



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

Joyce Dickerson	Paul Livingston	Greg Pearce	Jim Manning	Kelvin Washington
District 2	District 4	District 6	District 8	District 10

**FEBRUARY 24, 2015
6:00 PM**

2020 Hampton Street

CALL TO ORDER

ELECTION OF CHAIR

1. Election of Chair

APPROVAL OF MINUTES

2. Regular Session: December 16, 2014 [PAGES 5 - 7]

ADOPTION OF AGENDA

ITEMS FOR ACTION

3. Budget Amendment – Public Works Road Maintenance Fund Balance to help fund the Low Volume Paving Program [**PAGES 8 - 10**]
4. Budget Amendment - Paved Road Repair [**PAGES 11 - 15**]
5. Extension of EMS Billing Contract [**PAGES 16 - 41**]
6. Officer Safety Equipment Upgrade [**PAGES 42 - 45**]
7. Distribution of Mulch and Compost [**PAGES 46 - 49**]
8. Financial Contribution to SC Slave Dwelling Survey [**PAGES 50 - 52**]

ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

9. Establish a Budget Committee [**PAGE 53**]
10. Employee Benefits Package Comparison [**PAGE 54**]

ADJOURNMENT



Special Accommodations and Interpreter Services

Citizens may be present during any of the County’s meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Election of Chair

Reviews

Richland County Council Request of Action

Subject

Regular Session: December 16, 2014 [PAGES 5 - 7]

Reviews

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ADMINISTRATION AND FINANCE COMMITTEE

December 16, 2014
6:00 PM
Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:01 PM

APPROVAL OF MINUTES

November 25, 2014 – Ms. Dickerson moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Dickerson moved, seconded by Mr. Manning, to adopt the agenda as published. The vote in favor was unanimous.

ITEMS FOR ACTION

Set-off Debt/GEAR Debt Write-Off – Mr. Manning moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the write-off of all Emergency Medical Services (EMS) debts which are currently ten years old and any future requests to dispose of debt would be presented to Council for consideration. The vote in favor was unanimous.

Property Acquisition Assistance – Mr. Livingston moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the use of \$40,311.70 from the Planning Department's Neighborhood Improvement Program's budget to assist the Community Assistance Provider, Inc. (CAP) in acquiring the property located at 6319 Shakespeare Road, Columbia, SC 29223. This acquisition will allow site control by the non-profit group (CAP) for redevelopment of the parcel of land into affordable housing to benefit the surrounding areas of Trenholm Acres and New Castle Neighborhoods, lien settlement, option payments and paid annual taxes by CAP, Inc. The vote was in favor.



Committee Members Present

Greg Pearce, Chair
District Six

Joyce Dickerson
District Two

Paul Livingston
District Four

Jim Manning
District Eight

Kelvin E. Washington, Sr.
District Ten

Others Present:

Norman Jackson
Bill Malinowski
Torrey Rush
Julie-Ann Dixon
Damon Jeter
Tony McDonald
Sparty Hammett
John Hixon
Warren Harley
Brandon Madden
Larry Smith
Quinton Epps
Roxanne Ancheta
Monique Walters
Brad Farrar
George Rice
Daniel Driggers
Valeria Jackson
Tracy Hegler
Pam Davis
Michelle Onley
Monique McDaniels

Item# 2

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Administration and Finance Committee
Tuesday, December 16, 2014
Page Two

Formula for Compensation Increases for County Council – Mr. Manning stated that the Legal Department informed him that the Attorney General's Office would not allow Council to use a formula to compensate County Council.

Mr. Smith stated there is a State statute that places limitations on how and/or what County Council can do in terms of adjusting their salaries.

Mr. Washington moved, seconded by Ms. Dickerson, to table this item. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:42 PM



Richland County Council Request of Action

Subject

Budget Amendment – Public Works Road Maintenance Fund Balance to help fund the Low Volume Paving Program **[PAGES 8 - 10]**

Reviews

Richland County Council Request of Action

Subject: Budget Amendment – Public Works Road Maintenance Fund Balance to help fund the Low Volume Paving Program

A. Purpose

County Council is requested to approve a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to assist in funding the Low Volume Paving Program (Program).

B. Background / Discussion

On February 17, 2009, County Council approved an ordinance amendment to the County's Code of Ordinances (Section 21-3 and Section 21-20), creating an alternative dirt road paving program and adopting countywide dirt road paving program standards.

The ordinance amendment reduced the cross section width and pavement thicknesses on dirt roads that qualified for the Program, and allowed the County to pave more miles of road for less money.

The County's Public Works Department approached the CTC (Richland County Transportation Committee) for funding for paving low volume roads. The CTC allocated \$4,000,000.00 to the County for the Program. The County agreed to supplement that funding with an additional \$900,000.00. An engineering consultant developed a Low Volume Paving Manual, which served as the basis for the program.

At the November 1, 2011 Council meeting, Council approved the Program. To date, we have paved approximately forty (40) roads through the program, using funding from the abovementioned funds allocated by the CTC and funds provided through the County's Transportation Penny Program.

County Council approved the use of \$900,000.00 from the Road Maintenance Fund Balance; however, the funding was never allocated. At this time, we are requesting a budget amendment in the amount of \$900,000.00 to assist in funding the program.

C. Legislative / Chronological History

- 2/17/09 - County Council approved the an ordinance amendment to the County's Code of Ordinances (Section 21-3 and Section 21-20), creating an alternative dirt road paving program and adopting Countywide dirt road paving program standards.
- 11/1/11 - Council approved the Low Volume Paving Program.

