

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, August 19th, 2024 @ 9:00 A.M.
In the Commissioners' Courtroom at:
100 W. Main St. Room 309A
Meetings will also be live streamed via the
Delaware County, Indiana Government Facebook Page
[Comments may be made to the Commissioners via their email at
commissioners@co.delaware.in.us]

ORDER OF BUSINESS

CALL TO ORDER:

PLEDGE TO FLAG:

ROLL CALL:

Mr. Shannon Henry
Ms. Sherry Riggan
Mr. James King
Mr. John Brooke
Ms. Tonya Dunsmore

PUBLIC HEARINGS:

APPOINTMENT(S):

TABLED BUSINESS:

ORDINANCE NO. 2024-011: ORDINANCE RESCINDING RESOLUTION NUMBER 2007-006, AND CREATING A CREDIT CARD USE POLICY FOR COUNTY EMPLOYEES AND PUBLIC OFFICIALS

ORDINANCE NO. 2024-012: ORDINANCE AMENDING THE ORDINANCE 2018-015 A COUNTY-WIDE GRANT POLICY TO ESTABLISH UNIFORM GRANT APPROVAL AND RECORDKEEPING PROCEDURES

APPROVAL OF MINUTES:

Commissioners Meeting August 5th, 2024

MOTION: Commissioner Riggan made a motion to approve August 5th minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, Commissioner King

PRESENTATIONS:

Muncie Sanitary District request – Rick Conrad

Mr. Rick Conrad District administrator stated they have been working on a request to realign the south levy in order to meet the standards. The section of the levy protects 600 structures including 1,500 people. With realigning the south levy, it would essentially cut off those two sections that rely on the railroad embankment. To be able to do this would require us the purchase a few properties within the alignment area. The last piece that they are looking at is a property at 1725 E Jackson Street that seems to be headed to tax sale. The district would like to request that the Delaware County Commissioners consider an abatement of those taxes contingent upon the Muncie Sanitary District being able to acquire that property.

Commissioner Riggan and Mr. John Brooke discuss they have reached out the treasures and auditors office but have yet to hear back. They will contact them again.

CONTRACTS OR AGREEMENTS FOR APPROVAL:

Lasater Estate Plat – Ashton Land Surveyors

MOTION: Commissioner Henry made a motion to approve Lasater Estate Plat

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

Voting Site Rental Agreement – Rick Spangler

MOTION: Commissioner Riggin made a motion to approve Voting Site Rental Agreement

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

Delaware County, Indiana Homestead Contract – Ed Carroll

MOTION: Commissioner Henry made a motion to approve Delaware County, Indiana Homestead Contract

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

ORDINANCES FOR FIRST READING:

ORDINANCES FOR SECOND READING:

RESOLUTIONS FOR APPROVAL:

DEPARTMENT HEADS AND ELECTED OFFICIALS:

Mr. John Brooke presented the renewal EMS Billing Contract.

MOTION: Commissioner Henry made a motion to approve the EMS Billing Contract

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

Mr. Kyle James Deputy Director of 911, congratulated Mr. Fred Cummings on being the first Regional representative in recent history to serve from IN on the APCO International Board of Directors.

Judge Doug Mawhorr Circuit Court 3, discussed the lack of communication on when the construction at the Justice Center would begin. The construction is affecting MITS drop off location at the Justice Center.

WEEKLY, MONTHLY AND QUARTERLY REPORTS:

August 2024 Monthly Weights & Measures Report

PAYMENT OF CLAIMS: \$2,972,859.45

MOTION: Commissioner Riggin made a motion to approve payments of claims in the amount of \$2,966,289.89

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

PAYMENT OF ARP CLAIMS: \$ 40,443.25

MOTION: Commissioner Riggin made a motion to approve ARP claims in the amount of \$747,510.13

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

PAYMENT OF PAYROLL FOR 8/14/2024: \$ 966,112.68

MOTION: Commissioner Riggin made a motion to approve 7/31/2024 payroll in the amount of \$995,255.87

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION (ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES AND SPEAKER MUST SIGN-IN PROVIDING NAME AND ADDRESS):

Mr. Doug Marshall 17330 N CR 200 W Muncie, IN 47303 explained why he was opposed of the solar farms.

Mr. Greg Kile 12021 N CR 200 W Muncie, IN 47303 commented that the solar farms will devastate the value of his property and many more cons to the solar farms.

Mr. Stephen Hargrave 700 N Kylewood Ave Muncie, IN asked the commissioners to give Ms. Bass and her daughter the opportunity to buy the property of 1315 E Main St.

Mr. Ron Crouch 2901 W CR 700 N Muncie, IN 47303 strongly expressed his opposition to the solar farms that will completely surround his home.

Mr. Steven Hinds 2706 S Tacoma Ave Muncie, IN 47302 expressed his concerns about the solar farm that will also surround his entire property.

Mr. Charlie Beall 3400 W Riggin Muncie, IN asked for an update on the Farmington Meadows. Commissioners and Mr. Brooke discussed there will be a public in September.

Mr. Mike Johnson 11701 N CR 200 N Muncie, IN 47303 expressed his opposition on the solar farms.

Ms. Sondra Bass 1311 E Main ST Muncie, IN 47305 explained to the commissioners why her and her daughter would like to purchase the property of 1315 E Main St. She stated they plan to plant a garden and flowers.

[COMMENTS MAY BE MADE TO THE COMMISSIONERS VIA THEIR EMAIL AT commissioners@co.delaware.in.us

RECESS:

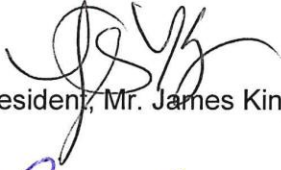
MOTION: Commissioner Henry made a motion to recess

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, Commissioner King

The next Commissioner's meeting will be Tuesday September 3rd, 2024, starting at 9:00 am.

To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than 12:00 NOON on the Thursday prior to the scheduled meeting.



President, Mr. James King



Vice President, Ms. Sherry Riggini



Member, Mr. Shannon Henry



Auditor, Mr. Ed Carroll

VOTING SITE RENTAL AGREEMENT


THIS INDENTURE WITNESSETH: Delaware Election Division has leased unto the Board of Commissioners of Delaware County, Indiana, the following described real estate, to wit:

Munciana Real Estate/Yorktown YMCA-Precincts 55, 71
Yorktown, IN 47396

TO HAVE AND TO HOLD the same for the preparation for the holding of the General Election on November 5, 2024, upon the following terms and conditions, which are mutually agreed to by the parties, to wit:

1. The lessee agrees to pay \$ 100, upon a claim against Delaware County by you duly filed in compliance with the law.
2. The Lessor agrees to furnish heat, light, tables, chairs, restroom facilities and all other expenses in regard to the condition of said premises, as part of the consideration for this lease and shall be responsible for the condition therein.
3. It is mutually agreed that Lessee may have access to said premises for the purpose of placing the voting machines in same premises and preparing for said election as long as necessary before the actual election and further that said Lessee shall have a reasonable time to remove election equipment after the election.
4. The Lessee agrees to indemnify and save the Lessor harmless for any and all claims and demands for any damage to person and property arising from the use of the premises for election day activities only.

