

# Woodford County Fiscal Court

## AMENDED AGENDA

The Personnel Committee of the Woodford County Fiscal Court has scheduled a meeting for **Tuesday, January 13, 2026 at 3:30 PM** at the Woodford County Courthouse 103 S. Main St. Versailles, KY.

Immediately following the Personnel Committee Meeting, the Contracts and Leases Committee will meet.

The following items will be discussed:

### **1. Personnel Committee Items:**

- 1.a. Maintenance Specialist 1 & 2 Job Duties And Descriptions
- 1.b. Road Department Increases
- 1.c. Road Department Supervisor/Engineer Job Duties And Description
- 1.d. Other Related Matters

### **2. Contracts & Leases Committee Items:**

- 2.a. Fair Board Lease Update
- 2.b. Community Stadium Turf Partnership Agreement

Documents:

[COMMUNITY STADIUM TURF LEASE \( DRAFT 1.7.26\).PDF](#)

- 2.c. 911 Billing Contract

Documents:

[911 BILLING CONTRACT-REVISED 1.12.26.PDF](#)

- 2.d. Electrical Inspector Service Agreement

Documents:

[ELECTRICAL INSPECTION SCHEDULE.PDF](#)  
[ELECTRICAL INSPECTION SERVICES AGREEMENT - DRAFT 1.9.26.PDF](#)

- 2.e. Other Related Matters

This agenda is subject to change. Public attendance is welcome. All meetings are livestreamed to the Woodford County, Kentucky Facebook page and YouTube channel.

## **COMMUNITY STADIUM TURF FUNDING AND USAGE PARTNERSHIP AGREEMENT (2025-2040)**

This Partnership Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, for the funding and use of the Community Stadium field turf, replacing and superseding the prior Community Stadium Lease Agreement.

### **I. PARTIES TO THE AGREEMENT**

This Agreement is made by and among the following entities (collectively referred to as the "Partners"):

1. **WOODFORD COUNTY FISCAL COURT** (Woodford County Fiscal Court / Owner)
2. **BOARD OF EDUCATION OF WOODFORD COUNTY** (WCPS / Primary User)
3. **CITY OF VERSAILLES** (City / Funding Partner)
4. **WOODFORD YOUTH SOCCER ASSOCIATION** (WYSA / Funding Partner)
5. **WOODFORD YOUTH FOOTBALL** (Youth Football / Funding Partner)

### **II. RECITALS AND TERM**

#### **A. Recitals**

The Partners acknowledge the Community Stadium complex, located at the Woodford County Park, is a valuable community asset, and the field turf is essential for the sports programs of the WCPS and local youth leagues. The parties agree to enter into this partnership to establish a shared funding and usage framework for the long-term sustainability of the field turf.

#### **B. Term and Renewal**

This Agreement shall commence on July 1, 2026, and shall remain in effect until June 30, 2040 (the "Term"). This extended Term is granted in recognition of the partners' financial commitment to the Turf Project.

### **III. TURF PROJECT FUNDING AND FINANCIAL OBLIGATIONS**

#### **1. Turf Project Funding and Commitment**

**3.1** The Partners acknowledge that the stadium field turf project (the "Turf Project"), relating to the maintenance and/or replacement of the field, is a community-funded project and agree to finance the project according to the shares outlined below. The total funding amount required for the Turf Project is agreed to be **\$558,797.16**.

**3.2** The funding obligation will be split as follows:

<b>Contributing Partner</b>	<b>Required Share</b>	<b>Percentage</b>
Woodford County Fiscal Court (Owner)	<b>\$152,932.39</b>	~27.37%
WCPS (Primary User)	<b>\$152,932.39</b>	~27.37%
City of Versailles	<b>\$152,932.38</b>	~27.37%
Youth Football (Funding Partner)	\$50,000.00	~8.95%
WYSA (Funding Partner)	\$50,000.00	~8.95%
<b>TOTAL</b>	<b>\$558,797.16</b>	<b>100.00%</b>

## **2. Financing, Invoicing, and Pre-Payment**

**3.3** The Woodford County Fiscal Court and/or the City of Versailles (collectively, the "Financing Entities") shall have the authority to borrow, bond, or otherwise finance the total or any portion of the Turf Project funding (the "Financed Debt").

**3.4** If the Turf Project funding is financed, the Financing Entities shall annually invoice each contributing Partner (Youth Football, WYSA, City of Versailles, and WCPS) for their percentage share of the total debt service (principal and interest) due that year, corresponding to the percentage of the total project cost they owe as outlined in Section 3.2.

**3.5** Each contributing Partner must pay the invoiced amount within thirty (30) days of receipt of the invoice.

**3.6** Any contributing Partner may elect to pay its entire portion of the Turf Project funding obligation upfront to the Woodford County Fiscal Court. If an entity pays its obligation upfront, it shall be released from all future annual bond/financing invoice obligations related to this Turf Project, and the annual debt service required by the Financing Entities shall be reduced accordingly.

## **IV. USAGE AND RESPONSIBILITY COVENANTS**

### **1. Primary Usage and Priority**

**4.1 WCPS Priority:** WCPS retains primary usage priority for WCHS football, and boys and girls soccer teams, and related high school purposes from **July 15 — November 30** of each year

(priority seasonal use time). WCPS may also utilize the premises for its middle school programs based on field availability.

#### 4.2 Youth League Priority Usage:

To ensure the field serves the broader community, the youth funding partners shall be accorded specific priority usage times as follows:

- **Woodford Youth Soccer Association (WYSA):** WYSA shall have priority usage of the field from **December 1 through June 15.**
- **Woodford Youth Football:** Youth Football shall have priority usage on **Saturdays from 8:00 a.m. to 5:00 p.m.** and **Sundays from 12:00 p.m. to 5:00 p.m.** during the months of **June 1 through December 1.**
- **Equitable Access:** WYSA and Youth Football shall be accorded usage priority outside of the WCPS seasonal priority time, with scheduling coordinated by the Woodford County Fiscal Court to ensure equitable access.

**4.3 Use is Nonexclusive:** All Partners understand and agree that the use of the Community Stadium complex and facilities is not exclusive.

## 2. Financial and Operational Responsibilities

**4.4 Utilities and Clean Up:** WCPS shall be responsible for payment of one hundred percent (100%) of the electric and water services only during its priority seasonal use time (July 15 — November 30), and for any preparatory and clean-up costs after its events.

#### 4.5 Maintenance and Improvements:

- The Woodford County Fiscal Court shall maintain the stadium structure and facilities in a safe and functional condition, including providing adequate property insurance that covers the stadium facilities, including the field turf.
- Any upgrades or major renovations ("improvements") to the facility, as defined in the prior lease (e.g., new press box, new light towers, or new bleachers/seating), must be separately negotiated among the Partners.
- WCPS shall maintain all facilities it erects upon the premises.

## 3. Concession Stands and Prohibited Use

**4.6 Concession Stands:** WCPS shall have exclusive use and control of, and responsibility for, the dedicated concession stands, including compliance with all health and food inspection codes.

