories Or Disciplinary Data Of Specific Persons, Preliminary Consideration Of Specific Personnel Problems Or The Investigation Of Charges Against Specific Persons Except Where Par. (B) Applies Which, If Discussed In Public, Would Be Likely To Have A Substantial Adverse Effect Upon The Reputation Of Any Person Referred To In Such Histories Or Data, Or Involved In Such Problems Or Investigations - Former Employee Grievances: Motion by Manning second by Couey to convene into Closed Session pursuant to Wis. Stat, Sec 19.85(1)F. Motion to convene into Closed Session carried unanimously at 7:27 PM.

Closed Session

Return To Open Session: Meeting reconvened into Open Session at 8:43 PM with a motion from Gill and second by Glasbrenner.

Possible Action On Items From Closed Session: Motion by Couey second by Gill to deny the grievance discussed in Closed Session. Motion carried.

Correspondence: None.

Future Agenda Items:

Discussion & Possible Action: Increase Executive & Finance Standing Committee meeting frequency

Richland County
Executive & Finance Standing Committee

Discussion & Possible Action: Purchase of laptops for County Board Supervisors
Discussion & Possible Action: Approval of Code of Conduct

Adjourn: Motion by Manning second by Couey to adjourn. Motion carried and meeting adjourned at 8:47 PM.



Derek S. Kalish
County Clerk

DRAFT

Richland County Veterans Service Office Monthly Numbers

2024	JANUARY		FEBRUARY		MARCH		APRIL		MAY		JUNE			
	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	calls	visits
1	/	/	17	3	18	3	35	13	18	4				
2	27	8	27	2			23	10	16	5				
3	36	11					/	/	/	/	40	9		
4	28	8			26	6	33	7			24	10		
5	23	3	26	6	23	11	17	6			29	10		
6			23	11	25	10			32	9	35	7		
7			27	7	27	4			20	15	31	5		
8	26	5	17	4	25	5	22	4	20	11				
9	23	3	12	3			29	13	27	3				
10	33	7					34	7	23	7	24	5		
11	26	8			24	7	21	3			21	4		
12	13	1	21	6	30	6	25	10			29	6		
13			33	9	26	9			20	13	20	6		
14			29	10	21	10			19	11	17	3		
15	21	4	18	4	18	3	/	/	25	6				
16	22	8	19	4			/	/	18	7				
17	15	9					/	/	27	10	24	5		
18	17	3			22	4	/	/			21	4		
19	24	6	32	10	36	10	/	/			25	10		
20			33	8	24	5			19	11	19	5		
21			28	18	25	11			21	9	19	8		
22	23	5	17	4	23	2	68	3	24	17				
23	25	5	22	4			46	9	19	10				
24	22	5					39	20	13	11	39	5		
25	16	5			33	10	19	8			32	8		
26	18	6	21	4	20	5	26	1			14	3		
27			14	12	17	3			/	/	27	11		
28			31	8	33	6			26	6	20	5		
29	29	9	26	5	/	/	22	9	22	12				
30	23	9					28	12	27	6				
31	33	7							/	/				
2024														
2023	494	164	468	163	536	156	361	169	582	238	485	120	2926	1010
2022			416	81	423	118	324	85	400	129	392	112	2389	487
2021									478	149	608	98		

2024 Forms filed

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
21-22 Veterans Service Org. as Representative			1	3	3	5	3	4	4	3				
21-0966 Intent to File a Claim			1	1			1	1	2	4				
21-526ez Application for Disability Comp. and Related Benefits		1	4	3	3	7	4	3	4	2				
21-527ez Application for NSC Pension														
21-8940 Application for Individual Unemployability														
21-0845 Authorization to Disclose PII to a Third Party														
21-686C Application Request to Add/ Remove Dependents			3	1					2	1				
20-0996 Review Request: Higher Level Review		3		1	1				1					
20-0995 Review Request: Supplemental Claim			1		2	1		1						
21-2680 Housebound or Aid & Attendance														
21-0972 Alternate Signer Certification														
21-4138 Statement in Support of Claim		3	1		2	1	2		3	8				
10-10d Application for CHAMPVA				1			1		1					
10-10ez Application for VA Health Care			1	1	1		3	2	1					
10-10ezr Health Benefits Update Form														
21p-534ez DIC & Survivors Pension						2		1		1				
21p-530 Burial Benefits Application			1	1	2		2			2				
27-2008 Burial Flag Application		1	3	6	5			2	2	1				
40-1330 Application for Bronze Marker		5	4	1	1	3	3	2	1					
40-0247 Presidential Memorial Certificate Request														
STATE														
2500-123 State Park Pass		1	1			1	1	2						
3010 Drivers License Identifier		1	1		1		1		4	1				
4000 Application for a Wisconsin Veterans Home														
4002 Authorization for Disclosure of Health Information														
2096 CVSO Tax Abatement Verification Form			1	1		3	2							
2097 Certification for Property Tax Credit			1	1		3	2							
57 VSO Grant Packet														
other		12	14	21	11	14	16	13	13	17				
2024 TOTALS PER MONTH		27	37	39	32	40	41	31	38	30				
2023 TOTALS PER MONTH		62	45	36	27	40	31	37	35	23	36	41	39	419
2022 TOTALS PER MONTH		40	35	29	22	25	27	26	38	36	56	34	36	404
2021 TOTALS PER MONTH					35	46	48	52	33	46	50	41	48	

RESOLUTION NO. 24 - xx

A Resolution Adopting The Richland County Budget For 2025.

WHEREAS the County Board held the required public hearing on the proposed County budget for 2025 on October 29, 2024, and

WHEREAS the County Board has carefully considered the County budget for 2025 and is now ready to adopt the budget.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that the 2025 budget includes revenues from the County sales tax in the estimated amount of \$1,500,000.00, and

BE IT FURTHER RESOLVED that the sum of \$10,341,005.79 be used and hereby is levied upon all taxable property in Richland County for County purposes for the year 2024, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(08 OCTOBER 2024)

AYES _____ NOES _____

RESOLUTION _____

FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

STEVE CARROW
STEVE WILLIAMSON
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
MARC COUEY

DATED: OCTOBER 29, 2024

Preliminary Budget
Summary

2025

2025 Preliminary Budget Highlights

- Increase in Investment Income - \$ 150,000.00.
- No General Fund balance, Contingency Funds, or ARPA funds used to balance budget.
- Includes 5% wage pool to offset wage study being integrated into the current budget.
- Reduction in short-term borrowing for capital improvement projects - \$408,800.
- Short-Term Borrowing done with local bank, saving approx. 20k in bonding fees