IN WITNESS WHEREOF: The parties have here unto set their hands and seal this 19th day of August, 2024.


LESSOR:


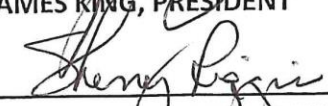
 SIGNATURE
 MIKE INGENFELSER

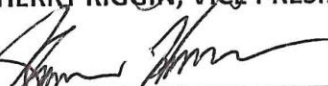
 PRINT NAME

 SIGNATURE

 PRINT NAME

LESSEE:
 DELAWARE COUNTY COMMISSIONERS


 JAMES KING, PRESIDENT


 SHERRY RIGGIN, VICE PRESIDENT


 SHANNON HENRY, MEMBER



Tax Management Associates, Incorporated
Homestead Deduction Audit Program
Delaware County, Indiana

This contract made and entered into this 19th day of August, 2024, by and between DELAWARE COUNTY, a political subdivision of the State of Indiana, hereinafter called the COUNTY and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in Indiana, hereinafter called TMA, to assist the COUNTY in the performance of audits to verify the accuracy of authorized and granted Homestead Deductions for ad valorem taxation.

Contractual services may begin upon full execution of this contract.

SPECIAL PROVISIONS

WITNESSETH:

WHEREAS, the COUNTY desires to obtain audit services on the COUNTY'S residential taxpayers who have filed for a Homestead Standard Deduction as authorized by Indiana law; and

WHEREAS, TMA agrees to provide said audit services for the COUNTY pursuant to the charges, terms, and conditions of this Contract; and

NOW, THEREFORE, in consideration of the promises mutually exchanged, the parties agree as follows:

1. AUDIT SERVICES

- A.** In accordance with the charges, terms, and conditions contained in this Contract, TMA agrees to furnish Homestead Standard Deduction audit services to verify the accuracy and legitimacy of deductions filed with COUNTY.
- B.** The services provided by TMA will be performed in accordance with the terms and conditions provided by this Contract and in compliance with all applicable Indiana Property Tax Statutes. TMA agrees to perform audits in accordance with state and local regulations that govern this deduction.

- C. Audits to be performed by TMA to verify the accuracy and legitimacy of taxpayers' deductions shall be selected and assigned by the county as may hereafter be deemed appropriate. It is expected that deductions will be reviewed within a twelve (12) month period.
- D. It is expressly agreed by the parties that all work performed by TMA shall be under the direct supervision and control of the County. All correspondence in connection with audits will be signed by the County's authorized designee.
- E. In order to assist in the examination of taxpayers' deductions selected by the County for audit, the County agrees to make available to TMA copies of the homestead standard deduction forms and granted deductions for the years for which audits are to be performed.
- F. TMA agrees to audit deductions assigned for audit for the most current year and applicable prior years up to three (3) years as provided by Indiana law which provides for property tax corrections and statutes of limitations.
- G. It is expressly understood by TMA that under the provisions of Indiana law, it and its employees are subject to the State privacy laws and the penalties contained therein. TMA agrees to abide by Indiana privacy laws concerning the confidentiality of taxpayer records and shall hold the County harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality of taxpayer records.
- H. TMA agrees to provide training to designated employees of the County as to all aspects of the audit services provided pursuant to this Contract. Any appropriate designee of the County may perform an audit with TMA personnel, provided the County shall be responsible for any related expenses of such County employee.
- I. TMA agrees that no employee of the company will consult with or answer questions regarding any aspect of an audit being performed, except with authorized County officials and the taxpayer being audited, unless otherwise directed to do so by the County.
- J. If through any cause, TMA or the County fails to fulfill its obligations as provided by this Contract, or materially violates any of the covenants or stipulations within this Contract, or becomes unsatisfied with services rendered, and such failure or violation continues for thirty (30) days after written notice thereof by a party, either party shall thereupon have the right to terminate this Contract immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination, all audits assigned to TMA shall be completed by TMA and all fees for completed audits shall be payable in accordance with the terms as provided by this Contract.

2. COST AND PAYMENT FOR AUDIT SERVICES:

- A. The County shall pay to TMA for services furnished under this Contract an amount equal to thirty-five percent (35%) of the taxes, penalties, and interest collected as additional monies resulting from each audit performed by TMA. Taxes shall include all taxes levied by the County and its subdivisions, including civil penalties, and interest.

Should the COUNTY require any consulting work outside the scope of conducting homestead deduction audits, the fee would be: One hundred and fifty dollars (150.00) per hour.

- i. As allowed by state statutes, taxpayers found to be in non-compliance with the homestead deduction provisions through the provided audit services shall be issued new property tax bills. The County shall issue new property tax bills for each year of non-compliance as allowed by statute.
 - ii. If the County opts-in its sole authority and discretion to: not issue bills on properties deemed ineligible by audit for the homestead deduction; or, not pursue reasonable collections practices on past due amounts related to bills issued on properties found to be ineligible for the homestead deduction through provided audit services; or, to remove, delete, or forgive bills, or otherwise abate amounts that would otherwise be owed on properties found to be ineligible through the provided audit services, which includes those properties that may have been incorrectly identified as having an exemption or a property that has multiple exemptions within the county, state or outside the state; then, TMA will be paid \$650.00 on each account which meets the criteria in this section.
 - iii. As of the date that the original homestead data is passed to TMA from the County, as denoted by the electronic time stamp on the communicating equipment, all accounts which are determined to be ineligible thereafter during the duration of the audit services and for the period of this contract, shall be construed as the result of the provided homestead deduction audit services and shall be billable by TMA under these payment provisions.
 - iv. An account is an individual property as denoted by a United States Postal Address or a County issued parcel identification number or code and shall be treated individually under these payment terms. Any individual account is severable and treated as unique and distinct in terms of the amount owed to TMA for services provided under this contract.
- B. All expenses incurred by TMA in performing audits under this Contract including, but not limited to, travel, food, lodging, mileage, postage, salaries, etc. shall be the responsibility of TMA.
- C. To facilitate TMA's billing for audit fees, the County agrees to provide TMA at a minimum, a monthly report listing all taxes, penalties, and interest collected as a result of TMA's audits. The report shall include the parcel number, property owner, site

address of the properties audited, total collected amount, and the collection date. This report, if possible, should be in spreadsheet format; if not available in spreadsheet format, a system-generated report will be acceptable.