D. Financial Impact

A budget amendment in the amount of \$900,000.00 is needed to supplement this Program to pave low volume roads in Richland County. The requested funds are available in the Road Maintenance Fund Balance. This action will require three (3) readings and a public hearing.

E. Alternatives

1. Approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.
2. Do not approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

F. Recommendation

It is recommended that Council approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

Recommended by: Ismail Ozbek, Director

Department: Public Works

Date: January 6, 2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 1/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is consistent with Council’s previous approval and assignment of funding.

Transportation

Reviewed by: Rob Perry

Date: 1/14/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This action is consistent with the agreement to receive the \$4 million in CTC funding for these projects.

Legal

Reviewed by: Elizabeth McLean

Date: 1/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett

Date: 1/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Budget Amendment - Paved Road Repair [**PAGES 11 - 15**]

Reviews

Richland County Council Request of Action

Subject: Budget Amendment - Paved Road Repair

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system.

B. Background / Discussion

In 2012, the D&S Committee reviewed a proposed Road Right of Way and Acceptance Policy (policy) for prescriptive easements and unaccepted Paved Roads. The purpose of the policy was to address the acquisition of Right of Way for the improvement of county maintained roads presently in prescriptive easements and the acceptance of existing improved roads not accepted into the county's maintenance system.

If approved, the policy change would affect 40 private subdivision roads – see attached list of roads. Of the 40 roads, 27 needed repairs to bring them up to an acceptable standard. The estimated cost of the repairs was \$800,000.00.

The proposed policy was forwarded to the 2013 Council Retreat for review by Council.

At the Council Retreat in 2013, County Council reviewed the policy and the list of 40 private roads. At the February 5, 2013 Council meeting, Council approved the 2013 Council Retreat Directive to have staff accept the existing 40 paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance to make the necessary repairs to the roads to bring them up to acceptable standards.

Currently, county staff is in the process of accepting the 40 roads into the county's maintenance system. The approved funds (\$800,000.00) have remained in the Roads and Drainage Fund, and it is at this time that Council is requested to approve a budget amendment in the amount \$800,000.00 for the purpose of funding the repairs to the roads as they are accepted into the county's maintenance system.

C. Legislative / Chronological History

- 7/31/12 – The D&S reviewed the request of action regarding the policy. The item was held in Committee pending staff in Public Works addressing the issue of how to deal with paved roads that are not up to county standards.
- 9/25/12 - The D&S Committee deferred this item so that staff may provide a list of roads, costs, and possible funding sources.
- 12/18/12 – The D&S Committee recommended that Council forward this item to the 2013 Council Retreat for review.
- 12/18/12 – Council forwarded this item to the 2013 Council Retreat for review.
- 1/25/13 - Council reviewed this item at the 2013 Council Retreat
- 2/5/13 - Council approved the 2013 Council Retreat Directive to have staff accept the existing paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance

Item# 4

D. Financial Impact

A budget amendment from the Roads and Drainage Fund Balance is needed for \$800,000.00. This action will require three readings and a public hearing.

E. Alternatives

1. Approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.
2. Do not approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

F. Recommendation

It is recommended that Council approve the request for a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

Recommended by: Ismail Ozbek, Director
Department: Public Works
Date: January 6, 2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 2/3/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Funding is currently committed in the Roads and Drainage fund.

Transportation

Reviewed by: Rob Perry Date: 2/3/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

It is in our best interest to bring these roads up to good condition if the County intends to assume them into our system.

Legal

Reviewed by: Elizabeth McLean Date: 2/9/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 2/10/14
✓ Recommend Council approval Recommend Council denial

Item# 4

Comments regarding recommendation:

Item# 4

Attachment number 1
Page 3 of 4

List of Private Subdivision Roads

PRIVATE SUBDIVISION ROADS				
ROAD NAME	SUBDIVISION	LENGTH (FT)	Estimated Cost	Repair Council District
Merc Ct	Arthurtown Phase 3	118.83	\$0.00	10
Riley Ct	Arthurtown Phase 3	117.85	\$0.00	10
Dennis Ln	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00	2
Moody View Ct	Devon Green Phase 1	163.03	\$2,500.00	8
Sonny Ct	Devon Green Phase 1	96.78	\$2,500.00	8
Jaybird Ln	Devon Green Phase 2 & 3	1,010.17	\$10,000.00	88
Reidy Ct	Devon Green Phase 2 & 3	676.32	\$5,000.00	8
Bald Eagle Ct	Heritage Hills Phase 2A	105.60	\$5,000.00	7
Heritage Hills Dr	Heritage Hills Phase 2A	1,802.20	\$5,000.00	7
Otter Trail Ct	Heritage Hills Phase 2A	487.36	\$5,000.00	7
Burnwood Ct	Heritage Hills Phase 2B	355.41	\$5,000.00	7
Cedar Edge Ct	Heritage Hills Phase 2B	382.85	\$5,000.00	7
Heritage Hills Dr	Heritage Hills Phase 2B	1,550.45	\$45,000.00	7
Hickory Knoll Rd	Heritage Hills Phase 2B	1,054.75	\$5,000.00	7
Graces Way	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00	9
Angela Dawn Ct	North Lake Shore Point	269.07	No Cost Established	1
Robin Lynn Ln	North Lake Shore Point	224.24	No Cost Established	1
Conn St	Northgate (Crane Creek Estates)	293.97	\$10,000.00	7
Crane Creek Ct	Northgate (Crane Creek Estates)	400.32	\$10,000.00	7
Crane Creek Dr	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00	7
Scioto Dr	Northgate (Crane Creek Estates)	844.14	\$35,000.00	7
Durant St	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00	7
Durden Park Row	Stonington Phase 1	728.36	\$10,000.00	7
Ellafair Ln	Stonington Phase 1	247.85	\$5,000.00	7
Rose Dew Ln	Stonington Phase 1	239.90	\$5,000.00	7
Roundtree Rd	Stonington Phase 1	1,547.39	\$25,000.00	7
Stonebury Cir	Stonington Phase 1	348.92	\$5,000.00	7
Stonington Dr	Stonington Phase 1	1,629.95	\$25,000.00	7
Unnamed St	Stonington Phase 1	348.99	No Cost Established	7
Roundtree Rd	Stonington Phase 2A	2,633.89	\$20,000.00	7
Summer Bend Rd	Summer Valley Phase 2A	877.56	No Cost Established	7
Summer Park Rd	Summer Valley Phase 2A	547.89	No Cost Established	7
Summer Bend Rd	Summer Valley Phase 2B	794.91	No Cost Established	7
Summer Park Rd	Summer Valley Phase 2B	917.27	No Cost Established	7
Summer Side Cir	Summer Valley Phase 2B	1,080.05	No Cost Established	7
Summer Crest Rd	Summer Valley Phase 3	1,157.02	No Cost Established	7
Summer Ridge Rd	Summer Valley Phase 3	370.92	No Cost Established	7
Summer Vista Dr	Summer Valley Phase 3	978.17	No Cost Established	7
Old Still Rd	Wildewood: Old Still Rd	3,088.53	\$200,000.00	9
Running Fox Rd W	Wildewood: West of Polo Road	1,559.11	\$125,000.00	9
	Totals	36,604.08	800,000.00	

Richland County Council Request of Action

Subject

Extension of EMS Billing Contract [**PAGES 16 - 41**]

Reviews

Richland County Council Request of Action

Subject: Extension of EMS Billing Contract

A. Purpose

County Council is requested to extend the Emergency Medical Services (EMS) billing contract with EMS Management & Consultants, Inc. (EMSMC) through June 30, 2019.

B. Background / Discussion

Currently, EMS has two contracts with two vendors (EMSMC and Lowcountry Billing) to provide debt collection services for monies owed to the County from the public for ambulance runs.

Lowcountry Billing (Lowcountry) handles all collections on outstanding balances for services rendered by EMS from 2003-2009. Lowcountry is paid 7.9% for the net collections they receive on behalf of the County. The Lowcountry contract with the County began on July 1, 2009. The County amended and extended the contract with Lowcountry on June 28, 2010, June 30, 2011 and February 15, 2013. The contract with Lowcountry will end on June 30, 2019. The original contract with Lowcountry and the most recent addendum is attached.

EMSMC handles all collections on outstanding balances for services rendered by EMS from 2010 to date. The contract with EMSMC began on July 1, 2009 and ended on June 30, 2014 – see attached. In July 2014, Council approved the extension of the EMS billing contract with EMSMC through June 30, 2015 – see attached addendum.

Based on conversations with the County’s Procurement Department, we are requesting an extension of the contract (dated July 1, 2009) with EMSMC through June 30, 2019.

C. Legislative / Chronological History

8/28/2008 – Council awarded the contract to EMS Management and Consultants, Inc. for EMS billing and collection services.

7/1/2014 – Council approved the extension of the EMS billing contract to EMSMC through June 30, 2015.

D. Financial Impact

Under the present EMS billing contract with EMSMC, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. If the contract is extended, the percentage paid to EMSMC would not increase for the first year of the contract. The percentage paid to EMSMC may decrease in subsequent years.

E. Alternatives

1. Approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc. through June 30, 2019. The contract will be effective July 1, 2015.

2. Do not approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc.

F. Recommendation

It is recommended County Council extend the EMS Management & Consultants, Inc. Emergency Medical Services billing contract through June 30, 2019.

Recommended by: Daniel Driggers

Department: Finance

Date: 2/3/2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Emergency Services

Reviewed by: Michael Byrd

Date: 02/05/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Legal will defer to Procurement as to whether an extension complies with the Procurement Code.

Administration

Reviewed by: Warren Harley

Date: 2/13/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Amendment

THIS FIRST AMENDMENT TO AGREEMENT entered into the 15th day of May 2014, by and between Richland County (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WEREAS, the parties entered into an Agreement dated July 1, 2009 whereby the contractor agreed to provide billing and collection services for Richland County.

WHEREAS, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Amend the Agreement Section 4(a) Term of the Agreement

This amendment will extend the term of the original agreement dated July 1, 2009 for an additional one (1) year term through June 30, 2015.

4. Term of the Agreement

(a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2015. 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, 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, either for cause or by notice after the initial term, as further defined herein.

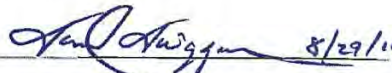
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under their several seals the day and year first written above.

EMS MANAGEMENT & CONSULTANTS, INC.



Jeff Loney, CEO

RICHLAND COUNTY



Paul Stagg 8/29/14

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of July, 2009 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMSMC") and Richland County, SC (hereinafter "Client").

WITNESSETH:

WHEREAS, EMSMC 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 (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMSMC to provide medical billing and collection services and EMSMC wishes to provide those services to Client, 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.** During the term of this Agreement, EMSMC shall provide routine billing, bill processing and fee collection services reasonably required and customary for Service providers of similar size and situation to Client. These 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 payors and patients (as EMSMC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during EMSMC normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue. Specific billing policies will be outlined in the Policies and Procedural Manual.