**4.8 Prohibited Uses:** No Partner shall allow smoking or use of any tobacco product anywhere upon the premises, nor any consumption of alcoholic beverages at any time. WCPS agrees to strictly enforce this policy during its use.

**V. INSURANCE AND GENERAL PROVISIONS**

**A. Insurance**

5.1 WCPS shall maintain public liability insurance with minimum protection of not less than \$1,000,000.00 for each occurrence of bodily injury/death, and \$100,000.00 for property damage, naming the Woodford County Fiscal Court as an insured.

5.2 The Woodford County Fiscal Court shall maintain comprehensive liability insurance insuring both the Fiscal Court and WCPS with policy limits of \$1,000,000 combined single limit.

**B. General Provisions**

5.3 Assignment: No assignment or transfer of this Agreement shall be made by WCPS without prior written consent from the Woodford County Fiscal Court.

5.4 Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

5.5 Severability: If any specific provision is found to be illegal under Federal or State law, the remainder of the Agreement shall remain in force.

5.6 Binding Effect: All provisions shall bind and inure to the benefit of the Partners and their respective successors and assigns.

**C. Notices**

For purposes of notice requirements, the following addresses shall be utilized:

<b>Entity</b>	<b>Attention</b>	<b>Address</b>
Woodford County Fiscal Court (Owner)	County Judge Executive	Woodford County Courthouse, Suite 200, 103 South Main Street, Versailles, Kentucky 40383
Board of Education of Woodford County (Primary User)	Superintendent	330 Pisgah Pike, Versailles, Kentucky 40383

City of Versailles (Partner)	Mayor/City Clerk	185 Court Street, Versailles, Kentucky 40383
Woodford Youth Soccer Association (Funding Partner)	President/Director	[Insert WYSA Address]
Woodford Youth Football (Funding Partner)	President/Director	[Insert Youth Football Address]

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement on the day and year first above written.

Woodford County Fiscal Court

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Board of Education of Woodford County

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

City of Versailles

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Woodford Youth Soccer Association

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Woodford Youth Football

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **AGREEMENT FOR BILLING SERVICES**

This agreement is made and entered into and effective this ## day of January, 2026, by and between Woodford County Fiscal Court / Woodford County EMS, sometimes hereinafter “EMS,” 86 Big Sink Road, Versailles, KY 40383 with principal address of 86 Big Sink Road, Versailles, KY 40383, a government entity, and 911 Billing Services and Consultant, Inc., sometimes hereinafter “911 Billing Services,” a Kentucky business corporation with its principal place of business at 1320 Island Ford Rd, PO Box 589, Madisonville, Kentucky 42431-0012.

### **RECITALS**

WHEREAS, 911 Billing Services is a professional ambulance service billing company with expertise in providing claims processing, billing and accounts receivable management services for ambulance and emergency medical service organizations.

WHEREAS, EMS is a licensed ambulance service for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others.

WHEREAS, 911 Billing Services desires to provide complete billing service and account receivable management of accounts for EMS upon the terms and conditions provided in this Agreement, and EMS desires 911 Billing Services to provide such services for it.

NOW, THEREFORE AND IN CONSIDERATION of the mutual covenants and agreements of the parties contained in this agreement, the parties, intending to be legally bound, do hereby agree as follows:

**1. DESCRIPTION AND ACCEPTANCE OF SERVICES:** EMS hereby engages 911 Billing Services to exclusively perform the services set forth in Paragraph 2 of this Agreement, and 911 Billing Services accepts such exclusive appointment and agrees to provide complete billing service and account receivable management of EMS's accounts as outlined herein. EMS agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar services during the term of this Agreement unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of this Agreement, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

**2. PERFORMANCE OF SERVICES:** 911 Billing Services will provide a complete billing service and account receivable management of EMS's accounts as further described in Paragraph 3, below. EMS shall perform the duties set forth in Paragraph 4, below.

**3. DUTIES OF 911 BILLING SERVICES:** 911 Billing Services shall perform the following duties (collectively referred to as the “Services”) on behalf of EMS:

**A. EDUCATION AND IMPLEMENTATION OF SERVICES:** 911 Billing Services shall provide EMS with instructions for the submission of necessary paperwork mandated by Medicare, Medicaid and Private/Group insurance carriers for EMS (hereinafter

referred to as “Required Documentation”). 911 Billing Services shall assist in training the staff on documentation of the medical record and Required Documentation for a smooth-running reimbursement operation. Required Documentation shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), physician certification statements and non-physician certification statements (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as an “assignment of benefits form” or “signature form”), Advance Beneficiary Notices of Noncoverage (ABNs), and other documentation necessary for 911 Billing Services to perform the Services under this Agreement. 911 Billing Services reserves the right to modify the list of Required Documentation and/or data to be submitted to 911 Billing Services at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to EMS in writing.

**B. ENTERING THE DATA:** 911 Billing Services will review the Required Documentation based on information supplied by EMS for completeness and eligibility for submission to request reimbursement, and to verify compliance with applicable laws, regulations, and payer rules, based upon 911 Billing Services’ understanding of said laws, regulations and payer rules applicable to the date the ambulance services were rendered. If any required documentation is missing, 911 Billing Services will request necessary documentation from EMS.

**C. SUBMISSION OF CLAIMS:** 911 Billing Services will promptly prepare and submit claims deemed eligible by 911 Billing Services for reimbursement to all payers in an efficient manner according to accepted billing practice. All such submissionS shall be in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by EMS. In the event that 911 Billing Services deems the Required Documentation to be incomplete or inconsistent, 911 Billing Services will notify EMS that additional information may be required to process the claim, and the claim will be returned to EMS so that EMS can obtain the additional information. 911 Billing Services will not be responsible to submit any claims with insufficient documentation. 911 Billing Services will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by EMS. EMS understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. 911 Billing Services makes no representation or warranty that all claims are payable or will be paid, and EMS agrees to abide by 911 Billing Services’ decisions with regard to proper coding and payer based on the information provide to 911 Billing Services by EMS.

**D. BILLING THE INSURANCE CLAIMS:** Before billing insurance claims, 911 Billing Services will attempt to verify the insurance information listed with the account.

Coding shall be done based upon the medical documentation submitted by the EMS staff making the run. If it appears that the EMS staff may have made an error, 911 Billing Services will verify the information documented with the supervisor of the EMS staff making the run for possible correction. 911 Billing Services will attach to the claim form any additional required paperwork that the insurance companies routinely require.

911 Billing Services will bill any secondary insurance claims as soon as Medicare or other Primary Insurance Carriers make payment, unless the remittance indicates the secondary insurance claims are already filed electronically.

911 Billing Service shall take all necessary and proper steps for claims submission on behalf of EMS. The Director of the EMS shall be noted as the responsible party on all Medicare claims.

911 Billing will review all denials and make appeals where appropriate.

**E. BILLS FOR PATIENTS:** 911 Billing Services will send patients a bill when:

- The account is considered Self Pay (no insurance information is obtained).
- 911 Billing Services has incomplete information.
- Deductibles or co-payments are due from the patient.