- D.** TMA shall invoice the County for applicable audit fees. Invoiced fees will be due and payable upon receipt of invoices. If payment is not received by TMA within thirty (30) days from the billing date, the unpaid balance of fees will be subject to additional fees in the amount of one and one-half percent (1 1/2%) per month until payment is received.
- E.** All legal costs involving appeals resulting from an audit shall be the responsibility of the County. TMA shall be responsible for defending its audit findings throughout any appeals process without additional cost to the County. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives, and providing testimony and evidence at all hearings before the County Tax Auditor, County Attorney, County Council, and at any other appeal level concerning information identified in an audit.

GENERAL PROVISIONS

1. **AUTHORITY TO CONTRACT:** The COUNTY'S authority to contract for the service herein is authorized by Indiana law.
2. **AUDIT:** All invoices shall be submitted by TMA to the COUNTY with sufficient detail for a proper pre-audit or post-audit.
3. **TERM:** This Contract shall become effective from the date entered above and shall remain in effect for an initial term of twelve (12) months and shall continue in effect thereafter on an annual basis. This Contract may be terminated by either party without cause following the initial term upon thirty (30) days written notice.
4. **INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, TMA shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including, but not limited to, fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TMA or its officials, employees, or contractors under this Contract or under the Contracts entered into by TMA in connection with this contract. This indemnification shall survive the termination of this Contract.
5. **NON-DISCRIMINATION:** TMA shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this contract. Nor shall any person be excluded from participation in, or be denied the benefits of this contract on the grounds of race, color, national origin, sex, age or disability.
6. **LAW CONTROLLING:** The laws of the state of Indiana shall control and govern this contract.
7. **NON-ASSIGNMENT:** This Contract is not assignable by either party, by operation of law or otherwise.
8. **MODIFICATION:** This contract may be modified only by a written agreement executed by both parties hereto.
9. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties and no other agreement or modification to this contract, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Contract may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this contract, attached to this contract, and signed by both parties.
10. **SEVERABILITY:** Should any provision, portion, or the application thereof of this Contract be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the

Parties shall negotiate an equitable adjustment in the affected provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired.

11. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.

12. **NOTICES:** Any notices to be given or submitted by either party to the other pursuant to this Contract shall be made in writing and sent by first-class mail, postage paid, or by hand delivery to:

COUNTY:
DELAWARE COUNTY
100 W. Main Street, Rm 103
Muncie, IN 47305
ATTN: Edward E. Carroll, Jr.
County Auditor

CONSULTANT:
TAX MANAGEMENT ASSOCIATES, INC.
5121 Parkway Plaza Blvd.
Charlotte, NC 28217
ATTN: Jennifer Casali
Chief Financial Officer

Executed and entered into by the parties hereto.

ACCEPTED:

DELAWARE COUNTY
100 W. MAIN STREET, RM 103
MUNCIE, IN 47305

ACCEPTED:

TAX MANAGEMENT ASSOCIATES, INC.
5121 PARKWAY PLAZA BLVD.
CHARLOTTE, NC 28217

AUTHORIZED SIGNATURE:



TITLE: Commissioner

DATE: 8-19-2024

(if necessary)

AUTHORIZED SIGNATURE:



TITLE: Commissioner

DATE: 08/19/2024

(if necessary)

AUTHORIZED SIGNATURE:

TITLE: _____

DATE: _____

(if necessary)

ATTEST BY:



TITLE: Auditor

DATE: 8-19-2024

AUTHORIZED SIGNATURE:

JENNIFER CASALI
TITLE: CHIEF FINANCIAL OFFICER

DATE: _____

(if necessary)

ATTEST BY:



TITLE: VP Commissioner

DATE: 8.19.24



Delaware County Weights & Measures

100 W. Main Street, Room 309B Muncie, IN 47305

Phone: 765-747-7714 Fax: 765-284-1875

Email: strauch@co.delaware.in.us

August 15, 2024

Delaware County Commissioners
Delaware County Building
100 W. Main Street Room 300
Muncie, IN 47305

Commissioners:

Enclosed is the Monthly report for Delaware County. This report covers the period July 16, 2024 through August 15, 2024.

Respectfully submitted,

Eric D. Strauch

Eric Strauch, Inspector
Delaware County Weights & Measures

Enclosure



WEIGHTS AND MEASURES MONTHLY REPORT
 State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
 2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219
 Office: (317) 356-7078 * Fax: (317) 351-2877
www.in.gov

Inspector: Eric Strauch
 Jurisdiction: Delaware
 Date Start: July 16, 2024
 Date End: August 15, 2024



INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	2			2
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	3			3
Hopper Scales				
Computing Scales	1			1
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	265	59	16	340
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Firewood				
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations		1		1
GRAND TOTAL	271	60	16	347

COMMENTS
(Explain Miscellaneous Tests and Activities)
Misc . - Complaint about water in gas. tested and was 3.5 inches of water in tank..



Delaware County, IN



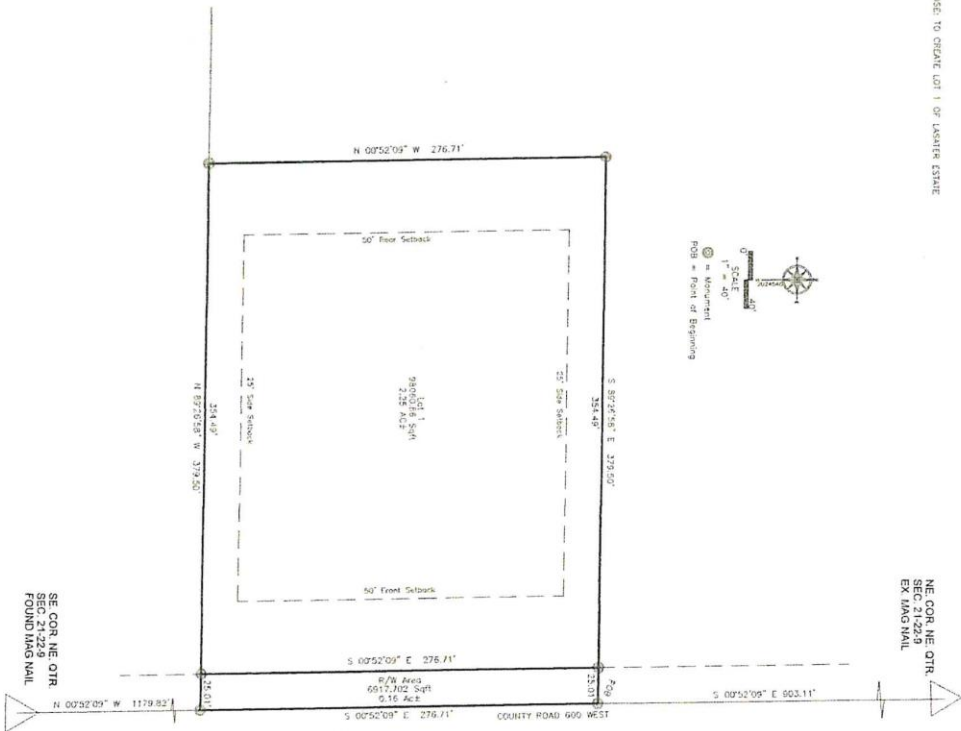
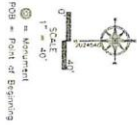
Proposed Project Area

Subject to Change Delaware County Airport

Lasater Estate
 DELAWARE COUNTY, INDIANA
 A SUBDIVISION OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 EAST, JACOBSON TOWNSHIP, DELAWARE COUNTY, INDIANA

PURPOSE: TO CREATE LOT 1 OF LASATER ESTATE

NE COR. NE QTR.
 SEC. 21-22-9
 EX. 1/4" X 1/4" NAIL



I, Albert, under the authority conferred upon me by the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the person named in the instrument.