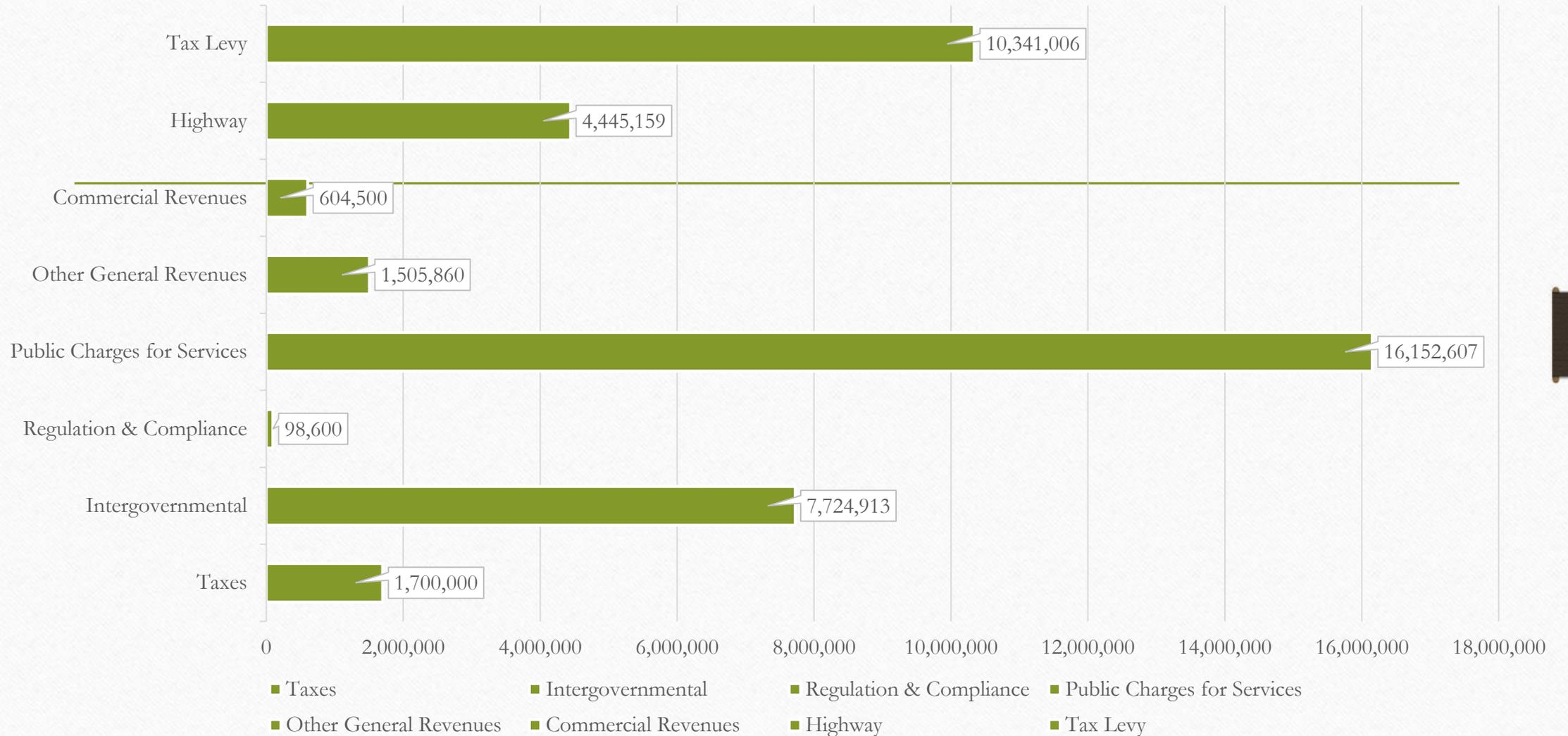
2025 Preliminary Budget Revenues

2025 Preliminary Budgeted Revenues	
Taxes	1,700,000
Intergovernmental	7,724,913
Regulation & Compliance	98,600
Public Charges for Services	16,152,607
Other General Revenues	1,505,860
Commercial Revenues	604,500
Highway	4,445,159
Tax Levy	10,341,006
TOTAL	42,572,645

Revenue Type Summary

- Taxes: County Sales tax, interest on taxes, and MFL/Forest Crop
- Tax Levy: Funding gap between revenues and expenses
- Intergovernmental: State Aid
- Regulation & Compliance: Fines, forfeitures, and various fees (permits, large group, etc.)
- Public Charges for Services: Departmental fees charged within county (includes HHS, Pine Valley, Sheriff, etc.)
- Other General Revenues: Various non-department fees, Pine Valley rebated funds, and Short-Term Borrowing
- Commercial Revenues: Investment income (General Fund, Judgements and Circuit Court)
- Highway: GTA, Operational, Town Bridge 50/50 Cost Share, Wheel Tax, State Maintenance Agreements

2025 Preliminary Budget Revenue



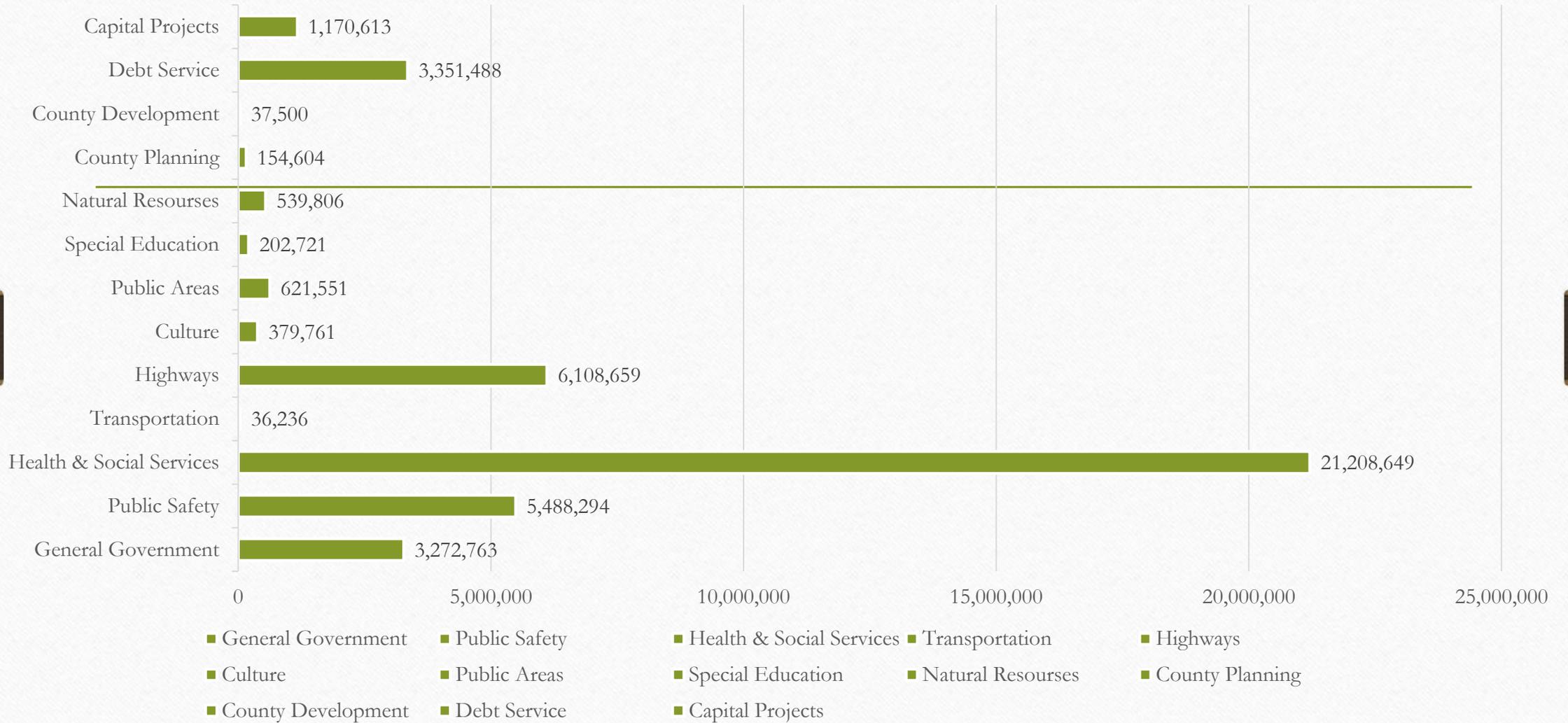
2025 Preliminary Budgeted Expenses

2025 Preliminary Budgeted Expenses	
General Government	3,272,763
Public Safety	5,488,294
Health & Social Services	21,208,649
Transportation	36,236
Highways	6,108,659
Culture	379,761
Public Areas	621,551
Special Education	202,721
Natural Resources	539,806
County Planning	154,604
County Development	37,500
Debt Service	3,351,488
Capital Projects	1,170,613
TOTAL	\$42,572,645

Expense Type Summary

- General Government: General Administration
- Public Safety: Sheriff-Ambulance - Emergency Government - Animal Control - LEPC
- Health & Social Services: Pine Valley – Health & Human Services(all dept.) – Child Support – Veterans
- Transportation: Airport
- Highway: Administration – CTHS – Bridge Construction – Town Bridge Cost Share – Equipment – State Main Agreement
- Culture: Libraries – County Fair
- Public Areas: Snowmobile trails/areas – county parks – Ash Creek Community Forest – Symons
- Special Education: Extension
- Natural Resources: Land Conservation – Wildlife Damage Mgmt. – Nursery Stock – Recycling – Watershed
- County Planning: SWWRPC – Zoning – Failing Septic Systems
- County Development: Economic Development – NHS
- Debt Service: Debt Service Payments
- Capital Projects: Capital Projects

2025 Preliminary Budget Expenses



2025 Debt Service Summary

2024 DEBT SCHEDULE

DEBT ISSUES	BALANCE 12-31-24	
Taxable G.O. Refunding Bonds (Debt Consolidation)	245,000	Matures 3-1-25
G.O. Refunding Bonds (Debt Consolidation)	1,020,000	Matures 3-1-27
G.O. Promissory Notes (Capital Improvement Projects)	1,845,000	Matures 3-1-28
G.O. Pine Valley Construction Bonds (PVCV)	7,920,000	Matures 3-1-35
G.O. Pine Valley Construction Bonds (PVCV)	7,090,000	Matures 9-1-36
G.O. Capital Improvement Bonds – Radio Tower	8,100,000	Matures 9-1-38
TOTAL	26,220,000	

