

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
FEBRUARY 1, 2022
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

--A COPY OF THE OPEN MEETINGS ACT IS AVAILABLE FOR PUBLIC INSPECTION—

--THE BOARD OF TRUSTEES RESERVES THE RIGHT TO GO INTO EXECUTIVE SESSION PER NRS 84-1410—

--PLEDGE OF ALLEGIANCE

1. Report from Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Open Forum.
4. Discuss/possible action: Accept the resignation of Lyle Hansen from the Eagle Fire & Rescue Department.
5. Discuss/possible action: Accept the resignation of Trevor Herter from the Eagle Fire & Rescue Department.
6. Discuss/possible action: Consider termination of agreement with Quick Med Claims and partnership with One Billing Solutions for ambulance billing and collection services.
7. Discuss/possible action: Consider membership renewal with Keep Cass County Beautiful.
8. Discuss/possible action: Consider Village Board member(s) attending the League of Nebraska Municipalities' 2022 Midwinter Conference on February 28-March 1, 2022 in Lincoln.
9. Discuss/possible action: Approve purchase of 1" ball valves from Lincoln Winwater Works in the amount of \$1,200.00.
10. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
11. Discuss/possible action: Approve claims.
12. Discuss/possible action: Consider proposals for Fiscal Year 2021 municipal audit services.
13. Report from Attorney.
14. Report from Clerk/Treasurer.

The Agenda is readily available for inspection at the Village Clerk's Office located at 747 S. 2nd Street, Eagle, Nebraska during regular business hours.



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective **DATE HERE** by and between **CLIENT NAME HERE** hereinafter referred to as “Covered Entity”, and One Billing Services, LLC hereinafter referred to as “Business Associate”, (individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 -264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “The Administrative Simplification provisions, “direct the Department of health and Human Services to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule” and the “HIPAA Security Rule”); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as “the HITECH Act” has amended the HIPAA and the HIPAA regulations, including HIPAA’s Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to protected health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties’ continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and Security Rule, but are nonetheless permitted by the HIPAA Privacy Rule and/or Security Rule, the provisions of this Agreement shall control.

The term “Protected Health Information (abbreviated as “PHI”) means individually identifiable health information, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health to an individual; and information that can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form; including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

(i) to use or disclose any Protected Health information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule, or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties

evidencing their business relationship. For purposes of this Agreement, data, aggregation with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (C) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (A) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative Physical and Technical safeguard and requirements.
- (B) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (C) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (D) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic Protected Health Information ("ePHI"), to prevent use or disclosure other than as provided for by this Agreement.
- (E) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (F) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (G) Breach Disclosures to Covered Entity. Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. Further Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
 - (i). A breach is considered discovered on the first day the Business Associate knows or should have known about it.
 - (ii). In no case shall the Business Associate notify the Covered Entity of any breach later than five (5) days after breach is discovered.

(iii). Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

(H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(I) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, within 3 days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.5.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner, within 3 days.

(J) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary-, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.

(K) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(L) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(M) Business Associate agrees to comply with the requirements of the 'Red Flags' Rule and implement a compliant identity theft prevention program by or before the required "Red Flags" Rule compliance date.

IV. AVAILABILITY OF PHI

(a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

(b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

(c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERM AND TERMINATION

(A) Term. The Term of this Agreement shall be for the same duration as the Billing Services Agreement.

(B) Termination By Covered Entity. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

(C) Termination By Either Party. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either: terminate the Agreement, if feasible.

(D) Return or Destruction of PHI. Return or Destruction of PHI. At the termination of this Agreement, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Nebraska. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and Effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing, For a period of up to thirty days, the parties shall address in faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2021 to become effective as of the day and year of the effective date set forth above.

One Billing Solution, LLC
("Business Associate")

COVERED ENTITY NAME HERE
("Covered Entity")

Signature

Signature

By: Beth Grassau

By: _____

Title: Director of Operations

Title: _____

Date: 00/00/2021

Date: _____



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BILLING SERVICES AGREEMENT

This Agreement is made effective **DATE HERE** by and between One Billing Solution, Inc., hereafter referred to as "OBS", and **CLIENT NAME HERE**, hereinafter referred to as "Medical Service Provider", (individually a "Party" and collectively the "Parties").

WHEREAS, OBS is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, Medical Service Provider, is a public and/or private provider of rescue squad and ambulance services in the area commonly known as **[REDACTED]**, and

WHEREAS, Medical Service Provider is compensated for its ambulance and rescue services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, Medical Service Provider desires to engage and retain the billing services of OBS:

IT IS THEREFORE, AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF AGREEMENT.** OBS shall provide Medical Service Provider billing services as set forth in detail below, commencing on the effective date stated above and shall continue for a period of one (1) year thereafter unless terminated earlier as provided in this agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless and until terminated as provided herein, or modified in writing and agreed to be both parties.
2. **BILLING SERVICES TO BE PROVIDED.** OBS will provide the following billing services on behalf of Medical Service Provider as follows:
 - A. Verify all billing information;
 - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public, and private health insurance, Medicare, Medicaid, automobile liability carriers, workers' compensation carriers, and homeowner insurances;
 - C. Provide all appropriate HCPCS, ICD10, and condition codes (symptom/diagnosis codes);
 - D. Prepare and mail invoices to private patients and complete and submit claim forms to public and/or private insurance carriers or other responsible party (via postal service or electronically through contracted clearinghouse);
 - E. Provide follow-up billing at least two times after initial written billing to private patients;

