

# Richland County

Finance & Personnel Standing Committee

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September 29, 2023

## NOTICE OF MEETING

Please be advised that the Richland County Finance and Personnel Standing Committee will convene on Tuesday, October 3<sup>rd</sup>, 2023 at 5:15 p.m. in the Richland County Board Room of the Courthouse at 181 West Seminary, 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/finance-personnel/>

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](mailto:barbara.scott@co.richland.wi.us) (email).

### Amended Agenda

1. Call To Order
2. Roll Call
3. Proof Of Notification
4. Approval Of Agenda
5. Approval Of September 5<sup>th</sup> Minutes
6. Public Comment

### Reports

7. Ordinance Codification Update
8. Radio Tower Project Update

### Financial

9. Discussion & Possible Action: 2024 Budget
10. Discussion And Possible Action On Changing Billing Provider From Cvikota To EMS|MC
11. Discussion & Possible Action: Approval Of Modification Of The HHS Addendum To The Employee Handbook

### Personnel

12. Discussion & Possible Action: Approval Of HR Generalist Position

### Closing

13. Future Agenda Items
14. Adjournment

Meeting materials may be found at <https://administrator.co.richland.wi.us/minutes/finance-personnel/>.

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 Finance and Personnel Standing Committee.

CC: Committee Members, County Board, Department Heads, Richland Observer, WRCO, Valley Sentinel, Courthouse Bulletin Board

# Richland County

Finance & Personnel Standing Committee

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September 5, 2023

The Richland County Finance and Personnel Standing Committee convened on Tuesday, September 5, 2023 in person at 5:15 PM in the County Boardroom of the Richland County Courthouse.

**Call To Order:** Committee Chair Brewer called the meeting to order at 5:15 p.m.

**Roll Call:** Clerk Kalish conducted roll call. Committee members present included County Board Supervisors Steve Carrow, Marty Brewer, Melissa Luck, Gary Manning, Timothy Gottschall, David Turk, Steve Williamson, and Marc Couey.

**Proof Of Notification:** Clerk Kalish confirmed the meeting had been properly noticed.

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

**Approval Of August 2<sup>nd</sup> Minutes:** Hearing no additions or corrections, Chair Brewer declared the August 2, 2023 minutes approved as presented.

**Public Comment:** None present for Public Comment.

## Reports

**Southwest Wisconsin Regional Planning Commission:** SWWRPC Director Troy Maggied presented a summary of the benefits and financial returns Richland County has received during the past five years as a result of the work by his organization for the county.

## Financial

**Discussion & Possible Action – 2024 Preliminary Budget:** Administrator Pesch reviewed highlights from the 2024 preliminary budget. Pesch noted that increases to shared revenues from the state and an increase in earnings from investment income assisted in the alleviation of previous projected budget constraints. Pesch also noted that the preliminary budget included a 5% and one step pay increase for most employees within the county. Pesch stated that the preliminary budget is a work in progress and that the final version will be presented for adoption in October. No action needed or taken on this agenda item.

**Discussion & Possible Action – Initial Resolution Authorizing Not To Exceed \$1,010,000 General Obligation Promissory Notes For Capital Improvement Projects:** Carol Wirth from Wisconsin Public Finance Professionals reviewed the proposed capital improvement projects borrowing for 2024. Motion by Gottschall second by Turk to approve initial resolution and forward to County Board for full Board approval. Motion carried and resolution forwarded to County Board for full Board approval.

**Discussion & Possible Action – Approval Of A Municipal Advisory Agreement With Wisconsin Public Finance Professionals, LLC:** Carol Wirth from Wisconsin Public Finance Professionals reviewed the municipal advisory agreement and the scope of services included within the agreement. Motion by Carrow second by Couey to approve municipal advisory agreement with Wisconsin Public Finance Professionals, LLC in the amount of \$10,500.00 and to forward to County Board for full Board

# Richland County

Finance & Personnel Standing Committee

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approval. Motion carried and resolution forwarded to County Board for full Board approval.

**Discussion & Possible Action – Approval Of A Fee Increase For Marriage Licenses And Waivers:** Clerk Kalish reviewed marriage license and waiver fees charged. Motion by Manning second by Couey to approve increase of marriage license fees from \$50.00 to \$75.00 and waiver fees from \$5.00 to \$15.00. Motion carried and resolution forwarded to County Board for full Board approval.

**Discussion & Possible Action – Review Bids & Possible Approval Of Sale Of Tax Deed Property – Orion Parcel 020-4212-4200:** Treasurer Even opened the two sealed bids received by stated deadline. Motion by Gottschall second by Williamson to approve sale of tax deed property 020-4212-4200 to Aaron Halverson in the amount of \$3,101.00. Motion carried and sale declared approved.

**Discussion & Possible Action – Review Bids & Possible Approval Of Sale Of Tax Deed Property – Viola Parcel 186-1833-1470:** Treasurer Even opened the two sealed bids received by stated deadline. Motion by Manning second by Carrow to approve sale of tax deed property 186-1833-1470 to Seth Voeltner in the amount of \$10,627.00. Motion carried and sale declared approved.

**Discussion & Possible Action – Recognition Of Board Members & County Employees:** Recognition of county employees and officials was reviewed. Discussion regarding how and when to recognize any county employee or official continued. Hochkammer noted that a review of the Rules of the Board may help clarify the recognition process and Chair Brewer questioned whether or not staff members should bring a resolution of recognition forward to the Board for action as needed. Chair Brewer noted that further discussion and exploration on this topic was needed. No action needed or taken on this agenda item.

**Discussion & Possible Action – Approval Of Finance Director Position & Job Description:** Administrator Pesch stressed the need for the position, reviewed the position description, and noted that it was rated at pay grade Q with a salary range of \$83,803.20 to \$95,222.40. Hochkammer noted there are needs that must be addressed by an individual in this role. Motion by Williamson second by Gottschall to approve creation and hire of Finance Director. Motion carried and item forwarded to County Board for full Board approval.

**Discussion & Possible Action – Approval Of Human Resources Generalist Position:** Administrator Pesch stated that the hire of a HR Director is no longer needed as she is capable of performing the higher level duties expected of a HR Director. Pesch noted that there is a greater need for a HR Generalist to assist in the general day-to-day human resources operations within the county. Motion by Carrow second by Couey to approve the creation of a Human Resources Generalist job description. Motion carried. Administrator Pesch will present completed HR Generalist to Finance and Personnel Standing Committee when finished.

## **Future Agenda Items:**

Carrow: Written update on radio tower project

Luck: Update of status of ordinance codification

**Adjournment:** Motion by Manning second by Carrow to adjourn. Motion carried and meeting adjourned at 6:58 p.m.

# Richland County

Finance & Personnel Standing Committee

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Derek S. Kalish  
Richland County Clerk

# Richland County Radio Project Monthly Summary – September 2023

## ▪ Key Understandings:

- **General** – As the system design settled into nine (9) site locations in the Detailed Design Review (DDR) version, the County's team asked to recheck the site locations to maximize indoor coverage levels and attempt to improve various civil build concerns. Improved USCC connection.
- **October Goals** – Set final site locations, Approve DDR with radio vendor, Engineering ahead of weather, develop site agreements.

## ▪ Radio Vendor Updates:

- **General** – The DDR document has been completed except for the final coverage model detail due to potential site shifts. Some equipment orders have been placed with the vendor's comfort level.
- **October Goals** – DDR Finalized, Additional equipment orders placed, FCC licensing process started, microwave design engineered.