2025 Debt Payments Summary (Principal & Interest)

General – 937,000

Pine Valley – 1,479,725

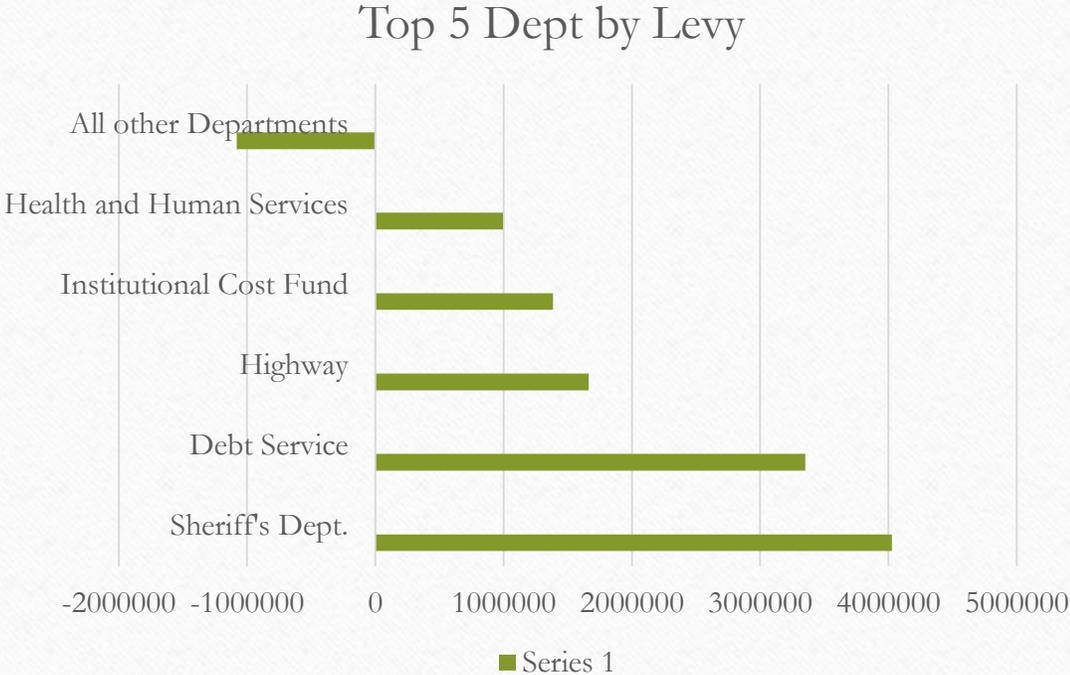
Radio Tower – 321,063

Short-Term borrowing – 613,700

TOTAL – 3,351,488

2025 Top 5 Departments by Gross Levy

Sheriff's Department	4,027,721
Debt Service	3,351,487
Highway	1,663,500
Institutional Cost Fund	1,385,000
Health and Human Services	994,498
All Other Departments	-1,081,200
TOTAL	10,341,006



2025 Preliminary Gross Levy

Department	2024 LEVY	2025 LEVY	PLUS OR MINUS	% of 2025 Budgeted Levy
Animal Control-Dog License Fees	14,550.00	14,275.00	-275.00	0.14%
Ambulance Service	0.00	0.00	0.00	0.00%
New Ambulance		0.00	0.00	0.00%
Capital Planning	299,763.68	229,263.61	-70,500.07	2.22%
Child Support Program	31,245.21	76,768.59	45,523.38	0.74%
Circuit Court	173,752.03	214,067.30	40,315.27	2.07%
Conservation Planner Technician	35,528.98	27,877.54	-7,651.44	0.27%
Contingency	0.00	0.00	0.00	0.00%
Coroner	49,800.00	52,285.00	2,485.00	0.51%
Corporation Counsel	65,000.00	163,111.00	98,111.00	1.58%
County Board	44,871.00	45,931.00	1,060.00	0.44%
County Administrator	592,465.94	579,037.12	-13,428.82	5.60%
County Clerk	187,840.59	181,651.23	-6,189.36	1.76%
County Parks	62,803.44	54,875.00	-7,928.44	0.53%
County Treasurer	168,811.21	172,856.41	4,045.20	1.67%
Courthouse	259,527.85	273,244.40	13,716.55	2.64%
Courthouse Repair Outlay	20,000.00	20,000.00	0.00	0.19%
Court Mediation	340.00	200.00	-140.00	0.00%
Debt Service	3,825,582.36	3,351,487.50	-474,094.86	32.41%
District Attorney	217,200.24	236,108.35	18,908.11	2.28%
Economic Development	30,000.00	30,000.00	0.00	0.29%
Elections	63,369.00	48,164.00	-15,205.00	0.47%
Emergency Government	51,124.32	44,959.43	-6,164.89	0.43%

	2024 LEVY	2025 LEVY	PLUS OR MINUS	% of 2025 Budgeted Levy
Fairs and Exhibits	34,144.33	18,104.98	-16,039.35	0.18%
Family Court Commissioner	29,155.35	29,205.35	50.00	0.28%
Health and Human Services	882,430.44	994,498.46	112,068.02	9.62%
Highway	1,663,500.00	1,663,500.00	0.00	16.09%
Management Information Systems	319,729.01	331,701.36	11,972.35	3.21%
Institutional Costs Funds	1,385,000.00	1,385,000.00	0.00	13.39%
Land Conservation	124,223.82	139,705.79	15,481.97	1.35%
Local Emergency Planning Committee	5,281.21	-4,440.00	-9,721.21	-0.04%
Property Lister	112,674.01	114,005.92	1,331.91	1.10%
Register of Deeds	-16,025.11	2,296.59	18,321.70	0.02%
Register in Probate	210,940.26	214,320.02	3,379.76	2.07%
Sheriff's Department	4,019,199.00	4,063,999.00	44,800.00	39.30%
911 Outlay	50,000.00	50,000.00	0.00	0.48%
Soil Conservation Cost Sharing	0.00	4,000.00	4,000.00	0.04%
Surveyor	3,900.00	4,650.00	750.00	0.04%
Symons Recreation Complex	54,492.06	53,960.40	-531.66	0.52%
University Extension	194,778.35	202,720.99	7,942.64	1.96%
UW-Richland Outlay	80,000.00	80,000.00	0.00	0.77%
Veterans Service Office	96,983.36	100,412.42	3,429.06	0.97%
Videoconferencing	4,000.00	4,000.00	0.00	0.04%
Watershed Maintenance	2,174.00	0.00	-2,174.00	0.00%
Zoning	98,955.85	-12,718.05	-111,673.90	-0.12%
General	-4,741,191.56	-4,914,079.92	-172,888.36	-47.52%
TOTALS	10,807,920.23	10,341,005.79	-466,914.44	100.00%

2025 Preliminary Net Levy

Department	2025 Net(core) Levy
Animal Control-Dog License Fees	14,275.00
Ambulance Service	0.00
New Ambulance	0.00
Capital Planning	229,263.61
Child Support Program	76,768.59
Circuit Court	214,067.30
Conservation Planner Technician	27,877.54
Contingency	0.00
Coroner	52,285.00
Corporation Counsel	163,111.00
County Board	45,931.00
County Administrator	579,037.12
County Clerk	181,651.23
County Parks	54,875.00
County Treasurer	172,856.41
Courthouse	273,244.40
Courthouse Repair Outlay	20,000.00
Court Mediation	200.00
Debt Service	0.00
District Attorney	236,108.35
Economic Development	30,000.00
Elections	48,164.00
Emergency Government	44,959.43

	2025 Net(core) Levy
Fairs and Exhibits	18,104.98
Family Court Commissioner	29,205.35
Health and Human Services	994,498.46
Highway	1,619,450.00
Management Information Systems	331,701.36
Institutional Costs Funds	1,385,000.00
Land Conservation	139,705.79
Local Emergency Planning Committee	-4,440.00
Property Lister	114,005.92
Register of Deeds	2,296.59
Register in Probate	214,320.02
Sheriff's Department	4,063,999.00
911 Outlay	50,000.00
Soil Conservation Cost Sharing	4,000.00
Surveyor	4,650.00
Symons Recreation Complex	53,960.40
University Extension	202,720.99
UW-Richland Outlay	80,000.00
Veterans Service Office	100,412.42
Videoconferencing	4,000.00
Watershed Maintenance	0.00
Zoning	-12,718.05
General	-5,142,096.21
TOTALS	6,717,452.00

ORDINANCE NO. 24 - xx

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR RICHLAND COUNTY, WISCONSIN; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE COUNTY BOARD OF SUPERVISORS:

Section 1. The Code entitled "Code of Ordinances, Richland County, Wisconsin," published by CivicPlus, LLC, consisting of chapters 1 through 119, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 20, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the county board may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the county board to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 20, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective October 29th, 2024.

Passed and adopted by the Richland County Board of Supervisors this 29th day of October, 2024.