08/02/2024

Sheet 1 of 2

MED-BILL CORPORATION

BILLING SERVICE AGREEMENT

For

DELAWARE COUNTY EMS

08/01/2024

MED-BILL Corporation
8646 Castle Park Drive
Indianapolis, Indiana 46256
Voice: (317) 775-6751
Fax: (317) 849-6632

MED-BILL Corporation/Delaware County EMS Agreement

THIS AGREEMENT ("Agreement") is made and entered into at Indianapolis, Indiana, August 1, 2024, by and between MED-BILL Corporation, an Indiana corporation operating as an EMS Billing Service and doing business as MED-BILL, hereinafter referred to as "MED-BILL" and "DELAWARE COUNTY EMS (hereinafter referred to as "Ambulance Service".) and shall be effective the date of the last signature of the parties hereto ("Effective Date").

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.

WITNESSETH:

WHEREAS, MED-BILL maintains a commercial/ambulance billing service and has the necessary equipment and office staff to receive and process charges for patient services, receive and process monies collected (for which federal funds are deposited into accounts maintained and controlled by Ambulance Service so as to not violate prohibitions against reassignment of benefits) on those patient accounts, and maintain an accounting of said charges and collections, and

WHEREAS, Ambulance Service is in need of a computer billing service to receive and process charges for patient services, undertake initial EMS billing services for patient accounts, receive and process monies collected on those patient accounts, and maintain an accounting of said charges and monies collected, and

Now, THEREFORE, in consideration of the terms, conditions, covenants, and agreements hereinafter set forth, the parties agree as follows:

I. SERVICES

A. From the Effective Date until the termination of this Agreement, MED-BILL agrees to perform those activities which are reasonably necessary to invoice on behalf of Ambulance Service the following services provided by Ambulance Service (check the applicable boxes as MED-BILL will only performed the services identified in the checked boxes below)

✓ Commence and perform Initial EMS Billing Services as described in **Exhibit A**.

✓ Provide follow-up Billing and Collection Services as described in Exhibit A-2

Conduct A/R clean-up and follow-up services on non-default accounts in order to recover outstanding payments for services performed and initially billed prior to the Effective Date of this Agreement

Bill for Fire Services consistent with and as permitted under state and/or local law. For this Agreement, the term "Fire Services" shall include services provided by the Ambulance Service, which MED-BILL agrees to invoice on behalf of the Ambulance Service, such as, but not limited to, Hazmat, Extrication, Special Event billing, and similar services.

Provide the Compliance Services. Please note and agree to the fact that certain compliance services will be performed by an outside, third-party vendor, Armor LLC. By agreeing to the Compliance services outlined in this Exhibit, Ambulance Service expressly recognizes that certain information and data will be shared with or otherwise provided to (directly or indirectly) with Armor LLC.

Furthermore, MED-BILL agrees to provide to Ambulance Service the following software solutions and hardware products (check the applicable boxes)

Electronic Patient Care Reporting (**Exhibit B**)

Hardware products

B. Ambulance Service acknowledges and agrees that:

(i) during the term of this Agreement all relevant information relating to the selected services identified in Section IA shall be delivered to MED-BILL and MED-BILL shall be the sole source for making billing decisions (i.e., level of service, proper payer, etc.) and processing such bills;

(ii) MED-BILL is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section IA; to the extent the back-up documentation is created by Ambulance Service;

(iii) MED-BILL is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section IA;

(iv) it shall provide accurate and complete information to allow MED-BILL to perform the services described in Section I.A. of this agreement, including but not limited to: the amount Ambulance Service charges for its services, a fully completed incident report (e.g., Trip Report, PCR) which would satisfy all signature requirements, including the then-current Medicare signature and authorization requirements, satisfy all documentation requirements in the state the service was rendered, demographics, procedure charge, diagnosis and treatment-related information, Advanced Beneficiary Notice, Physician's Certification Statement, a copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation (e.g., Hospital face sheet) as MED-BILL shall reasonably request (collectively the "Billing Information");

(a) Ambulance Service agrees that it shall take all reasonable measures as may be necessary to ensure compliance with Section I.B.(iv) including, but not limited to: the requirement of the use of a dispatch call intake forms; to have adequate

intake staff to obtain all appropriate documents and complete intake forms; to require verification of completed Physician Certification Statement (PCS) forms when necessary; and require staff to inquire as to available insurance coverage, including Medicare Part A stay during the scheduling and/or intake process.

(b) Ambulance Service agrees to follow and complete all necessary components associated with Medicare's RSNAT program. MED-BILL shall take no responsibility for this program.

(v) it will provide copies of deposits and correspondence to MED-BILL; as reasonably required for the performance of the services pursuant to this Agreement;

(vi) it will only transfer and refer accounts that have not yet been deemed in default at the time of referral to MED-BILL, and that referral of an account by Ambulance Service to MED-BILL shall, alone, be sufficient for MED-BILL to assume non-default and treat the account as such, it being understood that MED-BILL will not accept referral of any account that Ambulance Provider has deemed to be in default prior to the time of transfer and referral to MED-BILL;

(vii) it shall refer any patient inquiries to MED-BILL at 317-849-6628 press 1; and

(viii) it reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state, and local laws and regulations to implement, enforce and collect the costs and /or fees for the selected services. MED-BILL shall begin processing all invoices for services rendered by Ambulance Service within a reasonable time following the date MED-BILL receives accurate and complete information, which will permit it to perform its services identified in Section IA of this Agreement. Ambulance Service agrees that MED-BILL shall have no liability or responsibility for any change or changes made by Ambulance Service to any of the Billing Information until MED-BILL has accepted in writing such change or changes.

C. If Follow-Up Billing and Collections Services are chosen in Section IA, Ambulance Services acknowledges and understands that MED-BILL will retain ownership of said invoice during the term of this Agreement and until resolved or until recalled by Ambulance Service. MED-BILL's actions will be continuous as the servicer of the original invoice and will comply with all applicable state and federal law. MED-BILL may refer patient accounts to a third-party for further collection activity/services pursuant to § XIV of this Agreement.