## ▪ Site Acquisition Updates:

- **General** – USCC to Richland County contact was made to improve assurances of using three sites.
  - **Richland Center** – Tentative understanding with USCC, application submitted.
  - **Gotham** – LOI with landowner, but alternate locations being considered.
  - **Muscoda** - Tentative understanding with USCC, application submitted.
  - **Westport** - Tentative understanding with Richland Grant Telco, but alternate locations being considered.
  - **Boaz** - Tentative understanding with USCC, application submitted.
  - **Viola** – LOI with landowner
  - **Yuba** – LOI with landowner, but alternate locations being considered.
  - **Bunker Hill** - Tentative understanding with Richland Grant Telco.
  - **Keyesville** – County property, but alternate locations being considered.
- **October Goals** – Approve site use and develop use agreements to final draft versions, Understand USCC engineering and finalize use agreements (X3), react to any site concerns.

## ▪ Civil Engineering Updates:

- **General** – Survey work and design work completed where possible, holding where alternate considerations.
  - **Richland Center** – Updated plan set with separate ground space, Engineering from USCC
  - **Gotham** – Updated plan set with survey completed, regulatory on hold while alternates considered.
  - **Muscoda** – Initial plan set with shelter consideration, Engineering from USCC
  - **Westport** – Initial plan set developed, holding on survey while alternate locations being considered.
  - **Boaz** – Plan set being developed, Engineering from USCC
  - **Viola** – Plan set developed, holding on survey work until others.
  - **Yuba** – Initial plan set developed, holding on survey while alternate locations being considered.
  - **Bunker Hill** – Plan set being developed, holding on survey work until others.
  - **Keyesville** – Updated plan set with survey completed, regulatory on hold while alternates considered.
- **October Goals** – Finish survey work and regulatory reviews ahead of weather concerns on 6 greenfield sites.



SITE NAME		SITE OWNER	TYPE	HEIGHT		System Antennas		Tower	Generator	Site Grounding	Site Improve	Shelter	1st Year Lease	Electrical Service	
								new or strength							
Richland Center	1	USCC	self-support	320		1 5/8 TX - 1 5/8 RX - Dish - Dish		\$19,200.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$0.00	\$5,000.00	
Gotham	2	County (Greenfield)	self-support	275		1 5/8 TX - 1 5/8 RX - Dish - Dish		\$330,000.00	\$46,000.00	\$13,000.00	\$34,000.00	\$90,000.00	\$5,000.00	\$12,000.00	
Muscods (East)	3	USCC	self-support	220		2 5/8 TX - 1 5/8 RX - Dish - Dish		\$13,200.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	
Westport	4	County (Greenfield)	self-support	195		3 5/8 TX - 1 5/8 RX - Dish - Dish		\$234,000.00	\$46,000.00	\$13,000.00	\$40,000.00	\$90,000.00	\$5,000.00	\$12,000.00	
Boaz	5	USCC	self-support	300		4 5/8 TX - 1 5/8 RX - Dish - Dish		\$18,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$5,000.00	\$5,000.00	
Vois	6	County (Greenfield)	self-support	195		5 5/8 TX - 1 5/8 RX - Dish - Dish		\$234,000.00	\$46,000.00	\$13,000.00	\$40,000.00	\$90,000.00	\$5,000.00	\$12,000.00	
Yuba	7	County (Greenfield)	self-support	195		6 5/8 TX - 1 5/8 RX - Dish - Dish		\$234,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$5,000.00	\$10,000.00	
Bunker Hill	8	Grant Telco	guyed	275		7 5/8 TX - 1 5/8 RX - Dish - Dish		\$330,000.00	\$46,000.00	\$13,000.00	\$13,000.00	\$0.00	\$5,000.00	\$0.00	
Keyesville	9	County (Greenfield)	self-support	195		8 5/8 TX - 1 5/8 RX - Dish - Dish		\$234,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$5,000.00	\$10,000.00	
<b>Current Design</b>		<b>\$3,095,400.00</b>						<b>\$0.00</b>	<b>\$1,646,400.00</b>	<b>\$368,000.00</b>	<b>\$109,000.00</b>	<b>\$236,000.00</b>	<b>\$630,000.00</b>	<b>\$40,000.00</b>	<b>\$66,000.00</b>





				<b>Yearly</b>	<b>2023/2024 Cost</b>
Richland Center	1	USCC	USCC Lease	No Charge	
Gotham	2	County (Greenfield)	Landowner Lease	\$5,000	\$10,000
Muscoda (Eagle)	3	USCC	USCC Lease	\$7,500	\$15,000
Westport	4	County (Greenfield)	Richland Telco Lease	\$2,000	\$4,000
Boaz	5	USCC	USCC Lease	\$7,500	\$15,000
Viola	6	County (Greenfield)	Landowner Lease	\$5,000	\$10,000
Yuba	7	County (Greenfield)	Landowner Lease	\$5,000	\$10,000
Bunker Hill	8	Grant Telco	Richland Telco Lease	\$2,000	\$4,000
Keyesville	9	County (Greenfield)	County owned	No Charge	

**\$68,000.00**

SITE NAME	SITE OWNER	TYPE	HEIGHT	System Antennas	Yearly Lease	Tower <i>new or strength</i>	Generator	Site Grounding	Site Improve	Shelter	Civil Eng	Fees & Approvals
Richland Center	1 US Cellular	self-support	320	7/8 TX - 7/8 RX - Dish - Dish - Dish	\$144,000.00	\$19,200.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Gotham	2 County (Greenfield)	self-support	300	7/8 TX - 7/8 RX - Dish - Dish	N/A	\$270,000.00	\$50,000.00	\$10,000.00	\$24,000.00	\$75,000.00	\$40,000.00	\$2,000.00
Eagle	3 US Cellular	self-support	220	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$13,200.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Westport	4 Grant Telco	self-support	120	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$7,200.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Ash Ridge	5 State of Wisconsin	owned	300	7/8 TX - 7/8 RX - Dish - Dish	N/A	\$18,000.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Bunker Hill	6 Telco	owned	150	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$9,000.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Ithica	7 M3 Hilbert	owned	300	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$18,000.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Blue River	8 M3 Hilbert	owned	230	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$13,800.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Sylvan	9 Telco	owned	180	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$10,800.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
Rockbridge	10 M3 Hilbert	owned	300	7/8 TX - 7/8 RX - Dish - Dish	\$144,000.00	\$18,000.00	\$50,000.00	\$10,000.00	\$12,000.00	\$75,000.00	\$28,000.00	\$2,000.00
<b>Gencomm RFP</b>	<b>\$1,899,200.00</b>				<b>\$0.00</b>	<b>\$397,200.00</b>	<b>\$500,000.00</b>	<b>\$100,000.00</b>	<b>\$132,000.00</b>	<b>\$750,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>
SITE NAME	SITE OWNER	TYPE	HEIGHT	System Antennas	Yearly Lease	Tower <i>new or strength</i>	Generator	Site Grounding	Site Improve	Shelter	1st Year Lease	Electrical Service
Richland Center	1 USCC	self-support	320	7/8 TX - 7/8 RX - Dish - Dish - Dish		\$19,200.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$0.00	\$5,000.00
Gotham	2 County (Greenfield)	self-support	195	7/8 TX - 7/8 RX - Dish - Dish	\$234,000.00	\$46,000.00	\$13,000.00	\$34,000.00	\$90,000.00	\$5,000.00	\$10,000.00	
Mascota (Eagle)	3 USCC	self-support	220	7/8 TX - 7/8 RX - Dish - Dish	\$13,200.00	\$13,200.00	\$50,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$0.00	\$7,500.00
Westport	4 County (Greenfield)	self-support	275	7/8 TX - 7/8 RX - Dish - Dish		\$330,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$5,000.00	\$20,000.00
Boaz	5 USCC	self-support	300	7/8 TX - 7/8 RX - Dish - Dish		\$18,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$7,500.00	\$10,000.00
Viola	6 County (Greenfield)	self-support	195	7/8 TX - 7/8 RX - Dish - Dish	\$234,000.00	\$46,000.00	\$13,000.00	\$40,000.00	\$90,000.00	\$5,000.00	\$20,000.00	
Yuba	7 County (Greenfield)	self-support	195	7/8 TX - 7/8 RX - Dish - Dish	\$234,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00	\$5,000.00	\$10,000.00	
Bunker Hill	8 Grant Telco	owned	275	7/8 TX - 7/8 RX - Dish - Dish	\$330,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$7,500.00	\$5,000.00	\$0.00	
Keyesville	9 County (Greenfield)	self-support	275	7/8 TX - 7/8 RX - Dish - Dish		\$330,000.00	\$46,000.00	\$13,000.00	\$26,000.00	\$90,000.00		\$10,000.00
<b>Current Design</b>	<b>\$3,216,900.00</b>				<b>\$0.00</b>	<b>\$1,742,400.00</b>	<b>\$368,000.00</b>	<b>\$104,000.00</b>	<b>\$230,000.00</b>	<b>\$647,500.00</b>	<b>\$40,000.00</b>	<b>\$85,000.00</b>
					Note:	GF Tower = height X \$1200						
					Note:	Tower strength = height X \$60						
					Note:	Fees & Approvals - National Environmental Protection Act/FAA/IA Certification/Archaeological Survey						
					Note:	Yearly Lease= \$1200 per month						