- F. Coordinate, correspond, and reply to all inquiries from private patients, and public and/or private insurance carriers;
 - G. Obtain status reports on claim processing from all public and/or private insurance carriers;
 - H. Provide customer service access during normal business hours, weekends and holidays excluded;
 - I. Provide contract completion for participating agreements with insurance companies; and act as authorized representative;
 - J. Provide cash posting services;
 - K. Provide to Medical Service Provider monthly accounts receivable, transactions, and itemized payment and write-off summaries, all to be provided to Medical Service Provider no later than the 10th business day of the following month. Any write-offs on unpaid invoices or balances after payment by public and private insurance carriers or other third-party payors shall be at the direction of the Medical Service Provider pursuant to its policies and procedures in accordance with all state and federal regulations regarding billing and write-offs for medical services.
3. **COMPENSATION.** Medical Service Provider agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or Medical Service Provider and/or any collection or recovery agency acting on behalf of Medical Service Provider in the previous month. OBS shall invoice Medical Service Provider for its compensation no later than the 10th day of the following month in which payments or insurance proceeds are received, and Medical Service Provider agrees to pay said invoices within 30 days.
4. **INFORMATION PROVIDED BY MEDICAL SERVICE PROVIDER.** Medical Service Provider agrees to provide to OBS for each rescue squad or ambulance call the information required on these three forms:
- (1) a signed medical necessity form, a sample copy of which is attached hereto and fully incorporated herein, together with
 - (2) the demographic sheet from each hospital or medical care facility to which the patient has been transported, and
 - (3) a completed run report.

Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.

5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES.** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:
- a. OBS shall provide that payments on all claims shall be made in the name of the Medical Service Provider and claims payments forwarded to OBS.
 - b. Medical Service Provider shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
 - c. Medical Service Provider shall provide OBS with a "Deposit Only" Stamp and bank deposit slips;

- d. If applicable, OBS will endorse claims payments "For Deposit Only" to Medical Service Provider's bank and cause these claim payments to be deposited in Medical Service Provider's account not less than once a month.
 - e. If applicable, Medical Service Provider has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the Medical Service Provider's bank account, not less than once a week following the receipt of claims payments.
 - f. In the event Medical Service Provider receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.
 - g. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties, and added to this agreement as an addendum.
6. **TERMINATION.** This agreement may be terminated according to the following provisions:
- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by MEDICAL SERVICE PROVIDER as a result of the billing services provided by OBS after the effective date of termination of this agreement.
 - B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
 - i. the business of the other party is terminated or suspended;
 - ii. a petition for bankruptcy is filed by or against the other party;
 - iii. a receiver is appointed on account of the other party's insolvency;
 - C. Termination or Amendment as a Result of Government Regulation. A party shall have the right to terminate or unilaterally amend this Agreement, without liability, upon written notice to the other party, in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which:
 - i. invalidates or is inconsistent with the provisions of this Agreement;
 - ii. would cause a party to be in violation of the law;
 - iii. jeopardizes the tax-exempt status of the terminating or amending party or any affiliate of such party, if applicable;
 - iv. jeopardizes the tax-exempt status of any bonds issues for the benefit of the terminating or amending party or any affiliate of such party, if applicable, or
 - v. jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of the terminating or amending party or any affiliate of such party, if applicable. If either party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the other party, the unaccepting party may

choose to terminate this Agreement immediately without cause or liability upon notice to the other party.

D. Payment of Fees After Termination. Upon any termination of this Agreement, CONTRACTOR shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. **MODIFICATION AND ASSIGNMENT.** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

8. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

If to OBS: One Billing Services, LLC 11718 Nicholas Street Suite 100 Omaha, NE 68154 ATTN: Beth Grassau	If to MEDICAL SERVICES PROVIDER: _____ ATTN: _____ _____ _____
With a copy, by regular United States mail, postage prepaid, to:	With a copy, by regular United States mail, postage prepaid, to:
Erickson Sederstrom ATTN: Andrew Collins 10330 Regency Dr., Suite 100 Omaha, NE 68114	_____ _____ _____

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Agreement is not intended to create any relationship between the parties beyond that of an independent entity contracting with each other solely for the purpose of effecting the provisions of this Agreement and its incorporated Attachments. Neither of the parties nor any of their authorized representatives, shall have the authority to bind the other in contract or quasi-contract or shall be deemed or construed to be the agent, employee or representative of the other.