D. Specifically Excluded Duties. Notwithstanding any provisions of this Agreement to the contrary, MED-BILL shall not be responsible to:

- a. Accept reassignment of any benefits payable to Client;
- b. Provide legal advice or legal services to Client, any of Client's patients or payors, or anyone acting on Client's behalf;
- c. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of

Client.

II. FEE SCHEDULES

- A. Ambulance Service shall develop, maintain and communicate by way of written notice to MED-BILL a schedule of ambulance services performed for patients and a corresponding patient charge for each patient service. Ambulance Service also agrees to communicate its fee schedule to third-party payers as Ambulance Service deems such communication is necessary.

III. BILLING DATA

- A. Ambulance Service shall furnish MED-BILL all information necessary for billing procedures. Ambulance Service accepts all responsibility for the accuracy of billing information, to the best of their knowledge and not including false information provided by a patient, submitted to MED-BILL and understands and acknowledges that MED-BILL relies solely upon Ambulance Service's representations of fact regarding the accuracy of such information and that MED-BILL has no responsibility to independently verify such information.

IV. FEES FOR SERVICES

- A. **MED-BILL will waive a one-time \$1,500.00 Set-up Fee** to create the Ambulance Service database, integrate ePCR systems, and process all initial applications, insurance, and otherwise. For the claims management services to be rendered by MED-BILL identified in **Exhibit A**, which is (attached hereto and incorporated herein by reference) ("Initial Billing Services"), each month, Ambulance Service agrees to pay MED-BILL a Service Fee according to the following yearly schedule:

August 1, 2024 -July 31, 2027

- 5.65% of total gross revenue collected on accounts placed with MED-BILL for Initial Billing Services
 - Med-Bill will pay annual ESO EHR Fee
- 26% of total collections for accounts 120+ days and older

Payments are to be made on a monthly basis based on collections received on behalf of Ambulance Service as a result of the services provided by MED-BILL. If Electronic Patient Care Reporting and/or Hardware is provided by MED-BILL, the associated cost is reflected in the Service Fee. For patient accounts which are unpaid for over one hundred and twenty days (120 days), the collection rates are laid out in the above Schedule. MED-BILL may refer patient accounts to a third-party for further collection activity/services pursuant to § XIV of this Agreement.

- B. Ambulance Service agrees to pay MED-BILL a sum equal to five and six-fifths Percent (5.65%) for any additional annual reimbursement set forth by Medicare and Medicaid for accounts that MED-BILL processed for original payment. MED-BILL will provide all

billing reports to complete the application process. A primary example of the circumstances under which this would apply is the Supplemental Medicaid reimbursement program in which the government provides lump sum additional reimbursement based on costs, volume and other factors. Such payment typically comes as lump sum payment and is correlated to billing services and additional data compiled by MED-BILL.

- C. Ambulance Service agrees to pay MED-BILL at a rate of three hundred dollars (\$300.00) per application prepared and completed by MED-BILL for all Medicare and Medicaid revalidations (every 3-5 years). Ambulance Service is also responsible for paying the Revalidation Fee. Additionally, Ambulance Service agrees to pay MED-BILL at a rate of fifty dollars (\$50.00) , for each update made to such enrollment or application as required due to changes made between such revalidations (e.g., ownership, address, vehicle, or management changes).
- D. In the event that either or both of the boxes relating to EMS services is checked in Section IA above, and there is a decrease of ten (10%) percent or more in the annual billable run volume, or an increase in total annual run volume, which necessitates an ePCR software fee increase or decrease, then Ambulance Service agrees to negotiate in good faith with MED-BILL to increase the percentage payable to MED-BILL for all amounts collected for those EMS services.
- E. In the event that either or both of the boxes relating to EMS services is checked in Section IA above, and there is an unexpected increase of five (5%) percent or more in the operating costs, then MED-BILL shall be entitled to an equivalent increase in the fee schedule herein upon providing information to Ambulance Services supporting the cost increase. MED-Bill insures that it will act in good faith with regard to any increase the percentage payable to MED-BILL for all amounts collected for those EMS services.

V. PAYMENT OF FEES

- A. MED-BILL shall invoice Ambulance Service on a monthly basis for the services provided under this Agreement. MED-BILL shall send each monthly invoice by the fifth day of each month. Payments are due to MED-BILL net thirty (30) days from receipt of the invoice. Services that were rendered subject to the provisions for refund are noted below. The fee is all-inclusive and includes, but is not limited to, billing supplies, forms, and postage.
- B. Any amounts which Ambulance Service fails to pay within forty-five (45) days following the receipt of the invoice described in paragraph V.A. above shall bear interest at the rate of one and one/half (1-1/2) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due. Further, Ambulance Service agrees to pay all costs and expenses, including actual attorney's fees filing fees, expert witness fees, travel expenses, and court costs, which MED-BILL incurs in collecting any past due amounts from Ambulance Service.

VI. BILLING SERVICES AND PATIENT REFUNDS

- A. MED-BILL shall receive and process all charges submitted by Ambulance Service for patient services, submit claims for monies to parties acting as guarantor of payment for such patient services, receive and process all monies collected on patient accounts, and perform various billing follow-up as related to the receipt of monies for patient services rendered. In the event of duplicate payments or a payer that overpaid on a claim, MED-BILL will notify the Ambulance Service of such, along with instructions as to how to make an appropriate refund. Ambulance Service will notify MED-BILL when such refund is made and provide MED-BILL with copies of refund paperwork, including the check to attach to the Patient Account.
- B. If the client (hereinafter referred to as "Client") chooses to utilize MED-BILL's services for processing patient refunds, MED-BILL shall handle all aspects of refund processing on behalf of the Client. MED-BILL will receive and review refund requests, verify the eligibility of refunds, calculate the refund amounts, issue the refunds to the appropriate parties, and include the refunded amounts in the monthly invoice issued to the Client.

VII. BUSINESS ASSOCIATE ASSURANCES

- A. MED-BILL and Ambulance Service will at all times comply with the Business Associate Assurances between the parties, a copy of which is attached hereto, made a part hereof and marked as Exhibit C to this Agreement. The Business Associate Assurances will be controlling except if the parties agree to be bound by a Business Associate Agreement as offered by Ambulance Service and incorporated into this agreement. Please also note that, to the extent applicable, MED-BILL maintains a business associate agreement with its vendor, Armor LLC.