DATED: OCTOBER 29, 2024
PASSED: OCTOBER 29, 2024
PUBLISHED: NOVEMBER 7, 2024

ORDINANCE OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(08 OCTOBER 2024)

FOR AGAINST

DAVID TURK, CHAIR
RICHLAND COUNTY
BOARD OF SUPERVISORS

STEVE CARROW
MARC COUEY
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
STEVE WILLIAMSON

DEREK KALISH
RICHLAND COUNTY CLERK

Certificate of Adoption

I HEREBY CERTIFY that the foregoing is a true copy of the ordinance passed at the regular meeting of the county board of supervisors, held on the 29th day of October, 2024.

Derek S. Kalish
Richland County Clerk

Richland County Committee

Agenda Item Cover

Agenda Item Name: Approval of purchasing and implementation of Office 365

Department	MIS	Presented By:	Barbara Scott
Date of Meeting:	10/08/2024	Action Needed:	Approval
Disclosure:	Open Session	Authority:	
Date submitted:	10/01/2024	Referred by:	

Recommendation and/or action language:

Motion to ... approve the purchase of Office 365 Licensing in the amount of \$69,435.66 from CDWG and to approve the hiring of Booz Allen to Implement office 365 at a cost not to exceed \$42,625.00.

Background: *(preferred one page or less with focus on options and decision points)* Richland County currently uses Microsoft Office products for business productivity. In order to maintain current security standards, we will need to upgrade to Office 365. This will allow us to mitigate our cybersecurity risks.

Quotes were sought from 3 vendors but only received from one for licensing and one for implementation, both are attached. The recommendation is to purchase license ng from CDWG at a cost of \$69,435.66 and the implementation to be performed by Booz Allen at a cost not to exceed \$42,625.00.

Attachments and References:

Quotes from CDWG and Booz Allen	
---------------------------------	--

Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	2022 MIS CIP allotment (\$46,060.66) and ARPA Funds from HHS (\$66,000.00)	
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

Approval: *Barbara J Scott*

Review:

Department Head

Administrator, or Elected Office (if applicable)

STATEMENT OF WORK

This Statement of Work (SOW) is part of and incorporates the terms and conditions of the Master Services and Consulting Agreement by and between the Client and the Contractor dated May 8, 2024. All terms and conditions of the Master Services and Consulting Agreement are incorporated into this SOW, unless specifically altered or amended herein. The purpose of this SOW is to deploy remote engineers to assist the client with the migration of the existing Exchange email platform to a cloud-based environment (M365). This work will be conducted at the direction of Richland County, and will include onsite technology services in assisting the client to get the email platform migrated. The hourly rate for this work is \$275 per hour and the rate for travel time is \$100 per hour. Booz Allen will not exceed 155 hours without obtaining prior approval.

During the term of this SOW, Booz Allen agrees to provide best efforts to perform each of the following professional services outlined below as needed either remotely or physically onsite.

Phase 1 -Project Planning, Assessment, & Consultation

Project planning will include communications and interactions with client staff to obtain technical data and needs, review infrastructure, and determine specialty needs for a successful cloud migration.

1. Onsite or remote technical consultation.
2. Review network structure, resources, and any non-identified technical needs.
3. Attend meetings and conference calls for routine status updates.
4. Project management

Phase 2 – Staff Augmentation Services

Provide staff augmentation services to assist Client IT in all aspects of the migration of unsupported Microsoft Exchange 2013 to Microsoft 365, either remotely or physically onsite.

1. Requirements (Pre-requisites)
 - a. Prepare the on-premise Exchange environment for coexistence with Microsoft 365.
 - b. Identify and implement solutions to resolve any identified problems, ensuring uninterrupted email access for users.
2. Execute the migration from Exchange 2013 to Microsoft 365.
 - a. Set up Azure AD Connect for user and password synchronization.
 - b. Password Hash and Exchange Hybrid Deployment: Configure password hash synchronization and prepare for Exchange hybrid deployment.
 - c. Domain Name Setup: Establish the necessary domain name configurations for Microsoft 365.
 - d. Hybrid Configuration Wizard Installation: Deploy and configure the Hybrid Configuration Wizard.
 - e. Testing Mailflow: Validate mailflow between on-premise Exchange and Microsoft 365.
 - f. Change MX Record for 365: Update MX records to route incoming mail to Microsoft 365.
 - g. Mailbox Migration: Migrate mailbox data, including 250 GB of databases, mailboxes, and shared mailboxes, to Microsoft 365.
 - h. Ensure that mailbox sizes and configurations align with the target environment's limitations and requirements.
3. Enhance Security features in the Microsoft 365 tenant to aid against threats and ensure data security.
 - a. Enable MFA for administrators and users.

STATEMENT OF WORK

- b. Configure anti-phishing, anti-spam, and anti-malware policies.
- c. Implement Office Message Encryption and safe attachments.
- d. Enhance OAuth application permissions.
- e. Define device groups and policies in Endpoint Manager.
- f. Set up data labels, data loss prevention (DLP), and secure score improvements.
- g. Deploy Defender products (if applicable).

Reimbursable Expenses

- 1. Reasonable Travel Costs
- 2. Digital media
- 3. Shipping Costs

Total Estimated Costs

Total estimated costs excluding reimbursable expenses.

Estimated Hours: 100 - 155

Estimated Costs: \$27,500 - \$42,625

CLIENT:

Richland County (the "Company")

By: _____
Authorized Officer/Agent

Date: _____

CONTRACTOR:

Booz Allen Hamilton Inc.

By: _____
Authorized Member

Date: _____



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 7/10/24
Account Manager Adam Flynn

**Enterprise Quote
for**

VSL Specialist Pat McCormack
Channel Price Sheet Month Jul-24

Richland County, WI

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3		
				Price	Extended	Price	Extended	Price	Extended	
AAA-11894	O365 G3 GCC Sub Per User	D	300	\$ 257.45	\$ 77,235.00	\$ 257.45	\$ 77,235.00	\$ 257.45	\$ 77,235.00	
T2N-00001	O365 G5 GCC Sub Per User	D	1	\$ 425.36	\$ 425.36	\$ 425.36	\$ 425.36	\$ 425.36	\$ 425.36	
AAD-63092	M365 F3 Unified GCC Sub Per User	D	150	\$ 86.88	\$ 13,032.00	\$ 86.88	\$ 13,032.00	\$ 86.88	\$ 13,032.00	
Optional a la carte ADD Ons										
MQM-00001	Entra ID P1 Gov Sub Per User	D		\$ 57.11	\$ -	\$ 57.11	\$ -	\$ 57.11	\$ -	
3QA-00005	Intune P1 Gov Sub Per User	D		\$ 71.61	\$ -	\$ 71.61	\$ -	\$ 71.61	\$ -	
3GU-00001	Defender O365 P1 GCC Sub Per User	D		\$ 19.08	\$ -	\$ 19.08	\$ -	\$ 19.08	\$ -	
GLN-00001	Defender O365 P2 GCC Sub Per User	D		\$ 47.57	\$ -	\$ 47.57	\$ -	\$ 47.57	\$ -	
					Year 1 Total	\$ 90,692.36	Year 2 Total	\$ 90,692.36	Year 3 Total	\$ 90,692.36
					Three Year Total	\$ 272,077.08				

Notes

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

RESOLUTION NO. 24 - xx

Resolution Approving The Purchase And Implementation Of Microsoft Office 365.

WHEREAS Barbara Scott the Director of Management Information Systems has advised the Executive and Finance Committee that Richland County needs to update our Microsoft Office licensing to maintain security standards. Such implementation requires specialized consulting to ensure secure, efficient and resilient implementation, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the purchase of Office 365 Licensing from CDWG in the amount of \$69,435.66 and the implantation to be performed by Booz Allen at a cost not to exceed \$\$42,625.00, for a total cost not to exceed \$112,060.66, and

BE IT FURTHER RESOLVED that funds to carry out this Resolution shall come from the following sources \$66,000 from ARPA Funds from Health and Human Services and \$46,060.66 from remaining 2022 MIS CIP Budget, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(08 OCTOBER 2024)

AYES_____ NOES_____

RESOLUTION _____

FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

STEVE CARROW
STEVE WILLIAMSON
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
MARC COUEY

DATED: OCTOBER 29, 2024

Richland County Committee

Agenda Item Cover

Agenda Item Name: Approval of purchasing of Laptops, Software and Peripherals for County board members.

Department	MIS	Presented By:	Barbara Scott
Date of Meeting:	10/08/2024	Action Needed:	Approval
Disclosure:	Open Session	Authority:	
Date submitted:	10/03/2024	Referred by:	

Recommendation and/or action language:

Motion to ... approve the purchase of up to 21 laptops, bags, mice and software to support.

Background: *(preferred one page or less with focus on options and decision points)* Richland County board currently is using iPads and software to get their emails, committee and board information. This practice has been in place since 2015. While it has worked well in the past there is a request to move to laptops. The committee and/or County board will need to decide if all members are on the same platform or if it can be split between iPads and laptops.

