CHARLESTON CITY COUNCIL

Regular Meeting

August 18, 2025
at 7:00 PM

THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA
https://charlestonwv.civicclerk.com/web/home.aspx

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).

2. Claims 8-18-2025

PROCLAMATIONS

1. 8-18-2025

COMMUNICATIONS

1. 8-18-2025

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 8059 - A Bill amending the Zoning Ordinance by rezoning from to a C-1O district the lot of land located directly across from CAMC General, between Morris and Lewis Streets and O'Conner Avenue in the East End of Charleston owned by Charleston Area Medical Center, Inc.

FINANCE

1. Resolution No. 25-077 – Authorizing the Mayor or City Manager to purchase self-contained breathing apparatus equipment and cylinders for the Charleston Fire Department from Atlantic Emergency Solutions.

2. Resolution No. 25-078 - Authorizing the Mayor or City Manager to enter into an agreement with Concourse Tech, Inc. for the purchase and installation of upgraded network equipment for use at the City Service Center.

3. Resolution No. 25-079 – Authorizing the Mayor or City Manager to enter into an agreement with Almost Heaven Roofing for removal and replacement of the Sojourner's Shelter roof.

4. Resolution No. 25-080 - Authorizing the Mayor or City Manager to enter into an agreement with Quick Med Claims, LLC, to provide billing and other services on behalf of the Charleston Fire Department, and further to enter into a Billing Addendum with the Kanawha County Emergency Ambulance Authority whereby both parties agree to cease the City's billing service by KCEAA.

5. Bill No. 8062 - A BILL to amend the Municipal Code by defining the benefit to law enforcement officers who are required to work an unscheduled shift on a legal holiday and consolidating lists of legal holidays to one section of said Code; and making technical corrections throughout.

REPORTS OF OFFICERS

1. 8-18-2025

NEW BILLS

1. 8-18-2025

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE TUESDAY, SEPTEMBER 2, 2025 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 8-14-2025

***Meetings may be recorded and broadcast via internet https://charlestonwv.civicclerk.com**

Bill No. 8059

Introduced in Council	Passed by Council
July 21, 2025	
Introduced By	Referred To
Becky Ceperley	**Municipal Planning Commission and Planning, Streets and Traffic**

Bill No. 8059 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, and the map made a part thereof, by rezoning from a R-0 district to a C-1O district, that certain lot or parcel of land located directly across from CAMC General, between Morris and Lewis Streets and O'Conner Avenue in the East End of Charleston in the City of Charleston, Kanawha County, State of West Virginia, owned by Charleston Area Medical Center, Inc., a West Virginia nonprofit, nonstock corporation.

BE. IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA THAT:

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, is hereby amended by rezoning from a R-O district to a C-10 district the whole of the following described lot or parcel of land:

> All that certain lot or parcel of land situate on Morris and Lewis Streets,in the City of Charleston, Charleston East District, Kanawha County, West Virginia, and being more particularly bounded and described as follow: Beginning at an iron pin at the southwesterly corner of Morris and Lewis Streets; thence with the right of way line of Lewis Street, S.41° 00' 31" E. 143.29 feet, more or less, to the intersection of said line with O'Connor's Alley; thence towards Washington Street and binding on the northwesterly line of said alley, S.49° 12' W. 494.40 feet, more or less, to an iron pin; thence N. 40° 52' 40" W. 143.29 feet, more or less, to the southeasterly line of Morris Street; thence with said line of Morris Street, N. 49° 13' 30" E. 494.03 feet, more or less, to the iron pin at the place of beginning, and as shown and set forth on that certain map entitled, "Property and Topographic Map Showing Parcel of Land Located in the City of Charleston, W. Va. Owned by Charleston Area Medical Center Scale 1"=20'," dated June 14, 1978, prepared by Field Engineering Co., Charleston, W. Va., a copy of which map is of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1888, at page 686.

Being Tax Parcel 119 as shown on Charleston East Tax Map No. 18. Said tax map is of record in, and used as zoning map sectionals by, the City Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is

hereby amended in accordance with Section 1 of this Ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance, are hereby repealed to the extent of said inconsistency.

PICKERING ASSOCIATES
Architects · Engineers · Surveyors
1123A Edmonds Avenue
Fredericksburg, West Virginia 26704
Phone: (304) 444-1376
Fax: (304) 444-4378

Rev.	Description	By	Date
A			

Drawing Description

Project:
Designed By:
Drawn By:
Checked By:
Scale: 1"=50'
Plot Date: 04/10/2025
Revision:
Drawing Number:

SITE PLAN
SCALE: 1"=50'

PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: **Miles Carey, City Clerk**

From: **Council's Committee on Planning, Streets and Traffic**

Date: **August 11, 2025**

Subject: **Bill No. 8059**

The Committee on Planning, Streets and Traffic has had under consideration bill no. 8059 attached hereto and an made a part thereof:

The Committee finds:

1. The rezoning is consistent with the future land use map in that it complies with the area's designation as a Downtown Transition area.
2. The rezoning does not introduce a new zoning classification or land use in the area.
3. The rezoning will not alter the character of the surrounding neighborhoods.

and reports the same to Council with the recommendation that the bill do pass.

Chair

by phone John Gianola

Resolution No. 25-077

Introduced in Council:	Adopted by Council:
August 18, 2025	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 25-077 – Authorizing the Mayor or City Manager to purchase self-contained breathing apparatus (SCBA) equipment and cylinders for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of $55,110.00 pursuant to a competitively sourced HGAC contract.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase self-contained breathing apparatus (SCBA) equipment and cylinders for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of $55,110.00 pursuant to a competitively sourced HGAC contract.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$5,000 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 8/6/2025

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: 2 Scott AV3000HT facepieces, 12 Scott SCBA cylinder & valve assemblies (45 min), & 5 Scott XD 4.5 airpacks

Purchase justification: To replace outdated and damaged cylinders. (purchasing through HGAC contract)

If approved, the total purchase price will be: $55,110.00

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Atlantic Emergency Solutions — Price Quote: $55,110.00
2. _____ — Price Quote: $_____
3. _____ — Price Quote: $_____
4. _____ — Price Quote: $_____
5. _____ — Price Quote: $_____

The apparent low-bid vendor *meeting specifications* is: Atlantic Emergency Solutions

AND

☑ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

_____

_____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

_____

_____

_____

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(*Name & Phone Number*)_____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

_____

Request Submitted By: Bernice A. Freas for CFD Department: City Manager's Office

Bernice A Freas

Is this purchase being paid with grant funds? ☐ Yes ☑ No

****

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 976C11 645900 Budgeted FY2026

City Manager Approval: _____ Date: _____

CITY OF CHARLESTON, WV
Charleston Fire Department
Purchase Request Form

Date: 8/6/2025 **Purchase Order #:** _____

Vendor: Atlantic Emergency Solutions V11376 **Phone #:** 800-442-9700

Contact: Jay Parsons **Fax:** _____

Address: 13051 Redwater Dr. Chester VA 23836
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
1	Scott AV3000HT facepeice model 201215-03	355.00	**355.00**
1	Scott AV3000HT facepeice model 201215-02	355.00	**355.00**
12	Scott cyl&vlv assy 45min/4500 model 804722-01	1,450.00	**17,400.00**
5	Scott XD 4.5 pack, wireframe model X8A14025005303	7,400.00	**37,000.00**
		TOTAL	**55,110.00**

Requested By: Matt Nicholson **Date:** 8/6/2025

Purpose of Request: Replacement SCBA and cylinders

Operations Chief:
☐ Denied ☑ Approved Matt Nicholson **Date:** 8/6/2025

Deputy/Administrative Chief:
☐ Denied ☐ Approved _____ **Date:** _____

Fire Chief:
☐ Denied ☐ Approved _____ **Date:** _____

Form CPDPR Revised 05/20/05

ATLANTIC EMERGENCY SOLUTIONS

13051 Redwater Drive
Chester, VA 23836
(800) 442-9700
equipmentorders@atlanticemergency.com

Quote NO.	78281
Employee NO.	1141
CUSTOMER ID	70422
DATE	07/24/2025
EXPIRATION DATE	**08/23/2025**

Bill To
Charleston Fire & EMS Department W.V.
808 Virginia Street West
Charleston West Virginia 25302
United States

Ship To
Charleston Fire & EMS Department W.V
Attn: DEPT TRAINING
808 VIRGINIA STREET WEST
Charleston West Virginia 25302
United States

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
Jay Parsons						Freight Included

QTY	ITEM #	NAME / VENDOR / DESCRIPTION	UNIT PRICE	LINE TOTAL
1	7012472116	201215-21 / 3M SCOTT / 3M™ Scott™ AV-3000 HT Facepiece 201215-21, 4-Strap, Kev, Small SCOTT AV3000HT FACEPIECE SMALL	$355.00	$355.00
1	7012511835	201215-23 / 3M SCOTT / 3M™ Scott™ AV-3000 HT Facepiece 201215-23, 4-Strap, Kev, Large SCOTT AV3000HT FACEPIECE LARGE	$355.00	$355.00
12	7100293660	804722-01 / 3M SCOTT / 3M™ Scott™ Cyl&Valve Assy 804722-01, CGA, 4.5, 45 Min, 1 ea/Case SCOTT 4.5 45 MIN CYL. CGA	$1,450.00	$17,400.00
5	SO-3290	SO-3290 SCOTT XD 4.5 PAK, WIREFRAME W PASS, QD REGULATOR AND PADDED STRAPS X8A14025005303	$7,400.00	$37,000.00

SUBTOTAL	$55,110.00
TAX	0.00%
FREIGHT ESTIMATE	$0.00
TOTAL	$55,110.00

Quote Comments:

THANK YOU FOR YOUR BUSINESS!

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE11-24	Date Prepared:	7/23/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Charleston Fire Department	Contractor:	Atlantic Emergency Solutions
Contact Person:	Matthew Nicholoson	Prepared By:	Jay Parsons
Phone:	304-389-2003	Phone:	304-482-2944
Fax:		Fax:	
Email:	matthew.nicholson@charlestonfire.com	Email:	jparsons@atlanticemergency.com

Catalog / Price Sheet Name/Product Code	3M Scott Fire Safety Pricing HGAC
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
12	804722-01/ 3M SCOTT/ 3M SCOTT CYL& VALAVE ASSY 804722-01.CGA, 4.5, 45 MIN , 1 EA/CASE	$ 1,698.73	$ 20,384.76
5	SO-3290 SCOTT XD 4.5 PACK, WIREFRAME W PASS, QD REGULATOR AND PADDED STRAPS	$ 8,781.81	$ 43,909.05
1	201215-21/3M SCOTT/3M SCOTT AV-3000 HT FACEPIECE 201215-21, 4 STRAP, KEV, SMALL	$418	$ 418.40
1	201215-23/3M SCOTT/3M SCOTT AV-3000 HT FACEPIECE 201215-23, 4 STRAP, KEV, LARGE	$418.40	$ 418.40
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	0
		Subtotal A:	65130.61

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary
(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
		$ -	$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

HGAC DISCOUNT	-10,020.61
Subtotal C:	-10020.61

Delivery Date:	**180 Days**	**D. Total Purchase Price (A+B+C):**	$55,110.00

Freas, Bernice

From: Freas, Bernice
Sent: Wednesday, August 6, 2025 10:39 AM
To: Wood, Andy
Subject: FW: SCBA PO request
Attachments: SCBA PO request.pdf

Does this need 3 quotes? The reason I ask, it's associated with a contract.

Bernice A. Freas
Budget Officer-Public Safety
City of Charleston, WV
501 Virginia Street East
Charleston, WV 25301
(304) 348-6870 ext. 172
(304) 348-8157 fax

Per Andy 8/6/25 verbal, no, since on contract.

From: Nicholson, Matthew <matthew.nicholson@charlestonfire.com>
Sent: Wednesday, August 6, 2025 10:36 AM
To: Freas, Bernice <bernice.freas@cityofcharleston.org>
Cc: Dunbar Jr. Jesse <jesse.dunbar@charlestonfire.com>; Matthews, Craig <craig.matthews@charlestonfire.com>
Subject: SCBA PO request

Good morning Bernice,

Please see the attached and let me know if you need anything else.

Thank you!

Matt Nicholson
Chief of Fire Operations
Office:304-348-8099
Cell: 304-389-2003

Resolution No. 25-078

Introduced in Council:	Adopted by Council:
August 18, 2025	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 25-078 – Authorizing the Mayor or City Manager to enter into an agreement with Concourse Tech, Inc. in the amount of $59,909.88 for the purchase and installation of upgraded network equipment for use at the City Service Center pursuant to a competitive bid process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into an agreement with Concourse Tech, Inc. in the amount of $59,909.88 for the purchase and installation of upgraded network equipment for use at the City Service Center pursuant to a competitive bid process.