Common Project Pace:	Potential Completion Date:	Understandings	Considerations	Speeding up the process
Civil Engineering Work	4/1/2023	Engineering work can hinge on some of the vendor supported processes such as soil sampling and the risk a client wants to take with doing these processes without reaching a regulatory approval.		
Civil Bid Release	1/1/2024	The process of releasing a bid request usually follows with two key tasks being completed. Site drawings and engineering work tends to take about 30 - 60 days when weather is good. This work provides an understanding of the needs for each site. The second task is regulatory approval, key on greenfield sites and is more of a 60 - 120 day process for all tasks.	At some point in the regulatory process, it is understood that approval is coming when it processes are completed.	A civil bid can be released when site designs are completed, but regulatory is not finalized. This can open the County up to a change order from any vendor if needed because a failure in the regulatory process.
Civil Vendor Contract	2/1/2024	Once under contract we get an understand of equipment timeframes. Key items in Richland will be towers, shelters, and generators. Work can be done through the winter months, but it can slow the timeline.	Generators are current items known to be having long lead times and may slow project completion, but can be worked around in getting radio system on the air.	Civil bid requests can be used to focus on equipment availability. This can come with taking a higher priced bid. Another option is seeking equipment bids on items that are considered having lengthy build timelines.
Punchlist items remaining	9/1/2024	Civil punchlist work it usually minor items. This stage signals sites are likely powered and radio equipment is usually installed within the shelters.		
Civil Vendor & Engineering Contract Closeout	11/1/2024	Civil work is normally completed and both the civil vendor and engineering firm are done with the project ahead of the go-live timeline.		

# 2024 Proposed Budget Summary

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# 2024 Proposed Budget Highlights

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- \*Increase in Shared Revenue - \$803,000
- \*Increase in investment income - \$375,000
- \*Excess bonding premium used as one-time offset to debt service expenses - \$321,899
- \*No General Fund balance, Contingency Funds, or ARPA funds used to balance budget
- \*Includes 5% COLA + one step salary increase for staff
- \*Reduction in short-term borrowing for capital improvement projects - \$40,000
- \*Includes 13% increase for health insurance

# Revenue Type Summary

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**Taxes:** County sales tax, interest of taxes, and MFL/Forest Crop

**Tax Levy:** Funding gap between revenues and expenditures

**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-departmental fees

**Commercial Revenues:** Investment income (General Fund, Judgements, and Circuit Court)

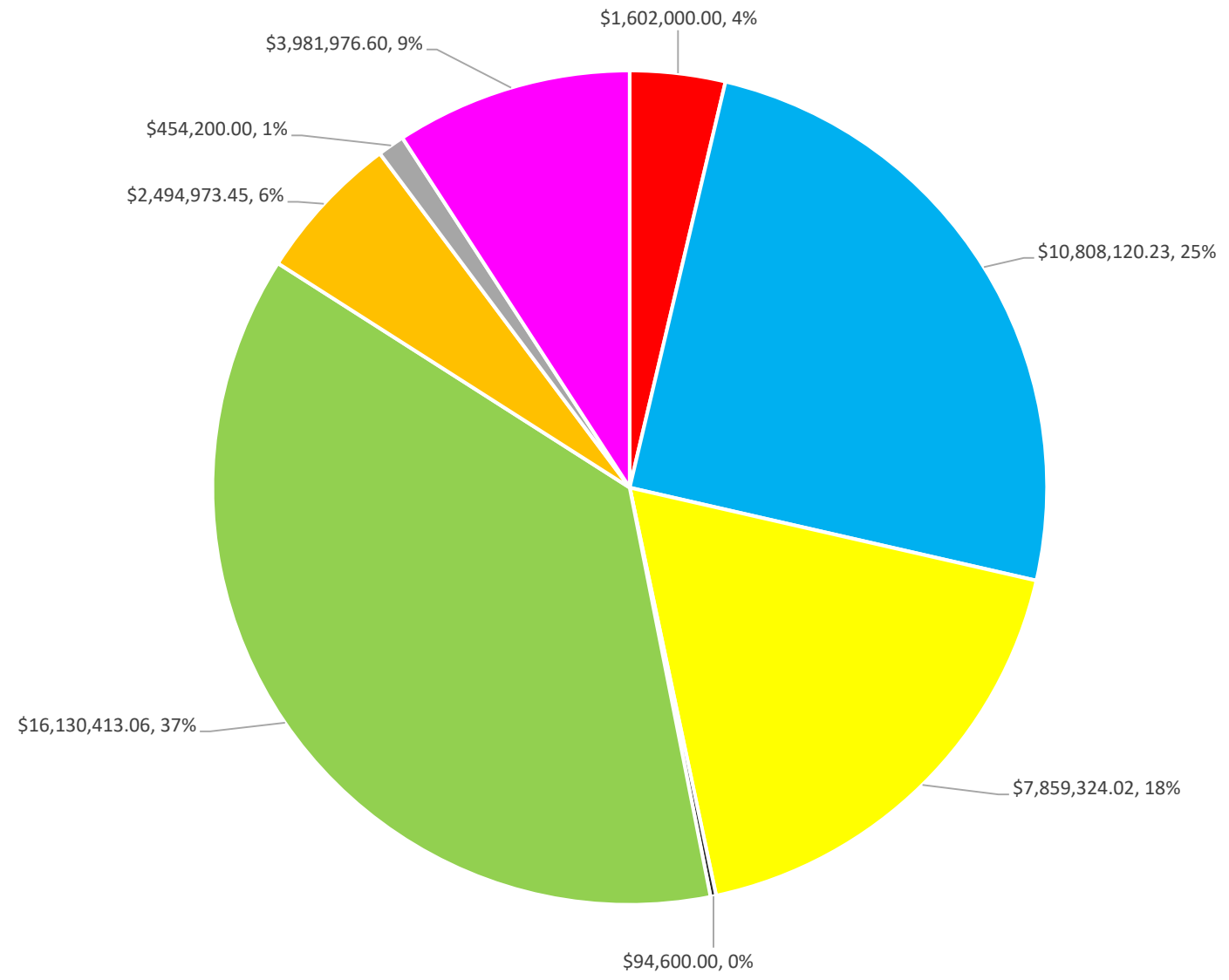
**Highway:** GTA, Operational, Town Bridge 50/50 Cost Share, Wheel Tax, State Maint. Agreements