Any county board member that chooses to use a laptop will be required to complete the monthly knowbe4 training to ensure network protection. Office 365 Licensing is already included in a separate proposal that will cover either iPad or laptop. Board members will have a choice of a backpack or sling style bag to carry their laptop in.

The recommendation from MIS is to purchase the following:

- Laptops at a cost of \$774.86 each from JComp for a total not to exceed \$16,272.06.
- Cases and mice at a cost of \$51.33 per user from CDWG not to exceed \$1,137.22.
- Drop box licensing at a cost of \$15.00 per user per month not to exceed \$3,960.00
- Knowbe4 Training at a cost of \$21.93 per year per user not to exceed \$ 1,557.78

Grand Total **Not to exceed \$22,927.06**

Attachments and References:

Quotes from CDWG, Jcomp, DropBox, Knowbe4	
---	--

Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	Finance Committee to determine – not in any specified budget at this time.	
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

Approval: *Barbara J Scott*

Review:

Department Head

Administrator, or Elected Office (if applicable)



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

BARBARA SCOTT,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CFVC4F	10/3/2024	COUNTY BOARD BAGS AND MICE	5296910	\$1,137.22

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Targus Groove 16" Notebook Backpack Mfg. Part#: CVR600 UNSPSC: 53121706 Contract: Wisconsin Counties Association	21	585685	\$35.46	\$744.66
Logitech M325s Wireless Mouse, 2.4 GHz with USB Receiver, Black - mouse - 2 Mfg. Part#: 910-006825 Contract: Wisconsin Counties Association	21	7349243	\$15.87	\$333.27

SUBTOTAL	\$1,077.93
SHIPPING	\$0.00
SALES TAX	\$59.29
GRAND TOTAL	\$1,137.22

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BARBARA SCOTT RICHLAND COUNTY 221 W SEMINARY ST RICHLAND CENTER, WI 53581-2358 Phone: (608) 649-5922 Payment Terms:	Shipping Address: RICHLAND COUNTY HEALTH & HUMAN SERV ATTN:BARBARA SCOTT 221 W SEMINARY ST RICHLAND CENTER WI, WI 53581 Phone: (608) 649-5922 Shipping Method: FEDEX Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Adam Flynn | (866) 723-3621 | adamfly@cdwg.com

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<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

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Business

\$15 / user / month

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[or buy now](#) →

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🕒 Starts at 9 TB for the team

👤 One place to work together

📁 Transfer files up to 100 GB

🕒 180 days to restore deleted files

📄 Edit PDFs and get signatures

📁 Brand files you share

🔒 Password protect any files

📁 Team folders for organization

🔒 Admin-managed file access

👤 Roles, groups and permissions

Drop box – Cost total 22 *15*12= \$3960.00



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

BARBARA SCOTT,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CFV0MJ	10/2/2024	COUNTY BOARD LAPTOPS	5296910	\$17,818.91

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkBook 16 G6 IRL - 16" - Intel Core i5 - 1335U - 16 GB RAM - 512	21	7691850	\$794.00	\$16,674.00
Mfg. Part#: 21KH000AUS				

	SUBTOTAL	\$16,674.00
	SHIPPING	\$215.96
	SALES TAX	\$928.95
	GRAND TOTAL	\$17,818.91

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BARBARA SCOTT RICHLAND COUNTY 221 W SEMINARY ST RICHLAND CENTER, WI 53581-2358 Phone: (608) 649-5922 Payment Terms:	Shipping Address: RICHLAND COUNTY HEALTH & HUMAN SERV ATTN:BARBARA SCOTT 221 W SEMINARY ST RICHLAND CENTER WI, WI 53581 Phone: (608) 649-5922 Shipping Method: UPS Ground (Indy 1-2 day)
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Adam Flynn | (866) 723-3621 | adamfly@cdwg.com

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Richaland Co. MIS
October 01, 2024

Prepared By:
Robert C. Carns MCSE, CCNA, CCDA, MCNE, CCA

Qty.	Description	Price
21	Lenovo Thinkbook 16 G6 IRL Intel Core i5-1335U 10C (2P + 8E) 2 x 8GB DDR5-5200 512 GB SSD - M.2 2242 PCIe NVMe Integrated Intel Iris Xe Graphics Integrated Intel 10/100/1000 NIC Intel WiFi 6 802.11ax 2x2 + BT5.2 Windows 11 Pro 1 Year Courier or Carry-in Warranty	\$ 16,272.06
21	Upgrade to 3 Year Onsite Warranty	\$ 2,037.00



KnowBe4
 33 N Garden Avenue, Suite 1200
 Clearwater, FL
 33755 US

Created Date 10/7/2024 9:05 AM
Expiration Date 10/31/2024
Quote Number Q-1217749
Payment Terms Net 30

Prepared By Miko Alcantara
Email miko@knowbe4.com

Contact Name Barbara Scott
Contact Phone 6086495922
Contact Email barbara.scott@co.richland.wi.us

Bill to Name Richland County MIS
 221 W Seminary St
 Richland Center, WI 53581-2358
 USA

Ship to Name Richland County MIS
 221 W Seminary St
 Richland Center, WI 53581-2358
 USA

Description **Notes**

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	TERM (Mos)	UPGRADE	QTY	LIST PRICE	DISC. (%)	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
PHISHER	KnowBe4 PhishER Subscription	32	X	21	USD 32.40	15	USD 24.32	USD 0.77	USD 510.72
KMSATG	KnowBe4 Security Awareness Training Subscription Gold	32	X	21	USD 50.22	15	USD 37.70	USD 1.19	USD 791.70
KMSATP	KnowBe4 Security Awareness Training Subscription Platinum	32	X	21	USD 8.10	100	USD 0.00	USD 0.00	USD 0.00
KMSATD	KnowBe4 Security Awareness Training Subscription Diamond	32	X	21	USD 16.20	15	USD 12.16	USD 0.38	USD 255.36

Grand Total USD 1,557.78

Signature
Name
Title
Date

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax.

KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.

RESOLUTION NO. 24 - xx

Resolution Approving The Purchase Of Laptops, Software And Peripherals For County Board Members.

WHEREAS Richland County Board of Supervisors are currently is using iPads and software to get their emails, committee and board information. This practice has been in place since 2015. There is a request to move to laptops.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the purchase of up to 21 laptops, software and peripherals to support for county board members at the costs listed below, and:

Laptops at a cost of \$774.86 each from JComp for a total not to exceed \$16,272.06.	
Cases and mice at a cost of \$51.33 per user from CDWG not to exceed \$1,137.22.	
Drop box licensing at a cost of \$15.00 per user per month not to exceed \$3,960.00	
Knowbe4 Training at a cost of \$21.93 per year per user not to exceed \$ 1,557.78	
Grand Total	Not to exceed \$22,927.06

BE IT FURTHER RESOLVED that funds to carry out this Resolution shall come from the following source XXXXXXXXXXXXXXXX, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(08 OCTOBER 2024)

AYES _____ NOES _____

RESOLUTION _____ FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

STEVE CARROW
STEVE WILLIAMSON
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
MARC COUEY

DATED: OCTOBER 29, 2024

Richland County Committee

Agenda Item Cover

Agenda Item Name: EMS Medical Billing Contract Termination

Department	Emergency Services	Presented By:	M. Jessen
Date of Meeting:	10/08/2024	Action Needed:	Approval to give 60 day notice of non-renewal by 11/19/24
Disclosure:		Authority:	
Date submitted:	09/30/2024	Referred by:	Joint Ambulance Committee
Action needed by no later than (date)	10/08/2024	Resolution	

Recommendation and/or action language:

Background: The Joint Ambulance Committee discussed the current billing contract with EMSMC, which renews on January 19, 2025, unless 60 days prior written notice of non-renewal is given. A motion was made by Stittleburg, seconded by Fleming to recommend the County Board give timely notice of non-renewal of this contract, which was approved unanimously.