Coordination of handling accounts initiated prior to July 1, 2009 will be resolved prior to July 1, 2009. The Client intends to collect on these accounts provided a customer will not be billed by two entities; i.e. EMS Management Consultants and Lowcountry Billing. Accounts with outstanding balances after the insurance and/or third party payor has determined benefits due will be billed by EMSMC to the patient. EMSMC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payor has accepted responsibility to pay.

Once Client has submitted all necessary information, EMSMC will bill all uninsured patients directly.

EMSMC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include monthly, year-to-date and service inception-to-date billing and collection summary, check register report and deposit tickets. EMSMC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours. EMSMC will provide secure online web access to account and billing information through the EMSMC website: www.emsbilling.us.

EMSMC shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. EMSMC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMSMC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. EMSMC shall provide Client with written guidelines and/or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of South Carolina providing services to Medicare, Medicaid and other government funded program patients. (The initial written guidelines / Policy and Procedural Manual is required 60-days prior to 7-1-09.) Under no circumstances will EMSMC offer advice on any tax related or legal matters.

EMSMC shall notify Client at esd@rcgov.us of all patient complaints about clinical services within 24 hours of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. EMSMC shall directly advise Client of any 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 payors, with which Client contracts ("Payor Inquiries"), and advise Client of any significant pattern of payor denials or downcodings for services billed by EMSMC on Client's behalf ("Denial Patterns"). The Client will be notified of Payor Inquiries within ten (10) business days of EMSMC's receipt of same.

EMSMC 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. EMSMC will have

no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMSMC 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. EMSMC is to ensure the mitigation of payments currently being sent directly to patients from insurance companies. 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 the client to receive such payments and as to such account only Client, through its officers and directors, shall have access. Client requires the authority to review and approve reconciliation procedures for all transactions affecting bank account 60-days prior to service start.

2. COMPENSATION OF EMSMC:

- (a) Client shall pay a fee for the services of EMSMC hereunder, on a monthly basis, in an amount equal to 6.9% for the term of the Contract of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMSMC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, 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 the Client with or without the knowledge of EMSMC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, Client will not accept payments.

EMSMC shall submit an invoice and supporting documentation to Client by the 10th day of each month for the Compensation due to EMSMC for the previous calendar month. The Compensation amount reflected on the invoice shall have terms of net 30 days in which the invoice is first presented to Client. Payment request shall include a summary of all collections for the previous calendar month by type and be reconciled to deposit amounts reflected in the Client's bank account. Any adjustments must be pre-approved by the Client and billed on a separate invoice. All undisputed invoice amounts will be paid directly from the Client to EMSMC via paper check.

EMSMC will provide the County with a weekly packet that will contain checks received by EMSMC and a full reconciliation report for such payments. This practice will be followed until which time Client establishes a separate bank account for counter deposits.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid after 60 days from date in which such invoice is first received by Client. No late fee shall be charged on any formal disputed invoice until such dispute is resolved by both parties. Interest shall begin to accrue on all unpaid undisputed balances starting sixty (60) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMSMC or others in attempting to collect amounts due from client, including reasonable attorney fees.

3. RESPONSIBILITIES OF CLIENT.

- (a) Client will provide EMSMC with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including 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 EMSMC.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. The client will report to EMSMC within ten (10) business days, payments received directly by client; and promptly notify EMSMC of any cases requiring special handling or billing. Client will implement any reasonable changes that EMSMC and Client determine to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payor or insurance carrier to allow EMSMC to carry out its billing and other duties under this Agreement; and maintain client's own files with all original or source documents, as required by law. Client acknowledges that EMSMC is not the agent of Client for storage of source documentation.

- (c) In addition the Client is to provide EMSMC with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMSMC are, to the best of Client's ability, 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) The Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. The Agreement shall automatically renew on the same terms and conditions as stated herein, for four successive one (1) year terms, 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, either for cause or by notice after the initial term, as further defined herein.
 - (i) **Termination for Cause.** Notwithstanding paragraph 5(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:
 - (1) Failure of Client to make timely payments due under this Agreement;
 - (2) Any willful damage to property, business, reputation, or good will of the other party hereto;

- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Solicitation of business on behalf of a competitor or potential competitor of the other party hereto;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties; EMSMC will use due diligence to identify any changes the client should make to be compliant at all levels.
- (8) Commitment of any unethical or immoral act which disparages the other party or could have the effect of disparaging the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMSMC will make available to Client or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMSMC 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, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMSMC with copies of checks and payments

on those accounts which were filed by EMSMC under this agreement. EMSMC shall have no further responsibilities as to such accounts after the Wind Down; however EMSMC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMSMC, regardless of whether such amounts are collected by client during or after the Wind Down period. In the event Client has an undisputed outstanding balance owed to EMSMC which is more than 45 days in arrears at the time of termination, EMSMC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMSMC as Client's exclusive provider for all dates of service during the term hereof, except that Client may contract with Lowcountry Billing Services, Inc. to provide continued billing services for all ambulance runs made prior to the effective date of this contract. The Client may not directly file, submit or invoice for any 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 EMSMC as provided in paragraph 3(b) and shall be treated as Net Collections for purposes of paragraph 2(a).
- (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) EMSMC 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. EMSMC will return claims to Client only after all efforts have been exhausted to obtain the missing information.