2025-47 City Servic Center Networking Equipment			
Business	**Opened at**	**Bid Total**	**Local Vendor Preference Minus 4%**
Advantage Technolgy	8/11/2025 2pm	$ 60,713.82	N/A
Concourse Tech Inc	8/11/2025 2pm	59,909.88	N/A
Hypertec USA Inc	8/11/2025 2pm	$ 62,614.47	N/A
Beyond Tech USA	8/11/2025 2pm	$ 61,101.00	N/A
InterVision	8/11/2025 2pm	$ 68,260.29	N/A
SHI	8/11/2025 2pm	$ 62,433.96	$ 59,936.60

2026-02 City Service Center Networking Equipment						
Mandatory Requirement	Advantage TechnolOGY	Concourse Tech Inc	Hypertec USA Inc	Beyond Tech USA	Intervision	SHI
3.1.1 Seven (7) new Juniper EX4400 48-port PoE switches 3.1.1.1 400 Gbps Virtual Chassis interconnect 3.1.1.2EVPN-VXLAN capability 3.1.1.3 Cloud management through Juniper MIST 3.1.1.4 PoE capability for powering Access Points 3.1.1.5 10G SFP+ extension modules for each EX4400 switch	Yes	Yes	Yes	Yes	Yes	Yes
3.1.2 Two (2) new Juniper EX2300 24-port PoE switches 3.1.2.1 24 x Gigabit PoE+ ports with 370W power budget 3.1.2.2 4 x 1/10GbE SFP+ uplink ports 3.1.2.3 Cloud management through Juniper MIST	Yes	Yes	Yes	Yes	Yes	Yes
3.1.3 100G QSFP28 DAC cables for Virtual Chassis stacking	Yes	Yes	Yes	Yes	Yes	Yes
3.1.4 Twenty (20) 1G SFP transceivers compatible with OM1 fiber, LC connectors 3.1.4.1 1G SFP+ transceivers for redundant fiber runs and network equipment connectivity (OM4, LC connectors	Yes	Yes	Yes	Yes	Yes	Yes
3.1.5 3-Year EX4400 Juniper MIST Wired Assurance for cloud-based management, automation, and monitoring	Yes	Yes	Yes	Yes	Yes	Yes
3.1.6 3-Year EX2300 Juniper MIST Wired Assurance for cloud-based management, automation, and monitoring	Yes	Yes	Yes	Yes	Yes	Yes
3.1.7 Sixteen (16) OM1 LC-ST fiber patch cables 3.1.7.1 OM1 patch cables with LC-ST connectors for connection between devices through direct connection or fiber patch panels 3.1.7.2 Patch cables shall be 1 meter in length.	Yes	Yes	Yes	Yes	Yes	Yers
3.1.8 Uninterruptable Power Supplies (UPS) 3.1.8.1 One UPS per site (total of 3), with specifications to support the power requirements of installed Juniper networking equipment 3.1.8.2 Supports 1950W / 2200VA capacity for high PoE+ switch loads 3.1.8.3 Pure sine wave output to ensure compatibility with networking gear 3.1.8.4 Line-Interactive topology with Automatic Voltage Regulation (AVR) 3.1.8.5 Pre-installed network management card with SNMP & web interface 3.1.8.6 Rack-mountable in standard 2U 2-post rack 3.1.8.6.1 Provide hardware to allow mounting in a 2-post, threaded hole rack	Yes	Yes	Yes	Yes	Yes	Yes
3.1.9 Licensing: 3.1.9.1 Must include support for the full feature set of the Juniper EX4400 and EX2300 switches, including the ability to integrate with Juniper MIST for network management. 3.1.9.2 Juniper Support must be included.	Yes	Yes	Yes	Yes	Yes	Yes
3.2.1 Nine (9) Juniper AP45 wireless access points for enhanced wireless coverage 3.2.1.1 Wi-Fi 6 compatibility 3.2.1.2Support for 2.4GHz, 5GHz, and 6GHz frequencies 3.2.1.3 Virtual BLE supported 3.2.1.3Temperature and Accelerometer IoT Sensors 3.2.1.5 Limited Lifetime Warranty	Yes	Yes	Yes	Yes	Yes	Yes
3.2.2 Three (3) Year Juniper Mist License and Support	Yes	Yes	Yes	Yes	Yes	Yes
3.3 Warranty and Support 3.3.1 Minimum 3-year warranty on all purchased equipment. 3.3.2 The vendor must provide support services for purchased equipment, including warranty-related replacements or repairs	Yes	Yes	Yes	Yes	Yes	N/A
3.4 Submitted Product Specifications	No	Yes	Yes	Yes	Yes	Yes
Required Documents						
Pricing Page	Yes	Yes	Yes	Yes	Yes	Yes
Addendum Acknowledgement	No	Yes	Yes	Yes	Yes	Yes
Local Vendor Form (if Applicable)	N/A	N/A	N/A	N/A	N/A	Yes
City of Chalreston Purchasing Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Certificate of Insurance	No	Yes	Yes	No	Yes	Yes
Contact and Signature Page	Yes	Yes	Yes	Yes	Yes	Yes
Vendor Protest Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes
Grand Total	$ 60,713.82	$ 59,909.88	$ 62,614.47	$ 61,101.00	$ 68,260.29	$ 62,433.96
NOTES	Licensing and warranty included, Addendum Acknowledgement not signed, no COI	Cover letter explains that quote is all inclusive.	Pricing Page notes that warranty is covered in separate sections.	Waranty Included	Licensing and warranty is included	Quoted Shipping that was to be included. Lists warranty as N/A.

CITY OF CHARLESTON

RECOMMENDATION TO AWARD

DATE: August 13, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2026-02 CSC Networking Equipment

Concourse Tech Inc. - $59,909.88

Award Recommendation: Check the appropriate box below.

[x] **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Concourse Tech Inc**.in the amount of **$59,909.88.**

[ ] **Multiple Award**: By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

[ ] **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

SHI - $62,433.96
Advantage - $60,713.82
Hypertec USA - $62,614.47
Beyond Tech USA - $61,101.00
InterVision Systems - $68,260.29

Respectfully,

Signature

8/13/25
Date

Adam Coffrell - IS Director
Printed Name and Title

Resolution No. 25-079

Introduced in Council:	Adopted by Council:
August 18, 2025	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 25-079 – Authorizing the Mayor or City Manager to enter into an agreement with Almost Heaven Roofing in the amount of $157,200.00 for removal and replacement of the Sojourner's Shelter roof, located at 1418 Washington Street East, pursuant to a competitively bid process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into an agreement with Almost Heaven Roofing in the amount of $157,200.00 for removal and replacement of the Sojourner's Shelter roof, located at 1418 Washington Street East, pursuant to a competitively bid process.

2026-01 Sojourner's Roof Replacement Project			
Business	**Opened at**	**Bid Total**	**Alternate Bid**
Almost Heaven Roofing	8/12/2025 0:00	$ 157,260.01	$ 45,000.00

2026-01 Sojourner's Roof Replacement Project	
Mandatory Requirement	Almost Heaven Roofing
3.1 Remove existing roof systems and insulation down to the roof deck	Yes
3.2 Asbestos Abatement	Yes
3.3 Adhere 1/2" coverboard to the polyisocyanurate	Yes
3.4 Mechanically attach R-30 minimum polyisocyanurate to surface of roof deck	Yes
3.5 Replace Drain Assemblies	Yes
3.6 Vendor must install a modified base and cap sheets	Yes
3.7 Flashings must be uncured Versico, or equal, 6", 9" or 12" flashing.	Yes
3.8 Vendor must install a 60mil EPDM roof system, or equal.	Yes
3.9 Vendor must cover lap seams with a minimum of 6" uncured seam tape.	Yes
3.10 Vendor must install 24-gauge counter flashing over the termination bar.	Yes
3.11 Vendors must re-attach the coping to the roof sidewalls, either mechanically or cleated is acceptable	Yes
3.12 Vendor is responsible for removing and disposing of all trash and debris from the facility and project daily.	Yes
3.13 Vendor must furnish all new supplies and materials for the new roof system.	Yes
3.14 The finished product must include a minimum 25-year warranty.	Yes
Alternate Bid	Yes
Required Documents	
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	Yes
City of Chalreston Purchasing Affidavit	Yes
Certificate of Insurance	Yes
Contact and Signature Page	Yes
Vendor Protest Acknowledgement	Yes
Contractor's Lisence	Yes
SubContractor's List	Yes
Bid Bond/Surety Check	Yes
Drug Free Affidavit	Yes
Grand Total BID	$ 157,260.00
Alternate BID	$ 45,000.00

NOTES

Resolution No. 25-080

Introduced in Council:	Adopted by Council:
August 18, 2025	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 25-080 – Authorizing the Mayor or City Manager to enter into a Billing and Accounts Receivable Management Services Agreement with Quick Med Claims, LLC, to provide billing and other services on behalf of the Charleston Fire Department, and further to enter into a Billing Addendum with the Kanawha County Emergency Ambulance Authority whereby both parties agree to cease the City's billing service by KCEAA.

WHEREAS, the Kanawha County Emergency Ambulance Authority ("KCEAA") has provided ambulance billing services for the City of Charleston ("City") and the Charleston Fire Department by contract since approximately 1991, with the most recent addendum to that contract being entered in 2022; and

WHEREAS, the KCEAA recently opted to seek by a request for proposals ("RFP") a third-party vendor to take over billing services for KCEAA; and

WHEREAS, as a result of that RFP process, KCEAA recently entered into an agreement with Quick Med Claims, LLC ("QMC") to handle billing services for KCEAA; and

WHEREAS, throughout the process, the City and KCEAA have been in regular communication about the transition of billing services, and both parties acknowledge it is in each's best interest for the City to enter into an independent contract with a third-party billing service rather than for KCEAA to continue serving as the City's billing agent; and

WHEREAS, the City and KCEAA have mutually agreed, pending approval of Charleston City Council and the KCEAA Board of Directors, to end the agreement for KCEAA to provide these billing services to the City, pursuant to the terms and dates outlined in the attached Billing Addendum; and

WHEREAS, the City has reached a separate agreement with QMC to provide billing services to the City under the same financial terms reached by KCEAA pursuant to its competitive RFP procurement process, as set forth in the attached Billing and Accounts Receivable Management Services Agreement;

Now therefore, Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a Billing and Accounts Receivable Management Services Agreement with Quick Med Claims, LLC, to provide billing and other services on behalf of the Charleston Fire Department, and further to enter into a Billing Addendum with the Kanawha County Emergency Ambulance Authority whereby both parties agree to cease the City's billing service by KCEAA, each in a form substantially similar to the documents attached hereto.

AMBULANCE SERVICES & LEVY REVENUE SHARING AGREEMENT – BILLING ADDENDUM

This Billing Addendum ("**Addendum**"), made this the ____ day of _____, 2025, is by and between **KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY,** (hereinafter referred to as **"KCEAA"** or the **"AUTHORITY")** a public corporation, and **THE CITY OF CHARLESTON,** a municipal corporation, (hereinafter referred to as **"CITY")**.

RECITALS

WHEREAS, by agreement dated January 13, 2022, the Authority and the City agreed for the Authority to act as billing agent for the City for the fiscal years beginning July 1st, 2023, 2024, 2025, 2026, 2027, and 2028 (the "**Agreement**"); and

WHEREAS, the Kanawha County Sheriff's Tax Office, was a party to the Agreement solely for acknowledging the obligation of remitting the monthly distribution payments contemplated by the Agreement; and

WHEREAS, the parties have the authority pursuant to West Virginia Code Section 8-12-1; West Virginia Code Section 8-12-5; and West Virginia Code Section 7-15-10 to enter into the Agreement and this Addendum; and

WHEREAS, the purpose of this Addendum is to modify the Agreement with respect to the manner in which billing for the City's EMS services performed by the Charleston Fire Department employees occur; and

WHEREAS, all other provisions of the Agreement remain in full force and effect.

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

I. The Agreement between the Authority and the City is hereby amended by striking out all of section 3 and replacing it with a new section 3 that reads as follows:

3. **Billing** & **Collection.** The parties hereto agree, consistent with the terms herein, that the City will be responsible for retaining a billing and collections agent with regard to the fees due to the City for the City's provision of emergency ambulance services for all services taking place on or after May 16, 2025.

The Authority shall continue to act as the billing and collections agent for the City for all emergency ambulance services occurring before May 16, 2025, and shall remit to the City on a monthly basis the ambulance fees collected for the benefit of the City. The remittance to the City will be one month in arrears and made on or before the 15th day of each month (e.g., ambulance fees collected by the authority for the month of July 2023 would be due to the City on or before August 15th 2023): *Provided*, That KCEAA and the City acknowledge that the most recent billing collections monthly report submitted was the May 2025 report.

In consideration for the billing and collection services provided by the Authority, the City will reimburse the Authority the sum of One Hundred Twenty Two Thousand Eight Hundred Eighty Two Dollars ($122,882.00) per year, for fiscal years beginning July 1st 2023 and 2024: *Provided*, That beginning with the June 2025 ambulance billing collections monthly report, in lieu of the monthly installment payment, KCEEA will retain 5% of net collected revenue from the claims that KCEAA collects on behalf of the City for ambulance services occurring before May 16, 2025**.** The Authority shall evidence the billing and collection services provided by the Authority

on its monthly remittance summaries to the City and deduct the administrative fee on a monthly basis. Namely, through the May 2025 report, KCEAA shall deduct the administrative fee in monthly installments of Ten Thousand Two Hundred Forty Dollars and Seventeen Cents ($10,240.17) from the remittance amount, noting it on the remittance as a Billing Expense, and from the June 2025 report through the conclusion of KCEAA's collections for the City, KCEAA shall show the 5% of net collected revenue on the monthly report and remittance as a Billing Expense.