10. **AUTHORITY; EFFECT.** By executing this Agreement and its incorporated Attachments on behalf of OBS, the undersigned individual represents that he or she is duly authorized by OBS to make and enter into this Agreement and its incorporated Attachments on behalf of OBS, and represents that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of OBS generally enforceable in accordance with its terms. By executing this Agreement and its incorporated Attachments on behalf

of Medical Service Provider, the undersigned individual represents that he or she is duly authorized by Medical Service Provider to make and enter into this Agreement and its incorporated Attachments on behalf of Medical Service Provider, and represents further that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of Medical Service Provider and is generally enforceable in accordance with its terms. This Agreement and its incorporated Attachments shall be binding on OBS and Medical Service Provider and on their respective successor organizations. The obligations of each party hereto may not be delegated without the other party's prior written consent.

11. **INDEMNIFICATION.** OBS agrees to defend, indemnify, and hold harmless the Medical Service Provider (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the Medical Service Provider party, including reasonable attorney's fees, arising out of any claims for damages directly caused by an act or omission made by the Medical Service Provider or any claims for Social Security benefits, workers' compensation benefits, disability benefits, or any other cause of action which may directly arise out of the OBS's performance of its obligations under this Agreement and the incorporated Attachments. To the extent permitted by Nebraska law and Constitution, Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for damages directly or indirectly caused by an act or omission made by the Medical Service Provider which may directly or indirectly arise out of the Medical Service Provider's performance of its obligations under this Agreement and the incorporated Attachments. Furthermore, the Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by the OBS, including reasonable attorney's fees, arising out of any claims for negligence or any other cause of action for damages directly or indirectly related to the accuracy or substance of the work product transmitted from the OBS to the Medical Service Provider.
12. **INSURANCE.** Medical Service Provider agrees to provide general liability and medical negligence insurance for Medical Service Provider, its agents and employees. OBS agrees to provide general liability insurance for OBS, its agents and employees. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Medical Service Provider and OBS agree that such insurance may not be changed in any material way without at least thirty (30) days advance written notice to the other party
13. **EXCLUDED PROVIDER WARRANTY.** Neither party is now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of a party becomes so excluded, such employee shall be terminated. In the event either party is excluded from participation in any federally funded health care program during the Term of this Agreement, this Agreement and its incorporated Attachments shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages resulting from

such party's exclusion from any federally funded health care program, including Medicare and Medicaid.

14. ACCESS TO BOOKS AND RECORDS. Until the expiration of four (4) years after the furnishing of the services under this Agreement, each party shall make available to the Secretary of the United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and its incorporated Attachments and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on the subcontractor as this clause places on that party. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x (v)(1)(I) and 42 C.F.R. 420.300, et. seq. or relevant regulations, this paragraph shall be of no effect.
15. CONFIDENTIALITY. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.
16. HIPAA BUSINESS ASSOCIATE ASSURANCES.
 - A. Privacy Rule
 1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
 - (a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
 - (c) Mitigate, to the extent practicable, any harmful effect that is known to OBS of a use or disclosure of PHI by OBS in violation of this Agreement.
 - (d) Report to Medical Service Provider any use or disclosure of PHI by OBS in violation of this Agreement.
 - (e) Ensure that any agents or subcontractors to whom OBS provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to OBS with respect to such PHI;
 - (f) Make PHI available to Medical Service Provider and to the individual who has a right to access as required under HIPAA within 30 days of the request by Medical Service Provider regarding the individual;
 - (g) Incorporate any amendments to PHI when notified to do so by Medical Service Provider;

- (h) Provide an accounting of all uses or disclosures of PHI made by OBS as required under the HIPAA privacy rule within 60 days;
 - (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Medical Service Provider's compliance with HIPAA; and
 - (j) At the termination of this Agreement, return or destroy all PHI received by OBS on behalf of, Medical Service Provider and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by OBS on behalf of Medical Service Provider include:
- (a) The preparation of invoices to patients, carriers, insurers and Others responsible for payment or reimbursement of the services provided by Medical Service Provider to its patients;
 - (b) Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - (c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Medical Service Provider to its patients or to appeal denials of payment for same.
 - (d) Uses required for the proper management of OBS as a business associate.
 - (e) Other uses and disclosures of PHI that are enumerated within this Agreement.
 - (f) Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

B. Security Rule

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Security Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), regarding the security of electronic protected health information (e-PHI) that is received as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
 - (b) Ensure that any agent of OBS, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
 - (c) Report to the Medical Service Provider any security incident of which it becomes aware. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Medical Service Provider, in its sole discretion, if Medical Service Provider determines that OBS has violated a term or provision of this Paragraph pertaining to OBS's obligation as a Business Associate of Medical Service Provider, or if OBS engages in conduct which would, if committed by Medical Service Provider, result in a violation of the HIPAA privacy rule or HIPAA security rule by Medical Service Provider.

- A. OBS will conduct its activities and operations in compliance with all state and federal statues, rules and regulations applicable to billing activities.
 - B. Medical Service Provider shall conduct its activities, operations and documentation in compliance with all applicable state and federal statues, rules and regulations. Medical Service Provider expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
 - C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
 - D. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
 - E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments un such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions if this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
18. SEVERABILITY. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
19. GOVERNING LAW. This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
20. AMENDMENT. This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
21. HEADINGS. The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.

- 22. WAIVER. The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.
- 23. ENTIRE AGREEMENT. This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2021 to become effective as of the day and year of the effective date set forth above.