- (e) The Client and EMSMC shall work jointly to develop, 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 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, EMSMC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMSMC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate the contract and/or (c) report the misconduct to the appropriate authorities.
- (g) The EMS billing provider on an annual basis will have a Type II audit report based on Auditing Standards No. 70 (Service Organizations) completed and will provide a copy of this report to Richland County. This report is needed so that Richland County's independent auditors can obtain needed information on the EMS billing provider's controls and the effectiveness of such controls as they plan the annual audit for Richland County. This report will contain at a minimum the following information:
 - 1. Independent auditor's opinion on the EMS billing provider's controls
 - 2. Description of the EMS billing provider's controls
 - 3. Description of the independent auditor's test of the operating effectiveness of controls and the results of those tests (testing period is a minimum period of six months).

7. RESTRICTIVE COVENANT.

Both parties agree that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement for any reason and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not solicit or attempt to solicit or accept any work or employ any of EMSMC's employees with whom Client had contact during the term of this Agreement, with the intent or purpose to receive from such employees the same or similar services which EMSMC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMSMC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMSMC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMSMC for the sole use of the parties and EMSMC under the terms of this Agreement. EMSMC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

9. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMSMC and Client. EMSMC and its employees and representatives shall be independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:

Richland County Government
Office of Procurement
Attn: Director
2020 Hampton Street
Suite 3064
Columbia, SC 29204

EMSMC:
EMS Management & Consultants, Inc.
4731 Commercial Park Ct., Ste. B.
Clemmons, NC 27006

With Copy to:

Karen M. Wilson
Robinson & Lawing, LLP
101 N Cherry Street, Suite 720
Winston Salem, NC 27101

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 paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument 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.

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.

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

EMSMC:

CLIENT:

EMS Management & Consultants, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: President

Title: County Administrator

Date: 4/20/09

Date: May 4, 2009

Witnesses

[Signature]
Vanessa Corey

Witnesses

[Signature]
Heather Brown

412943.2

Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Business Associate Agreement

This Agreement between Richland County EMS ("CLIENT"), and EMS Management & Consultants, Inc. ("BILLING COMPANY") is executed for the purpose of ensuring that BILLING COMPANY carries out its obligations to CLIENT in compliance with the privacy and 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").

This Agreement encompasses BILLING COMPANY'S assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to CLIENT by BILLING COMPANY, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

BILLING COMPANY agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Work to mitigate, to the extent practicable, any harmful effect that is known to BILLING COMPANY of a use or disclosure of PHI by the BILLING COMPANY in violation of this Agreement.
4. Report to CLIENT any use or disclosure of PHI not provided for by this Agreement of which BILLING COMPANY becomes aware;
5. Require that any agents or subcontractors to whom BILLING COMPANY provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to BILLING COMPANY with respect to such PHI;
6. Make PHI available to CLIENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by Client to the individual;
7. Incorporate any amendments to PHI when notified to do so by CLIENT;
8. Provide an accounting of all uses or disclosures of PHI made by BILLING COMPANY as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human

Services for purposes of determining BILLING COMPANY'S and CLIENT'S compliance with HIPAA;

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by BILLING COMPANY on behalf of CLIENT, and if return or destruction is not feasible, the protections of this agreement will continue to extend to such PHI.

The specific uses and disclosures of PHI that may be made by BILLING COMPANY on behalf of CLIENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CLIENT to its patients;
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CLIENT to its patients or to appeal denials of payment for same.
4. The uses required for the proper management of the BILLING COMPANY as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

BILLING COMPANY agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. BILLING COMPANY agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of CLIENT.
2. BILLING COMPANY will require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of CLIENT agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
3. BILLING COMPANY agrees to alert CLIENT of any security incident (as defined by the HIPAA Security Rule) 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 CLIENT of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by CLIENT, in its sole discretion, if CLIENT determines that BILLING COMPANY has violated a material term or provision of this Agreement pertaining to CLIENT'S obligations under the HIPAA privacy or security rules, or if BILLING COMPANY engages in conduct which would, if committed by CLIENT, would result in a material violation of the HIPAA privacy or security rules by CLIENT.

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

EMSMC:

EMS Management & Consultants, Inc.

By: [Signature]

Title: President

Date: 4/20/09

CLIENT:

Richland County, SC

By: [Signature]

Title: County Administrator

Date: May 4, 2009

Witnesses

[Signature]
Vanessa Corey

Witnesses

[Signature]
Heather Brown

Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **AGREEMENT FOR EMS BILLING SERVICES**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 7 day of July, 2009 between LOWCOUNTRY BILLING SERVICES, INC. (hereinafter "Lowcountry") and RICHLAND COUNTY, SOUTH CAROLINA (hereinafter the "County").

WITNESSETH:

WHEREAS, Lowcountry is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, and

WHEREAS, the County is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Lowcountry is the current ambulance billing services provider to the County; and

WHEREAS, the County has contracted for future ambulance billing services with EMS Management Consultants, with such contract term to begin July 1, 2009; and

WHEREAS, the County wishes to retain Lowcountry for a specific period of time to provide medical billing and collection services for service dates prior to July 1, 2009 and Lowcountry wishes to provide such services to the County, 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 hereby acknowledged, the parties agree as follows:

1. **ENGAGEMENT.** During the term of this Agreement, Lowcountry shall provide billing, bill processing and fee collection services for dates of service prior to July 1, 2009. These services shall include: (1) preparing and submitting claims and bills for the County to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients; (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during Lowcountry's normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue.