Attachments and References: EMSMC Contract

Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

Department Head M. Jessen

Administrator, Candace Pesch

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 20__, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and RICHLAND COUNTY AMBULANCE SERVICE (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.5% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on January 20, 2024 and shall thereafter continue through January 19, 2025, (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Richland County Ambulance Service
1027 N Jefferson Street
Richland Center, WI 53581

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103
Contracts@emsbilling.com

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Richland County Ambulance Service

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act”

N/A

(Signature of Finance Officer)

(Print Name)

Exhibit A
Patient Demographics Provided by Client

1. Projected annual billable trip volume: 1110

2. Payor mix:
 - a. Medicare – 67%
 - b. Medicaid – 15%
 - c. Insurance – 16%
 - d. Self Pay – 2%

3. Run mix:
 - a. ALSE – 38.8%
 - b. BLSE – 42.7%
 - c. ALS2 – 0.7%
 - d. TNT – 17.8%

4. Average Loaded mileage: 8

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 20__, by and between Richland County Ambulance Service hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date of the Billing Agreement, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Richland County Ambulance Service

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Richland County Committee

Agenda Item Cover

Agenda Item Name: Adoption of EMS billing and Software Contract

Department	Emergency Services	Presented By:	M. Jessen
Date of Meeting:	10/08/2024	Action Needed:	Approval to enter into an EMS billing and software contract with Unified Solutions
Disclosure:		Authority:	
Date submitted:	09/30/2024	Referred by:	Joint Ambulance Committee
Action needed by no later than (date)	10/08/2024	Resolution	

Recommendation and/or action language:

Background: The Joint Ambulance Committee reviewed a software and billing contract with Unified Solutions. A motion was made by Fleming, seconded by Nicks, to recommend the County Board approve entering into the contract with Unified Solutions for these services, which was approved unanimously.

Attachments and References: Unified Solutions Contract

Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

Department Head Michael Jessen

Administrator, Candace Pesch

THIS BILLING SERVICES AGREEMENT ("Agreement"), is entered into this 30
day of August, 2024 by and between CloudPCR, a Pennsylvania corporation and
Richland County Emergency Services ("Client").

WHEREAS, the "Client" desires to obtain the services of CloudPCR to institute the management of third-party billings on its behalf for services rendered by it; and

WHEREAS, CloudPCR is willing to provide third party billing services to the "Client" upon the terms and conditions more particularly set forth below;

NOW, THEREFORE, in consideration of such premises, and the mutual covenants hereinafter set forth, it is hereby agreed between the "CLIENT" and CloudPCR as follows:

1. Term of Contract: See Addendum Section A
2. Responsibilities and authority of billing agent: For so long as this agreement, and any renewals thereof, shall remain in effect, CloudPCR shall serve as the sole and exclusive third-party billing agent for the "Client". CloudPCR shall devote sufficient time and attention to the affairs of the "Client" to properly and responsibly fulfill duties as its billing agent. CloudPCR shall have the responsibility to prepare and send all bills to be rendered by the "Client" to third parties for services rendered by it, except for services rendered by the "Client" under separate contracts, which provide for compensation to the "Client" for the services called for therein. CloudPCR shall prepare such bills based upon the complete patient care documentation and other records submitted by the "Client" and the "Client" shall be responsible for ensuring the completeness and accuracy of such documents and for all representations made therein. CloudPCR agrees to maintain confidentiality of all patient care reports as required by applicable laws and regulations as described more particularly herein. CloudPCR shall also be responsible for the collection of fees due to the "Client", as set forth in such bills and, in connection therewith, shall render follow-up statements of account, prepare and properly submit insurance claim forms, or otherwise prepare any documents or provide any information that may be necessary in order to secure payment of fees due to the "Client" as billed by CloudPCR. CloudPCR shall not be authorized to negotiate Medicare checks on behalf of the "Client"

CloudPCR will forward all collected fees to the "Client" or directly deposit such fees in the "Client" account. CloudPCR is not obligated to institute any legal proceedings to collect such sums.

CloudPCR shall, on the "Client's" behalf, undertake "reasonable collection efforts," as that term is defined by the Centers for Medicare and Medicaid Services (CMS), for the collection of copayments and deductibles owed by Medicare beneficiaries for such accounts forwarded by the "Client" to CloudPCR. The only exceptions are in cases where the beneficiary is determined by the "Client" to be indigent and where the "Client" so notifies CloudPCR.

CloudPCR shall deliver to the "Client" President, Director or designee, in a timely fashion, but not less frequently than monthly, such sums as shall have been collected by it on behalf of the "Client". CloudPCR shall also furnish to the President, Director or designee, a report of billing and collection activities for the preceding month, which shall be in the form as agreed between the "Client" and CloudPCR. CloudPCR shall be authorized to make deposits, shall not be authorized to make payments or issue checks on behalf of the "Client", but shall be authorized, upon consultation with the President, Director or designee of the "Client", to compromise disputed billings.

3. Payment for services rendered by billing agent:

Note: All financial considerations are based on a calendar year. The "Client" will pay to CloudPCR a Base Fee, see Addendum, Section A. Additional costs may be associated with any follow-up efforts that may be required beyond the initial billing in order to effectuate collection of any account. Payments shall be made to CloudPCR upon receipt of invoice each month. The obligations of the parties concerning any accounts placed with CloudPCR prior to the expiration of the term of this agreement, and which may be collected after the termination hereof, shall be the same as provided for in this agreement and the parties shall be bound by the terms hereof as if said agreement had not terminated or expired.

4. Litigation: In the event CloudPCR or the "Client" commences litigation against the other party for a breach of this contract, the prevailing party in any litigation shall be entitled to recover its cost of litigation, including, but not limited to reasonable attorney's fees and filing fee.

5. Independent Contractor Status: CloudPCR represents and acknowledges that it is an independent contractor and is not, nor is it, nor any of its agents, to be construed as an employee of the "Client". As such, CloudPCR understands that the "Client" will not withhold any federal or state income taxes from, nor pay or deduct any F.I.C.A. contributions for payments due to CloudPCR under the terms of this agreement.

CloudPCR also acknowledges that neither it, nor any of its agents, will be covered under the terms and provisions of any unemployment, disability, worker's compensation or other policies of insurance that may be maintained by the "Client" or which are otherwise required to be maintained by an employer under applicable statutes and regulations. CloudPCR agrees to provide the "Client" with a duly executed, completed W-9 form, or such other forms as may be required by applicable statutes, and acknowledges that the "Client" will file a 1099 form, or other such form, with the federal and state tax authorities reporting payments made to CloudPCR on a calendar year basis.

CloudPCR, for its part, agrees not to represent itself to be, nor otherwise hold itself, nor any of its agents, out as an employee of the "Client" and shall be solely responsible for making all payments that may be due to federal, state or other taxing authorities on account of the payments received by it under this agreement including, but not limited to, estimated tax payments, self-employment tax, income tax and any other payments that may be provided for by statute or regulation.

6. Termination of services: This agreement may be terminated by CloudPCR upon written notice stating its intention to terminate its relationship with the “Client”, which notice must be given to the “Client” at least ninety (90) days prior to the effective date specified therein which date shall be the last day of a calendar month. The “Client” may terminate the services of CloudPCR by written notice directed to it, signed by the Mayor/President/Director or designee of the “Client”, signed at least ninety (90) days prior to the date specified.
7. Requirement of Performance: The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar matter.
8. Severability: If any provision of this Agreement shall be declared invalid by any court of competent jurisdiction, all other provisions of this Agreement shall remain valid and in full force and effect.
9. Interpretation: This agreement shall be interpreted under the laws of the Pennsylvania. All actions relating to this agreement shall be brought exclusively in a court of competent jurisdiction in Allegheny County, Pennsylvania.
10. Automatic Renewal: Unless otherwise terminated in accordance with the provisions set forth above or unless either party notifies the other, in writing, at least 90 days prior to the expiration date hereof, of its intention not to renew this agreement, this agreement shall automatically be renewed for successive, additional one year periods, upon the same terms and conditions set forth herein, and the parties shall continue to be bound thereby.
11. Complete Agreement: This agreement contains the entire understanding of the parties regarding its subject matter, and there are no other, further or different understandings, undertakings, agreements, representations, or warranties, express or implied, in any way limiting, extending, defining or relating to any provisions of this Agreement, or to any of the subject matter and things to which this Agreement relates.
12. Amendments: No agreement altering, modifying or releasing the terms of this Agreement shall be valid unless the same is in writing and executed with the same formality as this Agreement
13. Compliance: 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 address the matter. The parties shall provide copies of their compliance policies or guidelines to the other party upon reasonable written request.

14. Qualifications:

a. "Client" represents and warrants the following, both presently and during the term of this Agreement: (1) "Client" currently possesses all required licenses, certification and permits necessary to do business and will continue to maintain them during the term of this Agreement; (2) "Client" possesses a valid Medicare provider number; (3) The "Client" is in good standing with all state and federal agencies and is not currently the subject of any investigations or actions; (4) The "Client" is not excluded or subject to exclusion from any state and/or federal health care program; and (5) The "Client" complies with all applicable state and federal laws and regulations pertaining to billing for its services and will at all times continue to do so.

b. CloudPCR represents and warrants that it is not the subject of any actions or investigations pertaining to its participation in any state or federal health care program, that it is not excluded or subject to exclusion from any state or federal health care program, and that it is in good standing with all state and federal agencies pertaining to the services it provides, and that CloudPCR will remain in good standing with such agencies during the term of this Agreement.

c. CloudPCR represents, warrants and agrees that it is and will continue to be compliant with all regulations of the Client's Office of the Inspector General (OIG) and the Medicaid Inspector General.

d. Each party warrants to the other that it will check the Office of the Inspector General's List of Excluded Individuals/Entities (LEIE) prior to making a decision to employ an individual or contract with an entity to provide items or services directly or indirectly payable by a federal health care program, will check the LEIE periodically to determine whether any of its personnel or contractors have been excluded from a federal health care program, will terminate any excluded person or contractor from performing work that it is directly or indirectly payable by a federal health care program, and will immediately disclose to the other party any excluded person or contractor who has performed work for it under this contract during the period of the exclusion that was billed or would otherwise be billable to a federal health care program.

e. Notwithstanding any other provisions of this agreement, either party may terminate this agreement immediately upon the exclusion of the other party from any federal health care program.