One Billing Solution, LLC

MSP NAME HERE
 (“Medical Service Provider”)

 Signature

 Signature

By: Beth Grassau
 Title: Director of Operations
 Date: 00/00/2021

By: _____
 Title: _____
 Date: _____



January 5, 2022

Village of Eagle
P.O. Box 130
Eagle, NE 68347

Dear Village board members,

I would personally like to invite you to renew your membership to Keep Cass County Beautiful. Your financial contributions and past support have helped this organization grow every year. Once again, 2021 proved to be a challenging year but we were so thankful that, for the most part, we could resume nearly all activities with precautions. Despite challenges, we had a very busy and successful year of growth! At Keep Cass County Beautiful, we work across the county, every day to educate, enable and encourage our residents to protect the environment and beautify their communities. We wanted to share a few of the beautiful things that supporters like you helped us accomplish this past year:

- Recycle 22,664 pounds of electronics, appliances & metals at KCCB collection events
- Sponsor 17 litter cleanups collecting approximately 2,000 lbs. of litter
- Began an Adopt-a-Spot litter program, pumpkin recycling & holiday light recycling event
- Provide recycling containers in schools and at local community events
- Educate over 2500 youth and adults with environmental programs
- Promote the county recycling program
- Safely dispose 8,576 lbs. of materials at household hazardous waste collections
- Plant over 500 flowers and maintain flower gardens in local parks

Our program receives funding from the Nebraska Department of Environment and Energy (NDEE), memberships, donations and grants. Our goal for 2022 is to provide a transportation fund for any school that needs assistance to transport youth to the KCCB Environmental Fair and to host an adult workshop and pass out reusable supplies. You can make a difference with a KCCB membership donation and help support our vision where everyone enjoys a clean, green and beautiful place to live.

Giving is easy through PayPal, debit or credit card or traditional check. If using paypal, please select the "friends and family" option so we don't lose money through fees. A membership form is enclosed for your convenience or select **Membership** or the **Donate** button on our website at <http://www.keepcasscountybeautiful.com/> Please make checks payable and return the enclosed membership form to: **Keep Cass County Beautiful, 10225 12th St Murray, NE 68409.**

Thank you for your consideration.

Sincerely yours, Dana Stahl

Website: www.KeepCassCountyBeautiful.org. Email: director@KeepCassCountyBeautiful.com

MEMBERSHIP FORM



Your investment in our organization helps support education, environmental stewardship, and community beautification efforts in Cass County. Thank you!

Name: _____ Organization/Company: _____

Mailing Address: _____ (Street or P.O. Box)

City: _____ State: _____ Zip: _____

Email: _____ Telephone: (____) _____

Categories of Membership (Please check one)

_____ Sustaining\$1,000 for one year

_____ Diamond\$500 for one year

_____ Platinum\$150 for one year

_____ Gold \$100 for one year

_____ Silver \$50 for one year

_____ Individual \$20 for one year

_____ Other Your choice (any amount is appreciated)

Your paid membership entitles you to receive some free benefits. KCCB will pay for one item with an environmental fee at our electronic recycling events. Please check other benefits you would like to receive. Items left blank will not be sent and that portion of your contribution will be used for educational programs.

Yes (Please send)

_____ Invitation to our Volunteer/Member Appreciation annual event

_____ KCCB quarterly newsletters (environmental information, projects and future collection events)

(Newsletters will be sent by email unless otherwise requested.)

_____ **KCCB Membership Sticker** (For vehicles or windows), show your KCCB pride.

Gold, Platinum, Diamond & Sustaining Members Only:

_____ Membership certificate

_____ Corporate logo or name listed on our website

_____ Listed as a sponsor in the KCCB quarterly newsletters

Please make checks payable and return this form to:

Keep Cass County Beautiful

10225 12th St.

Murray, NE 68409

231-878-7999

Website: www.KeepCassCountyBeautiful.org

Email: director@KeepCassCountyBeautiful.com

2022 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 28-March 1, 2022



MUNICIPAL TREASURERS AND MUNICIPAL ATTORNEYS: The League will let you know as soon as the State Auditor's Office and the Mandatory Continuing Legal Education Commission informs us of the number of hours each will receive. *The League will follow CDC guidelines and any other applicable health directives to protect conference delegates and comply with the law.*

Tentative Conference Program (subject to change)