# 2024 Proposed Revenues

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2024 Proposed Revenues	
Taxes	\$1,602,000.00
Tax Levy	\$10,808,120.23
Intergovernmental	\$7,859,324.02
Regulation & Compliance	\$94,600.00
Public Charges For Services	\$16,130,413.06
Other General Revenues	\$2,494,973.45
Commerical Revenues	\$454,200.00
Highway	\$3,981,976.60
TOTAL	\$43,425,607.36

# 2024 Proposed Revenues



■ Taxes ■ Tax Levy ■ Intergovernmental ■ Regulation & Compliance ■ Public Charges For Services ■ Other General Revenues ■ Commerical Revenues ■ Highway



## Expense Type Summary

**General Government:** General Administration

**Public Safety:** Sheriff – Ambulance – Emergency Govt – Animal Control – LEPC

**Health & Social Services:** Pine Valley – Health & Human Services (all depts.) – Child Support - Veterans

**Transportation:** Airport

**Highway:** Administration – CTHS – Bridge Construction – Town Bridge Cost Share – Equipment – State Maint. 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

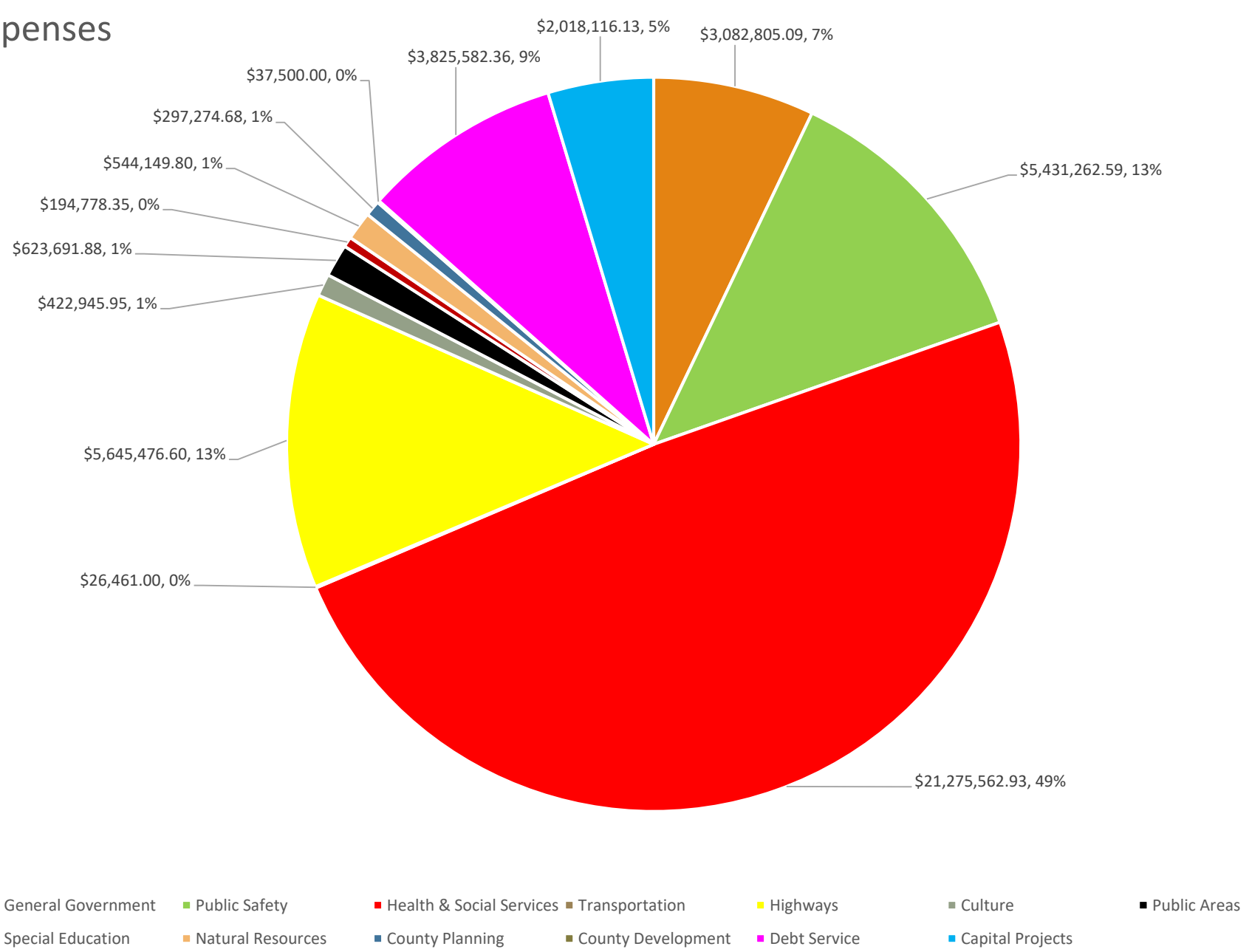
# 2024 Proposed Expenses

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2024 Proposed Expenses	
General Government	\$3,082,805.09
Public Safety	\$5,431,262.59
Health & Social Services	\$21,275,562.93
Transportation	\$26,461.00
Highways	\$5,645,476.60
Culture	\$422,945.95
Public Areas	\$623,691.88
Special Education	\$194,778.35
Natural Resources	\$544,149.80
County Planning	\$297,274.68
County Development	\$37,500.00
Debt Service	\$3,825,582.36
Capital Projects	\$2,018,116.13
TOTAL	\$43,425,607.36

*New Positions Included In 2024 Proposed Budget: Finance Director, HR Generalist, and Jail Administrator*

# 2024 Proposed Expenses



# 2024 Debt Service Summary

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2023 DEBT SCHEDULE	
	Principal Only
	AMOUNT
	OUTSTANDING
DEBT ISSUES	12/31/2023
Taxable G.O. Refunding Bonds (Debt Consolidation)	485,000.00
G.O. Refunding Bonds (Debt Consolidation)	1,345,000.00
G.O. Promissory Notes (Capital Improvement Projects)	2,135,000.00
G.O. Pine Valley Construction Bonds (PVCV)	8,495,000.00
G.O. Pine Valley Construction Bonds (PVCV)	7,530,000.00
G.O. Capital Impr. Bonds - Radio Tower (Radio Tower)	8,100,000.00
<b>TOTALS</b>	<b>28,090,000.00</b>

## 2024 Debt Summary (Remaining Principal Only)

General: 3,965,000

Pine Valley: 16,025,000

Radio Tower: 8,100,000

Short-Term Borrowing: 1,010,000

## 2024 Debt Payment Summary (Principal & Interest)

General: 937,515

Pine Valley: 1,476,200

Radio Tower: 388,842.36

Short-Term Borrowing: 1,022,625

2024

Levy By Department  
Proposed Summary

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## 2024 Levy By Department Preliminary Summary