The Authority shall conclude its efforts as a billing and collections agent for the City on or before December 31, 2025, by either successfully collecting on all emergency ambulance services occurring before May 16, 2025, or referring all uncollected amounts to a third party for further collection efforts.

II. The Agreement between the Authority and the City is hereby amended by striking out all of section 7 and replacing it with a new section 7 that reads as follows:

7. **Labor, Materials & Equipment.** The City shall furnish, at its own expense, all labor, materials, supplies, storage, areas and other items necessary to carry out the terms of this Agreement, including all billing and collection services for emergency ambulance services occurring on or after May 16, 2025. With regard to the billing and collection obligations under this Agreement for emergency ambulance services occurring before May 16, 2025, the Authority shall furnish, for the amounts to be paid as stated herein, all labor, materials, supplies and other items necessary to carry out the terms of this Agreement.

III. All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Billing Addendum has been executed by the parties by their duly authorized representatives as of the date first above written.

CITY OF CHARLESTON

BY:_____
AMY SHULER GOODWIN
ITS MAYOR

KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY

BY:_____
HARRY MILLER
ITS PRESIDENT

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **AMY SHULER GOODWIN**, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of the municipal corporation.

My commission expires: _____

_____
Notary Public

[NOTARIAL SEAL]

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **HARRY MILLER**, the President of the KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY, for and on behalf of the authority.

My commission expires: _____

_____
Notary Public

[NOTARIAL SEAL]

BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT SERVICES AGREEMENT

by and between

QUICK MED CLAIMS, LLC

and

[•]

[•], 2025

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AGREEMENT

THIS SERVICE AGREEMENT (hereinafter and including all Attachments hereto, the "**Agreement**") by and between **[City of Charleston],** a West Virginia municipal corporation (hereinafter referred to as "**Provider"),** located at [ADDRESS], and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as "**QMC**"), located at 1400 Lebanon Church Road, Pittsburgh, Pennsylvania 15236, is entered into with an effective date of [•], 2025 (the "**Effective Date**"), notwithstanding the dates on which the parties have executed this Agreement.

RECITALS

WHEREAS, Provider provides emergency and/or non-emergency healthcare services, is licensed to do so by the State of West Virginia, and is in good standing with all state and federal agencies with responsibilities pertaining to health care reimbursement and legal enforcement; and

WHEREAS, Provider seeks reimbursement for the services that it provides; and

WHEREAS, QMC provides billing and accounts receivable management services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** according to the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and accounts receivable management services for the services that it provides;

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

1. DESCRIPTION OF SERVICES.

The Recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety. **Provider** engages **QMC** to be the exclusive provider of billing and accounts receivable management services described in this Agreement. **Provider** agrees that it will not enter into any agreement, contract, understanding, or arrangement with any other entity or person to provide the same or substantially similar services during the term of this Agreement.

2. TERM.

This Agreement shall commence on the Effective Date and continue for three (3) years following the date on which **QMC** begins providing the Services for **Provider** (the "**Initial Term**"), which Go Live Date shall be [•], 2025 (the "**Go Live Date**"). The Agreement shall automatically renew for successive, additional one (1) year terms (each, a "**Renewal Term**") unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term. Together, the Initial Term and any Renewal Term(s) shall be considered the entire "**Term**" of this Agreement.

3. TERMINATION.

a. **With Cause.**

i. Except as set forth in Paragraphs 3(a)(ii) and (iii), below, if either **QMC** or **Provider** materially breaches any provision of this Agreement, the other party may provide written notice to the non-performing party describing such material breach. If the non-performing party fails to cure such material breach within thirty (30) days of such notice and while such material breach remains outstanding, this Agreement may be terminated immediately by the non-breaching party upon written notice; provided, however, if the material breach cannot be cured within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

ii. Either party may terminate this Agreement immediately in writing for any of the following:

1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or

2. Any amount owed by **Provider** to **QMC** pursuant to this Agreement remains outstanding for thirty (30) days beyond the due date, including, without limitation, any amount owed by **Provider** to **QMC** with respect to a Transition Period (defined below); or

3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment); or

4. The other party is convicted of a criminal offense related to any federal or state health care program.

iii. **QMC** may terminate this Agreement immediately upon written notice if **Provider**:

1. Fails to pay for **QMC's** Services in accordance with the requirements of this Agreement;

2. Fails to take reasonable action upon notification by **QMC** of a potential violation of applicable laws or regulations; or

3. Revokes or otherwise rescinds the applicable contractor or insurer

source code required by **QMC** to perform the Services on **Provider's** behalf or causes such source code to be revoked or otherwise rescinded.

iv. Notwithstanding any other provision of Paragraph 3(a) of this Agreement, **QMC** may, at its sole discretion, temporarily suspend its obligations under this Agreement should **Provider** engage in any conduct listed in Paragraphs 3(a)(ii) and/or (iii) of this Agreement. However, nothing in this Paragraph 3(a)(iv) shall be construed to prohibit **QMC** from terminating this Agreement as otherwise permitted by Paragraph 3(a)(ii) and/or (iii).

b. **Without Cause.**

Either party may terminate this Agreement without assigning a cause or reason upon ninety (90) days written notice to the other party.

c. **Early Termination.**

The parties recognize that **QMC** has conditionally waived its Onboarding Fee (as defined in Attachment A). Notwithstanding the foregoing, if this Agreement terminates for any reason during the initial twelve (12) months of the Initial Term, then such conditional waiver shall be rescinded, and **Provider** shall immediately pay to **QMC** the Onboarding Fee.

d. **Transition Period.**

i. If this Agreement is terminated for any reason other than by a party for cause pursuant to Paragraph 3(a), the parties agree to a transition period that shall commence on the termination date and end ninety (90) days thereafter (the "**Transition Period**"). During the Transition Period, **Provider** agrees not to forward any claims with dates of service after the termination date to **QMC** for processing. **QMC** agrees to continue to provide Services for dates of service prior to the termination date as described herein for the entire Transition Period (the "**Transition Services**"). During the Transition Period, **QMC** will bill **Provider** monthly and such monthly invoices shall be due and payable within fifteen (15) days of receipt. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for the Services that details the work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

ii. If applicable during the Transition Period, **Provider** shall ensure that any new billing agent (the "**New Agent**") cooperates with **QMC** to transition the billing operations to the New Agent and promptly forward to **QMC** all electronic remittance advices and any other documents that explain payment of and adjudication of medical claims that were billed by **QMC**, but which are received by the New Agent. **Provider** shall cause the New Agent to provide **QMC** such other billing information received by the New Agent during the Transition Period as may be reasonably necessary for **QMC** to timely and properly perform the Services during the Transition

Period.

iii. During the Transition Period, **QMC** may terminate the Transition Services (A) if **Provider** fails to cure any breach within ten (10) days of having received written notice thereof or (B) upon any default in **Provider's** payment obligations under this Agreement.

4. PROVIDER RESPONSIBILITIES. Provider shall be responsible for the following**:**

a. **Information Transfer.**

Subject to the terms of Paragraph 18, below, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes but is not limited to complete and legible patient demographic information (including name, address and telephone number), dispatch information, insurance information, medical records, patient clinical records (including patient care reports, which must specifically include the reason for patient transport, documentation regarding medical necessity for transport by ambulance, information regarding points of origin and destination, a description of treatment provided, and documentation of patient loaded miles to the nearest tenth of a mile), essential patient and crew signatures, a Physician Certification Statement or other physician order where required by law for non-emergency ambulance services, Advance Beneficiary Notice of Noncoverage (ABN) (when required), and, if applicable, information on whether the patient is a subscriber to **Provider's** subscription program, and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects, and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third-party payors and will submit its billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is responsible for completing all information accurately so that it reflects work actually performed and matches all medical records. **Provider** agrees that **QMC** shall not be liable for any errors resulting from **Provider's** failure to provide **QMC** with correct and complete billing information. **Provider** also acknowledges that all denials based on documentation, service levels, codes or charges assigned by **Provider** are the sole responsibility of **Provider**. **QMC** will not alter any billing information or medical records, but rather shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

b. **Access to Information.**

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools, and information that is required by **QMC** for the billing and reimbursement process.

c. **Notice of Privacy Practices.**

Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

d. **Outside Consultants.**

Any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the sole financial responsibility of **Provider.**

e. **Designated Representative.**

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

f. **Policies and Contracts.**

Provider shall supply **QMC** with any applicable **Provider** contracts or policies for billing and any agreements or subscription program materials that may impact on **QMC's** billing for **Provider's** services and promptly provide **QMC** with any updates to such information.

g. **Billing Rates.**

Provider shall promptly notify **QMC** of any changes in billing rates, contractual obligations affecting **Provider's** billing, or other changes to **Provider's** billing policies not later than thirty (30) days prior to the effective date of such changes.

h. **Bank Account.**

Provider shall designate to **QMC** a depository bank account (or "lock box" account) to which funds may be directly deposited without **QMC** negotiating checks made payable to **Provider.** Such account shall be maintained by **Provider** at its sole cost and expense.

i. **Ambulance License.**

Provider shall maintain in good standing and supply **QMC** a copy of its ambulance service license, certification, or permit to do business (including any Certificate of Need or similar permit where required by law), applicable clinical treatment protocols and dispatch protocols. If necessary and requested by **QMC, Provider** will also furnish a description of the levels and types of service it provides under state law and a list of all personnel, including certification/licensure levels.

j. **Direct Payments.**

Provider shall promptly report receipt of all payments made directly to **Provider** for ambulance services rendered by **Provider**. **Provider** shall provide to **QMC** view-only access to **Provider's** deposit and/or lockbox accounts for the purpose of verifying and reconciling payments. For such accounts where view-only access is

infeasible, **Provider** shall provide to **QMC** at **Provider's** expense timely written reports reflecting account activity.

k. **Governmental Payor Enrollment.**

Provider shall maintain an active, valid Medicare Provider Number and National Provider Identification Number (NPI). **Provider** shall ensure that it revalidates its provider enrollment periodically when required. **Provider** shall promptly forward to **QMC** all communications, from CMS or a Medicare Administrative Contractor or other federal Contractor concerning or relating to **Provider's** Medicare and Medicaid Enrollment, processing of changes to its Medicare or Medicaid enrollment, or Medicare/Medicaid billing or billing privileges. Notwithstanding the foregoing, **Provider** understands and agrees that it is solely **Provider's** responsibility to maintain its Medicare and Medicaid enrollment and to comply with all requirements to promptly update all enrollment information promptly and within legally required time limits upon the change of any enrollment information.

l. **Refrain from Sending Ineligible Claims.**

Provider shall refrain from submitting to **QMC** any claim for processing if (i) **Provider** knows or should know that the claim is ineligible for payment or reimbursement or (ii) **Provider** is ineligible for payment by any third party payors as a result of its licensure status, exclusion, or other sanction with such payor or program, or other legal impediment, and shall promptly notify **QMC** of any termination, suspension, or revocation of its license, or exclusion from any state or federal health care program, or any change in ownership. **Provider** understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payors, and that it might not be possible to obtain reimbursement in all cases. **Provider** agrees to abide by **QMC's** decisions with regard to proper coding and payor based on the information provided to **QMC** by **Provider**.

m. **Services Rendered in Accordance with the Law.**

Provider shall ensure and shall implement any and all necessary processes to ensure that all services rendered by **Provider** are furnished in accordance with all applicable laws, regulations, and policies, and are performed by individuals who possess current and valid licenses and/or certifications as required by state and local law for the staffing of an ambulance at the level of service provided by **Provider.**

n. **Subscription/Membership Program.**

In the event that **Provider** operates a subscription or membership program, **Provider** represents and warrants that it is permissible under its state law to do so, and that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with all applicable state and federal laws, regulations, and guidelines. **Provider** is responsible to inform **QMC** of its patients who are subscribers or member of **Provider's** subscription or member program. Notwithstanding any other provision of this Agreement, **Provider** agrees to defend, indemnify, and hold harmless **QMC** in the event that **Provider's** subscription or membership program is not actuarially sound or is otherwise violates federal or state law, regulation, or other requirement.

o. **Overpayments.**

Provider understands and agrees that it is solely responsible for the prompt return of all overpayments or recoupments sought or imposed by any insurer, carrier, payor, or governmental agency or contractor, including interest, civil monetary penalties, fines, or other such assessment. **Provider** further understands that federal law requires any overpayments made by Medicare or other federal health care program be refunded within sixty (60) days of the identification of any such overpayments.

p. **External and Internal Audits.**

Provider shall immediately notify **QMC** if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of **Provider** and/or **QMC**, or claims submitted by **QMC** on behalf of **Provider**, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payor, carrier, Medicare Administrative Contractor, or other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive the termination of this Agreement.

Provider bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. **QMC** shall assist **Provider** in producing any records, reports, or documents in its possession which pertain to the audit or investigation and to which it has a right of access under Paragraph 18(b) or (c) and may charge **Provider** a reasonable fee for copying, preparation, assembly, or retrieval of such documents or reports. **QMC** shall have no obligation to perform any duties under this Paragraph 4(p) after the termination of this Agreement for any reason.