Monday, February 28, 2022

- 7:15–7:45 am** **Registration:** Visit Display Areas (coffee and rolls available)
- 7:45–8 am** **Welcome**
*Welcome by League President **Paul Lambert**, Mayor of Plattsmouth*
- 8–8:40 am** **Bipartisan Infrastructure Investment and Jobs Act:** \$550 billion for transformative investments in infrastructure projects including funding for safer transportation networks, better water systems and necessary broadband capacities. Learn about the importance of this historic legislation for your municipality!
Representative of the National League of Cities (NLC)
- 8:45–9:15 am** **Key Issues in the 2022 Legislative Session, including the STAR WARS Project**
*Speaker **Mike Hilgers***
- 9 am–4 pm** **Fire Chiefs Section Meeting**
- 9:15–9:30 am** **Break:** Visit Display Areas
- 9:30–10:30 am** **American Rescue Plan (ARP) Act:** Learn how to maximize your ARP Act funds and comply with the significant changes in the "Final Rule" recently issued by the U.S. Department of the Treasury; Key provisions municipal officials need to know!
Representative of the National League of Cities (NLC)
- 10:30–10:45 am** **Break:** Visit Display Area
- 10:45–11:45 am** **League Legislative Update**
L. Lynn Rex, Executive Director, LNM
- 11:45 am–12 pm** **Break:** Visit Display Areas
- 12-1:30 pm** **Luncheon honoring U.S. Senator Deb Fischer and U.S. Representative Don Bacon (NE-02) for their support of the historic Bipartisan Infrastructure Investment and Jobs Act**
- 1:30–1:45 pm** **Break:** Visit Display Areas
- 1:45–2:45 pm** **Concurrent Sessions:**
- A. Strategic Visioning and Civic Collaboration Transform Communities:** Learn how other cities and villages are progressing and thriving, despite this pandemic!
(Session repeated at 3 pm)
 - B. NEMA's Review of the FEMA Application Process – From Application to Completion!**
(Session repeated at 3 pm)
 - C. Best Strategies for Handling Negative Comments and/or a Lack of Civility in Public Meetings, Social Media, Etc.**
(Session repeated at 3 pm)
-

2022 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 28-March 1, 2022



Monday, February 28, 2022 (con't.)

1:45–2:45 pm

Concurrent Sessions: (con't.)

D. Recent Rulings by the U.S. Supreme Court on Federal Vaccine Mandates: The Supreme Court voted to stay the injunction on the healthcare emergency temporary standard (ETS) requiring healthcare workers at facilities receiving federal funding (Medicare and Medicaid) to be vaccinated. What does this mean for your municipality?

(Session repeated at 3 pm)

2:45–3 pm

Break: Visit Display Areas

3–4 pm

Concurrent Sessions:

A. Strategic Visioning and Civic Collaboration Transform Communities: Learn how other cities and villages are progressing and thriving, despite this pandemic!

(Repeat of 1:45 pm session)

B. NEMA's Review of the FEMA Application Process – From Application to Completion!

(Repeat of 1:45 pm session)

C. Best Strategies for Handling Negative Comments and/or a Lack of Civility in Public Meetings, Social Media, Etc.

(Repeat of 1:45 pm session)

D. Recent Rulings by the U.S. Supreme Court on Federal Vaccine Mandates: The Supreme Court voted to stay the injunction on the healthcare emergency temporary standard (ETS) requiring healthcare workers at facilities receiving federal funding (Medicare and Medicaid) to be vaccinated. What does this mean for your municipality?

(Repeat of 1:45 pm session)

4–4:15 pm

Break: Visit Display Areas

4:15–5:30 pm

Section Meetings:

City Managers/Administrators

Clerks

Larger Cities

Mayors and Village Board Chairs

Smaller Cities and Villages

Utilities Section

Tuesday, March 1, 2022

8 am

Registration: Visit Display Area (coffee and rolls available)

8:15–9:15 am

Concurrent Sessions:

A. Opportunities for Grants and More Grants to Transform Your Municipality: Civic and Community Center Financing Fund (CCCFF); Community Development Block Grants (CDBGs); and U.S. Dept. of Agriculture Grants (USDA).

(Session repeated at 10:45 am)

B. Save Money by Reducing Workers' Comp Claims: The important role of elected and appointed officials in creating an effective safety culture with employees.

(Session repeated at 10:45 am)

C. Municipal Landbanks (PART I): Review of LB 424 passed in 2020 and the League's Interlocal Agreement prepared by Cline Williams.

D. Update on Broadband Grants, Laws, Initiatives and Success Stories!

(Session repeated at 9:30 am)

2022 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 28-March 1, 2022



Tuesday, March 1, 2022

9:15–9:30 am Break: Visit Display Areas

9:30–10:30 am Concurrent Sessions:

- A. Important Role of a “Law Enforcement – Mental Health Collaborative Response” to Individuals Experiencing a Behavioral Health Crisis:** Learn how and why these departments fund this important initiative.
(Session repeated at 10:45 am)
- B. Nebraska Accountability and Disclosure Laws:** Protect yourself by understanding the conflict of interest laws when doing business with your municipality.
(Session repeated at 10:45 am)
- C. Municipal Landbanks (PART II):** Update on how municipalities are structuring regional landbanks.
- D. Update on Broadband Grants, Laws, Initiatives and Success Stories!**
(Repeat of 8:15 am session)

10:30–10:45 am Break: Visit Display Areas

10:45–11:45 am Concurrent Sessions:

- A. Important Role of a “Law Enforcement – Mental Health Collaborative Response” to Individuals Experiencing a Behavioral Health Crisis:** Learn how and why these departments fund this important initiative.
(Repeat of 9:30 am session)
- B. Nebraska Accountability and Disclosure Laws:** Protect yourself by understanding the conflict of interest laws when doing business with your municipality.
(Repeat of 9:30 am session)
- C. Opportunities for Grants and More Grants to Transform Your Municipality:** Civic and Community Center Financing Fund (CCCFF); Community Development Block Grants (CDBGs); and U.S. Dept. of Agriculture Grants (USDA).
(Repeat of 8:15 am session)
- D. Save Money by Reducing Workers’ Comp Claims:** The important role of elected and appointed officials in creating an effective safety culture with employees.
(Repeat of 8:15 am session)

11:45 am–12 pm Break: Visit Display Areas

12 pm Designated Delegates with White Ribbons on Their Name Badges: Greet your State Senator.