DEPARTMENT	2023 LEVY	2024 LEVY	PLUS OR MINUS	% OF 2024 LEVY
Animal Control-Dog License Fees	14,425.00	14,550.00	125.00	0.13
Child Support Program	64,980.34	31,245.21	-33,735.13	0.29
Circuit Court	111,601.36	173,752.03	62,150.67	1.61
Conservation Planner Technician	12,972.53	35,528.98	22,556.45	0.33
Coroner	49,800.00	49,800.00	0.00	0.46
Corporation Counsel	61,000.00	65,000.00	4,000.00	0.60
County Board	49,914.78	44,871.00	-5,043.78	0.42
County Administrator	358,045.12	592,465.94	234,420.82	5.48
County Clerk	187,731.46	187,840.59	109.13	1.74
County Parks	37,644.38	62,803.44	25,159.06	0.58
County Treasurer	173,367.82	168,811.21	-4,556.61	1.56
Courthouse	218,411.88	259,527.85	41,115.97	2.40
Courthouse Repair Outlay	20,000.00	20,000.00	0.00	0.19
Court Mediation	400.00	340.00	-60.00	0.00
Debt Service	3,527,387.50	3,825,582.36	298,194.86	35.40
District Attorney	195,174.56	217,200.24	22,025.68	2.01
Economic Development	77,057.06	30,000.00	-47,057.06	0.28
Elections	41,290.00	63,369.00	22,079.00	0.59
Emergency Government	44,004.99	51,124.32	7,119.33	0.47
Fairs and Exhibits	15,000.00	34,344.33	19,344.33	0.32
Family Court Commissioner	28,665.78	29,155.35	489.57	0.27

Health and Human Services	956,084.96	882,430.44	-73,654.52	8.16
Highway	1,663,500.00	1,663,500.00	0.00	15.39
Management Information Systems	274,309.64	319,729.01	45,419.37	2.96
Institutional Costs Funds	1,385,000.00	1,385,000.00	0.00	12.81
Land Conservation	138,288.08	124,223.82	-14,064.26	1.15
Local Emergency Planning Committee	5,725.68	5,281.21	-444.47	0.05
Property Lister	119,510.37	112,674.01	-6,836.36	1.04
Register of Deeds	7,287.88	-16,025.11	-23,312.99	-0.15
Register in Probate	187,374.76	210,940.26	23,565.50	1.95
Sheriff's Department	3,573,111.04	4,019,199.00	446,087.96	37.19
911 Outlay	50,000.00	50,000.00	0.00	0.46
Surveyor	3,900.00	3,900.00	0.00	0.50
Symons Recreation Complex	32,295.31	54,492.06	22,196.75	0.50
University Extension	192,492.85	194,778.35	2,285.50	1.80
UW Food Service	-37,032.27	0.00	-37,032.27	0.00
UW-Richland Outlay	40,000.00	80,000.00	40,000.00	0.74
Veterans Service Office	90,615.92	96,983.36	6,367.44	0.90
Videoconferencing	4,000.00	4,000.00	0.00	0.04
Watershed Maintenance	2,000.00	2,174.00	174.00	0.02
Zoning	71,175.74	98,955.85	27,780.11	0.92
General	-3,594,547.50	-4,441,427.88	-846,880.38	-41.09
TOTALS	10,453,967.02	10,808,120.23	280,088.67	100

Agreement for Services

County of Richland

THIS SERVICE AGREEMENT (the "Agreement") is made between County of Richland (CLIENT) and The Cvikota Company, Inc. (CVIKOTA) aka The Billing Pros. (This Agreement shall be effective for Services (as defined below) beginning on the 1st day of January 1<sup>st</sup>, 2017 (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Addenda, CLIENT and CVIKOTA agrees as follows:

1. **Services.** CVIKOTA will apply its best efforts to obtain reimbursement for CLIENT's charges for patient clinical procedures and medical services ("Medical Services") rendered on or after the Effective Date, through billing of patients and third party payers and the management of CLIENT's accounts receivable (the "Services"). During the term of this Agreement, CVIKOTA shall be the sole provider of the Services to CLIENT.
  
2. **Term.**
  - a. **INITIAL TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR (THE "INITIAL TERM") FROM THE EFFECTIVE DATE.**  
VVV initials)
  
  - b. **AUTOMATIC RENEWAL. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ADDITIONAL ONE (1) YEAR TERMS, UNLESS EITHER PARTY GIVES THE OTHER WRITTEN NOTICE (AS PROVIDED IN SECTION 7 OF ADDENDUM 1 OF THIS AGREEMENT) DECLINING RENEWAL AT LEAST NINETY (90) DAYS BEFORE THE END OF THE THEN CURRENT TERM.** VVV (CLIENT initials)
  
  - c. **FEES AT RENEWAL. THE FEES APPLICABLE TO ANY RENEWAL TERM SHALL REMAIN THE SAME AS THOSE OF THE PREVIOUS TERM UNLESS THE PARTIES OTHERWISE AGREE IN WRITING.** VVV (CLIENT initials)
  
  - d. **Early Termination Fee.** Should CLIENT require early termination, CLIENT agrees to pay CVIKOTA an Early Termination Fee of seventy five percent (75%) of its fee for the remainder of the term based upon the average gross collections for the previous twelve (12) months or from the Effective Date, whichever is less. The Early Termination Fee shall be due in full by the termination of service by CVIKOTA. The Early Termination Fee shall be waived if CLIENT is unable to complete the term of this Agreement due to catastrophic events such as disability or similar events.
  
  - e. **Early Termination for Cause.** Notwithstanding the foregoing, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within forty-five (45) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; CVIKOTA becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, or as otherwise specified herein.
  
3. **Fees.**
  - a. Beginning as of the Effective Date, CLIENT agrees to pay CVIKOTA monthly, a base fee of 7.5 % per month of gross collections (the "Base Fee") or \$500.00; whichever is greater for all dates of service beginning December 1st, 2016. Gross collections shall be defined as the total sum of all monies collected for all clinical services rendered by CLIENT. The Base Fee shall also be charged for collection agency recoveries.
  
  - b. Ancillary Fees.
    - i. Cvikota shall be entitled to the following fees for ancillary services when requested by CLIENT:

- a. Maintenance of credentialing, Revalidation, EDI, and miscellaneous forms applications and submissions, \$75 per application
- b. Mileage for requested travel is billable at the published US Government rate

Notwithstanding the foregoing, in the event that:

- a. CLIENT fails to disclose to CVIKOTA, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by CVIKOTA; or,
- b. CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like), CVIKOTA may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), CVIKOTA shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees to the proposed adjustment, this Agreement shall be amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the proposed adjustment or the parties have not otherwise agreed as to an adjustment to the Base Fee, CVIKOTA may terminate this Agreement on ninety (90) days advance written notice.
- c. Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause (b) shall be effective as of the end of the Discussion Period.

CLIENT agrees to pay the Base Fee and Additional Charges within fifteen (15) days after receipt of each invoice from CVIKOTA. CVIKOTA shall maintain supporting documentation of the basis for the allocation of postage costs, and shall provide such data upon request.

Notwithstanding anything to the contrary in this Agreement, CVIKOTA shall have the right to terminate this Agreement immediately if CLIENT defaults on its payment obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days after CVIKOTA delivers written notice of such default to CLIENT.