5. QMC SERVICES. QMC shall perform the following services for **Provider** (collectively the "Services"):

a. **Enrollment and Credentialing Services.**

QMC shall use commercially reasonable efforts to arrange for the initial credentialing and re-credentialing of **Provider** with health plans as directed by **Provider** in accordance with this Agreement. **QMC** does not guarantee the success of credentialing or re-credentialing services or that success will be achieved within a specific timeframe; **Provider** agrees and understands that the ultimate result and duration of credentialing and re-credentialing efforts regarding a health plan based on information provided to **QMC** by **Provider** is solely within the control of the health plan. A health plan's denial or termination of **Provider's** participation in the health plan based on guidance given to **Provider** by **QMC** and provided to the health plan is not a breach of this Agreement and **Provider** agrees that **QMC** is not liable for any damages to **Provider** as the result of such denial or termination.

b. **Demographic Information Verification.**

QMC shall use commercially reasonable efforts to verify through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

c. **Insurance Information Verification.**

QMC shall use commercially reasonable efforts to verify through accessible sources patient care reports and all insurance information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

d. **Claims Processing.**

QMC shall prepare claims and/invoices based on **Provider's** patient care reports and supporting documentation (including, where required, physician certification statements, dispatch or call intake records or other documentation necessary for billing according to the rules of the applicable payor(s)), deemed complete by **QMC,** to specifically include coding of claims based on the documentation contained within **Provider's** patient care reports and any supporting documents. **Provider** acknowledges and agrees that coding is by its very nature subjective and that separate parties reviewing the same information may arrive at different conclusions regarding the codes to be assigned; provided, however, that **QMC** shall not assign codes that it knows to be incorrect. In the event it is determined that **QMC** was solely responsible for assigning inaccurate codes for services provided by **Provider**, **QMC's** sole liability, and **Provider's** sole remedy, shall be limited to **QMC's** recoding the applicable services at no additional cost to **Provider**. **QMC** will use commercially reasonable efforts to submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3(a) for successful submission. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of all eligible billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**. **Provider** agrees that **QMC** shall not be held responsible for any delays in the filing or processing of claims or bills caused by or arising from insufficient or incorrect documentation or information supplied by **Provider** or any other third party or from delays resulting from account set-up time for insurance carriers and governmental programs. In addition to any other limitations set forth in this Agreement, **QMC** shall have no liability for or bear the costs associated with any loss or damage, whether direct, indirect, special, consequential, exemplary, punitive, incidental or otherwise, arising out of, in connection with, resulting from, caused by, or relating to: (i) a determination that services provided by **Provider** were not "medically necessary," (ii) inaccurately coded claims resulting from incorrect information provided to **QMC** by **Provider** or a third party, (iii) **Provider**'s acts or omissions; (iv) the acts or omissions of third parties that receive, process, verify, or otherwise transmit health information in connection with health care transactions (each such party, a "**Clearinghouse**"); or (v) the acts or omissions of third parties who gain access to or otherwise use the data of a Clearinghouse in an unlawful or unauthorized manner.

e. **Accounts Receivable Management.**

QMC shall provide follow-up and accounts receivable management services for claims arising out of services rendered by **Provider.** **QMC** shall exercise due care, prudence, and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, make appropriate and reasonable accounts receivable management efforts on all billings and claims to include the preparation of invoices and reminder statements to patients, supplemental insurers, or other financially responsible parties at industry-appropriate intervals. If instructed by **Provider**, **QMC** will forward any unpaid, past due accounts that are at least one hundred twenty (120) days past due to the **Provider,** or a collection agency selected by **Provider**. **Provider** shall be responsible for all collection agency costs. **QMC** is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by **Provider** or its collection agency. **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

f. **Reimbursement Posting.**

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts within three (3) business days of receipt and make such information available to **Provider** for review. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

g. **Appeals.**

QMC will use commercially reasonable efforts to complete reviews, appeals, and related processes to respond to third party payor denials in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

h. **Fixed Reporting.**

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment B to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider,** for which the cost, content, and timeliness will be mutually agreed upon by the parties.

i. **Correspondence.**

QMC shall not send correspondence to patients, third-party payors, or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. The Parties stipulate modification of correspondence may be necessary

to comply with applicable law and will use their best efforts to institute letter modifications when necessary.

j. **Credit Card Merchant Account.**

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

k. **Overpayments and Credit Balances.**

QMC will notify **Provider** of any overpayments and/or credit balances of which **QMC** becomes aware. **Provider** bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patient, or other payors or insurers, and agrees to make such refunds. **QMC** may, at its option, assist **Provider** in processing such refunds, but all refunds are to be made solely with **Provider's** funds, and **QMC** has no responsibility to make such refunds.

l. **Account Representative.**

QMC will provide one or more account representatives to respond to patient, payor, and/or **Provider** billing questions during **QMC's** regular business hours. Regular business hours are between 7:00 am and 7:00 pm eastern time. **QMC** reserves the right to alter its regular business hours without providing prior notice to **Provider**.

m. **Accounting and Auditing.**

If **Provider** requires **QMC's** assistance in **Provider's** accounting or other internal audits, **QMC** may charge for such audit support services at its customary rates, to be established by **QMC** from time to time. Upon written request of **Provider** for same, **QMC** shall furnish these rates to **Provider** in writing prior to undertaking any work pursuant to this Paragraph 5(m). From time to time, **Provider** may request to audit **QMC**'s records directly related to the Services delivered to **Provider**. The terms of any audit by **Provider** of **QMC** shall be conducted according to written agreement signed by both parties that specifically cites this Paragraph 5(m) of this Agreement.

n. **Provider Resources.**

Provider acknowledges and agrees that **QMC** may provide the Services hereunder through internal and external personnel or resources that may be located inside or outside of the United States. Notwithstanding the foregoing, **QMC** shall not utilize resources located outside of the United States to provide telephonic answering services in fulfillment of the Services.

6. SPECIFICALLY EXCLUDED DUTIES OF QMC. Notwithstanding any provisions of this Agreement to the contrary, QMC shall not be responsible to/shall not:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Accept a reassignment of any benefits when doing so is prohibited by law.

c. Negotiate any checks made payable to **Provider**, although **QMC** may forward collection accounts to a collection agent of **Provider's** choosing. Nothing in this Agreement is intended to make **QMC** a debt collector under the federal Fair Debt Collection Practices Act or similar state laws, and **QMC** 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.

d. Provide legal advice or legal services to **Provider**, **Provider's** patients or payors, or anyone acting on **Provider's** behalf.

e. Monitor the actuarial soundness of **Provider's** subscription/membership program, if applicable.

f. Unless otherwise set forth in a separate agreement between the parties, provide any billing or accounts receivable management services with respect to emergency and/or non-emergency ambulance services provided by Provider prior to May 1, 2025. The parties hereby agreed that **QMC** shall assume the responsibility for providing billing and accounts receivable management services with respect to emergency and/or non-emergency ambulance services provided by **Provider** after May 1, 2025 (but prior to the Go Live Date) provided that when the patient account is placed with **QMC**, (i) **Provider** has not initiated any prior billing or collections work on the account; (ii) the account is not in default, delinquent, or past due; (iii) Provider has made no assertion to the patient that such account is in default, delinquent, or past due; (iv) **Provider** has not used the services of any third-party debt collector to obtain payment on the account before placing the account with **QMC**; (v) Provider will notify **QMC** in writing as any patient balance becomes in default, delinquent, or past due; and (vi) Provider has existing policies and procedures that determine when a patient's account will be considered to be in default, delinquent, or past due. Notwithstanding the foregoing, **Provider** shall not be required to turn over to **QMC** any claims originating prior to the Go Live Date. Any claim for which **Provider** has previously initiated billing or collections activities before the Go Live Date shall remain the sole responsibility of **Provider**.

QMC's sole obligation is to provide the Services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its officers, directors, employees, representatives, agents, or attorneys.

7. COMPENSATION.

a. **Service Fees.**

In recognition of the Services provided as described herein, **Provider** shall pay **QMC** in accordance with the fees set forth in Attachment A.

b. **Payment Terms.**

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for the Services. **QMC** shall issue invoices to **Provider** on a monthly basis. If any invoices remain outstanding for fifteen (15) days or more, **QMC** may charge interest on the unpaid balance at the rate of one and one half percent (1.5 %) of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, without limiting any termination rights under this Agreement, **QMC** may, at its option, suspend the Services hereunder upon five (5) day's prior written notice if any invoices remain outstanding for fifteen (15) days or more.

8. RATES.

Provider shall, in its sole discretion, set the Rate Schedule for its services, and **QMC** will diligently seek reimbursement for such services as provided for herein. The initial Rate Schedule to be utilized, as of May 1, 2025, are set forth in Attachment D attached hereto and incorporated herein. The parties agree that **Provider** may modify its Rate Schedule at any time, without the need to amend or modify this Agreement, by providing appropriate notice to **QMC** in accordance with the terms of this Agreement. Such notice shall be provided to QMC at least thirty (30) days prior to the effective date of such rate modification.

9. INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY.

a. Indemnity.

Each party agrees to indemnify and hold the other party harmless from any losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) ("Claims") not covered by the other party's insurance coverage, which result from third-party claims or lawsuits, arising from the actual or alleged wrongful acts or omissions of such party, including without limitation, breach of this Agreement. The indemnification requirements contained in this Paragraph shall not be subject to any limitations of liability contained herein.

b. Disclaimer.

Except as expressly set forth in this Agreement, **QMC** makes no warranties whatsoever with respect to its services provided hereunder, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALINGS OR USAGE OF TRADE. Without limiting the foregoing, **QMC** expressly disclaims any and all warranties or representations pertaining to the amount of payments that will be achieved based on the services it renders under this Agreement. This disclaimer in no way limits **QMC**'s obligations to comply with the express terms of this Agreement.

c. Limitation of Liability.

In no event shall **QMC's** total cumulative liability for any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) under this Agreement (whether by reason of breach of contract, tort, strict liability or otherwise) other than its indemnity obligations pursuant to Paragraph 9(a) of this

Agreement exceed (1) the total fees paid by **Provider** to **QMC** within the one (1) year period prior to the claim giving rise to the alleged or actual damages less (2) any prior damages paid by **Provider** to **QMC**. In no event shall **QMC** be liable for any indirect, special, consequential, incidental, exemplary, or punitive damages (including without limitation damages for loss of revenue, loss of refunds, loss of data, loss of profits or loss of goodwill) regardless of whether **QMC** has been informed of the possibility of such damages. Any claims, damages, losses, costs, liabilities, or expenses (including attorneys' fees) arising out of, based on, or relating to this Agreement not presented by **Provider** to **QMC** in writing pursuant to the notice provisions of Paragraph 14 within one (1) year from the occurrence thereof shall be deemed waived. **Provider** shall have the duty to mitigate its damages or potential damages.

10. INSURANCE.

a. During the Term of this Agreement, **QMC** shall carry and maintain at its own cost, the following insurance coverage types with the following minimum primary limits and/or primary/excess where indicated:

Professional Services Errors & Omissions Liability insurance with primary limits of not less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate;

Commercial General Liability insurance, insuring against bodily injury, property damage, contractors' products and completed operations and personal injury and contractual liability with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate;

Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars ($1,000,000) bodily injury by accident each accident; One Million Dollars ($1,000,000) bodily injury by disease policy limit; One Million Dollars ($1,000,000) bodily injury each employee; and

Data Security and Privacy Liability (Cyber) insurance in an amount of not less than Five Million Dollars ($5,000,000) per claim and in the annual aggregate to cover civil, regulatory and statutory damages as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information or security incident or breach.

b. During the Term of this Agreement, **Provider** shall carry and maintain at its own cost, the following insurance coverage types with the following minimum primary limits and/or primary/excess where indicated:

Professional Services Errors & Omissions Liability insurance with primary limits of not less than $1,000,000per claim and $1,000,000 in the annual aggregate;

Commercial General Liability insurance, insuring against bodily injury, property damage, contractors' products and completed operations and personal injury and contractual liability with limits of not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate;

Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than $1,000,000 bodily injury by accident each accident; $1,000,000bodily injury by disease policy limit; $1,000,000 bodily injury each employee; and

Data Security and Privacy Liability (Cyber) insurance in an amount of not less than $2,000,000 per claim and in the annual aggregate to cover civil, regulatory and statutory damages as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information or security incident or breach.

11. INDEPENDENT CONTRACTOR STATUS.

In the performance of the Services under this Agreement, **QMC** and its personnel are independent contractors and not employees or agents of **Provider**. This Agreement does not create the relationship of employer and employee. **QMC** and its employees and independent contractors will be solely responsible for all required federal and state income taxes and withholdings applicable to them.

12. REGULATORY COMPLIANCE.

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations, and requirements of federal, state, and local governmental authorities pertaining to billing and reimbursement for ambulance and medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state, and local rules, regulations and conventions.