VIII. TERM & TERMINATION

- A. This Agreement shall be in full force and effect for three (3) years beginning on the date first written above, with automatic renewal for periods of one (1) year increments, unless Notice of Termination is given. The parties shall continue to honor all obligations under the agreement from the point of notice of such termination until the effective date of the termination. If Ambulance Service terminates this Agreement, with or without cause, Ambulance Services shall pay MED-BILL, as liquidated damages and not as a penalty, an amount equal to the average monthly fee paid to MED-BILL during the term of this Agreement, multiplied by six (6) months, or multiplied by the number of months remaining on this Agreement, whichever is less. If Ambulance Service fails to pay any fees owed to MED-BILL within forty-five (45) days of invoice, after providing written notice to the Ambulance Service, MED-BILL may, in its sole discretion, stop all Services on behalf of the Ambulance Service until such fees are paid.
- B. This agreement may be terminated upon the expiration of its then-current term, without cause, by either party, upon written notice to the other party, given no later than 180 days prior to the expiration of the current term.
- C. This Contract may be terminated by MED-BILL immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains undismissed, unstayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, unstayed, or unvacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or Federal health care program.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay MED-BILL for its services within thirty (30) days of the date such payment becomes due, takes any actions which MED-BILL, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with MED-BILL in any way that prevents, impedes, obstructs or delays MED-BILL in the performance of the Services set forth in this Agreement.

IX. BILLING ACCOUNTING

- A. MED-BILL shall furnish documentation necessary for Ambulance Service to verify charges and monies received and balances of accounts due and outstanding.

X. FACILITIES, EQUIPMENT AND SUPPLIES

- A. MED-BILL agrees to furnish, at its expense, sufficient space, equipment, personnel, supplies, and materials as may be needed from time to time to maintain an adequate computer billing service.

XI. INSURANCE:

- A. MED-BILL agrees to maintain at its expense adequate general liability insurance.
- B. Comprehensive General Liability:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Liability and Medical Expenses	\$1,000,000 per occurrence
Medical expense	\$5,000 per person

- C. Errors and Omissions Insurance Coverage:
 - Professional Liability \$2,000,000
- D. Workers Compensation
 - Workers Compensation Each Accident \$1,000,000
- E. Cyber Insurance Coverage:
 - Cyber Insurance \$5,000,000
- F. MED-BILL's Comprehensive General Liability policy will be primary with respect to any policies of Ambulance Service and will name Ambulance Service as an additional insured.

XII. INDEPENDENT CONTRACTORS

- A. In accordance with this Agreement, MED-BILL, at all times, shall act as an independent contractor. Ambulance Service shall not have nor exercise any control over the office personnel provided by MED-BILL.

XIII. MATERIALITY OF PATIENT ACCOUNTS

- A. Ambulance Service agrees to furnish and maintain a stated dollar limit of ten dollars (\$10) upon which a patient account is deemed immaterial for further MED-BILL action, and the patient account is therefore written off from MED-BILL account files.

XIV. REFERRAL OF ACCOUNTS TO THIRD-PARTY FOR COLLECTION ACTIVITY:

Ambulance Service authorizes MED-BILL to refer patient accounts to a third-party for further collection activity/services, and accepts responsibility for all patient accounts referred to a third-party collection service and for efforts expended by the third-party collection service; provided, however, that Ambulance Service shall be notified prior to placing any patient account with a third-party collection service and hereby agrees to such placement. Ambulance Service may recall any patient account from MED-BILL at any time; provided, however, MED-BILL shall be entitled to the fees pursuant to the above Section if amounts are collected by MED-BILL within thirty (30) days of being recalled by Ambulance Service. MED-BILL agrees to cease all efforts to collect patient accounts that Ambulance Service has recalled. The recalled patient accounts will be returned by MED-BILL, along with related material and documentation, within thirty (30) days.

XV. RECORD RETENTION: MED-BILL agrees to retain all necessary billing information as

related to patient accounts receivable, in full compliance with appropriate federal, state, and local record retention requirements, until such time that information will be properly destroyed. Upon the termination of this Agreement for any reason, and upon request by Ambulance Service, MED-BILL will return to Ambulance Service all patient accounts, along with all related material and documentation, referred to MED-BILL for billing and collections, together with a final report relating to the status of each patient account within ninety (90) days of the

effective date of termination, and shall rely solely upon Ambulance Service to maintain such information in full compliance with appropriate Federal, State, and local retention requirements. Unless specifically requested by Ambulance Service to return all records, MED-BILL will retain all billing information in its archives (for a period of up to ten (10) years, to be available in the event of audit, investigation, or other lawful purpose or request. Additionally, Ambulance Services agrees that MED-BILL can retain certain billing data and information in its archives for purposes of compliance functions, data reporting and analytics. In many cases, such information will be redacted and/or not contain PHI. Additionally, as needed, such redacted information can be shared with (or otherwise stored and maintained by) third parties for data analysis functions, including, but not limited to, Armor LLC.

- XVI. MODIFICATION: The parties mutually understand that a satisfactory working relationship may require modification of the understanding reached with regards to the computer billing Services. Therefore, this Agreement may be modified from time to time by expansion or restriction of the Services and reports to be provided by MED-BILL, including changes in utilization of computer equipment and programming provided by MED-BILL, which shall be in writing and by the addendum attached hereto, pursuant to Section XXX of this Agreement.
- XVII. SOFTWARE ENHANCEMENTS: Ambulance Service agrees MED-BILL is under no obligation to create programming for information purposes. MED-BILL agrees to make available to Ambulance Service a list and description of available reports generated in the ordinary course of business. Any additional custom reports requested will be subject to an \$85.00 per hour programming fee. MED-BILL will provide Ambulance Service with a Statement of Work (SOW) to get signed off before performing work.
- XVIII. INDEMNIFICATION:
- A. Ambulance Service shall hold harmless, indemnify and defend MED-BILL against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payor, financially responsible party, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of Ambulance Service or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.
- (i) If Ambulance Service provides non-emergency transports, the Ambulance Service agrees to hold harmless, indemnify, and defend MED-BILL against any and all claims, causes of action, and damages of any nature relating to such non-emergency transports, except for actions solely relating to the gross negligence of MED-BILL.
- B. MED-BILL agrees to indemnify, defend and hold harmless Ambulance Service and/or its employees, officers, directors and agents from any and all claims, losses, damages, liabilities and expenses, including reasonable attorney fees, arising from the willful or intentional misconduct of any MED-BILL agent, servant, contractor or employee and which relate to the Services performed by MED-BILL under this Agreement. This

provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

- C. EXAMINATION OF ACCOUNTS: Ambulance Service may at any reasonable time, examine MED-BILL's records, or the records of any organization or company providing Services for MED-BILL, pertaining to patient accounts referred to MED-BILL by the Ambulance Service under this Agreement.
- XIX. OPERATING PROCEDURES: Pursuant to Section III above, Ambulance Service, agrees to provide or cause others to provide to MED-BILL accurate and complete demographic and procedure charge information. Ambulance Service acknowledges that MED-BILL has every incentive to perform the services in a timely and proficient manner but that the timing and amount of net collections generated by the Initial Billing Services are subject to numerous variables beyond the control of MED-BILL.
- XX. BINDING REGULATIONS: MED-BILL will comply with all applicable policies, procedures, guidelines, regulations, and laws governing reimbursement to Ambulance Service (including those set out by individual payers and under the Medicare program) and will not engage in any activity that will adversely impact reimbursement to Ambulance Service, Ambulance Service's status with any payor, or Ambulance Service's status under the Medicare program or any other government or government-funded program. Notwithstanding anything in this Agreement to the contrary, if MED-BILL fails to fulfill its obligations under this Section or if MED-BILL is found to be in violation of any material policy, procedure, guideline, regulation, and/or law governing the services provided hereunder, Ambulance Service may terminate this Agreement upon written notice after providing MED-BILL an opportunity to cure. Ambulance Service agrees to provide MED-BILL a copy of any Ordinance or Protocols on a yearly basis or anytime a new Ordinance or Protocol has been created.
- XXI. MEDICAL RECORD REQUESTS: MED-BILL will process all medical record requests received directly or to the Ambulance Service. MED-BILL may charge in accordance with prevailing state and federal laws, including but not limited to HIPAA.
- XXII. EFFECT OF TERMINATION: Except as set forth below, in the event the Agreement is terminated for whatever reason, MED-BILL, at its sole option, may continue to process all of Ambulance Service's patient accounts existing on the date of termination for a period of one hundred and eighty (180) days. Other than processing the patient accounts existing on the date of termination, MED-BILL will have no further obligations to Ambulance Service. Ambulance Service will be responsible for compensating MED-BILL for the Services MED-BILL provides after the date of termination in accordance with the terms of this Agreement. Upon expiration of the one hundred and eighty (180) day period, MED-BILL will (I) discontinue processing Ambulance Service accounts and deliver to Ambulance Service after full payment of all fees owed, a final list of accounts (II) all records, documents, and materials provided to MED-BILL by Ambulance Service and (III) have no further obligation to Ambulance Service.
- XXIII. SEVERABILITY: The invalidity of any provision of this Agreement will not affect the validity or enforceability of any other provision.

XXIV. CUSTOMER AUDITS: Ambulance Service has the right under this Agreement to contract independent auditors ("Auditors") for the purpose of performing audits that the Ambulance Service considers necessary to ensure accuracy and correctness of MED-BILL's performance, including accounting and internal controls. This expense will be the sole responsibility of the Ambulance Service, and the Auditors may not be employed by or in any manner affiliated with any entity that performs services considerably similar to any services then being provided by MED-BILL. MED-BILL will cooperate by providing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors.

XXV. NOTICE: Any notice or payment permitted or required by this Agreement will be considered made on the date personally delivered in writing, or mailed by certified mail, postage prepaid, to the other party at the address set forth below, or to such other person or address as either party may designate in writing.

MED-BILL: MED-BILL CORPORATION
8646 Castle Park Dr.
Indianapolis, IN 46256

Ambulance Service: Delaware County EMS
401 E. Jackson St.
Muncie, IN 47305

XXVI. GOVERNING LAW: The interpretation and enforcement of this Agreement will be governed by the laws of the State of Indiana and any litigation brought under this Agreement by either party shall be in an Indiana State Court or in a Federal Court located in Marion County, Indiana.

XXVII. COUNTERPARTS: This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Agreement.

XXVIII. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters and parol, or extrinsic evidence shall not be admissible to explain or modify its terms. No oral modifications or waiver of any of the provisions of this Agreement shall be binding on either party.

XXIX. FORCE MAJEURE: No party shall be liable for failure to perform its obligations where such failure results from any act of God or other cause beyond such party's reasonable control that is not caused by the fault of the negligence of such party (including, without limitation, any mechanical, electronic or communications failure) and which prevents such party from performing such party's obligations under this Agreement, and which such party has been unable to overcome by the exercise of due diligence.

- XXX. REMEDIES: In addition to the other remedies provided herein, in the event Ambulance Service breaches any other provisions of the Agreement, MED-BILL may pursue any and all remedies available at law or in equity, including but not exclusively injunctive relief, damages, attorneys' fees, expert witness fees, interest, and cost.
- XXXI. CONFIDENTIALITY: Except as required by law, the parties shall preserve as confidential all proprietary or confidential business information of the other party to which it may have access during the Term of this Agreement unless the information was known to the public prior to such parties obtaining the information. The parties' obligations of confidentiality shall survive the expiration or termination of this Agreement and shall last until the date five (5) years from the expiration or termination of this Agreement.
- XXXII. NON-DISCLOSURE OF AGREEMENT: Unless required by law, including without limitation, the Indiana Access to Public Records Act (I.C. § 5-14-3-1, *et seq.*) or as necessary to obtain legal or accounting advice, neither party shall disclose to any third party the terms or existence of this Agreement without the prior written consent of the other party.
- XXXIII. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of MED-BILL, its successors, and, to the extent permitted, its assigns.
- XXXIV. MUTUAL NON DISPARAGEMENT: Neither the Ambulance Service nor MED-BILL shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party or otherwise degrade the other party's reputation in the business.
- XXXV. HEADINGS: The Article and Section titles and headings contained in this Agreement are for organizational purposes only and shall not be admissible to modify the terms of this Agreement.
- XXXVI. OFFICE OF INSPECTOR GENERAL: MED-BILL and Ambulance Service both agree to process each of its employees through the OIG Exclusion website: <https://exclusions.oig.hhs.gov/Default.aspx>. If any employees appear on the exclusion list, MED-BILL and Ambulance Service agree to notify each other and take the necessary steps to rectify any claims that were processed.
- XXXVII. ELECTRONIC DATA ENROLLMENT: Ambulance Service hereby authorizes MED-BILL to sign on behalf of Ambulance Service to enroll in any and all Electronic Data and Electronic Remittance Advice enrollment applications, which is necessary to electronically file claims and receive remittance advice.
- XXXVIII. EMPLOYMENT ELIGIBILITY VERIFICATION REQUIRED BY INDIANA CODE 22-5-1.7-11: MED-BILL affirms that MED-BILL does not knowingly employ an unauthorized alien and has enrolled and is participating in the E-Verify program. MED-BILL agrees to provide documentation demonstrating that MED-BILL has enrolled and is participating in the E-Verify Program. The Ambulance Service may terminate for default if MED-BILL fails to cure a breach of this provision no later than thirty (30) days after being notified. An E-Verify AFFIDAVIT, signed by MED-BILL, in compliance with Indiana Code 22-5-1.7-11, is attached to the Agreement.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written:

MED-BILL CORPORATION

Derrica J Borden

DERRICA BORDEN, CEO

07/25/2024

DATE:

DELAWARE COUNTY EMS

James King

PRINTED NAME

Commissioner

TITLE

[Signature]