At no time will Lowcountry provide billing or collection services on any account with a service date of July 1, 2009 or after, nor on any account already being billed by EMS Management Consultants.

Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to account and billing information through the Lowcountry website.

Lowcountry shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. Lowcountry shall retain all financial records not tendered or returned to the County at the termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. Lowcountry will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement.

Lowcountry shall notify the County of all patient complaints about clinical services within 24 hours of receipt and notify the Client of all patient complaints about billing within ten (10) days of receipt. Lowcountry shall directly advise the County of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business.

Lowcountry is appointed as the agent of the County 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. Lowcountry will have no authority to pledge credit, contract, or otherwise act on behalf of the County except as expressly set forth herein.

Lowcountry agrees to use its best business practices to cooperate fully with the County and EMS Management Consultants in the transition of ambulance billing services to EMS Management Consultants and in the resolution of billing problems which may arise due to the transition of ambulance billing services to EMS Management Consultants (i.e. an account being billed by both Lowcountry and EMS Management Consultants).

2. COMPENSATION OF LOWCOUNTRY BILLING.

- (a) Client shall pay a fee for the services of Lowcountry hereunder, on a monthly basis, in an amount equal to 7.5% of "Net Collections" as defined below (the "Compensation") for the term of the Agreement. Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by Lowcountry from payers, patients,

attorney's offices, court settlements, collection agencies, government institutions, 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 the County with or without the knowledge of Lowcountry that are paid, tendered, received or collected each month for the County's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, the County will not accept payments.

3. RESPONSIBILITIES OF CLIENT.

- (a) Client will provide Lowcountry with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including 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.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.
- (c) In addition the Client is to provide Lowcountry with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)].

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
 - (i) **Termination for Cause.** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of the County to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (5) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

Upon any termination of this Agreement, and during the period of any notice of termination, Lowcountry will make available to the County or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge), and will otherwise furnish reasonable cooperation and assistance in any transition to the County or EMS Management Consultants.

6. PRIVACY.

Confidentiality. All data and information furnished to Lowcountry by Client shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Lowcountry for the sole use of the parties under the terms of this Agreement. Lowcountry agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than the County or the County's designated legal counsel, any information about the County, its practice or billing, or any of the patients of the County unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

7. GENERAL.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Richland County:

Richland County Government
Office of Procurement
Attn: Director
2020 Hampton Street
Suite 3064
Columbia, SC 29204

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

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 paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument 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.

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.

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

LOWCOUNTRY BILLING:

Lowcountry Billing Services, Inc.

By: [Signature]
Title: Director of Marketing
Date: 7/1/2009

RICHLAND COUNTY:

Richland County, SC

By: [Signature]
Title: County Administrator
Date: 7-7-09

Witnesses

[Signature]

Witnesses

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)
) Third Addendum to Agreement for EMS Billing Services
COUNTY OF RICHLAND) (Amendment & Extension)

THIS ADDENDUM entered into this 15th day of February, 2013, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and LOWCOUNTRY BILLING SERVICES, INC. (hereinafter referred to as "Lowcountry").

WHEREAS, the parties entered into an Agreement for EMS Billing Services (hereinafter the "Agreement"), dated July 1, 2009, an Addendum to Agreement for EMS Billing Services (Extension), dated June 28, 2010, and a Second Addendum to Agreement for EMS Billing Services (Extension), dated June 30, 2011; and

WHEREAS, the parties now wish amend and to extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically on June 30, 2019.
2. The parties mutually agree to amend the first paragraph of page 2 to: Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all non-proprietary records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to non-proprietary account and billing information through the Lowcountry website.
3. The parties mutually agree to amend paragraph 5 by adding the following at the end of said paragraph 5: All proprietary information shall remain property of Lowcountry Billing Services, Inc.
4. In all other respects, the Agreement shall remain in full force and effect.
5. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
6. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Ashley L. Meyer
ASL

BY: Tony McDonald
ITS: County Administrator

Richland County Attorney's Office
Suzanne A. Mc
Approved As To LEGAL Form Or
No Opinion Rendered As To Cont. ct

Sara Mills
Sara Mills
Expires 1-14-2018

LOWCOUNTRY BILLING SERVICES, INC.

BY: Walter Watson
ITS: Director of Operations

Richland County Council Request of Action

Subject

Officer Safety Equipment Upgrade **[PAGES 42 - 45]**

Reviews

Richland County Council Request of Action

Subject: Officer Safety Equipment Upgrade

A. Purpose

County Council is requested to approve the purchase of 503 X26P Tasers from Taser International in the amount of \$585,025.92. This upgrade includes 37 additional units, and will replace, and tether, portions of existing equipment.

B. Background / Discussion

In the history of the Richland County Sheriff's Department RCSD, six (6) deputies have paid the ultimate sacrifice; dying in the line of duty.

Although crime is down, the violence of our crime continues to increase and the apathy toward law enforcement continues to rise. The overall need to make sure that our Deputies are the best trained and equipped to defend themselves and the citizenry is more important than ever.

Sheriff Leon Lott is committed to making sure that our Deputies use every de-escalation tool, at their disposal (verbal judo, professionalism and positive attitude, and communication and community empowerment), available to prevent physical altercations and interactions with suspects. However, it is sometimes necessary to take defensive actions to protect a victim, a deputy and in certain instances a suspect.

In 2013, there were 63 separate incidents, involving 69 Deputies, where the Deputies were assaulted. In these incidents, there were 43 bullets fired at 17 Deputies, coupled with 351 defensive actions with 215 Taser uses.