13. NON-SOLICITATION; NON-EMPLOYMENT.

Provider acknowledges that **QMC** has invested significant time and other resources in the initial and subsequent training of its employees. **Provider** also acknowledges that **QMC's** employees, due to their positions of trust, have had access to **QMC's** Proprietary Information. Therefore, in order to protect **QMC's** legitimate business interests and assets:

a. During the term of this Agreement and for a two (2) year period following its termination for any reason whatsoever (the "**Restriction Period**"), **Provider** shall not, directly or indirectly, without the express written consent of **QMC**: (i) employ, hire, or otherwise retain, or (ii) recruit, solicit or otherwise attempt to employ, hire or otherwise retain, either on its own behalf or on behalf of any third party, any individual who was an employee of **QMC** at any time during the term of this Agreement (the "**Restriction**").

b. **Provider** acknowledges that compliance with the Restriction is necessary to protect the business and goodwill of **QMC**, and that any breach of the Restriction by **Provider** will result in irreparable and continuing damages to **QMC**, for which money damages will not provide adequate relief. Consequently, **Provider** agrees that in the event it breaches or threatens to breach the Restriction, **QMC** shall be entitled to petition a court of law or equity for a temporary restraining order, a temporary or preliminary injunction and a permanent injunction, in order to cause

Provider to cease and desist from any further breaches of the Restriction and in order to prevent immediately and permanently the continuation of such harm.

c. The Restriction shall apply during the Restriction Period. If **Provider** violates the Restriction and **QMC** brings legal action for injunctive or other relief, **QMC** shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Restriction Period. Accordingly, the time during which **Provider** is in violation of the Restriction and the time during the pendency of any legal or equitable action shall not be included in calculating the Restriction Period.

d. The covenants and restrictions contained in this Paragraph 13 are separate and divisible. If, for any reason, any one provision or clause is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed limited by construction and scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be severed from this Agreement without affecting the validity or enforceability of any other term or provision hereof. Each provision and clause shall be enforced to the maximum extent permitted by law.

e. The existence of any claim or cause of action by **Provider** against **QMC** shall not constitute a defense to the enforcement of the Restriction by **QMC** but shall be resolved separately.

14. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to Provider:	**If sent to QMC:**
[NAME]	S. Mark Talley
[TITLE]	Chief Executive Officer
[ENTITY NAME]	Quick Med Claims, LLC
[STREET]	1400 Lebanon Church Road
[CITY, STATE ZIP]	Pittsburgh, PA 15236

15. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

16. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

17. FORCE MAJEURE.

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, terrorism, epidemics, war, strikes, cyberattacks, work slowdowns, fire, flood, earthquake or other "acts of God" or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in accordance with Paragraph 3. Notwithstanding the foregoing, a force majeure event shall not excuse **Provider** from its payment obligations as set out in Paragraph 7.

18. RECORDS.

a. Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services ("HHS") and the Comptroller General of the Government Accounting Office ("GAO"), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of the Services hereunder. In addition, **QMC** hereby agrees, if the Services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

b. In accordance with the requirements of **Provider's** original RFP (attached hereto for reference purposes only as Attachment E), during each year of the Term of this Agreement, **QMC** shall provide as part of its annual meeting with **Provider** a presentation of **QMC's** annual audited financial report.

c. **Provider** understands that all documentation provided to **QMC** by **Provider**, whether in electronic and/or paper form, are for the sole and express purpose of permitting **QMC** to provide the Services under this Agreement. It is **Provider's** responsibility to maintain all of its documents and business records, including copies of any documents or records provided to **QMC** ("**Provider**-Provided Records"). **QMC** does not act as **Provider's** records custodian. As a convenience to **Provider**, **QMC** will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (in compliance with federal and applicable state privacy laws) for such documentation, if those records are in **QMC's** possession at the time it receives such attorney request. For subpoenas, as

well as any requests beyond those deemed by **QMC** to be routine attorney requests, **QMC** shall forward such requests to **Provider** for disposition. **Provider** further understands and acknowledges that any paper documents provided to **QMC** will be converted to electronic format, and that **QMC** will not maintain paper copies of any such paper documents provided to it by **Provider**. **QMC** reserves the right to destroy any such paper documents upon their conversion to electronic format. **QMC** shall store all documentation in compliance with state and federal law.

d. During the term of this Agreement, **QMC** shall, upon **Provider's** written request, provide to **Provider**, in electronic format, copies of any **Provider**-Provided Records furnished to **QMC** by **Provider**, and any Claim Adjudication Documents generated by and received from insurers and payors in response to claims submitted by **QMC** on **Provider's** behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payors and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar nature.

e. Any documents, data, records, or information compiled in the course of **QMC's** provision of the Services under this Agreement other than those **Provider**-Provided Records and Claim Adjudication documents defined in Paragraphs 18(b) and (c), above, shall be the sole and exclusive property of **QMC** and shall be considered the business and/or proprietary records of **QMC**. **QMC** shall have no obligation to furnish any such business or proprietary records of **QMC** to **Provider**, and **Provider** shall have a right of access only to the **Provider**-Provided Records and Claim Adjudication Document, as defined in Paragraphs 18(b) and (c).

f. Should this Agreement be terminated for any reason, all documents and records to which **Provider** has a right of access under Paragraphs 18(b) and (c) of this Agreement shall be maintained in electronic format at a site convenient for a reasonable amount of time for any follow-up **QMC** has agreed to perform pursuant to this Agreement. Electronic copies of the records to which **Provider** has a right of access under Paragraphs 18(b) and (c) will be made available to **Provider** in electronic format acceptable to **QMC** at the **Provider's** written request within thirty (30) days following termination of this Agreement or within thirty (30) days of the payment of all outstanding invoices to **QMC** and following a written request for those records, whichever is greater. In other words, if **Provider** has any outstanding invoices due to **QMC**, **QMC** has no responsibility to respond to **Provider** record requests, **QMC** shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such **QMC**-generated reports to **Provider**.

g. Upon termination of this Agreement, **Provider** is responsible to notify all payors, patients, and other correspondents of its new address, phone number and contact information for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, **QMC** will forward to **Provider** all mail, deliveries, messages, or other communications sent in **Provider's** name to **QMC** for a period of thirty (30) days after the effective termination date of this Agreement; provided, however, **Provider** shall be responsible for reimbursing **QMC** for all costs associated with forwarding such correspondence to **Provider**.

After the completion of this 30-day period, **QMC** shall have no further duty to accept, maintain, copy, deliver, or forward such communication to **Provider** following termination of this Agreement.

19. CONFIDENTIALITY.

a. **General Provision.**

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state, and local laws and regulations regarding confidentiality of patient records. As a condition of the RFP issued by **Provider**, the parties shall sign the business associate agreement, which is incorporated herein and attached hereto as Attachment C on or before the effective date of this Agreement**.** In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

b. **Software.**

Provider acknowledges that the billing software used by **QMC** (the "Software") in performing the Services is proprietary and confidential and the sole property of **QMC**. **Provider** agrees: (i) that this Agreement does not and shall not be construed to confer upon **Provider**, any express or implied right, title or interest in or to any of the Software, (ii) that it will not assert any claim to the Software and will fully cooperate with **QMC** in protecting all of the intellectual property rights of **QMC** and its affiliates in and to the Software, (iii) it shall not, and shall not permit any other person to copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software, whether in whole or in part; (iv) that it shall strictly abide by **QMC**'s policies and procedures, in effect from time to time, setting forth the parties' rights and responsibilities with respect to the Software, (v) that it will not use the Software except in connection with services provided during the term of this Agreement, nor in any manner that may contravene any applicable law or impair the validity or enforceability of **QMC**'s intellectual property rights with respect to the Software, (vi) not to disclose to anyone other than its accountants and attorney any information it receives about the Software, copies of computer reports, **QMC**'s business practice or other trade secrets, (vii) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party, (viii) not to reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part, and (ix) not to bypass or breach any security device or protection used for or contained in the Software. **Provider** hereby agrees to fully perform all of its obligations in connection therewith as set forth herein.

c. **Terms of the Agreement.**

QMC and **Provider** agree that this Agreement and its terms and conditions shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

d. **Public Relations.**

QMC and **Provider** shall not issue or release, for publication or otherwise, any information, advertising, or publicity, which relates to this Agreement without prior written approval of the other party.

20. GOVERNING LAW AND FORUM SELECTION.

This Agreement and the rights of the parties hereunder, shall be deemed to have been made and entered into in West Virginia and shall be interpreted and determined in accordance with the laws of the West Virginia, without consideration of conflict of law principles.

21. DISPUTE RESOLUTION.

a. The parties agree that, in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship, they will make a good faith effort at mediating any disputes that may arise prior to resorting to litigation. Accordingly, if the parties are unable to resolve any disputes between them through informal means, they hereby agree that the dispute will be submitted to nonbinding mediation before any legal proceeding may be filed with any court. This mediation shall be conducted in Charleston, West Virginia, and each party agrees to be separately responsible for its respective attorneys' fees and all other legal costs and expenses, notwithstanding the settlement, outcome, or final resolution of any such mediation. Likewise, in the event that one party alleges a breach of this Agreement by the other party and provides written notice thereof in accordance with the provisions of this Agreement, the party alleged to be in breach shall be afforded the opportunity to cure the alleged breach pursuant to the provisions of Section 3(a)(i) of this Agreement. If the matter is not resolved to the satisfaction of the parties, then the matter must be mediated in accordance with the provisions of this section before arbitration claim may be filed. Further, the parties agree that all proceedings and communications in furtherance of, or in relation to, mediation shall be kept confidential by the parties to the greatest extent possible. No disclosure of any settlement award shall be made by either party except as required by law or as necessary or appropriate to effectuate the terms thereof.

b. In the event that mediation prescribed by this Section is unsuccessful, any dispute or controversy arising out of or relating to this Agreement (or any amendment or renewal thereof) shall finally determined by binding arbitration to be held in Charleston, West Virginia and shall be conducted in accordance with the rules and regulations of the American Arbitration Association ("AAA"). Notwithstanding the foregoing, this section shall not limit or restrict the parties with respect to matters for which an injunction, restraining order, writ of mandamus, specific performance or other equitable relief may be sought by a party hereunder. Judgment on the award rendered by the arbitration process may be entered and enforced by any court having jurisdiction thereof. Any arbitration hereunder shall be treated as confidential by all parties thereto, except as otherwise provided by law or as otherwise necessary to enforce any judgment or order issued by the arbitrators.

In any dispute or controversy that arises between the parties relating to or arising from this Agreement, each party agrees to be separately responsible for its respective attorneys' fees and all other legal costs and expenses, notwithstanding the settlement, outcome, or final resolution of any such dispute or controversy.

22. DRAFTER.

Both parties agree that they were provided a fair and reasonable time to evaluate and ask any questions about **QMC's** services and the terms and conditions of this Agreement. Each party further agrees that they are not acting under undue influence or based on unwritten promises in executing this Agreement and that execution of this Agreement is done freely, knowingly, and voluntarily. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

23. AMENDMENT; WAIVER.

The waiver of any breach of any provision of this Agreement does not operate and may not be construed as a waiver of any later breach. The provisions of this Agreement may be amended only with the prior written consent of **QMC** and **Provider**.

24. COUNTERPARTS.

This Agreement may be executed in counterparts and each counterpart will be considered an original. Together, the counterparts are one and the same Agreement.

25. INTERPRETATION.

Headings and captions are only for the convenience of the parties. They do not have substantive meaning. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of any party may require.

26. NO THIRD-PARTY BENEFICIARIES.

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than **QMC**, **Provider** and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

27. SURVIVAL.

Any provisions of this Agreement that impose an obligation after termination of this Agreement, including without limitation the provisions of Sections 3(c), 10, 11, 14, 27, and Attachment C shall survive the termination of this Agreement and shall continue to be binding on the parties.

28. ENTIRE AGREEMENT.

This Agreement and all of the Attachments to this Agreement set forth the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement. Each party has relied only on any written representations contain herein. In the event of any conflict between the terms of this

Agreement and the provisions of the Request for Proposal, attached hereto as Attachment E, the terms of this Agreement shall govern and control.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

[CITY OF CHARLESTON]	**QUICK MED CLAIMS, LLC**
BY:	BY:
_____	_____
[NAME] [TITLE]	S. Mark Talley Chief Executive Officer
DATE: _____	DATE: _____

ATTACHMENT A

SCHEDULE OF FEES

SERVICE FEES

NEW CLIENT ONBOARDING FEE (Conditionally Waived Subject to Section 2.c)

- ***$10,000.00***

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **[3.79]% of Collected Revenue**

ASSUMPTIONS AND DEFINITIONS

Collected Revenue will include all revenue that is collected and posted in the **QMC** billing system, net of refunds and payor takebacks, and reported to **Provider** on a monthly basis.

Estimated 44,000 claims per year based on the historical data provided.

INCLUDED TECHNOLOGY AND SERVICES

The following technology and services are included in our all-inclusive price proposal:

- Access to Industry Experts
- Account Management with Client Success Manager
- Automated Electronic Data Import from ePCR Software
- Billing and Reporting Software
- Client Team Meetings & Analytical Services
- Compassionate Billing & Patient Services
- Compliance Services & Regulatory Updates
- Comprehensive EMS Billing Services
- Data Export to Collection Agency, if desired
- eServices for Credit Card Processing
- HIPAA Compliant Interpretation Services Initial Documentation & Q-Bi Analytics Training
- Industry Benchmarking
- Invoice and Correspondence Printing and Postage
- Networking Opportunities with Peer Agencies
- Ongoing Annual Documentation Training
- Payment Processing
- Q-Bi Business Intelligence Tool
- Supplemental Education Opportunities – Webinars, podcasts, presentations, etc.
- 24/7/365 Client Access Portal

ATTACHMENT B

REPORTS

REPORTS

Operational and Financial Reporting. QMC shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. **Closing Balance Summary Report.** This report provides a summarized roll forward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.