911 Billing Services will perform a claim status inquiry where the insurance company has failed to remit payment in a timely manner, and will contact the insurance company to verify why the claim has not been paid. If the payer requires additional information, 911 Billing Services will provide the additional information that it has in its possession. If 911 Billing Services does not have the information in its possession, it will work with EMS to obtain the additional information necessary to process the claim.

**F. POSTING OF PAYMENTS:**

911 Billing Services will promptly post payments made on EMS's behalf by patients, insurers, and others to EMS's accounts. The bank account will be the property of EMS only. 911 Billing will have no access to the bank account other than to make deposits into it on behalf of EMS.

Each payment shall be posted to EMS's patient's account showing which insurance company sent payment and the check number or cash method of the payment.

After all money has been entered into the system a daily Credit Report shall be run for the actual date of the payments. The total of all payments posted to EMS's patient accounts are then balanced against a copy of the deposit ledger.

A deposit ledger of the total amount of money applied to EMS's patient accounts and a breakdown of any miscellaneous moneys, such as class fees or interest paid by insurance companies, entered on the deposit will be posted separately for reconciliation. At month end, 911 Billing Services will provide reports to assist EMS in balancing the bank deposit total.

A report of credits will be run periodically by 911 Billing Services that will show all credits applied to individual accounts.

**G. MONTHLY REPORTS:** By the 5th business day of each month, 911 Billing Services shall run the following reports and give these reports to the designated person(s) at EMS:

1. Charge Report for the previous month showing all charges entered;
2. Credit Report for the previous month showing all credits posted/entered;
3. Call Report showing all the runs made during the previous month;
4. Revenue Report showing the age of the accounts from date of service by carriers;
5. A Unit Report showing the mileage run on each of the units; and
6. Run log, identifying any missing run numbers.

Other reports will be run upon request.

**H. CHARITY AND ADMINISTRATIVE ADJUSTMENT APPROVALS:** If and when a charity policy is adopted by EMS which complies with federal and state laws, regulations and guidelines, 911 Billing Services shall send charity and administrative adjustments to EMS following any and all insurance reimbursement available, when claims meet EMS's policy. All claims must be approved and signed by 911 Billing Services and EMS.

After EMS has reviewed and signed the document: 1) a copy may be kept at EMS, and 2) the original shall be returned to 911 Billing Services to be maintained with the patient account.

If the application does not meet the criteria set forth in the policies, the patient shall be advised that a payment plan may be set up for him or her. 911 Billing Services will attempt to assist each and every patient to fulfill each patient's obligations by working with all patients to achieve a collection plan each patient can meet.

This policy shall be based on the current federal poverty level.

**I. REFUND OF CREDIT BALANCES:** 911 Billing Services will notify EMS of any overpayments and/or credit balances of which 911 Billing Services becomes aware that must be refunded by EMS. EMS bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patient, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. 911 Billing Services will assist EMS, as set forth in this Paragraph, with processing such refunds, but all refunds are to be made solely with EMS's funds, and 911 Billing Services has no responsibility to make such refunds unless and until EMS provides such funds to 911 Billing Services for this purpose. EMS acknowledges that federal law requires that any overpayments made by Medicare or any other federal healthcare program be refunded within 60 days of the identification of any such overpayments. When an account has a payment entered onto it that places it into a credit balance, the following procedure will be followed.

1. The 911 Billing Services shall review the account to determine the reason for the credit. If the payer has requested a refund in error, 911 Billing Services will appeal the request. 911 Billing Services will determine who

is due the refund. All documentation shall be attached to a standard form requesting the refund and sent to EMS.

2. The refund will be approved by EMS and the check will be processed by EMS's accountant made to the payer being refunded as documented on the request form.
3. The completed check will be forwarded to 911 Billing Services for distribution to the payee. When refunding to insurance companies, the patient's name, identification number, date of service, and claim number must be listed on the check. 911 Billing Services' refund clerk will attach such documentation.
4. When EMS returns a signed copy of the complete documentation along with a copy of the check to 911 Billing Services, the money will be credited on the account. The documentation shall be attached digitally to the copy of the claim and scanned into the digital document storage site for access by both parties. 911 Billing Services will distribute the checks after verifying all necessary identification has been attached to the check.

**J. TRAINING AND EDUCATION:** 911 Billing Services will seek to attend available compliance and reimbursement training available to them. Every effort will be made to keep abreast of the ever-changing rules and regulations affecting EMS reimbursement, and 911 Billing Services will promptly communicate to EMS any billing or reimbursement changes that may affect Required Documentation and information EMS will need to provide to support its claims. 911 Billing Services will maintain Certified Ambulance Coders on staff in its effort to provide EMS with the best quality of compliance possible in coding EMS's claims. 911 Billing Services may agree to offer training, in 911 Billing Services' discretion and as requested by EMS.

**K. REASONABLE EFFORTS:** Unless otherwise directed by EMS, 911 Billing Services will make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

**L. FOLLOW-UP:** 911 Billing Services will perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, 911 Billing Services will either return the accounts to EMS or forward the accounts to a collection agency of EMS's choosing. EMS and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges. 911 Billing Services is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by EMS or its collection agency.

**M. REPRESENTATIVE:** 911 Billing Services will provide one or more account representative(s) to handle patient, payer, and/or EMS billing questions during 911 Billing Services' regular business hours.

**4. DUTIES OF EMS:** EMS shall be responsible for the following at its sole cost and expense:

**A. PROVIDE COMPLETE AND ACCURATE INFORMATION:** EMS will provide 911 Billing Services with complete, accurate, and well documented Patient Care Reports (PCR) and other Required Documentation on a regular and timely basis as scheduled by 911 Billing Services. EMS is responsible to ensure all Required Documentation is signed in accordance with applicable laws, regulations and payer guidelines. EMS acknowledges that 911 Billing Services must rely on the accuracy and completeness of the forms, signatures and other documentation provided to it by EMS to allow 911 Billing Services to perform the Services specified in this Agreement. EMS understands that 911 Billing Services is not in a position to verify the accuracy or completeness of Required Documentation provided by EMS. By forwarding any such documentation to 911 Billing Services, EMS expressly warrants and represents that any such documentation is complete and accurate, and that 911 Billing Services may rely on the completeness and accuracy of any such documentation in performing its Services under this Agreement. EMS bears sole responsibility for the claim submissions made by 911 Billing Services on its behalf based upon the documentation submitted to 911 Billing Services by EMS, and, notwithstanding any other term or provision in this Agreement, EMS will defend, indemnify and hold harmless 911 Billing Services and any employee of 911 Billing Services based on documentation submitted to 911 Billing Services by EMS if such documentation is later determined to be incomplete or inaccurate. EMS must provide 911 Billing Services with all Required Documentation, as set forth in Paragraph 3(A), above, as well as complete and accurate information on Patient Care Reports including, but not limited to the following:

1. Patient's name, address, social security number, and telephone number;
2. Billing authorization signature (in accordance with Medicare/payer claim submission guidelines) including signature for receipt of HIPAA Notice of Privacy Practices;
3. Physician Certification Statement, Non-Physician Certification Statement, or other physician order where required by law for non-emergency trips;
4. Accurate description of the treatment provided (including assessments, interventions and other care);
5. If patient is a repetitive patient, additional medical records documenting the condition of the patient that represents medical necessity for the transfers where a third-party payer requires it;
6. Information regarding whether the patient is a subscriber to EMS's subscription or membership program, if applicable;
7. All necessary and available insurance information for the patient, including identity of the payer, group or plan numbers, patient's insurance/Medicare/Medicaid number(s);
8. Mandated Prior Authorization numbers;
9. Reason for patient transport (including dispatch complaint and intake information, and provider impression and treatment);
10. Accurate information regarding points of origin and destination;

11. Actual odometer readings and number of total loaded miles (to the nearest tenth of a mile);
12. Patient's date of birth;
13. Date of service;
14. Patient's medical condition;
15. Hospital face sheets (where applicable)
16. Other information and Required Documentation, as may reasonably be required by 911 Billing Services to compliantly bill the claims.

**B. COMPILING THE ACCOUNT:** Required Documentation shall be reviewed/compiled by EMS on a prompt and regular basis (and should generally be daily for regular business days), verifying that all runs have been turned in. These runs will then be forwarded to 911 Billing Services immediately upon completion of review/compilation. EMS will compare its call log to the Required Documentation submitted to verify all runs are sent to 911 Billing Services. A copy of EMS' daily run log shall be made available to 911 Billing Services for secondary follow up, if requested.

All correspondence on patient accounts shall be forwarded to 911 Billing Services on a prompt and regular basis (and should generally be daily for regular business days) and in a confidential and acceptable manner, as mutually agreed upon by both parties.

**C. PROMPT NOTIFICATION OF CHANGES:** EMS will promptly notify 911 Billing Services of any changes in billing rates, contractual obligation affecting EMS's billing or other changes to EMS's billing policies not later than thirty (30) days prior to the effective date of such changes.

**D. NOTIFICATION OF SUBSCRIBERS:** EMS will supply 911 Billing Services with EMS policies for billing any agreements or subscription program materials that may impact on 911 Billing Services' billing for EMS's services if applicable. 911 Billing Services will bill in accordance with the terms of EMS's subscription/membership program, provided that EMS furnishes those terms to 911 Billing Services in writing. EMS is responsible to inform 911 Billing Services of its patients who are members or subscribers of EMS's membership or subscription program. If EMS operates a subscription or membership program, EMS represents that its annual subscription/membership program complies with all applicable state and federal laws and regulations and is actuarially sound, as defined by the Office of Inspector General (OIG) guidance. EMS agrees to indemnify, defend, and hold harmless 911 Billing Services in the event EMS's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law or regulation.

**E. COPIES OF LICENSE:** EMS will maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits certifications or enrollments (collectively, "Licenses"), and remain in good standing with Medicare, Medicaid and all other state and federal health care programs. EMS shall be responsible for ensuring all information on file with Medicare, Medicaid and all other payment sources is accurate and complete and timely updated as required by law, regulation, or payer policy. EMS shall supply to 911 Billing Services a current copy of all EMS licenses,

certifications or permits to do business (including renewals) as required by payer enrollments. EMS shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. EMS expressly represents and warrants that it will not forward accounts for processing by 911 Billing Services if the account is ineligible for payment or reimbursement, or if EMS is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion, deactivation, revocation, or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify 911 Billing of any suspension, deactivations, revocation, or exclusion from any state or federal health care program or any change in ownership or management of EMS. EMS will provide 911 Billing Services with a copy of all required Licenses, permits, certificates, enrollments, and enrollment updates, and shall forward copies of these documents to 911 Billing Services as they are renewed. Such information includes, but is not limited to EMS's:

1. National Provider Identifier(s) (NPI(s));
2. Employer Identification Number (EIN);
3. Medicare Provider Transaction Access Number (PTAN);
4. Railroad Medicare PTAN; and
5. Medicaid Provider Number.

**F. REPORT DIRECT PAYMENTS:** EMS will report to 911 Billing Services all payments made directly to EMS for services rendered by EMS within two (2) business days of EMS's receipt of such payment (not made through the lockbox).

**G. NOTIFICATION OF CHANGE OF INDIVIDUALS TO WHOM CONFIDENTIAL BILLING INFORMATION MAY BE RELEASED:** EMS will notify 911 Billing Services in writing of any change in individuals to whom confidential billing information can be released.

**H. OBTAIN SIGNATURES:** EMS will, in accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to 911 Billing Services as part of the Required Documentation.

**I. OBTAIN ALL OTHER INFORMATION REASONABLY REQUIRED BY 911 BILLING SERVICES:** EMS will obtain all information reasonably required to accurately justify the services being reported and/or billed by 911 Billing Services on EMS's behalf. More particularly, if EMS is a basic life support (BLS) ambulance service and requests 911 Billing Services to submit claims on its behalf as an advanced life support (ALS) provider, i.e., pursuant to a joint billing agreement, EMS shall be responsible to obtain and submit a copy of the joint billing agreement with that ALS agency and the ALS trip report to supplement its BLS trip report. Additionally, EMS must obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to 911 Billing Services as part of the Required Documentation. If EMS fails to provide accurate and complete trip reports or medical records necessary to bill claims for payment within three months (90 days) 911 Billing may bill for denial and/or bill the patients according to applicable law.

**J. PROVIDE COPIES OF CONTRACTS:** EMS will provide copies to 911 Billing Services of all billing charges, billing policies, facility contract, joint billing agreements, and copies of all contracts with which EMS is considered in-network or participating.

**K. COOPERATE:** EMS will cooperate reasonably with 911 Billing Services so as to enable 911 Billing Services to meet its obligations under this Agreement. In the event that EMS's approval is required in order for 911 Billing Services to fulfill any obligations it may have under this Agreement, EMS shall not unreasonably withhold, condition, or delay its approval.

**L. NOTIFY REGARDING CUSTOMIZED NEEDS:** EMS will notify 911 Billing Services in writing regarding any customized needs (reporting, scheduling, etc.). EMS understands that the processing of customized needs may entail additional charges to EMS by 911 Billing Services.

**M. DESIGNATE A REPRESENTATIVE:** EMS will designate a contact person, authorized to transact business on behalf of EMS, who can promptly respond to any questions raised by 911 Billing Services, or who can execute required forms and other documents necessary to the provision of Services by 911 Billing Services under this Agreement.

**N. PERMIT TRAINING:** EMS will permit 911 Billing Services to provide additional training to EMS personnel in the event that 911 Billing Services deems such training to be necessary and/or desirable.

**O. DESIGNATE DEPOSITORY ACCOUNT:** EMS will designate to 911 Billing Services a depository account to which funds may be deposited directly without the necessity of 911 Billing Services negotiating checks made payable to EMS.