#### **4. Relationship Details**

**In performance of their duties for the collection of reimbursement for services rendered by CLIENT, CVIKOTA shall:**

- a. Provide access to Cvikota practice management software for the purpose of appointment scheduling, patient registration, and account inquiry. CLIENT is responsible to provide internet connectivity.
- b. Issue bills to individuals for all self pay patients with a minimum two statements and one script letter (COLLECTION NOTICE). CLIENT shall be given limited discretion regarding the wording to appear on bills and letters.
- c. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely (within five business days of receipt) in an accurate manner subject to CLIENT'S obligation under the Agreement to provide accurate and complete demographic information.
- d. Issue initial billings to patients and/or third parties within seven business days of receiving all required information.
- e. Submit claims electronically to all third party payers capable of accepting claims in electronic format.
- f. Prepare and deliver month-end reports of the billing performance and practice statistics.
- g. Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
- h. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.
- i. Prepare refund checks as directed by CLIENT for CLIENT signature, unless prohibited by third party payer rules or regulations.
- j. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
- k. Review and make timely recommendations with respect to coding.



- l.** Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations, which are made known to providers and third party billing agents or otherwise known, to CVIKOTA.

**CLIENT, in supporting the success of the billing process and to facilitate optimal performance by CVIKOTA, shall:**

- a.** Identify one administrative and one clinical representative to whom CVIKOTA may, respectively, address all matters related to Services under this Agreement. If CVIKOTA performs coding for CLIENT, CLIENT shall also appoint a coding representative. All CLIENT representatives shall have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon CVIKOTA's request, receive confirmatory memoranda or letters, which shall thereupon be incorporated into this Agreement by reference. These individuals shall provide timely response to all reasonable requests by CVIKOTA.
- b.** CLIENT warrants that CVIKOTA may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices; and, provider signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
- c.** As part of preparing a service report, CLIENT providers shall apply their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. CVIKOTA shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate.
- d.** CLIENT shall assist CVIKOTA in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by CVIKOTA in an efficient and cost-effective manner.
- e.** CLIENT shall provide CVIKOTA with timely notice (sixty [60] days in advance) of the expected addition or departure of a provider in order for CVIKOTA to have adequate time to perform its duties under the agreement. CVIKOTA shall not be responsible for losses or delays in payment resulting from untimely notice.
- f.** CLIENT shall provide timely (within five [5] business days of receipt) response to chart and other information requests, made by payers and forwarded from CVIKOTA.
- g.** Upon receipt of the requisite research and worksheets from CVIKOTA, CLIENT shall timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify CVIKOTA of the receipt of cancelled checks upon which CVIKOTA shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
- h.** CLIENT shall be responsible for assuring that all information required for provider enrollment, if performed by CVIKOTA, is provided timely, accurately and completely. CVIKOTA shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.
- i.** CLIENT shall give CVIKOTA timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that CVIKOTA may accommodate these changes, as necessary.

5. Miscellaneous.

- a. This Agreement and attached schedules constitutes the entire Agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No Agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either Party unless in a writing signed by both Parties' authorized representatives.
- b. Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement shall be deemed assigned to, and shall be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party. Any assignment in violation of this section is void.
- c. CVIKOTA and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

By: Victor W. Wood

Title: Richland County Clerk

Date: January 19, 2017

CVIKOTA

By: Joel Kent

Title: EMS Division Director

Date: January 12, 2017

## Addendum 1

### Procedures and Miscellaneous Provisions

1. **Bank Account.** A bank account shall be maintained in the name of CLIENT at a bank approved by CLIENT and all cash receipts shall be deposited daily into the bank account by CVIKOTA, at the election of the CLIENT. CVIKOTA shall have no signatory or ownership rights in the bank account and shall have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to CLIENT. CLIENT shall be responsible for all bank charges.
2. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide to CVIKOTA with accurate and complete demographic, procedure and charge information, at no cost to CVIKOTA (“Demographic Information”). CLIENT acknowledges that CVIKOTA shall rely on the Demographic Information in providing the Services and that the timing and amount of Gross Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of CVIKOTA.

CVIKOTA shall bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by CVIKOTA. CVIKOTA shall indemnify and hold harmless CLIENT against any damages or liabilities incurred by CLIENT, its employees or contractors arising out of the failure of CVIKOTA’s knowing or willful violation of aforementioned laws and regulations.

The parties may, from time to time, mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures, or amendments thereto, shall, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

3. **Confidentiality of CLIENT Information.** CVIKOTA agrees not to disclose to anyone other than CLIENT any information about CLIENT’s fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT’s patients received in the course of performing the Services (CLIENT’s “Confidential Information”), except as required to bill charges, as legally required or as otherwise provided herein .

CLIENT agrees that is shall not disclose to third parties the software and resulting or related processes or documentation of the proprietary software employed by CVIKOTA to provide the Services or any information about CVIKOTA’s fees, operations, business methods or strategies except as required by law (CVIKOTA’s “Confidential Information”). Each party’s Confidential Information shall remain the property of that party, during and after this Agreement.

Each party affirms that it shall at all times have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that complies with the foregoing and that such Confidentiality Agreement(s) shall survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that CVIKOTA may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of CVIKOTA.

4. **Software and Proprietary Information.** CVIKOTA affirms that it shall at all times during the term of this Agreement, have a valid and current copy of and license for use of any third party billing software used to provide the Services and that the CLIENT shall be given timely notice of any changes in third party software vendor or system to the extent those changes would materially affect the Services. The parties agree that CVIKOTA may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services (“CLIENT Information”) in electronic form through optical scanning or other technologies selected by CVIKOTA and that CVIKOTA is not obligated to maintain paper copies. CVIKOTA further affirms that it shall at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location that no CLIENT data shall be deleted or purged unless: a.) a period of seven years has passed since the date of service relevant to the CLIENT Date; or, b.) CLIENT has given approval of such data deletion.

It is specifically acknowledged that all CLIENT Data is the property of CLIENT but that CVIKOTA may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

5. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, CVIKOTA shall:
- a. continue to perform Services, at the then-current rates hereunder, for a period of one hundred fifty (150) days after the effective date of termination (the “Wind Down Period”) for all of CLIENT’s accounts receivable relating to CLIENT’s charges for Medical Services rendered prior to the termination date (“Existing Accounts Receivable”);
  - b. CLIENT expressly agrees to cooperate and assist CVIKOTA with its performance during the Wind Down Period and shall timely report, or cause to be reported, all payment applicable to the Existing Account Receivable for which CVIKOTA is responsible.
  - c. at the end of the Wind Down Period, discontinue performing Services as to CLIENT’s Existing Accounts Receivable;
  - d. deliver to CLIENT, after and conditioned upon full payment to CVIKOTA of all undisputed fees owed to CVIKOTA by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables
  - e. Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, CVIKOTA shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with CVIKOTA for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by CVIKOTA after the date of termination at CLIENT’s additional expense.
6. **Non-Employment.** During the term of this Agreement and for a one year period commencing with the termination of this Agreement, each party agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries without written consent of the other party. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this section and agrees that the non-defaulting party shall have the right to injunctive relief from any violation or threatened violation of this Section. In lieu of injunctive relief, the non-defaulting party may elect to require reimbursement by the defaulting party a \$15,000 recruiting and retraining fee.
7. **Notice.** All notices or communications required or permitted to be given by either Party to the other under this Agreement shall be in writing to the following addresses:

**For CLIENT:** County of Richland  
 Attn: Darin Gudgeon  
 181 W. Seminary Street  
 Richland Center, WI 53581

**For CVIKOTA:** The CVIKOTA Company, Inc.  
 Attn.: Curtis L. Cvikota  
 2031 South 32<sup>nd</sup> Street  
 La Crosse, WI 54601

Or such other place as such Party may subsequently designate in writing. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

8. **Governing Law and Jurisdiction.** This agreement and any dispute arising from or related to this Agreement shall be governed by the law of the State of Wisconsin.
9. **Disputes.** Any dispute arising out of or relating to this Agreement shall be fully and finally resolved by submission at CVIKOTA’s sole option to: (a) the Circuit Court for Richland County, State of Wisconsin; or (b) arbitration conducted by the National Arbitration Forum, under the Code of Procedure then in effect.