15. Indemnification: The "Client" shall hold harmless, indemnify and defend CloudPCR against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payer, financially responsible party, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, false or fraudulent information, on the part of the "Client" or its agents, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees. CloudPCR shall hold harmless, indemnify and defend the "Client" against all claims, causes of action and damages to the extent that the same are caused by any act or omission on the part of CloudPCR or its agents, contractors or employees.

16. Records: Upon written request and reasonable advance notice, the “Client” shall have the right, during regular business hours, at a time and location designated by CloudPCR, to review financial and related information in CloudPCR’ possession that directly relate to the “Client’s” account and to CloudPCR’ services on behalf of the “Client”. All information, documentation papers and reports relative to the “Client’s” account in the possession of CloudPCR are the joint property of CloudPCR Billing, Inc. and the “Client”. “Client” may elect to use a third party to audit (i.e. view, review, copy and access) said records; however, said third party may not be an individual, entity, or employee/contractor of an entity that is a competitor of CloudPCR, in the sole determination of CloudPCR.

17. Regulatory Changes: The parties recognize that this Agreement is, always, 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 law(s) in order to effectuate the purposes and intent of this Agreement. If 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. If the parties do not agree on such written amendments within ninety (90) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms. If any laws or regulations would make such amendment impossible or futile and render performance by either party illegal or impossible for any reason, either party may terminate the Agreement as of the effective date of such laws or regulations.

18. Termination of Prior Contracts: All contracts between the parties previously executed are hereby terminated as of the effective date of this Agreement.

19. Business Associate Assurances: CloudPCR will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the “Client” in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

a. General Provisions

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA

2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of Business Associate

CloudPCR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to the “Client” any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the “Client” without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CloudPCR agree to the same restrictions, conditions, and requirements that apply to CloudPCR with respect to such information;

5. Make PHI in a designated record set available to the “Client” and to an individual who has a right of access in a manner that satisfies the “Client’s” obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by the “Client” or take other measures necessary to satisfy the “Client” obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to the “Client” or an individual who has a right to an accounting within 60 days and as necessary to satisfy the “Client” obligations under 45 CFR §164.528;

8. To the extent that CloudPCR is to carry out any of the “Client” obligations under the HIPAA Privacy Rule, CloudPCR shall comply with the requirements of the Privacy Rule that apply to the “Client” when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CloudPCR on behalf of the "Client" available to the Secretary of the Department of Health and Human Services for purposes of determining CloudPCR and the "Client" compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the "Client" notifies CloudPCR of any restriction on the use or disclosure of PHI that the "Client" has agreed to or is required to abide by under 45 CFR §164.522; and

11. If the "Client" is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), CloudPCR agrees to assist the "Client" in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the "Client" Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the "Client" agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the "Client" of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the "Client" of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by CloudPCR on behalf of the "Client" include:

The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the "Client" to its patients;

Preparation of reminder notices and documents pertaining to collections of overdue accounts;

The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the "Client" to its patients or to appeal denials of payment for the same; and

Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that CloudPCR has been engaged to perform on behalf of the "Client"

d. Termination

1. The "Client" may terminate this Agreement if the "Client" determines that CloudPCR has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this

Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, CloudPCR shall return to the "Client" or destroy all PHI received from the "Client", or created, maintained, or received by CloudPCR on behalf of the "Client" that CloudPCR still maintains in any form. CloudPCR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the above date.

"Client"

Full Name: Michael Jessen

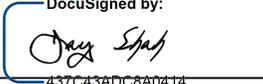
Signature: _____

Title: EMS Director

Date: _____

CloudPCR

By -Jay Shah

Signature: _____

437C43ADC8A0414...

Title: Co-Founder

Date: 8/30/2024

ADDENDUM

SECTION A



UNIFIED
SOLUTIONS

- ✓ Use Any Device
- ✓ Works Offline
- ✓ Customizable

Unified Solutions
Po Box 31727
Chicago, IL 60631
708.497.4910

Michael Jessen

Richland County Emergency Services
1027 N Jefferson St.
Richland Center, WI 53581-0251
608-604-7736

Quote Details

Quote #: 3250063
Quote Date: 8/30/2024
Valid for 30 Days

Item (Monthly)	Detail	List Price
Enterprise EMS Billing Package	<ul style="list-style-type: none"> ✓ Dedicated Concierge-Style Billing Expert ✓ PCR Billing QA ✓ Billing and Coding ✓ Insurance and Patient Management ✓ AR Revenue Cycle ✓ Advanced Reporting ✓ Performance Management 	<p>9.50%</p> <p>7.50% of collected</p>
Pro CloudPCR Licensing. (Up to 2,000 calls per year)	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ Dedicated Concierge Liaison ✓ Offline + Any Device ✓ Mobile/Tablet PCR ✓ Non-Emergent Transport Module ✓ 24/7 Help Chat ✓ PCR Customizability ✓ Multiple PCR Forms ✓ QA Dashboard Customizability ✓ Narrative Templates + Speech to Text ✓ Customizable PCR Field Grid Reporting ✓ Billing Admin Interface ✓ Prev Patient Lookup ✓ Signature Capture ✓ Google Address Lookup ✓ Digitized Paper Forms ✓ Free Unlimited Faxing ✓ QA Workflow 	<p>\$300 /mo</p> <p>\$0 /mo</p>
EMS Suite Package	Reference/Partnership Membership Pricing	<p>\$150 /mo</p> <p>\$0 /mo</p>
Truck Checks Licensing	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ Daily Inventory Checks ✓ Crew Maintenance Issue Reporting ✓ Out for Service Tracking ✓ Service Due Tracking ✓ Lifetime Cost Tracking ✓ Inspection and Cert Tracking ✓ Works on Any Device ✓ Advanced Reporting ✓ Multi-Station Support 	<p>\$50 /mo</p> <p>\$0 /mo</p>

Crew Scheduling	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ Rotation-based Scheduling ✓ Shift Templates ✓ Role-Based Permissions ✓ Advanced Reporting ✓ Alerting ✓ Works on Any Device ✓ Easy to Use 	<p>\$50 /me \$0 /mo</p>
Learning Management	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ Easy to Use ✓ Works on Any Device ✓ MultiMedia Support ✓ Document/Photo Upload ✓ Course Testing Module ✓ Easy Assignments ✓ Course Tracking 	<p>\$30 /me \$0 /mo</p>
Inventory Management	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ Easy to Use ✓ Manage Drugs ✓ Manage Equipment ✓ Manage Assets ✓ ePCR Integration ✓ Works on Any Device ✓ Configurable for Your Organization 	<p>\$30 /me \$0 /mo</p>
Asset Management	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ Cost Tracking ✓ Maintenance / Inspection Log ✓ In-Service Tracking ✓ Location Tracking ✓ Next Service Date Tracking 	<p>\$30 /me \$0 /mo</p>
Computer Aided Dispatch	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package ✓ GPS Tracking ✓ Turn-by-turn Navigation ✓ Unit Availability ✓ Transport Scheduling ✓ ePCR Integrations ✓ Advanced MDTs (mobile data terminals) 	<p>\$125 /me \$0 /mo</p>
12-Lead Integration	<ul style="list-style-type: none"> ★ Licensing is included in Billing Package 12-Lead Integration Maintenance 	<p>\$50 /me \$0 /mo</p>

Item (One time)	Detail	List Price
Billing Setup Deposit	Unlimited Training, Software Optimizations, Agency Billing SOPs, Insurance Credentialing, Revenue Performance Consulting	\$2,800 \$0
12-Lead Integration Setup	Standard Web API Integration	\$500 0
Due at Signing	Includes Billing Setup Deposit, and the waived first + last month licensing, and hosting (Deposit credited towards service fees)	\$3,130 \$0
Recurring Fee (After First Month)		7.50 % of collected

Notes:

★ Billing Partnership Program: Enterprise CloudPCR, Truck Checks, Crew Scheduling, Learning Management, Inventory Management, Asset Management, Computer Aid Dispatch and 12-Lead Integration is waived as long as the agency is in the Billing Partnership Program (Signed off by Jay Shah, Product Manager/Co-Founder)

★ Agency will receive a waived billing setup deposit of \$0 from \$2,800. (Signed off by Jay Shah, Product Manager/Co-Founder)

Jay Shah

Co-Founder / Product Manager

Unified Solutions

Richland County Farm Lease Agreement

This lease agreement entered into this _____ day of _____, 20__, between Richland County, with an address of 181 West Seminary Street, Richland Center, WI 53581 (“Landlord”) and _____, of _____ [address] (“Tenant”).