**5. SPECIFICALLY EXCLUDED DUTIES OF 911 BILLING SERVICES:**  
Notwithstanding any provisions of this Agreement to the contrary, 911 Billing Services shall *not* be responsible to:

**A.** Negotiate any checks made payable to EMS, though 911 Billing Services may receive refunds as an agent of EMS for transmittal to EMS where permitted by EMS.

**B.** Accept reassignment of any benefits payable to EMS.

**C.** Provide legal advice or legal services to EMS, any of EMS's patients or payers, or anyone acting on EMS's behalf.

**D.** Provide collection agency services or file or pursue legal actions to collect past payments due to EMS, although 911 Billing Services may forward collection accounts to a collection agent of EMS's choosing at EMS's expense, if so directed by EMS. Nothing in this Agreement is intended to make EMS a debt collector under the federal Fair Debt Collection Practices Act or similar state laws and 911 Billing Services should not be construed as undertaking any activities

that would make it a debt collector under the Fair Debt Collection Practices Act or similar state laws.

**E.** Monitor the actuarial soundness of EMS's subscription program, if applicable.

**6. PAYMENT:** For the services rendered herein, EMS shall pay 911 Billing Services the sum of 6.95% of net collections. Net collections include all reimbursement EMS receives as a result of billing/claim submission efforts performed by 911 Billing Services according to the previous month's receivables, and net collections also include co-payments and other payments made directly by a patient to EMS. EMS will be billed by 911 Billing Services for this fee on a monthly basis, and this fee is due and payable in full to 911 Billing Services within thirty (30) days of the date of its invoice. Except as otherwise provided in this Agreement, this is the total compensation due and payable to 911 Billing Services for the Services rendered herein. 911 Billing Services shall be responsible for all out-of-pocket expenses necessary to perform the billing Services herein described (i.e. staffing, postage from the billing office, billing forms, continuing education, and telephone service). This also includes ESO HER subscription and a one-time \$6,000.00 hardware allowance.

EMS will be responsible for Merchant Fees charged for processing credit cards if EMS decides to accept credit card payments. The current Merchant Account service provider charges 3.5% for all payments processed. Patients will be charged a service fee in addition to their payment to help cover the cost from Merchant Services. The fees will be initially paid by 911 Billing. The patient service fees will be deducted from the Merchant account fees and the balance will be billed monthly to EMS on their month end invoice from 911 Billing. Merchant Fees are subject to change, any changes shall be approved by the EMS.

If Required Documentation (i.e., Physician Certification Statements, Signatures forms, required Prior Authorization, medical records for repetitive patients, or accurate documentation on the PCR by the crews) are routinely left off, mandating additional manpower to complete the billing processing on **over 10% of the accounts**, a penalty may be imposed upon EMS of \$5.00 per form where complete and accurate Required Information has not been submitted with the claim or as mutually agreed upon.

911 Billing Services shall be entitled to reimbursement for account payments made after the termination date but billed by 911 Billing Services prior to the termination date of the contract, as described in Paragraphs 8(E) and (F), below.

All late payments are subject to a late fee of 1.5% or a minimum of \$50 per month on unpaid balances. If at any time EMS fails to remit within 30 days of the date of 911 Billing Services' invoice, 911 Billing Services may discontinue billing any and all claims on behalf of EMS until such time that all past due fees of EMS under this Agreement have been paid, or 911 Billing Services may terminate this Agreement pursuant to the provisions of Paragraph 7(D), below. Provided that 911 Billing Services has not terminated this Agreement as an Event of

Default pursuant to Paragraph 7(D), when EMS's past due fees to 911 Billing Services have been paid pursuant to this Agreement, 911 Billing Services will immediately begin processing all claims for which the timely filing deadline has not passed. 911 Billing Services shall not be responsible for missing any timely filing deadlines when the failure to file claims is as a result of EMS not timely paying 911 Billing Services pursuant to the terms of this Agreement.

## 7. TERM/TERMINATION:

**A. TERM:** This Agreement shall begin on 02/01/2026 ("effective date") and shall be for an initial term of two (2) years. Thereafter, this Agreement shall automatically renew for an additional term of three (3) years.

**B. TERMINATION UPON NOTICE:** Notwithstanding the foregoing, either party may terminate this Agreement with or without cause by giving the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term.

**C. TERMINATION UPON BREACH:** Notwithstanding anything to the contrary in this Agreement, this Agreement may also be terminated by either party for just cause on thirty (30) days' prior written notice at any time due to a material breach hereof by the other party, provided that the breaching party shall be given the opportunity to correct such breach during the thirty (30) day notice period. In the event that the breaching party has cured the breach to the reasonable satisfaction of the other party, this Agreement shall continue in full force and effect as if such breach (and prior notice of intent to terminate) had not occurred. If the breach has not been cured to the satisfaction of the other party, this Agreement shall terminate thirty (30) days after the notice was issued by the non-breaching party. For purposes of this paragraph, "material breach" shall be defined as any violation of the duties and obligations of each party, as outlined throughout this Agreement. "Just cause" shall include, but not be limited to the following:

1. Any breach of a material provision of this agreement by the other party (except for a failure to pay, which is covered as an Event of Default under Paragraph 7(D), below).
2. Failure of either party to practice in accordance with the appropriate policies, standards and procedures established by the respective parties.
3. Harassment or discrimination of a party or personnel of a party by the other party or by the other party's personnel.
4. Willful damage by a party or a party's personnel to the property, business, reputation, or good will of the other party.
5. Willful injury to any customer, independent contractor, employee, or agent of the other party.
6. Inattention to or neglect of the duties to be performed by either party, which inattention or neglect is not the result of illness or accident.
7. Commitment of unethical or immoral acts by a party or a party's personnel which disparages the other party or could have the effect of disparaging the other party.

**D. TERMINATION UPON AN EVENT OF DEFAULT:** This Agreement may be terminated immediately by 911 Billing Services upon written notice to EMS for an Event of Default. An “Event of Default” shall include any of the following reasons:

1. If EMS 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 or 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 by any act or 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.
2. If EMS loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program, or is convicted of a criminal offense related to any federal or state health care program.
3. If EMS fails to pay 911 Billing Services for its Services within thirty (30) days of the date such payment becomes due, taken any actions which 911 Billing Services, in its sole discretion, determines to be unethical, illegal, immoral, or non-compliant, or fails to cooperate with 911 Billing Services in any way that prevents, impedes, obstructs, or delays 911 Billing Services in the performance of the Services set forth in this Agreement.
4. If EMS repeatedly fails to respond to 911 Billing Services requests for information required to perform Services on behalf of EMS.
5. If EMS repeatedly fails to report payments made directly to EMS.
6. If EMS revokes or otherwise rescinds the applicable contractor, carrier, or insurer source code required by 911 Billing Services to perform Services on EMS’s behalf or causes such source code to be revoked or otherwise rescinded.