In the event CVIKOTA chooses to resolve such disputes by the Circuit Court for Richland County, State of Wisconsin, the Parties hereby irrevocably consent to submit themselves exclusively to the in personal jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the Parties pursuant to this Section 13 shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement Agreement entered into, between the Parties in connection with such dispute.

Any arbitration proceeding shall be conducted in Richland Center, Wisconsin, The cost of the arbitration to be an issue fully and finally resolved by the arbitration. Any award of the arbitrator shall be final, binding upon the Parties and enforceable in any court having jurisdiction. Information may be obtained and claims may be filed at any office of The Forum or at P.O. Box 50191, Minneapolis, Minnesota 55405.

- 10. Independent Contractors.** The parties to this agreement are each independent contractors and nothing in this agreement shall be construed to create an employment relationship between either party or its members.
- 11. Insurance.** CVIKOTA affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance, Fidelity Bond insurance with a policy limit of no less than \$500,000. CVIKOTA shall give CLIENT timely notice of the cancellation or lapse of any of the above policies and CVIKOTA agrees that such lapse or cancellation shall be deemed cause for immediate termination of this Agreement. CLIENT may elect to be a named insured on the above policies, subject to CLIENT's payment of any additional premiums that may apply.
- 12. Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement, have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to CVIKOTA by CLIENT. Any inspection performed shall be governed by the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt CVIKOTA's staff or business. CVIKOTA shall not unreasonably deny, restrict or delay access for any requested inspection.  
  
In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this agreement.
- 13. Force Majeur.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by CVIKOTA for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until CVIKOTA can restore services, at which time CVIKOTA's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any such catastrophic event, as stated above.
- 14. Incorporated Documents.** It is specifically agreed that the CVIKOTA Proposal dated January 12, 2017, and all accompanying schedules and exhibits are incorporated herein as in integral part of this Agreement.

## **Addendum 2**

### **Compliance**

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Corporate Compliance Plan adopted by each party, as referred to in the Agreement each party agrees to the following:

CLIENT's selection of CVIKOTA to provide services hereunder was based, in part, on a material representation that CVIKOTA has a Compliance Program under development. It is therefore agreed that within six months of the Effective Date, and at all times thereafter during the term(s) of this Agreement, CVIKOTA shall have an effective Compliance Program and that CLIENT shall have the right to review and inspect and/or verify, at CLIENT's expense, that such Program is in effect. Addendum 2 further describes each party's compliance duties hereunder; these duties may be amended or expanded, from time-to-time, by mutual written agreement.

CVIKOTA's Corporate Compliance Plan (the "Plan"), when completed, is intended to be an "effective" compliance plan within the meaning of the guidelines developed for Third Party Billing Companies by the Office of the Inspector General of the Department of Health and Human Services. Each party shall conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.

1. Each party agrees that their counterpart may review their Compliance Program upon request.
2. Each party agrees to conduct appropriate background checks on all employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority.
3. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
4. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
  5. Improper waiver of charges, deductibles and co-payments;
  6. Upcoding, unbundling, serial reporting and other coding violations;
  7. Misuse of a provider number or misrepresentation of the identity of a provider of services;
  8. Failure to repay overpayments or untimely refund of overpayments;
  9. Seeking duplicate payment for the same service and/or from the same source;
  10. Failure to maintain proper records of current and prior billing;
  11. Failure to protect the confidentiality of patient information;
12. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they shall promptly communicate that concern to their counterpart. The party receiving notice shall take prompt action to investigate the notice and shall timely (within 30 days) report back to their counterpart on the status of the reported concern.
13. Each party specifically agrees that they shall defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
14. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party shall knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
15. It is expressly agreed that CVIKOTA has the right and duty to suspend submission of any and all claims that CVIKOTA reasonably believes are, or may be, improper and would subject CLIENT or CVIKOTA to compliance violations. CVIKOTA has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the reason(s) leading to suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.
16. Each party agrees to separately responsible for their respective compliance-related legal and consulting expenses.

## **Addendum 3**

### **Business Associate Privacy Agreement County of Richland**

The use or disclosure of patient health information by The CVIKOTA Company, Inc. is conditioned on the following:

1. The CVIKOTA Company, Inc. will not use or further disclose patient health information other than as permitted or required by contract with ABC Medical Clinic or by law.
2. The CVIKOTA Company, Inc. will use appropriate safeguards to prevent the use or disclosure of patient healthcare information other than as provided for herein.
3. The CVIKOTA Company, Inc. ensures that any agents, including subcontractors, to whom CVIKOTA provide protected health information, have on file with CVIKOTA signed patient healthcare confidentiality agreements.
4. The CVIKOTA Company, Inc. will allow patients' access to or copies of their health information in accordance with CFR part 164.524.
5. The CVIKOTA Company, Inc. will allow patients to amend their health information and incorporate any amendments to the patient's health information file in accordance with CFR part 164.526.
6. The CVIKOTA Company, Inc. shall make available its internal practices, books, and records relating to the use and disclosure of protected health information created or received by CVIKOTA on behalf of ABC Medical Clinic, to the Secretary of Health and Human Services for purposes of determining compliance with law.
7. At termination of the contract CVIKOTA will return, at expense, all patient protected health information created or received from any source. CVIKOTA will not retain any copies of patient information.
8. The CVIKOTA Company, Inc. will obtain reasonable assurances from persons or organizations to whom a patient's health information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed.

#### **Use and Disclosure of Patient Information**

1. The CVIKOTA Company, Inc. may disclose patient health information, including all clinical records to another health care provider or hospital, if it is necessary to refer the patient for diagnosis, assessment, or treatment, provided the patient has signed consent.
2. The CVIKOTA Company, Inc. may use or disclose patient health information, including all clinical and billing records to the patient's insurance carrier(s), HMO, PPO, or employer (if potentially responsible for payment of services), provided the patient has signed consent.
3. The CVIKOTA Company, Inc. may use or disclose patient health information to CVIKOTA employees for the purpose of performing billing or software support, provided that CVIKOTA employees have signed confidentiality agreement on file with The CVIKOTA Company, Inc.
4. The CVIKOTA Company, Inc. may use or disclose patient health information if the disclosure is required by law or to carry out CVIKOTA's legal responsibilities.
5. The CVIKOTA Company, Inc. may use or disclose patient's health information to data aggregation services for the purpose of electronically filing insurance claims.

## 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 (10<sup>th</sup>) 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 20<sup>th</sup> 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 November 1, 2023 and shall thereafter continue through October 31, 2024, (“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](mailto: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”

\_\_\_\_\_  
(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 first written above, 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: \_\_\_\_\_

**RESOLUTION NO. 23 - \_\_\_\_\_**

A Resolution Amending The Health And Human Services Addendum To The Richland County Employee Handbook.