12–1:10 pm Senator Appreciation Luncheon

1:10 pm Adjournment – Thank you for coming! Please drive safely!

2022 MIDWINTER CONFERENCE



LEAGUE OF NEBRASKA MUNICIPALITIES
Cornhusker Marriott Hotel, Lincoln
February 28-March 1, 2022

Delegate Registration

Municipality: _____

Name (as you want it to appear on name tag): _____

Title: _____ **Spouse** (if attending): _____

First League Conference? Yes _____ No _____

Check # _____ **enclosed for \$** _____ (Advanced payment encouraged)

Billing address: _____

Phone: _____ **Email:** _____

	Through Feb. 11	After Feb. 11
Conference: (Includes electronic handbook; meals are extra) Per city/village official, League member	_____ \$325	_____ \$355
Partial conference attendance: (Includes electronic handbook; meals are extra) Monday sessions	_____ \$230	_____ \$260
Tuesday morning only	_____ \$140	_____ \$170
Conference Total:	\$ _____	

Meals: (not included in registration fee; indicate number needed by **Feb. 11**)

Monday Luncheon _____ \$26
Tuesday Senator Appreciation Luncheon _____ \$26

Meals Total: \$ _____

Conference Information

- Preregistration deadline is **Feb. 11**. Registrations received after this date will incur higher registration costs.
- Advance registrations not cancelled by this date or "no shows" will be billed.
- If you need special accommodations or equipment at this conference, contact the League office by **Feb. 11**.

Mail registration and payment to: League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508, or fax 402-476-7052

[Click here](#) to register online with a credit card.

2022 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 28-March 1, 2022



Conference Information

Designed for elected or appointed officials, the **2022 Midwinter Conference** will be current and proposed legislation and how it affects local governments. A highlight of the two-day conference will be the Senator Appreciation Luncheon, which offers municipal officials an opportunity to meet and visit with their State Senators.

Hotel Reservations

- All conference sessions will be held at the Cornhusker Marriott Hotel, 333 South 13th Street, Lincoln, NE 68508.
 - To make room reservations at the Cornhusker, call 1-866-706-7706 or 402-474-7474 or [book online](#). When calling to reserve a room, please state that you are attending the League's conference to obtain the special room rate. The deadline for reserving a room is **Feb. 6**.
 - The room rate is \$110 for a single or double room with Government ID card. If you need an ID card, contact the League office. Individual guest accounts are payable at check out by cash or credit card.
 - Check in time is approximately 4 p.m.; check out time is 11 a.m.
 - The preregistration deadline is **Feb. 11**. Registrations received after this date will incur higher registration costs. Advance registrations not cancelled by this date or "no shows" will be billed.
 - If you need special accommodations or equipment at this conference, contact the League office by **Feb. 11**.
 - To meet printing schedules for the conference materials, sponsor fund or display table information must be returned by **Feb. 11**.
 - For your comfort, we recommend that you wear layered clothing or bring a jacket because heating and cooling conditions may vary.
-



515 NW 27TH STREET #2
LINCOLN, NE 68528

PHONE (402) 438-2988
FAX (402) 438-2992

Quoted To Customer
VILLAGE OF EAGLE PO BOX 130 EAGLE, NE 68347-0130
Phone (402) 781-2748 Fax (402) 781-2775

Job Name
Curb Stop PVC x PVC

Quote No.	Date	Page
0024284	1/24/22	1
Expiration Date		2/23/22
Revised Date		1/24/22
Bid Due Date		1/24/22

Quoted By
Derek Olson ddolson@winwaterworks.com (402) 438-2988

Customer	Payment Terms	Quoted To	Salesperson	FOB
000191	1% 10TH, NET 30TH	Derek Olson	DEREK OLSON	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	6	76104-44 1 BALL VALVE NL PVCXPVC MINNEAPOLIS NO LEAD	200.0000	EA	1200.00

* Part is 12 weeks out, would like to get some in stock at the shop

VILLAGE OF EAGLE

January 18, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on January 18, 2022 with Surman, Meier, Moore and Caylor present. Weyers was absent. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Motion by Moore, second by Caylor, to approve the estimate from Langfeldt Overhead Door in an amount not to exceed \$3,585.00 for repairs and upgrades to the Eagle Fire & Rescue overhead doors. Voting: Ayes – 4. Motion carried.

Open Forum – Moore said the League of Nebraska Municipalities will be holding its annual Midwinter Conference February 28-March 1, 2022 in Lincoln; he would highly recommend new board members, or those that have never been to the conference, to consider attending. Meier requested the Village Clerk contact the Sheriff's office regarding an influx of vehicles parking on the wrong side of the street and parking against the flow of traffic, primarily in the Eagle Estates subdivision.