**E. CONTINUATION UPON TERMINATION:** Upon termination of the Agreement by natural expiration or by either party 911 Billing pursuant to Paragraphs 7(B), 7(C), 7(D)(1), 7(D)(4), or 7(D)(5), 911 Billing Services will, following the effective date of termination, continue to perform the duties specified in this Agreement for all open and previously billed accounts for an additional six months, provided that EMS continues to timely pay 911 Billing Services for these Services according to the terms and conditions of this Agreement. During this time credit for those claims processed by 911 Billing Services will be made under the terms of this Agreement. In the event this Agreement is terminated pursuant to any other provision of this Agreement, or in violation of this Agreement, 911 Billing Services shall have no continuing obligation to perform any Services on behalf of EMS following the effective date of termination. Additionally, all claims that 911 Billing Services is continuing pursuant to this paragraph that require research will be billed at \$25 per claim. Research shall consist of research necessary as a result of a refund request, a Medicare/Medicaid/Insurance Company audit, appeal, etc.

**F. IMPROPER TERMINATION:** In the event that a court determines that EMS improperly terminates this Agreement by not terminating this Agreement in accordance with the termination provisions set forth in Paragraphs 7(B), (C), or (D) of this Agreement, EMS agrees to immediately return all equipment and software supplied by 911 Billing Services, to indemnify 911 Billing Services according to the indemnification provisions of Paragraph 16(A) of Agreement, and to pay 911 Billing Services an early termination fee of **\$30,000.**

## **8. RECORD OWNERSHIP AND ACCESS:**

**A.** EMS understands that documents generated or acquired in the course of providing Services hereunder and maintained by 911 Billing Services are the property of both 911 Billing Services and EMS. It is EMS's responsibility to maintain all of its documents and records, including copies of Required Documentation and all other documents and records provided to 911 Billing Services. 911 Billing Services does not act as EMS's records custodian.

**B.** During the term of this Agreement, 911 Billing Services shall, upon EMS's written request, provide to EMS, in electronic format and within 14 days of receipt of such written request, copies of any EMS-provided Required Documentation furnished to 911 Billing Services by EMS, and any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by 911 Billing Services on EMS's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar type.

**C.** Costs for large amounts of copies of documents (defined as above and beyond the requirement of the normal daily claim handling requirements) shall be invoiced to EMS by 911 Billing Services at rates not to exceed those established under Kentucky law, regulation or policy regarding copying costs.

**D.** Should this Agreement be terminated for any reason, all EMS documents shall be maintained at a site convenient to both EMS and 911 Billing Services for a reasonable amount of time for follow-up of all open claims or appeals following the effective date of termination of this Agreement unless as otherwise stated in this Agreement. It is understood by both that access to all records must be maintained according to federal and state requirements, as well as the provisions of this Agreement. EMS's open balance claims will be made available to be returned to EMS at EMS's written request in a text file format and only after all unpaid invoices are paid in full by EMS to 911 Billing Services. Requests for the return of documents pursuant to this Paragraph must be made in writing to 911 Billing Services by EMS no later than thirty (30) days after the termination date of this Agreement.

**E.** As a convenience to EMS, 911 Billing Services will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in 911 Billing Services' possession at the time it receives such attorney request. For subpoenas, as well as any

requests beyond those deemed by 911 Billing Services to be routine requests, 911 Billing Services shall forward such requests to EMS for disposition.

**F.** Any documents, data, records, or information compiled in the course of 911 Billing Services' provision of Services under this Agreement, other than EMS-provided Required Documentation and Claim Adjudication Documents defined in Paragraph defined in Paragraphs 8(A) and 8(B), above, shall be the sole and exclusive property of 911 Billing Services and shall be considered the business and/or proprietary records of 911 Billing Services. 911 Billing Services shall have no obligation to furnish any such business or proprietary records of 911 Billing Services to EMS, and EMS shall have a right of access only to the EMS-provided Required Documentation and Claim Adjudication Documents, as defined in Paragraphs 8(A) and (B), above.

**G.** Should this Agreement be terminated for a reason pursuant to which 911 Billing Services continues to work the open claims under Paragraph 7(E), at the end of six months from the date of termination all documents and records to which EMS has a right of access under Paragraphs 8(A) and (B) will be forwarded to EMS or made available to EMS at EMS's sole cost and expense in a format acceptable to 911 Billing Services, provided that EMS has no outstanding invoices due to 911 Billing Services at the time of the request and further provided that EMS has paid 911 Billing Services and additional 3% of all outstanding balances billed by 911 Billing Services on behalf of EMS but not yet collected. Every effort will be made to forward those records in a manner acceptable to EMS.

**H.** If EMS desires 911 Billing Services to continue working open claims remaining balances beyond six months fees from the date of termination of this Agreement, EMS shall pay 911 Billing Services 20% of all money collected for these claims.

**9. RELATIONSHIP OF PARTIES:** It is understood that 911 Billing Services is acting as an independent contractor with respect to EMS. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other, other than the actions specifically enumerated herein. Consequently, EMS will not provide fringe benefits, insurance, vacation, or any other employee benefit and will not withhold taxes from the compensation paid herein. Further, there is no liability on the part of 911 Billing Services to any entity on EMS's behalf for any debts, liabilities, or obligations incurred by or on behalf of EMS.

**10. CONFIDENTIALITY:** Recognizing that 911 Billing Services will be dealing with patient, business and office records that might be otherwise confidential, 911 Billing Services shall not divulge, disclose or communicate in any manner any information obtained through the review or its billing of accounts to any third party without the prior written consent of EMS. This covenant of confidentiality shall be binding on all agents, representatives and/or employees of 911 Billing Services and Consultant, Inc. and shall continue beyond the termination of this agreement.

**11. NON-DISCLOSURE:** EMS has obtained or will obtain information regarding the business and financial plans of 911 Billing Services, and EMS hereby agrees that, for itself and

its board members, officers, directors, employees, volunteers, members and agents, EMS shall not disclose to others any of 911 Billing Services' Confidential Information. Confidential information includes but is not limited to fees, staffing, and the names of other providers, and shall not be disclosed without 911 Billing Services' prior written consent for any such disclosure.

**12. COOPERATION:** Both parties agree that their staff shall cooperate fully in documenting the necessary data required by both the state EMS regulatory agency, as well as all federal, state and private reimbursement programs, including all federal, state and private insurance companies. This will facilitate the billing of the accounts receivable in accordance with the accepted compliance program that both companies shall develop to promote adherence with all applicable federal, state, and private healthcare program requirements.

**13. HIPAA BUSINESS ASSOCIATE ASSURANCES:** 911 Billing Services agrees to appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of EMS in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

#### **A. GENERAL PROVISIONS**

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

#### **B. OBLIGATIONS OF 911 BILLING SERVICES**

911 Billing Services agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to EMS any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to EMS without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of 911 Billing

Services agree to the same restrictions, conditions, and requirements that apply to 911 Billing Services with respect to such information;

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

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

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

8. To the extent that 911 Billing Services is to carry out any of EMS's obligations under the HIPAA Privacy Rule, 911 Billing Services shall comply with the requirements of the Privacy Rule that apply to EMS when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by 911 Billing Services on behalf of EMS, available to the Secretary of the Department of Health and Human Services for purposes of determining 911 Billing Services and EMS's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if EMS notifies 911 Billing Services of any restriction on the use or disclosure of PHI that EMS has agreed to or is required to abide by under 45 CFR §164.522; and

11. If EMS is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), 911 Billing Services agrees to assist EMS in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of EMS's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of EMS agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting EMS of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to EMS of any threat of identity theft as a result of the incident.