I. Property Description

The Landlord hereby leases to Tenant, to occupy and use for agricultural and related purposes, the following described property, referred to herein as the “Farm”:

[LEGAL OR OTHER SIMILAR DESCRIPTION]

[A map of the Farm, further identifying the rented land represented in this Agreement, is included as Appendix A.]

II. General Terms

- a. **Term/Time Period.** The provisions of this Agreement shall be in effect commencing on _____, 20__ and _____, 20__.
- b. **Amendments and Alterations.** Amendments and alterations to this Agreement shall be in writing and agreed upon by the parties.
- c. **No Partnership.** A partnership is not intended or implied by this Agreement.
- d. **Right of Entry.** The Landlord, as well as agents and employees of the Landlord, reserve the right to enter the Farm at any reasonable time for any reasonable purpose including to: i) consult with the Tenant; ii) make repairs, improvements, and inspections; and iii) upon notice of termination of lease, perform tillage, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the operator in carrying out regular farm operations.
- e. **No Right to Sublease.** The Landlord does not convey to the Tenant the right to lease or sublet any of the Farm or to assign this Agreement to any person or persons.
- f. **Buildings.** This Agreement does not include the use of any buildings on the Farm.

- g. **Binding on Heirs.** The provisions of this Agreement shall be binding upon the heirs, executors, administrators and successors of both parties in like manner as upon the original parties, except as provided by mutual written agreement.

III. Definitions

- a. **Contour Buffer Strips.** Narrow strips of permanent, herbaceous vegetative cover established around the hill slope, and alternated down the slope with wider cropped strips that are farmed on the contour.
- b. **Contour Farming.** Aligning ridges, furrows, and roughness formed by tillage, planting and other operations at a grade near the contour to alter the velocity or the direction of water flow.
- c. **Grassed Waterways.** A shaped or graded channel that is established with suitable vegetation to convey surface water at a nonerosive velocity using a broad and shallow cross section to a stable outlet.

IV. Land Use

a. General Use.

- i. **Best Management Practices.** This Agreement is solely for growing agricultural crops. The land described in Section I and referred to as the Farm will be farmed according to best management practices as defined by the NRCS. The best management practices include, but are not limited to, Contour Farming and Contour Buffer Strips (as further defined herein and NRCS Conservation Practice Standard, Codes 330 and 332, respectively).
 - ii. **Crop Type.** Tenant shall inform Landlord of the crops Tenant intends to plant and obtain Landlord's approval, not to be unreasonably withheld.
 - iii. **Soil Testing.** Tenant shall obtain soil testing through Richland County Land and Water Conservation Department prior to planting each year. The [Tenant] [Landlord] shall assume the costs of said testing.
- b. **Restrictions.** Specific restrictions on land use include the following:

- i. No modification to, spraying, plowing or damaging of prairies, permanent buffers or grass waterways. [See map in Appendix A for further definition]
 - ii. No cutting of live trees.
 - iii. No storing of vehicles, trucks, tractors or other personal property on the Farm without Landlord's prior written consent.
 - iv. [Manure spreading is not expressly permitted herein. Notwithstanding, the Landlord *may* approve the practice of manure spreading at Landlord's sole discretion. Tenant shall provide Landlord with a written request for permission to spread manure on the Farm; said request shall be provided to Landlord at least sixty (60) days' prior to the proposed date of spreading; and Landlord shall provide a written determination to Tenant at least fifteen (15) days' prior to the proposed date of spreading.]
- c. **Noxious Weeds.** Tenant shall use diligence to prevent noxious weeds from going to seed on the Farm. Treatment of noxious weed infestation and cost thereof shall be Tenant's responsibility.
- d. **Addition of Improvements.** Not to: i) erect or permit to be erected on the Farm any unremovable structure or building; ii) incur any expense to the Landlord for such purposes; or iii) add electrical wiring, plumbing, or heating to, or otherwise modify, any building without written consent of the Landlord.
- e. **Conservation.**
- i. Conservation Plan. In efforts to control soil erosion and otherwise promote best farm management practices, Tenant shall follow a farm conservation plan approved by the Vernon County Land and Water Conservation Department.
 - ii. Nutrient Management Plan. Tenant shall have and comply with the terms of an approved NRCS 590 Nutrient Management Plan.
 - iii. Cropping Techniques. Cropping techniques may be implemented at the discretion of the Tenant; notwithstanding, the cropping techniques must

be shown to have a soil loss tolerance (T) in accordance with the USDA NRCS Standards. The Vernon County Land and Water Conservation Department strongly encourages no-till cropping and cover cropping soil conservation practices.

- iv. Maintenance of Existing Conservation Practices. Tenant agrees to keep in good repair all terraces, open ditches, and inlets and outlets of the tile drains; to preserve all established watercourse or ditches including permanent buffers and grassed waterways; and to refrain from any operation or practice that may injure such establishments.
- f. **Damages.** Tenant shall pay Landlord reasonable compensation for any damages to the Farm for which the Tenant is directly or indirectly responsible. Exceptions are any decrease in value due to ordinary wear and depreciation.
- g. **Recreational Use Prohibited.** Use of the Farm is limited to agricultural or agricultural related use only; Landlord does not consent to the use of the Farm for recreational purposes.

V. **Mutual Agreements**

- a. **Not to obligate other party.** Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
- b. **Insurance.** Tenant shall obtain and maintain a policy of liability insurance covering liability for Tenant's acts and any loss which may be occasioned to Tenant's crops upon the property subject to this Agreement, and naming Landlord as an additional insured. Tenant acknowledges notice that Landlord does not insure Tenant against such losses. A certificate of insurance will be filed with the County Clerk within thirty (30) days of the effective date of this Agreement.
- c. **Indemnity.** Tenant shall indemnify and hold Landlord harmless from any and all claims, of every nature, which may arise from injury to person or property arising

from the use of, or operations upon, the property, except those resulting from Landlord's own negligence.

- d. **Environmental Considerations.** The Tenant shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof.

VI. **Rent Payments**

- a. **Annual Rent.** The annual cash rent for the above-described property paid by the Tenant to the Landlord will be \$_____ per acre, equaling the sum of \$_____ annually.
- b. Payments shall be made to Landlord by two (2) installments, occurring on or before April 1 and October 1 [dates] on each year of the Agreement. Prepayment accepted without penalty. Payment may be made in person or by mail to: Vernon County Clerk, 400 Courthouse Square, Suite 108, Viroqua, WI 54665.

VII. **Governing Law and Dispute Resolution**

The laws of the State of Wisconsin govern; and any disputes arising from this Agreement shall be resolved with agreed venue to be the courts of jurisdiction for Vernon County, Wisconsin.

VIII. **Termination**

- a. **Termination Date.** This Agreement terminates on the ending date stated in Section I without any notice from either party.
- b. **Early Termination.** Notwithstanding the Termination Date as defined herein above, Landlord shall have the absolute right to terminate this Agreement by written notice in the event the Landlord sells this property, or a portion thereof, and gives Tenant written notice by September 1 that the Agreement will end in the completion of the current crop year, or current calendar year, whichever occurs earlier.
- c. **Material Breach and Right to Cure.** A violation by Tenant of Sections II through V of this Agreement shall be considered a material breach. If Tenant materially

breaches this Agreement, then the Landlord will notify Tenant in breach of that fact in writing, and the Tenant in breach will be afforded thirty (30) days to cure the breach.

If the Tenant fails to cure a material breach, then the Landlord may terminate this Agreement immediately. If Landlord terminates this Agreement as a result of Tenant's failure to cure a material breach, then (i) Tenant shall vacate the Farm immediately; (ii) Tenant shall remit any remaining Annual Rent due for the year in which the Material Breach arises; (iii) Tenant shall remit Annual Rent(s) for any subsequent year(s) remaining in the term if and until Landlord is able to lease the Farm to another tenant, which Landlord agrees to make a good faith effort to so lease; and, (iv) Landlord shall have the exclusive right to occupy the Farm and take control of any crops remaining and all profit thereof.

Landlord's failure to exercise rights in this section, in response to a material breach, do not constitute a waiver of Landlord's ability to so exercise such rights in response to subsequent breaches.

This Agreement will continue beyond the ending date stated in Section 1 only by mutual written agreement.