2. **Charge Summary Report.** This report provides the detail of charges within the reporting period.

3. **Charge Adjustment Summary Report.** This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.

4. **Credit Summary Report.** This report provides a summary of all credits, including contractual adjustments, payments, refunds, and write-offs, which occurred within the reporting period.

5. **Credit Adjustment Summary Report.** This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.

6. **Payor Summary Report.** This report provides a summary of charges and credits associated with each payor.

7. **Payor Adjustments Summary Report.** This report provides a summary of all charge and credit adjustments associated with each payor.

8. **Payor Aging Report.** This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is made effective this [•], 2025 ("Effective Date"), by and between **[CITY OF CHARLESTON]** ("Covered Entity") and **QUICK MED CLAIMS, LLC** ("Business Associate").

RECITALS

[CITY OF CHARLESTON] is a "Covered Entity" as that term is defined under the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") (the Privacy Rule and the Security Rule are collectively called the "Privacy and Security Rules").

Covered Entity and Business Associate are, and maybe in the future, parties to one or more agreements under which Business Associate provides certain necessary services ("Services") to Covered Entity. All such agreements now existing between the parties, as the same may hereafter be amended, renewed, or extended, together with any such agreements entered into between the parties after the date of this BAA, together with any amendments, renewals, or extensions thereof, shall be subject to the terms and conditions hereof and shall collectively be referred to herein as the "Underlying Agreements." In connection with Business Associate's provision of Services to Covered Entity, Covered Entity discloses to Business Associate "Protected Health Information" ("PHI"), including "Electronic Protected Health Information" ("ePHI"), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate's receipt, use, disclosure, maintenance, storage, transmission, and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate's provision of Services to Covered Entity, when coupled with Covered Entity's disclosure of PHI to Business Associate, makes Business Associate a "business associate" of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this BAA is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), including modifications thereto made pursuant to the Omnibus Final Rule, and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, "HITECH") that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with HITECH and the Omnibus Final Rule's requirements to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity's disclosure of PHI to Business Associate, and Business Associate's use, disclosure, and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such receipt, use, disclosure, maintenance, storage, transmission, and/or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the

Privacy and Security Rules regarding the use and disclosure of PHI and ePHI, pursuant to this BAA and when and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

(a) Unless otherwise provided in this BAA, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.

(b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules, limited to the information created or received by Business Associate from or on behalf of Covered Entity. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.

(c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in the HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.

(d) "HIPAA" means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.

(e) "HITECH Act" means,Subtitle D of the Health Information Technology for Economic and Clinical Health Act.

(f) "Omnibus Final Rule" means the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, as published at 78 FR 5565 on January 25, 2013, when and as effective.

(g) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security Incidents shall not include routine activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access to Protected Health Information, or any use or disclosure of Protected Health Information.

2. Scope of Uses and Disclosures by Business Associate.

(a) In General. Except as otherwise limited in this BAA or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or Services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Business Associate, subject to Section 2(b) and (c) below.

(b) Use of PHI. Except as otherwise limited in this BAA or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(c) Disclosure of PHI. Except as otherwise limited in this BAA or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within ten (105) business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Data Aggregation. Except as otherwise limited in this BAA or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

(e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and its implementing regulations) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.

(f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees not to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH or the Omnibus Final Rule without individual authorization, unless (i) specifically required for the provision of Services under the Underlying Agreement; (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.

(g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

(h) Off-Shoring of PHI. Business Associate will not and will not permit any employee, agent, contractor, or subcontractor to transmit, access, store, maintain,

use, or disclose PHI to or by any person or organization physically located outside of the United States or any U.S. Territory. Notwithstanding the foregoing, Covered Entity consents to Business Associate making available PHI for viewing to Business Associate's offshore business process outsourcing vendors and viewing of PHI by Business Associate's business process outsourcing vendors outside the United States.

3. Obligations of Business Associate.

(a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this BAA or as required by law.

(b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this BAA. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.

(c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this BAA or applicable law.

(d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this BAA of which Business Associate becomes aware within ten (10) business days.

(e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same or substantially similar extent Business Associate is required to comply.

(f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books, and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules and HITECH, subject to any applicable legal privileges.

(g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, when and as required HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, when and as required by

HITECH.

(h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity, when and as required by HITECH.

(i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.

(j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this BAA or as required by law, including the following:

(i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);

(ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);

(iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security, which may include encryption);

(iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and

(v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.

(k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, shall store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a

commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.

(l) Civil and Criminal Liability. Business Associate acknowledges that it is directly liable under applicable civil and criminal enforcement provisions set forth at 42 USC §§1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any use or disclosure requirements of this BAA with respect to PHI and for failure to comply with its direct obligations under the Privacy and Security Rules and HITECH.

(m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than ten (10) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach; (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach; (iii) a description of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach; (iv) any preliminary steps taken to mitigate the damage; and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense in the event of a Breach caused by the Business Associate.

(n) Audit Rights. Business Associate shall, upon reasonable advance written notice, during regular business hours, grant Covered Entity, its agents and representatives,

access to documentation of Business Associate's records with respect to HIPAA compliance for the purpose of confirming and verifying compliance.

4. Obligations of Covered Entity.

(a) Limitation in Notice of Privacy Practices. Covered Entity will notify Business Associate of any limitation in Covered Entity's Notice of Privacy Practices in accordance with the Privacy Rule, to the extent that the limitation may affect Business Associate's use or disclosure of PHI.

(b) Changes in Permission by Individual. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that the change may affect Business Associate's use or disclosure of PHI.

(c) Restriction on Use/Disclosure of PHI. Covered Entity will notify Business Associate of any restriction on the use or disclosure of PHI that has been agreed to with an Individual and any restrictions on marketing or fundraising to the extent that the restriction may affect Business Associate's use or disclosure of PHI.

(d) Permitted by the Privacy Rule or HITECH. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or HITECH if done by a Covered Entity, except to the extent Business Associate will use or disclose PHI for, and this BAA includes provisions for, Data Aggregation by or management, administrative, and legal activities of Business Associate.

5. Term and Termination.

(a) Term of the BAA. The term of this BAA shall end upon termination as outlined below.

(b) Termination for Breach. Either party may terminate this BAA if it determines that the other party has breached a material term of this BAA. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this BAA and report the breaching party to the Secretary.

(c) Automatic Termination. This BAA will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.

(d) Effect of Termination. Upon termination of this BAA, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, then Business Associate will extend the protections of this BAA to the PHI and will limit further uses and disclosures to those purposes

that make the return or destruction of the information infeasible.

6. Agreement to Amend as Needed. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, and any other implementing regulations or guidance.

7. Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HITECH.

8. Survival. The obligations of Business Associate under Sections 5(d) of this BAA survive any termination of this BAA.

9. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything in this BAA confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

10. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this BAA shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this BAA.

11. Equitable Relief. In the event of a breach by Business Associate of any of Business Associate's obligations hereunder, Covered Entity shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain interim, interlocutory and permanent injunctive relief without the necessity of posting a bond or proving either actual damage or that any irreparable harm would or might result from a failure to obtain such injunctive relief, it being acknowledged and agreed by all parties hereto that any such breach will cause irreparable harm to Covered Entity and that monetary damages, alone, will not provide an adequate remedy (provided that no provision of this BAA shall preclude Covered Entity from seeking and collecting monetary damages).

12. General Administrative Provisions.

(a) Points of Contact. For purposes of notice and other communications regarding this BAA, the parties initially appoint the following individuals to serve as points of contact:

For Covered Entity:

[NAME]
[ADDRESS]
[CITY, STATE ZIP]
ATTN: [•]

For Business Associate:

Quick Med Claims, LLC
1400 Lebanon Church Road
Pittsburgh, Pennsylvania 15236
ATTN: S. Mark Talley, Chief Executive Officer

Either party may change its designated point of contact by written notice to the other.

Any notices required by this BAA will be sent to the above-named Point of Contact of by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient; (ii) personally delivered; or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal; (ii) the date shown on the registered mail, certified mail, or private delivery service receipt; (iii) the date personally delivered; or (iv) two (2) business days after the date of mailing of a notice sent by regular mail.

(b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this BAA or affect its purpose.

(c) In the event that any of the provisions or portions of this BAA are inconsistent with or are in conflict with the Underlying Agreement between the parties, the provisions of this BAA shall be controlling and shall override the conflicting provisions of the Underlying Agreement.

(d) In the event that any of the provisions or portions of this BAA are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.

(e) The waiver by a party of any breach of any term, covenant, or condition in this BAA will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this BAA. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this BAA other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.

(f) This BAA constitutes the entire agreement among the parties with respect to the subject matter of this BAA and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.

(g) Covered Entity and Business Associate represent agree that as to the Underlying Agreements, Business Associate is in independent contractor of Covered Entity, and that they are independent contractors as regards and for the purposes of this BAA, and neither is an agent of or on behalf of the other.

(h) This BAA may be executed in one or more counterparts, any one of which may be considered an original copy. Signatures by facsimile or in portable document format ("PDF") shall be accepted by the parties as original signatures.

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
[CITY OF CHARLESTON]	**QUICK MED CLAIMS, LLC**
By: _____	By: _____
Printed Name: [•]	Printed Name: S. Mark Talley
Title: [TITLE]	Title: Chief Executive Officer
Date: _____	Date: _____

ATTACHMENT D

[CITY OF CHARLESTON] RATE SCHEDULE

[INSERT CITY RATE SCHEDULE]

ATTACHMENT E

REQUEST FOR PROPOSAL AND QMC RESPONSE

Bill No. 8062

Introduced in Council:	**Adopted by Council:**
August 4, 2025	
Introduced by:	**Referred to:**
Becky Ceperley	**Finance**

Bill No. 8062 - A BILL to amend and reenact Section 54-105 of the Municipal Code of the City of Charleston, as amended, to amend and reenact Section 66-64 of said Code, and to amend and reenact Section 86-106 of said Code, all relating to updating legal holidays; defining the benefit to law enforcement officers who are required to work an unscheduled shift on a legal holiday; codifying Juneteenth as a legal holiday in the City; consolidating lists of legal holidays to one section of said Code; and making technical corrections throughout.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Section 54-105 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted; the Section 66-64 of said Code be amended and reenacted; and that Section 86-106 of said Code be amended and reenacted, all to read as follows:

CHAPTER 54 – FIRE PREVENTION AND PROTECTION.
ARTICLE II. – FIRE DEPARTMENT.
DIVISION 3. – VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.

Sec. 54-105. – Legal holidays.

(a) The ~~following days~~ holidays set forth in subsection (a) of Section 86-106 of this Code shall be regarded, treated and observed as legal holidays for fire department employees.

~~(1) January 1, New Year's Day;~~
~~(2) The third Monday of January, Martin Luther King's Birthday;~~
~~(3) The third Monday of February, Presidents' Day;~~
~~(4) The last Monday in May, Memorial Day;~~
~~(5) June 20, West Virginia Day;~~
~~(6) July 4, Independence Day;~~
~~(7) The first Monday of September, Labor Day;~~
~~(8) The second Monday of October, Columbus Day;~~
~~(9) November 11, Veterans Day;~~
~~(10) The fourth Thursday and Friday of November, Thanksgiving Day Holidays;~~
~~(11) December 25, Christmas Day;~~

~~(12) Any national, state or other election day throughout the district or municipality wherein the election is held, provided, that if a special or other election of a political subdivision other than the City of Charleston falls on a Saturday or Sunday, the City of Charleston may choose not to recognize the day of the election as a holiday if a majority of the City of Charleston City Council votes not to recognize the day of the election as a holiday; and~~

~~(13) All days which may be appointed or recommended by the mayor, the governor or the President of the United States as days of thanksgiving or for the general cessation of business.~~

~~When any of such days or dates falls on Saturday or Sunday, either the preceding Friday or the succeeding Monday shall be regarded, treated and observed as such legal holiday.~~

(b) Uniformed members on 24-hour shift duty who are required to receive additional compensation for legal holidays pursuant to W. Va. Code § 8-15-10a shall, upon the occurrence of a legal holiday, regardless of whether the member is required to work on the legal holiday or the legal holiday occurs on the member's regularly scheduled day off, shall either be:

(1) Paid at a rate of one and one-half times the member's regular rate of pay for 24 hours; or

(2) Allowed equal time off at such time as may be approved by the fire chief or his or her designee.

(c) Uniformed members on a 40-hour week who are required to work on a legal holiday, or if the legal holiday occurs on their regularly scheduled day off shall be allowed up to one working day (eight consecutive hours) of time off, at such time as approved by the fire chief or his or her designee.

CHAPTER 66 – LAW ENFORCEMENT.
ARTICLE II. – POLICE DEPARTMENT.
DIVISION 2. – DUTY HOURS, HOLIDAYS AND OTHER LEAVE.

Sec. 66-64. – Legal holidays.

(a) The ~~following days~~ holidays set forth in subsection (a) of Section 86-106 of this Code shall be regarded, treated and observed as legal holidays for police department employees.