### **C. PERMITTED USES AND DISCLOSURES BY 911 BILLING SERVICES**

The specific uses and disclosures of PHI that 911 Billing Services may make on behalf of EMS include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the Services provided by EMS to its patients, as set forth in this Agreement;

2. 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 healthcare services provided by EMS to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that 911 Billing Services has agreed to perform on behalf of EMS, as set forth in this Agreement.

#### **D. TERMINATION**

1. Notwithstanding the termination provisions set forth in Paragraph 7 of this Agreement, EMS may terminate this Agreement if EMS determines that 911 Billing Services has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 13.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate this Agreement, according to the provisions set forth in Paragraph 7 of this Agreement, if feasible.

3. Upon termination of this Agreement for any reason and upon the written request of EMS and pursuant to the other terms and conditions set forth in this Agreement, 911 Billing Services shall return to EMS or destroy all PHI received from EMS, or created, maintained, or received by 911 Billing Services on behalf of EMS that 911 Billing Services still maintains in any form. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

**14. FINANCIAL HARDSHIP POLICIES AND PROCEDURES:** EMS may develop policies and procedures which will appropriately and uniformly identify charity cases among EMS's patients. EMS warrants and represents that any financial hardship policies and procedures that it has in place comply with Medicare laws, regulation, and policy, and also comply with any other applicable laws, regulations, or payer policies. EMS shall forward its financial hardship policy to 911 Billing Services. 911 Billing Services agrees to comply with EMS's financial hardship policy, as long as 911 Billing Services agrees that such policy does not violate Medicare laws, regulations, or policy, and also does not violate any other applicable laws, regulations or payer policies. 911 Billing Services has the authority to apply EMS's established financial hardship policy to any of EMS's accounts in accordance with EMS's financial hardship policy.

**15. WAIVER:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any or every provision of this Agreement.

#### **16. HOLD HARMLESS/DISCLAIMER/INDEMNIFICATION:**

**A.** EMS agrees to indemnify, defend and hold harmless 911 Billing Services and Consultant, Inc. from and for any claims, liabilities or causes of action, and damages, including but not limited to, overpayment or false claims liability to any government agency, third party

payer, financially responsible party, carrier or insurer, to the extent caused by an act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of EMS or its agents, servants, volunteers, contractors, or employees. This provision shall also require EMS to reimburse 911 Billing Services for 911 Billing Services' costs in the event of a breach of this Agreement by EMS or an Event of Default on the part of EMS. The indemnifications provisions of this Paragraph shall include all costs and disbursements, including without limitation, court costs, penalties, fines, and reasonable attorneys' fees.

**B.** 911 Billing Services agrees to indemnify, defend and hold EMS and/or its employees, officers, directors and agents harmless from any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and court costs resulting from any wrongful act or omission the part of 911 Billing Services, its agents, servants, employees, or contractors and which relate to the Services performed by 911 Billing Services under this Agreement.

**C.** Notwithstanding any other provision of this Agreement, 911 Billing Services shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of 911 Billing Services shall not exceed any amounts paid to 911 Billing Services by EMS under this Agreement for any disputed billing performed by 911 Billing Services on behalf of EMS.

**D.** Where any provision of this Agreement obligates EMS to defend, indemnify and/or hold harmless 911 Billing Services, such provision shall include any claims, losses, assessment or damages of any kind, and shall apply equally to 911 Billing Services and to its employees, officers, directors, agents, contractors, attorneys, consultants, accountants and servants.

**17. INSURANCE:** 911 Billing Services shall maintain Errors and Omissions insurance, Owners & Directors Insurance, and Employment Practices coverage in an amount no less than \$1,000,000.00. 911 Billing Services shall provide proof of such coverage to EMS upon written request within a reasonable time.

**18. APPLICABLE LAW:** This Agreement shall be construed in accordance with the laws of the State of Kentucky without consideration of conflict of laws principles. The parties expressly agree that any disputes arising under or pertaining to this Agreement shall be brought exclusively in any court serving either the Woodford County or the Carroll County, Kentucky area. EMS expressly consents to personal jurisdiction within the Commonwealth of Kentucky and to venue and personal jurisdiction in the Courts set forth in this Paragraph. In the event that EMS fails to pay 911 Billing Services for amounts due and owing under this Agreement, EMS expressly agrees to reimburse 911 Billing Services for its attorneys' fees, court costs and other expenses necessary to enforce its rights under this Agreement.

**19. BACKGROUND CHECKS:** All employees, owners, agents, and servants of 911 Billing Services shall have background checks done so that no persons on the OIG's List of Excluded Persons (excluded from federal healthcare programs) shall be employed by 911 Billing

Services. 911 Billing Services warrants that neither 911 Billing Services, its owners, nor personnel shall be excluded during the term of this Agreement, and it shall immediately report to EMS any exclusion actions.

All employees, volunteers, servants, officers, directors, owners (where applicable), and agents of EMS shall also have background checks done so that no persons on the OIG's List of Excluded Persons (excluded from the federal healthcare programs) shall be employed by EMS. EMS shall provide 911 Billing Services with a digital copy of these verifications. EMS warrants that neither EMS nor anyone associated with EMS shall be excluded from any federal or state healthcare program during the term of this Agreement, and it shall immediately report to 911 Billing Services any exclusion actions. These background checks should be performed at a minimum quarterly.

## **20. COMPLIANCE:**

**A.** 911 Billing Services shall conduct all of its, activities, operations, and billing practices in compliance with all local, state, and federal laws and regulations applicable to billing activities, and shall notify EMS of any changes which require the billing practices described in this Agreement to change.

**B.** EMS shall conduct all its activities, operations and documentation in compliance with all applicable local, state and federal statutes, rules and regulations. EMS expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

**C.** Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter. If after thirty days' notice the offending party has made no attempt to correct the problem, the other party may report the actions as mandated by the regulatory organizations overseeing their actions.

**D.** The parties represent that they are not the subject of any actions or investigations pertaining to their participation in or standing with any state or federal healthcare program, are not subject to exclusion from any state, and/or federal healthcare program, and that no person providing services for which reimbursement is sought were, at the time such services were rendered, excluded from any state or federal healthcare program.

**E.** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best

efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

**21. PREVENTION OF PERFORMANCE:** If a party's obligation to perform any duty hereunder is rendered impossible due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, nuclear disturbances, interruption in the supply of any utilities or fuel, inability to obtain material or services, terrorism, fire or casualty, accident, labor dispute, catastrophic hardware or software failures, hostilities, sabotage, or governmental rule or regulations or controls, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with notice (to the extent it is reasonably possible to provide such notice at the time of the force majeure event) of its inability to perform stating the reasons for such inability and provided that the party takes all appropriately steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

**22. ASSIGNMENT:** This Agreement shall not be assigned without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon all successors and assigns.