Motion by Meier, second by Caylor, to approve the purchase of tires for the 2013 Chevy Silverado 3500 from Eagle Automotive in the amount of \$867.96. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Meier, to approve the purchase of two Lenovo Idea Pad 3 Laptops from The Electronic Repair Shop in the amount of \$1,416.00. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Caylor, to approve Curtis Klabenes attending a Wastewater Training Continuing Education Course in Wood River on February 23, 2022. Voting: Ayes – 4. Motion carried.

Motion by Caylor, second by Moore, to accept the proposal as submitted by Kidwell for video surveillance system and installation in an amount not to exceed \$50,000. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Meier, to approve minutes as typed for the previous meeting. Voting: Ayes – 4. Motion carried.

The meeting was adjourned at 7:56 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

January 18, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on January 18, 2022 with Surman, Meier, Moore and Caylor present. Weyers was absent. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Report from Fire & Rescue – Makinsey Lonergan (Rescue Captain) reported 4 rescue calls, 1 fire call and 1 mutual aid response since the December 20, 2021 board meeting. The annual soup supper will be held on February 19, 2022.

Discuss/possible action: Approve estimate from Langfeldt Overhead Door in the amount of \$3,345.00 plus transmitters for repairs and upgrades to the Eagle Fire & Rescue overhead doors – Surman said \$2,000 was budgeted for overhead door upgrades at Eagle Fire & Rescue. Caylor asked if this is the same company that provided an estimate last year. Nystrom said yes; the difference in price is a result of requesting an additional opener and repairs to the middle bay vertical track. Caylor asked if it is absolutely necessary to request a second opener at this time. Meier said the two openers being requested are both old units so it would be a gamble. Nystrom said the bid also indicates that transmitters are \$40 apiece so the Village Board would need to decide how many they need. Meier said six transmitters would be needed in total. Surman asked if the Rural Fire Board will furnish any of these transmitters for their vehicles. Meier said the Rural Fire Board has not been asked. Moore said he would be curious if some of the existing transmitters are reprogrammable; if that is the case, a total of six new transmitters may not be necessary. Caylor asked where the difference in money will come from since this proposal is outside of what was budgeted. Nystrom said money could potentially be reallocated from other line items in the rescue department's capital outlay budget, such as from the advertising, apparel and morale boosters' line item where an additional \$2,000 was budgeted. Moore said he feels replacing the overhead door openers is much more important than any sort of advertising, apparel and morale boosters.

Motion by Moore, second by Caylor, to approve the estimate from Langfeldt Overhead Door in an amount not to exceed \$3,585.00 for repairs and upgrades to the Eagle Fire & Rescue overhead doors. Voting: Ayes – 4. Motion carried.

Open Forum – Moore said the League of Nebraska Municipalities will be holding its annual Midwinter Conference February 28-March 1, 2022 in Lincoln; he would highly

recommend new board members, or those that have never been to the conference, to consider attending. Meier requested the Village Clerk contact the Sheriff's office regarding an influx of vehicles parking on the wrong side of the street and parking against the flow of traffic, primarily in the Eagle Estates subdivision.

Discuss/possible action: Consider options for Street Mill & Overlay projects – Surman said an engineering workshop will be held with Snyder & Associates next week and he felt it would be a good idea to inform them of any street projects that may be on the horizon for this year; the last time this topic was discussed, the idea was to mill and overlay Parkview Avenue in 2022. Meier said he would also like to see repairs to Wenzel Circle. Surman said \$100,000 was budgeted this year for street repairs and he feels trying to get both streets completed will far exceed that figure. Terry Caddy said Wenzel Circle will need more than just mill and overlay to repair it properly. The Village Board generally agreed to proceed with informing Snyder & Associates of the desire to mill and overlay Parkview Avenue in 2022 and to provide recommendations and estimates to repair Wenzel Circle next fiscal year. No further action taken.

Discuss/possible action: Consider request to OPPD for street light installation at the intersection of 2nd Street & Hwy 34 – Surman said he feels this is an intersection that has enough traffic where a street light would make the area safer. Moore said he has also reached out to OPPD to inquire as to whether they have plans to continue lighting along Highway 34 after they installed several street lights at the 202nd Street intersection. The Village Board generally agreed to direct Surman to contact OPPD regarding the process of requesting a street light at the intersection of 2nd Street & Highway 34. No further action taken.

Motion by Meier, second by Caylor, to approve the purchase of tires for the 2013 Chevy Silverado 3500 from Eagle Automotive in the amount of \$867.96. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve purchase of Lenovo Idea Pad 3 Laptop for the Maintenance Department from The Electronic Repair Shop in the amount of \$708.00 – Surman said this price includes Office 2019 Home and Business which will need to be renewed on an annual basis. Nystrom said the current Maintenance Department laptop is several years old and is not operating the necessary programs adequately like it once did. Surman asked if there will be any additional costs to install these necessary programs on the new laptop. Nystrom said he believe the staff will be able to install these programs in house at no additional cost. Moore said if the Village Board is generally in agreement to purchase this laptop, he would recommend the purchase of two, so there is one available for the office staff that can be utilized at meetings.