~~(1) January 1, New Year's Day;~~
~~(2) The third Monday of January, Martin Luther King's Birthday;~~
~~(3) The third Monday of February, Presidents' Day;~~
~~(4) The last Monday in May, Memorial Day;~~
~~(5) June 20, West Virginia Day;~~
~~(6) July 4, Independence Day;~~
~~(7) The first Monday of September, Labor Day;~~
~~(8) The second Monday of October, Columbus Day;~~

~~(9) November 11, Veterans Day;~~

~~(10) The fourth Thursday and Friday of November, Thanksgiving Day Holidays;~~

~~(11) December 25, Christmas Day;~~

~~(12) Any national, state or other election day throughout the district or municipality wherein the election is held, provided, that if a special or other election of a political subdivision other than the City of Charleston falls on a Saturday or Sunday, the City of Charleston may choose not to recognize the day of the election as a holiday if a majority of the City of Charleston City Council votes not to recognize the day of the election as a holiday; and~~

~~(13) All days which may be appointed or recommended by the mayor, the governor or the President of the United States as days of thanksgiving or for the general cessation of business.~~

~~When any of such days or dates falls on Saturday or Sunday, either the preceding Friday of the succeeding Monday shall be regarded, treated and observed as such legal holiday.~~

(b) A sworn member of the police department who is assigned to an eight-hour shift schedule and is required to work on a legal holiday, ~~as set forth in subsection (a) of this section,~~ shall either be paid for those hours worked during the holiday period, not to exceed eight hours, at ~~his~~ the member's regular hourly rate of pay or be allowed to add up to eight hours of equal time off, which may be taken at such time as approved by the chief of police. If the legal holiday falls on ~~his~~ the member's regularly scheduled day off, ~~he~~ they shall be allowed eight hours of equal time off, which may be taken at such time as approved by the chief of police.

(c) A sworn member of the police department who is assigned to a 12-hour shift schedule and is required to work ~~his~~ the entire 12 hours on a legal holiday, ~~as set forth in subsection (a) of this section,~~ shall either be paid for an extra 12 hours at ~~his~~ the member's regular hourly rate or be allowed to add 12 hours of equal time off, which may be taken at such time as approved by the chief of police. If the legal holiday falls on ~~his~~ the member's regularly scheduled day off, and the member is not required to work for an unscheduled reason, ~~he~~ they shall be allowed 12 hours of equal time off, which may be taken at such time as approved by the chief of police.

(d) A sworn member of the police department who is assigned to a 12-hour shift schedule and is required to work a portion of ~~his~~ the member's 12-hour shift on a legal holiday, ~~as set forth in subsection (a) of this section,~~ shall, for those hours actually worked during the holiday period, either be paid an amount equal to ~~his~~ the member's regular hourly rate times the period of time worked on the holiday or be allowed to add an equal amount of time off, which may be taken at such time as approved by the chief of police. For that portion of ~~his~~ the member's 12-hour shift that does not fall within the holiday period, the member shall be allowed an equal amount of time off, which may be taken at such time as approved by the chief of police.

(e) A sworn member of the police department who is assigned to a 12-hour shift

schedule where a legal holiday falls on their regularly scheduled day off and who is required to work for an unscheduled reason, shall be paid an amount equal to the member's regular hourly rate times the period of time worked on the legal holiday and, in lieu of the additional hours of equal time off, as set forth in subsections (c) or (d) of this section, may choose to be paid an extra hour for each hour worked at the member's regular hourly rate. Any extra hours paid will be reduced from the hours of equal time off, as set forth in subsections (c) or (d) of this section, as applicable.

CHAPTER 86 – PERSONNEL MANAGEMENT AND PRACTICES.
ARTICLE II. – NON-UNIFORMED PERSONNEL.
DIVISION 1. – PERSONNEL RULES AND ADMINISTRATIVE POLICIES ESTABLISHED.

Sec. 86-106. – Holidays.

(a) The City of Charleston observes the following paid holidays:
(1) January 1 (New Year's Day);
(2) The third Monday of January (Martin Luther King Day);
(3) The third Monday of February (Presidents Day);
(4) The last Monday of May (Memorial Day);
(5) June 19 (Juneteenth)
~~(5)~~ (6) June 20 (West Virginia Day);
~~(6)~~ (7) July 4 (Independence Day);
~~(7)~~ (8) The first Monday of September (Labor Day);
~~(8)~~ (9) The second Monday of October (Columbus Day);
~~(9)~~ (10) November 11 (Veterans Day);
~~(10)~~ (11) The fourth Thursday and Friday of November (Thanksgiving Day Holidays);
~~(11)~~ (12) December 25 (Christmas Day);
~~(12)~~ (13) Any day on which a national, state or other governmental election is conducted within the City of Charleston;
~~(13)~~ (14) Any day proclaimed or ordered by the mayor~~, the governor, or the President of the United States~~ as a day of special observance or Thanksgiving, or for the general cessation of business.

(b) When any such days or dates identified in subsection (a) above falls on Saturday, the preceding Friday shall be regarded, treated and observed as such legal holiday. When any of such days or dates identified in ~~Section~~ subsection (a) above falls on Sunday, the succeeding Monday shall be regarded, treated and observed as such legal holiday; provided this ~~Section~~ subsection (b) shall not apply to ~~subsections 12 and 13~~ subdivisions (13) and (14) of ~~Section~~ subsection (a) above. Notwithstanding the foregoing, when the Juneteenth and/or West Virginia Day Holiday fall on a Saturday and/or Sunday, the holidays shall be observed by the City of Charleston on both the Friday preceding the weekend and the Monday following the weekend.

(c) An employee who requests sick leave on the last working day preceding or

the first working day following a holiday shall not receive regular compensation for the holiday if it is determined that sick leave was taken in a manner inconsistent with this Code or the Personnel Rules and Administrative Policies.

(d) If a holiday as identified in subsection (a), but excluding ~~subsections (12) and (13)~~ subdivisions (13) and (14) of subsection (a) of this section when occurring on a Saturday or Sunday, is observed on a full-time employee's regularly scheduled day off, the employee shall be compensated by straight time pay or an additional day off in lieu thereof. The determination of whether compensation will consist of pay or an additional day off shall be at the discretion of the City Manager on a case-by-case basis. If compensated by pay, such pay shall be for a normal working day at the straight hourly equivalent rate for ~~his~~ the employee's position classification.

(e) Upon request to ~~his/her~~ an employee's department head, a full-time employee who is required to work on an election day, as identified in ~~subsection (12)~~ subdivision (13) of subsection (a) in this section, shall be provided with reasonable time and opportunity during ~~his/her~~ the employee's work day to vote, without any reduction in pay or leave, if applicable.

(f) Alternate holiday leave procedures may apply, as required by business need, to personnel who are normally scheduled to work holidays as a part of their regular work shift.

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

Pension Fund	City of Charleston Firemen's Pension & Relief Fund
Treasurer	Benjamin D. Adams
Municipality	City of Charleston
Fiscal Year (July 1 - June 30)	July 1, 2024 through June 30, 2025

Actuarial Funding Method

	Standard Funding Method
X	Optional Funding Method
	Alternative Funding Method (107%)
	% Necessary to Maintain Plan Solvency for 15 Years

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year

Item				Amount
Beginning Fair Value of Pension Plan	**July 1 (cash value)**			**$ 58,734,206.00**
a. Prior year net receivable/payable				$ (846,697.00)
Beginning Fair Value of Pension Plan	**July 1 (accrued value)**			**$ 57,887,509.00**
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010	Percent of Gross Salary	8.00%	$ 361,613.00	
b. For Employees hired on or after Jan. 1, 2010	Percent of Gross Salary	9.50%	$ -	
c. Total Employee Contributions				$ 361,613.00
2. Government Contributions				
a. From Parent Local Government	Required employer contributions from your municipality		$ 6,733,824.00	
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			$ -	
c. Additional Employer Contributions From Your Municipality			$ 421,176.00	
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		$ 2,506,744.00	
e. Total Government Contributions				$ 9,661,744.00
3. Receivable Contributions				
a. Employee Contributions			$ -	
b. Local Government Contributions			$ -	
c. State Government Contributions			$ -	
d. Other Contributions			$ -	
e. Total Receivable Contributions				$ -
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments			$ 6,057,659.00	
b. Net Realized Gain/(Loss) on Sale/Exchange			$ -	
c. Interest and Dividends			$ 66,170.00	
d. Other Income			$ -	
e. Investment Expenses **(enter as negative)**			$ (600.00)	
f. Receivable Investment Income			$ -	
g. Payable Investment Expenses **(enter as negative)**			$ -	
h. Total Earnings on Investments				$ 6,123,229.00
5. All Other Revenues				
Please Specify				$ -
Total Revenues	The sum of items I.1. through I.7.			**$ 16,146,586.00**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

Item			Amount
II Expenditures During Fiscal Year	Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid			
Retirement, disability, survivor and any other benefits.			$ 9,545,594.00
2. Withdrawals			
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment			$ -
3. Administration Expenses			
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.			
a. Municipal Administration	Municipal administration fees.	$ -	
b. Other Administration	Example: Pension Secretary expenses; Rent; etc.	$ 20,667.00	
c. Total Administration Expenses			$ 20,667.00
4. Payables			
Monies payable after the end of the fiscal year			
a. Benefit Payments		$ 862,461.00	
b. Withdrawals		$ -	
c. Administration Expenses		$ 50.00	
d. Total Payables			$ 862,511.00
Total Expenditures	The sum of items II.1. through II.4		**$ 10,428,772.00**
Net Income/(Loss)			**$ 5,717,814.00**
Ending Fair Value of Pension Plan	**June 30 (cash value)**		**$ 64,467,834.00**
a. Net receivable/payable			**$ (862,511.00)**
Ending Fair Value of Pension Plan	**June 30 (accrued value)**		**$ 63,605,323.00**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Short-Term Investments		Percent of Total Assets	2.25%
Institution or Bank	Type of Account	Fair Value	
a. Wesbanco	Checking	$ 1,409,816.00	
b.	Non-Interest Bearing	$ -	
c.	Savings or Money Market Account	$ -	
d.	Certificates of Deposit	$ -	
e.	Re-Purchase Agreements	$ -	
f. WV Investment Management Board	Short-term Fixed Income Pool	$ 21,471.00	
			Fair Value
Total Cash and Short-Term Investments	The sum of items 1.a. through 1.f.		$ 1,431,287.00
2. Fixed Income		Percent of Total Assets	14.77%
Institution	Type of Account	Fair Value	
a. WV Investment Management Board	Core Fixed Income	$ 4,696,555.00	
b. WV Investment Management Board	TIPS	$ -	
c. WV Investment Management Board	Total Returned Fixed Income	$ 4,696,667.00	
			Fair Value
Total Fixed Income (at fair value)	The sum of items 2.a. through 2.c.		$ 9,393,222.00
3. Equity Funds		Percent of Total Assets	21.99%
Institution	Type of Account	Fair Value	
a. WV Investment Management Board	Large Cap Domestic Equity	$ -	
b. WV Investment Management Board	Non-Large Cap Domestic Equity	$ 2,776,422.00	
c. WV Investment Management Board	International Equity	$ 7,728,034.00	
d. WV Investment Management Board	International Qualified	$ 3,479,546.00	
			Fair Value
Total Equity Funds (at fair value)	The sum of items 3.a. through 3.d.		$ 13,984,002.00
4. Alternative Funds		Percent of Total Assets	62.35%
Institution	Type of Account	Fair Value	
a. WV Investment Management Board	Hedge Fund	$ 6,940,735.00	
b. WV Investment Management Board	Private Equity	$ 32,718,588.00	
c. WV Investment Management Board	Real Estate	$ -	
			Fair Value
Total Alternative Funds (at fair value)	The sum of items 4.a. through 4.c.		$ 39,659,323.00
5. Receivables and Payables		Percent of Total Assets	-1.36%
	Type	Fair Value	
a.	Receivable Contributions	$ -	
b.	Receivable Investment Income	$ -	
c.	Payable Investment Expense	$ -	
d.	Payable Benefits, Withdrawals, and Admin Expenses	$ (862,511.00)	
			Fair Value
Net Receivable/(Payable)	The sum of items 5.a. through 5.d.		$ (862,511.00)
Total Assets	**Sum of 1. through 5.**		$ 63,605,323.00
6. Total return on investments for the period of July 1 thru June 30	(Obtain from Investment Management Board)		10.61%

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

PART III - Membership and Beneficiaries

* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipents to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
I. Members of your Pension Fund	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	53.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		173.00
2. Disability Retirees	Includes the new applications approved during reporting period	35.00
a. Number of Disability Applications received during the fiscal year		2.00
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		2.00
(2.) Disability Applications Denied during Fiscal Year		0.00
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		66.04%
4. Survivors (of Deceased Members) Drawing Benefits		50.00

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

Pension Fund	City of Charleston Policemen's Pension & Relief Fund
Treasurer	Benjamin D. Adams
Municipality	City of Charleston
Fiscal Year (July 1 - June 30)	July 1, 2024 through June 30, 2025

Actuarial Funding Method

	Standard Funding Method
X	Optional Funding Method
	Alternative Funding Method (107%)
	% Necessary to Maintain Plan Solvency for 15 Years