SIGNATURE

8/19/2024

DATE

Exhibit A

MED-BILL Corporation Claims Management Process

1. Receive run sheet and charges via Electronic Patient Care Reporting or paper;
2. Contact Hospitals to obtain insurance information if not obtained at the time of service;
3. Use Hospital HDE system in applicable;
4. Verify patient's insurance obtained on PCR;
5. Verify patient Medicare and Medicaid eligibility on associated sites;
6. Use Payorlogic service for insurance verification and discovery;
7. Code Diagnosis and Procedures;
8. Enter patient information and charges into the system on import via XML from the EPCR company;
9. Obtain patient or guarantor signatures for processing of claims if not obtained at the time of service;
10. Send a patient statement with an insurance form for completion and return (3 - 4 monthly statements) (If no response, these accounts will be deemed "non-voluntary pay" status at 120 days and subsequent follow-up actions will be taken with collection letters instead of statements);
11. Skip Tracing on any returned mail and updating of address;
12. File insurance claims (primary, secondary, tertiary) including submitting client and patient information through electronic claim submission channels and sharing such data with third parties such as payers and clearinghouses;
13. Perform Timely Telephone and online claim follow-up;
14. Receive payments and correspondence from Ambulance Service;
15. Analyze and post payments;
16. Work all correspondence and denials and send reviews and appeals for claims denied in error, where applicable;
17. MED-BILL will handle all patient, insurance, and attorney inquiries on accounts;
18. Upon 120 days, accounts will be deemed "non-voluntary pay" status; and
19. A Complete recap of the account with a paper trail of each claim is available upon request for audit (this includes notes on an account, copies of all claims, payments, and correspondence).
20. Ambulance Service Portal site login and password to log into MED-BILL's billing system to view accounts and month-end reports are provided.
21. MED-BILL will provide Ambulance Service with copy of month end reports by the 15th of each month for the previous months

MED-BILL Exclusions (Services not covered)

1. Provide legal advice.
2. Pursue litigation for past due accounts, notwithstanding the right to transfer the account to a third-party under § XIV of this Agreement.
3. Accept direct payment from a payer into an account controlled directly by Med-Bill.
4. When participating with the Compliance Package, regarding crew Drivers Licenses, MED-BILL is only responsible for checking the expiration dates. MED-BILL is not responsible for checking BMV records in case of suspensions, license revoking, etc. Please also note that certain Compliance Package functions can be outsourced to third party vendors including, but not limited to Armor, LLC.

Exhibit A-2

MED-BILL Corporation Follow-Up Process for Non-Voluntary Pay Accounts

1. Once an account reaches 120 days without payment arrangements, accounts are deemed "Non-Voluntary Pay Status".
2. A repeat of Claims Management Process.
3. Skip Tracing: Address, Phones, Bankruptcy, Deceased reports are run.
4. 1st Reminder Letter is sent to patient.
5. If no response is received from 1st Reminder Letter, then Inbound/Outbound telephone call procedures will begin.
6. If account remains unresolved after 30 days, 2nd Reminder/ Demand Letter will be sent to patient.
7. Yearly Tax time Settlement Promotions mailed.
8. If accounts remain unresolved, accounts will be reviewed for transfer to a third-party for further collection action/services.

Exhibit B

MED-BILL will cover the yearly cost of the EHR ESO at a yearly rate of \$8,409.48 paid directly to ESO. If Ambulance Service terminates this Agreement, with or without cause, Ambulance Service shall pay MED-BILL the prorated amount of the remaining yearly subscription fee for the EHR ESO.

MED-BILL CORPORATION

Derrica J Borden

DERRICA BORDEN, CEO

07/25/2024

DATE:

DELAWARE COUNTY EMS

James King

PRINTED NAME

Commissioner

TITLE

[Signature]

SIGNATURE

8/19/2024

DATE

Exhibit C

BUSINESS ASSOCIATE ASSURANCES

- a. HIPAA Privacy Rule. MED-BILL (herein the "Billing Company"), in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, Billing Company agrees that it will:
- i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
 - ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - iii. Report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
 - iv. Ensure that any agents, including a subcontractor, to whom it provides PHI 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 Agreement to Business Associate with respect to such information.
 - v. Provide access to PHI in a Designated Record Set to an individual in accordance with 45 CFR § 164.524.
 - vi. Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
 - viii. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of Health and Human Services for purposes of determining compliance with the Privacy Rule.
 - ix. At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created or received by Billing Company on behalf of Client, and if return is infeasible, the protections of this agreement will extend to such PHI.

b. HIPAA Security Rule. Billing Company, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), regarding the security of electronic protected health information ("e-PHI") that is received as a result of the Services provided hereunder. In conformity therewith, Billing Company agrees that it will:

i. Implement administrative safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR § 164.308.

ii. Implement physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR § 164.310.

iii. Implement technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR § 164.312.

iv. Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the Security Rule, as required by 45 CFR § 164.316.

v. Report to Covered Entity any use or disclosure of the e-PHI not provided for by this Agreement of which it becomes aware.

vi. Ensure that any agents, including a subcontractor, to whom it provides e-PHI 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 Agreement to Business Associate with respect to such information.

c. American Recovery and Reinvestment Act of 2009. Billing Company, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the applicable provisions of the American Recovery and Reinvestment Act of 2009, Sections 13400, *et seq.*, as amended ("the Recovery Act of 2009") and any regulations promulgated pursuant thereto. This includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, Billing Company agrees that it will:

i. Notify Covered Entity following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than 60 calendar days after the discovery of a breach. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.

ii. Comply with its obligations under Section 13405(e) of the Recovery Act of 2009 regarding the sale of certain electronic health records or PHI obtained from electronic health records.

iii. Comply with its obligations under Section 13406 of the Recovery Act of 2009 regarding certain marketing communications.

iv. Comply with any other applicable provisions of the Recovery Act of 2009 that Business Associate is currently subject to or becomes subject to in the future.

v. Comply with any future regulations enacted by the Department of Health & Human Services, in accordance with the Recovery Act of 2009.

d. **Red Flag Rules.** Billing Company, in its capacity as a “Service Provider” (which performs activities on behalf of a “Creditor” (Client), shall carry out its obligations under this Agreement in compliance with the applicable provisions of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”) found at 16 C.F.R Part 681. In conformity therewith, Billing Company agrees that it will:

i. Ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

ii. To have in place policies and procedures to detect relevant Red Flags that may arise in the performance of services on behalf of Client.

iii. To take all steps necessary to comply with the policies and procedures therein in the Identity Theft Prevention Program of the Client.

iv. Ensure that any agent or third party who performs services on its behalf in connection with covered accounts of the covered entity, including a subcontractor, agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

v. Agrees to alert the covered entity of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.

e. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Covered Entity if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI.

f. Specific Use and Disclosure Provisions

i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Covered Entity or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for these purposes provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it 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 person, and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

ii. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

g. Confidentiality. Both parties agree to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided by the Business Associate. This Agreement sets forth the terms and conditions pursuant to which PHI that is provided to, or created or received by, the Business Associate from or on behalf of the Covered Entity, will be handled.