**23. NOTICES:** Notices required under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party: (i) three days, excluding Sundays, after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report), or (iii) upon receipt (if sent by hand delivery or courier service).

911 Billing Services:

911 Billing Services &  
1320 Island Ford Rd.  
PO Box 589  
Madisonville, KY 42431-5011

EMS:

Woodford County Fiscal Court  
86 Big Sink Road  
Versailles, KY 40383

**24. NON-COMPETITION AND NON-SOLICITATION CLAUSE:** Without prior, written authorization from 911 Billing Services, EMS shall not:

**A.** During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by 911 Billing Services. EMS expressly agrees that in the event of a breach of this provision, 911 Billing Services shall be entitled to a placement fee of 50% of the annual salary paid by 911 Billing Services to such employee at the time such employee left employment of 911

Billing Services.

**B.** During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing, staffing or management services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit EMS from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

**25. FURTHER ASSURANCES:** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

**26. AUTHORIZATION OF AGREEMENT:** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individuals executing this Agreement on behalf of each party respectively has full power and authority to do so.

**27. EMS ACCOUNTING AND AUDITING REQUIREMENTS:** If EMS requires 911 Billing Service's assistance in EMS's accounting or other internal audits, 911 Billing Services will charge EMS for said audit support services at the rate of \$200 per hour.

**28. MEDICARE OR OTHER PAYOR AUDITS:**

**A.** EMS shall immediately notify 911 Billing Services if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by EMS and/or 911 Billing Services.

**B.** EMS bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. 911 Billing Services shall assist EMS in producing any records or documents in its possession that pertain to the audit or investigation and may charge EMS a fee for copying or retrieval of such documents consistent with Paragraph 8(C) of this Agreement, and Kentucky state law, regulation or policy regarding copying costs.

**C.** EMS is solely responsible for repaying any overpayment, recoupment, or penalty sought or imposed by any carrier or payer.

**29. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and shall only be modified or amended by the written, signed agreement of both parties.

### **30. DISPOSITION OF FUNDS.**

**A.** All funds 911 Billing Services receives from third party payers, patients or other sources for ambulance services provided by EMS shall be made in the name of EMS and forwarded directly to EMS or deposited into an EMS account as directed by EMS.

**B.** If EMS desires that its patients be able to pay their accounts utilizing credit cards, then 911 Billing Services shall accept credit card payments on behalf of EMS's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making 911 Billing Services a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws

**C.** 911 Billing Services shall not accept a reassignment of any benefits where prohibited by law.

### **31. QUALIFICATIONS.**

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

**B.** 911 Billing Services represents and warrants that it is not the subject of any actions or investigations pertaining to its participation in any state or federal health care program, that it is not excluded or subject to exclusion from any state or federal health care program, and that it is in good standing with all state and federal agencies pertaining to the services it provides, and that 911 Billing Services will remain in good standing with such agencies during the term of this Agreement.

**32. AGENT TO RECEIVE PAYMENT.** EMS hereby designates 911 Billing Services as its agent to receive payments due to EMS from third party payors and financially responsible parties where permitted by law. Nothing in this Paragraph shall be deemed to effect a reassignment of benefits where not authorized by law. EMS also expressly authorizes 911 Billing Services to arrange payment plans and accept partial payments from payors or financially responsible parties on behalf of EMS.

**IN WITNESS WHEREOF, EMS and 911 Billing Services, by and through their authorized officials, have executed this Agreement on the date first written above:**

**911 BILLING SERVICES AND CONSULTANT, INC.**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Beverly Basham, COO

**Woodford County Fiscal Court / Woodford County EMS**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
James Kay, Woodford County  
Judge / Executive

**James McClain**

**Woodford County / Nicholasville**

**Electrical Inspections & Consulting Service**

P.O. Box 1266

Versailles, Ky. 40383

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Cell 859-338-8390

**New Inspection Fees: Effective January 1, 2026**

Temporary Service -----	\$75.00
New Service -----	\$100.00
Rough-in -----	\$75.00
Final Single Family Dwellings up to 200 Amps -----	\$90.00
<b>400 Amps -----</b>	<b>\$115.00</b>

Apartment Houses:

Rough-in -----	\$75.00
Final -----	\$90.00
Remodels or Additions: (Per trip) -----	\$75.00
Mobile Homes -----	\$75.00
Farm Buildings: (Barns and Shops) -----	\$75.00
Re-inspections will be required only when previous inspections disclose that installation fails to meet code (Per trip) -----	\$67.50

Commercial and Industrial Property will be based on 1% of amount on Electrical  
Contracts, \$50,000.00 and above.

## ELECTRICAL INSPECTION SERVICES AGREEMENT

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between **James McClain, Electrical Inspections and Consultant Service, Inc.**, whose mailing address is P.O. Box 1266, Versailles, Kentucky 40383 ("Contractor"), and the **Woodford County Fiscal Court**, located at the Woodford County Courthouse, Room 200, 103 South Main Street, Versailles, Kentucky 40383 ("County").

### RECITALS

WHEREAS, the County desires to contract for electrical inspection services within the unincorporated areas of Woodford County, Kentucky; and

WHEREAS, the Contractor has submitted an application to provide such services; and

WHEREAS, the County has reviewed the Contractor's qualifications and desires to engage the Contractor to provide electrical inspection services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. APPOINTMENT AND SCOPE OF SERVICES

The County hereby awards and appoints the Contractor as the Electrical Inspector for Woodford County, Kentucky, to perform electrical inspections as required by applicable law and County regulations.

### 2. SUBSTITUTION AND ADDITIONAL INSPECTORS

(a) In the event the Contractor is ill or unavailable due to travel or other temporary absence, **Tommy Lanham**, a state-certified electrical inspector, may, at the Contractor's discretion, perform electrical inspection services for the County during such absence.

(b) The Contractor may, in his sole discretion and at his own expense, hire additional state-certified electrical inspectors as employees of the Contractor, as the need for services arises.

### 3. VACATION

The Contractor shall be entitled to take a minimum of two (2) weeks of vacation per year without risk of termination or loss of appointment as Electrical Inspector for Woodford County.

### 4. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all applicable federal, state, and county laws, regulations, codes, and ordinances governing electrical inspections and related services.

### 5. TERM

The term of this Agreement shall be for a period of four (4) year commencing on the Effective Date, unless earlier terminated in accordance with this Agreement or applicable law.

**6. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and not an employee of the County. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

**7. TERMINATION**

This Agreement may be terminated by either party upon written notice in accordance with applicable Kentucky law and any policies adopted by the Woodford County Fiscal Court.

**8. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, officials, and employees from and against any and all claims, damages, losses, and expenses arising out of or resulting from the Contractor’s performance of services under this Agreement, to the extent permitted by law.

**9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings, whether written or oral. Any amendments must be in writing and approved by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**WOODFORD COUNTY FISCAL COURT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**JAMES MCCLAIN, ELECTRICAL INSPECTIONS AND CONSULTANT SERVICE, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_