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year

Item				Amount
Beginning Fair Value of Pension Plan	**July 1 (cash value)**			**$ 61,651,563.00**
a. Prior year net receivable/payable				$ (566.00)
Beginning Fair Value of Pension Plan	**July 1 (accrued value)**			**$ 61,650,997.00**
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010		Percent of Gross Salary 8.00%	$ 444,695.00	
b. For Employees hired on or after Jan. 1, 2010		Percent of Gross Salary 9.50%	$ -	
c. Total Employee Contributions				$ 444,695.00
2. Government Contributions				
a. From Parent Local Government	Required employer contributions from your municipality		$ 6,174,142.00	
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)				
c. Additional Employer Contributions From Your Municipality			$ 410,858.00	
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		$ 2,366,148.00	
e. Total Government Contributions				$ 8,951,148.00
3. Receivable Contributions				
a. Employee Contributions			$ -	
b. Local Government Contributions			$ -	
c. State Government Contributions			$ -	
d. Other Contributions			$ 1,730.00	
e. Total Receivable Contributions				$ 1,730.00
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments			$ 6,403,820.00	
b. Net Realized Gain/(Loss) on Sale/Exchange			$ -	
c. Interest and Dividends			$ 59,112.00	
d. Other Income			$ -	
e. Investment Expenses **(enter as negative)**			$ (600.00)	
f. Receivable Investment Income			$ -	
g. Payable Investment Expenses **(enter as negative)**			$ -	
h. Total Earnings on Investments				$ 6,462,332.00
5. All Other Revenues				
Please Specify	Military Buyback Revenues			$ 2,949.00
Total Revenues	The sum of items I.1. through I.7.			**$ 15,862,854.00**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

Item			Amount
II Expenditures During Fiscal Year	Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid			
Retirement, disability, survivor and any other benefits.			$ 9,442,379.00
2. Withdrawals			
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment			$ -
3. Administration Expenses			
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.			
a. Municipal Administration	Municipal administration fees.	$ -	
b. Other Administration	Example: Pension Secretary expenses; Rent; etc.	$ 16,497.00	
c. Total Administration Expenses			$ 16,497.00
4. Payables			
Monies payable after the end of the fiscal year			
a. Benefit Payments		$ -	
b. Withdrawals		$ -	
c. Administration Expenses		$ 150.00	
d. Total Payables			$ 150.00
Total Expenditures	The sum of items II.1. through II.4		**$ 9,459,026.00**
Net Income/(Loss)			**$ 6,403,828.00**
Ending Fair Value of Pension Plan	**June 30 (cash value)**		**$ 68,053,245.00**
a. Net receivable/payable			**$ 1,580.00**
Ending Fair Value of Pension Plan	**June 30 (accrued value)**		**$ 68,054,825.00**

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Short-Term Investments	Percent of Total Assets	1.93%
Institution or Bank	Type of Account	Fair Value
Wesbanco	Checking	$ 1,295,232.00
b.	Non-Interest Bearing	$ -
c.	Savings or Money Market Account	$ -
d.	Certificates of Deposit	$ -
e.	Re-Purchase Agreements	$ -
WV Investment Management Board	Short-term Fixed Income Pool	$ 17,251.00
		Fair Value
Total Cash and Short-Term Investments	The sum of items 1.a. through 1.f.	$ 1,312,483.00

2. Fixed Income	Percent of Total Assets	14.60%
Institution	Type of Account	Fair Value
a. WV Investment Management Board	Core Fixed Income	$ 4,967,753.00
b. WV Investment Management Board	TIPS	$ -
c. WV Investment Management Board	Total Returned Fixed Income	$ 4,967,929.00
		Fair Value
Total Fixed Income (at fair value)	The sum of items 2.a. through 2.c.	$ 9,935,682.00

3. Equity Funds	Percent of Total Assets	21.73%
Institution	Type of Account	Fair Value
a. WV Investment Management Board	Large Cap Domestic Equity	$ -
b. WV Investment Management Board	Non-Large Cap Domestic Equity	$ 2,936,398.00
c. WV Investment Management Board	International Equity	$ 8,172,791.00
d. WV Investment Management Board	International Qualified	$ 3,680,250.00
		Fair Value
Total Equity Funds (at fair value)	The sum of items 3.a. through 3.d.	$ 14,789,439.00

4. Alternative Funds	Percent of Total Assets	61.64%
Institution	Type of Account	Fair Value
a. WV Investment Management Board	Hedge Fund	$ 7,340,168.00
b. WV Investment Management Board	Private Equity	$ 34,610,692.00
c. WV Investment Management Board	Real Estate	$ -
		Fair Value
Total Alternative Funds (at fair value)	The sum of items 4.a. through 4.c.	$ 41,950,860.00

5. Receivables and Payables	Percent of Total Assets	0.10%
	Type	Fair Value
a.	Receivable Contributions	$ 1,730.00
b. Prepaid Federal Taxes	Receivable Investment Income	$ 64,781.00
c.	Payable Investment Expense	$ -
d.	Payable Benefits, Withdrawals, and Admin Expenses	$ (150.00)
		Fair Value
Net Receivable/(Payable)	The sum of items 5.a. through 5.d.	$ 66,361.00

Total Assets	**Sum of 1. through 5.**	**$ 68,054,825.00**

6. Total return on investments for the period of July 1 thru June 30	(Obtain from Investment Management Board)	10.61%

Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)
Schedule for Plans that Invest with the Investment Management Board (IMB)

PART III - Membership and Beneficiaries

* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipents to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
I. Members of your Pension Fund	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	59.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	3.00
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		150.00
2. Disability Retirees	Includes the new applications approved during reporting period	35.00
a. Number of Disability Applications received during the fiscal year		0.00
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		0.00
(2.) Disability Applications Denied during Fiscal Year		0.00
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		59.32%
4. Survivors (of Deceased Members) Drawing Benefits		43.00

MUNICIPAL COURT
CITY OF CHARLESTON

Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079

Matt Smith, Judge **Adam Campbell, Clerk**

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: August 5, 2025
RE: July 2025 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,448
Criminal Violations: 272
Traffic Violations: 1,176
Parking:
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): $644.00
Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Matt Smith, Judge
Miles Cary, City Clerk
Ben Adams, Treasurer
Scott Dempsey, Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Sgt. Troy VanHorn, CPD
Nikki Smith, City Clerk's Office
Andrew Workman, Mayor's Office

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT Page: 1

Report For July 1, 2025 Thru July 31, 2025 FILEDST

Violations by Filed Date...

TRAFFIC		1,176	
CRIMINAL		272	
	Total Filed Violations		1,448

Completed Cases...

Paid Fine...

TRAFFIC		393	
CRIMINAL		15	
	Total Paid Fines		408

Before Judge...

TRAFFIC		8	
CRIMINAL		3	
	Total Before Judge		11
	Total Completed		419

Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC		4	
CRIMINAL		3	
	Total		7

DISMISSED(PRESENTED INSURANCE)

TRAFFIC		42	
CRIMINAL		0	
	Total		42

DISMISSED (PRESENTED DL)

TRAFFIC		18	
CRIMINAL		0	
	Total		18

DISMISSED STORE CLOSED

TRAFFIC		0	
CRIMINAL		1	
	Total		1

DISMISSED (PROSECUTOR'S ORDER)

TRAFFIC		37	
CRIMINAL		12	
	Total		49

Dismissed at Officers Request

TRAFFIC		32	
CRIMINAL		1	

	Total		33
DISMISSED PRESENTED RECORDS			
TRAFFIC		185	
CRIMINAL		4	
	Total		189
DISMISSED AFTER PT DIVERSION			
TRAFFIC		15	
CRIMINAL		48	
	Total		63
Dismissed Pursuant to Plea			
TRAFFIC		75	
CRIMINAL		93	
	Total		168
DISMISSED VICTIM/WITNESS FTA			
TRAFFIC		0	
CRIMINAL		6	
	Total		6
DISMISSED WITHOUT PREJUDICE			
TRAFFIC		3	
CRIMINAL		21	
	Total		24
RECORDS DESTROYED - CLOSED			
TRAFFIC		1	
CRIMINAL		0	
	Total		1
VOIDED DOCKET			
TRAFFIC		10	
CRIMINAL		3	
	Total		13
	Total Other Completed		614
	Grand Total Completed		1,033
	Net Difference Filed/Complete		415

Warrants...

Issued...			
TRAFFIC		29	
CRIMINAL		250	
	Total Violations		279
	Total Warrants Issued		279
Cleared...			
TRAFFIC		39	

CRIMINAL	190	
Total Violations		229
Total Warrants Cleared		229
Change in Total Warrants		50

Other Paid Cases...

Paid Fine...

Total Other Paid Fines		62

FINE	FINE	$21,532.35
LAWFND	LAW ENFORCE. TRAIN STATE	$3,709.00
LAWLOC	LAW ENFORCE. TRAIN (LOCAL)	$1,460.00
CVC	CRIME VICTIM'S FUND	$2,560.30
ADMIN	ADMINISTRATIVE COST	$640.00
JAILF	REGIONAL JAIL CORR.	$12,369.20
OP	OVER PAYMENT	$8.00
CCF	COMMUNITY CORRECTIONS FUND	$280.00
REST	RESTITUTION	$644.00
Total Fees/Fines Paid		$43,202.85

Monthly Report – Definition Key

Violations by Filed Date:
Violations keyed into the Court software during the month
Completed Cases:
Cases where the fine and court costs were paid in full and the case was closed during the month.
Before Judge:
Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.
Other Completed -Dismissed (By Complainant):
The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.
Defendant Deceased:
Cases dismissed because the defendant died.
Dismissed Officer Fail to Pros:
Cases dismissed because the officer failed to appear in Court.
Dismissed (presented insurance):
Cases dismissed because the defendant presented valid proof of insurance for the offense date.
Dismissed (presented DL):
Cases dismissed because the defendant presented a valid driver's license.
Dismissed Mistaken Identity:
Cases dismissed cases on the City Attorney's motion due to mistaken identity.
Dismissed (Prosecutor's Order):
Cases dismissed on the City Attorney's motion or as a result of a plea agreement.
Dismissed Presented Records:
Cases dismissed because the defendant presented records to satisfy a code or Court requirement.
Dismissed After PT Diversion:
Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.
Dismissed Victim/Witness FTA:
Cases dismissed because the witness or victim did not appear in Court for trial.
Dismissed without prejudice:
Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.
Dismissed No Drug Results:
Drug results were not received for trial.
Dismissed – Officer Not With City
Officer/Witness is no long employed by the City.
Warrants
The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.
Cleared:
The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.
Other Paid Cases:
The Court received a partial payment for a case; however, the defendant still has a balance due.
Search Warrant Issued:
A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is <u>not</u> indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.

Bill No. 8061

Introduced in Council:	**Adopted by Council:**
August 18, 2025	
Introduced by:	**Referred to:**
Caitlin Cook and Joseph Jenkins	**Ordinance & Rules**

Bill No. 8061 - A BILL to amend and reenact Section 54-191 of the Municipal Code of the City of Charleston, as amended, relating to prohibiting the use of fireworks in any City park or on City-owned property without approval.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Section 54-191 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

Sec. 54-191. - Consumer fireworks; regulations, prohibited actions, and exceptions.

(a) Any person igniting, discharging, detonating or otherwise using (hereinafter, collectively "use" or "using") consumer fireworks within the city and, consistent with W. Va. State Code § 8-12-19, within one mile beyond the corporate limits of the city, but not including areas within the corporate limits of another municipality, shall:

(1) Not be under the influence of intoxicating liquor, non-intoxicating beer, any controlled substance, or any combination thereof; and

(2) Be 18 years of age or older or shall be under the direct supervision of his or her parent, guardian, or other adult person responsible for the care and custody of the minor; and

(3) Be responsible for the prompt removal of all debris resulting from the use of fireworks and such completed removal shall not exceed 24 hours after use; and

(4) Be financially responsible for cleanup costs and/or damages resulting from the use of fireworks; and

(5) Be responsible for all costs associated with fire suppression efforts related to the use of fireworks; and

(6) Not use fireworks within 100 feet of any building or structure unless permission of the owner of the building or structure has been obtained or in any City park or on City-owned property without the advanced written approval of the City of Charleston; and

(7) Not use fireworks from any motor vehicle or boat; and

(8) Store fireworks in a safe, secure and responsible manner, and separate from any possible ignition source; and

(9) Not use fireworks in a manner that fireworks travel through, come in contact

with, discharge, or explode on any public street, highway, or sidewalk, or in or on any building, or near any person, or within 500 feet of any location posing a special fire danger, such as a gas station, chemical storage area or other similar location; and

(10) Not use fireworks during periods of very high or extreme fire danger as determined by the Charleston Fire Department or the West Virginia Division of Forestry, or while wind conditions are such that proper fireworks control cannot be exercised; and

(11) Not be permitted to use fireworks, except between the hours of 11:00 a.m. and 11:00 p.m., on Memorial Day, Independence Day and Labor Day, or between 11:00 am on December 31 and 1:00 am on January 1; provided, however, that a person may request permission from the chief of police to use fireworks for a special event or occasion at other days or times not regularly permitted herein, and the chief of police shall have reasonable discretion, on a case by case basis and after consultation with the chief of the fire department, to approve such a request.

(b) This section, and the prohibitions contained herein related to the use of consumer fireworks, is not intended to prohibit use of display fireworks within the city at any day or time so long as the use is sponsored or approved by the city.