WHEREAS, a recommendation was made to the Finance & Personnel Committee to consider multiple amendments to the Health and Human Services Addendum to the Richland County Employee Handbook, and

WHEREAS, these changes have been reviewed by the Finance and Personnel Committee who has taken action to recommend these changes.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that effective October 8, 2023, these changes to the Health and Human Services Addendum to the Richland County Employee Handbook are hereby adopted:

1. Terms and Conditions of Employment - #14 – Family Medical Leave – Eliminate the requirement that all FMLA paperwork be submitted to the Director (page 7.)
2. Hiring and Employment Considerations - #1b – Change the shall place an advertisement to may (page 7.)
3. Hiring and Employment Considerations – #1d – Change paid at the Social Worker (Temporary Certification) starting rate to one grade lower than the grade of the position (page 7.)
4. Hiring and Employment Considerations - #1g – Change paid at the Mental Health Therapist (Non-Licensed) beginning rate to Employees hired for a Mental Health Therapist position who have their training license, shall be paid at one grade below the Mental Health Therapist grade (page 8.)
5. Miscellaneous Personnel Provisions - #1 – Add “In addition to following the county handbook” at the start of the paragraph. Change Administration & Building Operations Manager to Confidential Administrative Secretary (page 11.)

BE IT FURTHER RESOLVED that Richland County employees will be made aware of these changes through their department management, and

BE IT FURTHER RESOLVED that this resolution shall be effective upon its passage and publication with changes effective October 8, 2023.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: OCTOBER 24, 2023

RESOLUTION OFFERED BY THE COUNTY BOARD  
MEMBERS OF THE HEALTH AND HUMAN SERVICES  
& VETERANS STANDING COMMITTEE  
(14 SEPTEMBER 2023)

FOR            AGAINST

INGRID GLASBRENNER	X
DONALD SEEP	X
KEN RYNES	X
TIMOTHY GOTTSCHALL	X
KERRY SEVERSON	

# Richland County Position Description

**Position Title:** Human Resources Generalist

**Exempt form FLSA**

**Department:** Administration

**Reports to:** Administrator

**Pay Grade:**

**Date:** August 29, 2023

**Hours per Week:** 40

---

## PURPOSE OF POSITION

The Human Resources Generalist, under the supervision of the County Administrator, performs a variety of the County's human resources functions including preparing new hire documentation; performing new hire orientation; gathering data and preparing various reports for management; maintains employee files; assists with employee questions and inquiries. Provides support in the areas of compensation, performance management, employee benefits, administration, policy development and implementation, talent acquisition, leave management, investigations, employment law, and training and development. This position is also the designated Equal Employment Officer, and Limited English Proficiency Coordinator.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

**The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- Performs backup to all payroll functions.
- Administers the County recruitment process, reviewing employment applications, evaluating qualifications, and monitoring to ensure adherence to personnel policies.
- Facilitates the County's labor relations program, separation program, and exit interview process.
- Assists in personnel policy development and distributes to all County personnel.
- Develops, coordinates, and conducts training and development programs, such as leadership or employee development, annual training needs and advises department heads on interpretation.
- Advises the County Administrator, Department Heads and Supervisors regarding personnel matters, human resources strategies, and labor and payroll issues.
- Provides advice and assistance compliance with laws, rules, and regulations including Americans with Disabilities Act (ADA), Fair Labor Standards Act (FLSA), and other employment laws.
- Oversees all employee benefit & compensation programs.
- Conducts research into human resources programs and activities; identifies and analyzes human resources problems and recommends changes or innovations where desirable
- Prepares formal recommendations to the County Administrator on employee matters.
- Evaluates and coordinates the County's performance evaluation program.
- Provides human resources advice, direction, counsel, and support to Department Heads on all personnel matters, such as conflict, grievances and problem resolution, performance, and

## **Richland County Position Description**

personnel issues; provides counsel to supervisory staff on appropriate action and documents issues.

- Oversee the administration of the County's Equal Employment Opportunity, Civil Rights, and other policies and procedures as designated by the Administrator.
- Oversees, monitors, and facilitates the County's Family Medical Leave policy and other leave of absences.
- Create and maintain employee personnel files.
- Assists with management of an equitable employee classification and compensation plan; develops and edits and maintains job descriptions and classifications;
- Maintains the Affordable Care Act Information.
- Gathers and calculates data and prepares a variety of monthly, quarterly, and annual reports for management; ensures reports are accurate, complete, and prepared on schedule

### **MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

- Bachelor's degree in public administration, business management, human resources, or related field and one-year experience in human resources management or a related field.
- Successful administrative management experience in county or municipal government and experience in working with employee benefits administration, employee law compliance and labor relations.
- Valid driver's license in the State of Wisconsin.

### **PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

#### **Language Ability and Interpersonal Communication**

- Ability to establish effective relationships with County Board, Committees and Commissions, department heads and other employees, union representatives and the public.
- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to criteria/standards. Ability to compare, count, differentiate, measure and/or sort data and information. Ability to assemble, copy, record and transcribe data. Ability to classify, compute and tabulate data.
- Work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels.

#### **Mathematical Ability**

- Ability to add, subtract, multiply and divide, calculate percentages, decimals and fractions and interpret basic descriptive statistical reports.

# Richland County Position Description

## Judgment and Situational Reasoning Ability

- Demonstrated effective oral, written and interpersonal communication skills.
- Demonstrated ability to establish and maintain effective working relationships.
- Ability to maintain confidentiality.
- Demonstrated initiative for coordination of organizational functions and dedication to administrative teamwork and leadership.

## Physical Requirements

- Ability to coordinate eyes, hands, feet, and limbs in performing moderately coordinated movements such as pressing, pumping and smoothing. Ability to grasp and place objects. Ability to recognize and identify sounds.
- This work requires the occasional exertion of up to 10 pounds of force. Ability to exert light physical effort in sedentary to light work, involving lifting, carrying pushing and pulling. Ability to handle, finger and feel.
- Ability to operate a variety of office equipment and machinery including personal computer, telephone, calculator, photocopier, fax, etc. Ability to move and guide material using simple tools.

## Environmental Adaptability

- Ability, in regard to environmental factors such as temperature variations, odors, violence, noise, vibrations, wetness, disease and/or dust, to work under very safe and comfortable conditions.

Richland County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

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Employee's Signature

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Supervisor's Signature

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Date

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Date



September 26, 2023

**MEMORANDUM**

**TO:** Candace Pesch, County Administrator, Richland County

**FR:** Ashley McCluskey, Compensation Analyst, Carlson Dettmann Consulting

**RE:** Classification Review: Human Resources Generalist

The county requested a classification review and provided job documentation for a new position titled Human Resources Generalist. The position was evaluated, and the recommendation follows below.

**Human Resources Generalist:** The Human Resources Generalist performs a variety of HR functions including preparing new hire documentation, performing new hire orientation, gathering data and preparing various reports for management, maintaining employee files, and assisting with employee questions and inquiries. The position is expected to provide support in the areas of compensation, performance management, employee benefits, administration, policy development and implementation, talent acquisition, leave management, investigations, employment law, and training and development. A bachelors degree and one year of related experience are the minimum qualifications for this role. The position was evaluated using our points-factor job evaluation system, and we recommend this position be placed in **Grade K**.

Please contact me with questions on this review.