In 2014, RCSD had 42 Deputies assaulted, coupled with 336 defensive actions with 126 Taser uses.

No Deputy wants to use any force, but we must be prepared to use the force necessary to stop a threat against citizens or law enforcement.

The Taser provides Deputies with a less than lethal option that has been proven to lower injury to Deputies and suspects. This upgrade in equipment will allow Council to provide the best equipment to the RCSD in the most cost effective way.

C. Legislative / Chronological History

This is a needed upgrade due to the fact that the previous service contract and equipment life cycle ended on December 31, 2014. There is no legislative history associated with the request.

D. Financial Impact

The total cost of this request is \$585,025.92. There are no new funds being requested. Funding is available for the purchase of non-capital equipment in the RCSD FY2014-15 budget under the equipment bond, which was approved during the County's budgetary process.

This purchase will include a full service agreement that will cover all repairs and replacements and keep the equipment on duty with the Deputies.

A breakdown of the purchase is outlined in the table below:

DESCRIPTION	QUANTITY	PRICE	DISCOUNT	TOTAL
TASER X2	3	\$1029.95		\$3089.85
X2 -5 YEAR SERVICE & WARRANTY	3	\$318.25		\$954.75
25' SMART CARTRIDGE	6	\$31.50	100%	\$0.00
25' TRAINING CARTRIDGE	6	\$30.60	100%	\$0.00
X2 BLACKHAWK HOLSTER	3	\$65.85	100%	\$0.00
TASER X26P	500	\$899.95		\$449,975.00
X26P-5 YEAR SERVICE & WARRANTY	500	\$277.95	\$125 DISCOUNT PER TASER	\$76,475.00
X26P BLACKHAWK HOLSTER (RH)	475	\$53.25		\$25,293.75
X26P BLACKHAWK HOLSTER (LH)	25	\$53.25		\$1331.25
APPM (BATTERY)	503	\$65.85	20%	\$26,498.04
DATAPORT DOWNLOAD KIT	5	\$164.75	100%	\$0.00
SHIPPING				\$1408.28
TOTAL				\$585,025.92

If approved, this purchase will alleviate the need for annual funding allotted by Council for the repairs, replacement and maintenance of the Tasers, which can cost approximately \$32, 298.00. Additionally, approval of this purchase will negate the funding of \$33,800.00 for additional units of Tasers.

E. Alternatives

1. Approve the purchase of 503 X26P Tasers from Taser International in the amount of \$585,025.92.
2. Do not approve the purchase to 503 X26P Tasers from Taser International in the amount of \$585,025.92. If this alternative is selected, the County may have to fund an annual minimum of \$32,298.00 to repair existing equipment and allocate additional funds for the additional 37 units and cartridges needed to supply Deputies at an estimated cost of \$33,800.00.

F. Recommendation

It is recommended that Council approve the purchase of 503 X26P Tasers from Taser International in the amount of \$585,025.92.

- **Please note that we have done proper due diligence and discussed this with Procurement, Finance and the County Administrator's Office on the need, allocation and overall purchase of the Tasers.**

Recommended by: Major Chris Cowan
Department: Sheriff's Department
Date: February 10, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While "Council Discretion" may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 2/17/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

This is a funding decision for Council discretion. Based on the ROA, the Sheriff's Department has identified the needed funds in the current budget.

Procurement

Reviewed by: Cheryl Patrick Date: 2-17-15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Procurement has reviewed the need for the upgrade on the Tasers with the Major Cowan of the Sheriff's Office, Administration and Finance. This will be a Sole Source/Trade In procurement as Taser International will be essentially "upfitting" the current equipment; the holsters are being replaced; the current cartridges can still be used with the upgraded Taser and a service agreement is included.

Legal

Reviewed by: Elizabeth McLean Date: 2/18/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley Date: 2/19/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Richland County Council Request of Action

Subject

Distribution of Mulch and Compost [**PAGES 46 - 49**]

Reviews

Richland County Council Request of Action

Subject: Distribution of Mulch and Compost

A. Purpose

County Council is requested to approve a rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

B. Background / Discussion

The Solid Waste & Recycling Department has been generating wood mulch and compost for approximately one year. We now have an excess quantity stockpiled at our landfill which must be distributed to maintain compliance. At this point we have only mulch which converts to compost over time.

Pursuant to state law we have to find a market for the products within 12 months of its generation or place it in our landfill. We are requesting approval of the attached rate structure for the distribution of the mulch and compost.

C. Legislative / Chronological History

This is a staff-initiated request; therefore, there is no legislative history.

D. Financial Impact

There is no financial impact associated with this request to the County. However, approval of the rate structure may assist in identifying a market for the compost and mulch. The distribution of the products may assist in offsetting some of the costs incurred through the operation of the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

E. Alternatives

1. Approve the proposed rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.
2. Do not approve the proposed rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility. If the proposed structure is not approved nor is an alternative structure approved, the products will have to be given away to anyone at no cost or landfilled.
3. Approve an alternative rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

F. Recommendation

It is recommended that Council approve the proposed rate structure for the distribution of mulch and compost when we have excess quantities.

Recommended by: Rudy Curtis

Department: Solid Waste & Recycling

Date: February 5, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 2/9/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, we can find nothing in the law that requires the County to dispose of such debris in this manner.

Administration

Reviewed by: Warren Harley

Date: 2/20/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Attachment A

Rate Structure for Sale of Mulch and Compost

By the Richland County Solid Waste & Recycling Department

Proposed Unit Price for Sale of Wood Mulch

Richland County Resident & Richland County Employee:

One-half (½) ton per 30-day period - no charge

- Over one-half (½) ton per 30-day period - pay the commercial rate

Commercial Customer*:

- \$10 per ton plus sales tax

Richland County Support Services (County Grounds)

- No charge

Proposed Unit Price for Sale of Wood Compost

Richland County Resident & Richland County Employee:

- One-half (½) ton per 30-day period - no charge

- Over one-half (½) ton per 30-day period - pay the commercial rate

Commercial Customer:

- \$12 per ton plus sales tax

Richland County Support Services (County Grounds):

- No charge

All distribution shall be based on:

- Availability of product
- First come first served (Orders not accepted)

NOTE: The Solid Waste & Recycling Department, at its sole discretion, may limit the amount of product anyone wishes to obtain at any time or may decline to sell to any customer at any time based on relevant circumstances.

Transportation shall be the sole responsibility of the entity obtaining the product. Department staff will assist with bulk purchases only. Bulk loads are loads equal to or greater than a full size pick up load.

* Commercial Customer is any entity other than a Richland County resident, Richland County employee or Richland County Support Services. Anyone determined to be selling the product or giving it to others will be deemed a commercial customer.

February 5, 2015

Item# 7

Richland County Council Request of Action

Subject

Financial Contribution to SC Slave Dwelling Survey [PAGES 50 - 52]

Reviews

Richland County Council Request of Action

Subject: Financial Contribution to SC Slave Dwelling Survey

A. Purpose

County Council is requested to approve a contribution of \$5,000 from the Richland County Conservation Commission (RCCC) budget to help provide matching funds for the SC Slave Dwelling Survey.

B. Background / Discussion

RCCC has been involved with slave dwelling preservation since 2007, first with the Kensington cabin and more recently with the Laurelwood cabin. The Kensington and Laurelwood cabins are located in Lower Richland. Staff and one Commission member attended the first annual Slave Dwelling Conference in 2014 organized by Joe McGill, founder and director of the Slave Dwelling Project (Project) – a nonprofit organization. Mr. McGill established the Project to identify and assist property owners, government agencies, and organizations to preserve extant slave dwellings. One way he brings attention to the dwellings is by spending the night in them, often accompanied by high school students and interested adults. He has stayed at the Laurelwood cabin (restored through an RCCC grant) twice with students from a Lower Richland history class and is scheduled for another overnight visit on March 13, 2015.

Mr. McGill received a \$25,000 grant from SC Department of Archives and History to survey 50 extant slave dwellings in SC. The buildings will be assessed and measured by architect Craig Bennett, photographed by trained volunteers, and survey records written and filed. Audio and video recordings will be done at each site for future website application. The grant requires a 1:1 match; therefore, Mr. McGill must raise an additional \$25,000, of which he has received \$13,000.

RCCC voted at its January 26, 2015 meeting to allocate \$5,000 to assist with the grant match. In return, Mr. McGill will commit to assessing the ten slave dwellings we are aware of in Richland County and to research and document any others that are found. RCCC believes the information gathered from the survey will be extremely useful for the county’s historic preservation efforts and for teaching the whole story. Difficult as the subject is, slave dwellings are a part of our history and deserve to be preserved, interpreted, maintained, and sustained. To do that, we need the information provided from the survey.

Known extant slave dwellings in Richland County:

Goodwill (2)	Kensington (1)	Laurelwood (1)
Oakwood (2)	Seibels House (1)	USC (1)
Wavering Place (2)		

For more information on the Slave Dwelling Project, please visit www.slavedwellingproject.org

C. Legislative / Chronological History

This is an RCCC driven request.

D. Financial Impact

RCCC has sufficient FY15 funds to provide the contribution of \$5,000.

E. Alternatives

1. Approve the request by RCCC to expend \$5,000 in FY15 funds to assist with the grant match for the SC Slave Dwelling Survey. For this modest contribution, the county will be provided with architect-prepared condition assessments of the extant slave dwellings in the county which staff does not have the expertise to determine.
2. Do not approve the \$5,000 contribution to assist with the grant match for the SC Slave Dwelling Survey which may impact how much time and attention is spent documenting the slave dwellings in Richland County. The resulting lack of information may lead to lost opportunities to preserve and protect the relatively few remaining dwellings in the county.

F. Recommendation

It is recommended that Council approve the request by RCCC to expend \$5,000 in FY15 funds as a contribution toward grant matching funds for the SC Slave Dwelling Survey.

Recommended by: Quinton Epps

Department: Conservation

Date: February 4, 2015

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 2/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding request for Council decision. As a practice, the County recommends and appropriates community donations as a normal part of the annual budget process. Additional appropriations outside of the process would require a budget amendment with a public hearing and three readings. Funds are available as stated.

Legal

Reviewed by: Elizabeth McLean

Date: 2/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 2/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Items Pending Analysis

Subject

Establish a Budget Committee [**PAGE 53**]

Reviews

Notes

Staff will provide an update regarding this item at the February 24, 2015 A&F Committee meeting.

Items Pending Analysis

Subject

Employee Benefits Package Comparison [**PAGE 54**]

Reviews

Notes

Council reviewed this item at the 2015 Council Retreat. Council approved the Retreat directive regarding this item at the February 10, 2015 Council meeting, which referred this item back to the A&F Committee for consideration.

Council requested a comparison of the County's insurance premiums with the premiums provided by other jurisdictions. Staff is working to develop the requested insurance premium comparison. Staff will report this information back to the Committee at a future Committee meeting for their consideration.