Motion by Moore, second by Meier, to approve the purchase of two Lenovo Idea Pad 3 Laptops from The Electronic Repair Shop in the amount of \$1,416.00. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Caylor, to approve Curtis Klabenes attending a Wastewater Training Continuing Education Course in Wood River on February 23, 2022. Voting: Ayes – 4. Motion carried.

Report on Streets and Maintenance – Surman asked if there is a plan in place to remove the Christmas decorations along Main Street. Nystrom said it is on the radar but due to staffing shortages the task has not yet been completed. Moore said he would like to see a couple of additional bows and garland purchased for the two remaining light poles. Nystrom said the new Bobcat arrived at the end of December.

Report on Wells and Sewer – Surman said the Village received a reminder in the mail today to renew its WWTP permit by March 31, 2022. Nystrom said the office has been working with Klabenes to locate the documentation requested by Snyder & Associates pertaining to the upcoming Water and Sewer Studies. Surman said Nystrom provided him with a cost comparison between the use of degreaser and pumping out the lift stations; the use of degreaser on a regular basis, albeit expensive, is the cheaper method to control grease. Caylor said it was mentioned a couple of meetings ago by Weyers that there may be some grant funding available for new generators and inquired as to if there is an update. Nystrom said he spoke to Weyers a couple of days ago and she has not yet had time to look into this opportunity.

Discuss/possible action: Consider proposals for video surveillance system installation – Two proposals were received for video surveillance systems from Kidwell and The Electronic Repair Shop. Kidwell's proposal included a Verkada Video Surveillance System in the amount of \$39,044 and The Electronic Repair Shop's proposal included a computer server with Avigilon Software in the amount of \$18,000. Surman said \$40,000 was budgeted this year for a security camera system. Moore said the Technology Committee's recommendation is to accept the proposal from Kidwell; although it is significantly more expensive, it is a much more comprehensive system that will do everything the Village Board has desired from conversations over the last several years. Moore said this option will provide security cameras at all of the critical locations owned and operated by the Village and allow for easy security review in a single location; the current security system has standalone DVR systems at various locations with unacceptable viewing reliability. Moore said there have been several instances in the past where an incident took place and the existing security camera system was either inoperable or unreliable in obtaining the necessary footage. Meier said Kidwell carries a 10-year product warranty and 1-year installation warranty on their system. Moore said in the event of an issue he feels Kidwell's reliability will be unmatched due to the size of the company and the number of technicians they have; there have been issues in the past with the response time provided by The Electronic Repair Shop. Meier said Buel Trucking has a security system with Kidwell and they have been very pleased. Surman said the base bid presented by Kidwell includes a one-year license for each camera; for an additional \$4,428 the proposal will cover a three-year license for each camera. Meier asked if additional cameras can be added

to the system if requested. Nystrom said yes. The Village Board generally agreed to invest in the three-year license for each camera.

Motion by Caylor, second by Moore, to accept the proposal as submitted by Kidwell for video surveillance system and installation in an amount not to exceed \$50,000. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Update on Fiscal Year 2021 audit services – Surman said at the last meeting it was discussed that he and Nystrom had been trying to make contact with Lisa Riley (Mierau & Co.) regarding the Fiscal Year 20221 audit since November with no success. Surman said he has since made a trip to York to visit Riley and was informed that there was a change of personnel within the office and they no longer have a CPA to perform the audit. Nystrom said this leaves the Village in a little bit of a bind because the audit is due to the State Auditor's Office by March 31, 2022. Moore asked if Mierau & Co. had attempted to line up another firm to complete their municipal audits. Surman said yes; he was informed by Riley that she would be in touch by last Friday once she had another firm lined up, but to this point he has heard nothing. Nystrom said he has made several phone calls to various CPA firms with little luck; the majority of firms do not have the ability to help at all, whereas a couple of firms felt they may be able to help if the audit due date is extended. Moore said he feels the State Auditor's Office should be contacted with an explanation of what is going on and perhaps request their assistance in either conducting last fiscal year's audit or granting an extension of the due date. Nystrom said he would recommend one last attempt at contacting Riley before reaching out to the State Auditor's Office. Surman said he will attempt a phone call to Riley tomorrow. Nystrom was directed to follow up with the Village Board on this topic by the next regular meeting on February 1, 2022. No further action taken.

Motion by Moore, second by Meier, to approve minutes as typed for the previous meeting. Voting: Ayes – 4. Motion carried.

Report from Committees and Boards – Surman said it was recommended by the Health Board to request individuals attending the board meetings to wear a face mask or covering until further notice. Moore asked if a mask requirement will be required for individuals visiting the Village office. Caylor said she would support a mask requirement for visitors as a member of the Health Board. Nystrom was directed to hang signage pertaining to the mask requirement at the office effective tomorrow. Moore said the Park & Recreation Commission met earlier this month to discuss the activities that occurred last year and to review the park playground equipment proposals for the west side of the park. The next Park & Recreation Commission meeting will be held on February 8, 2022. Moore said the new full-time Maintenance employee, Bryce Belt, is scheduled to begin his employment on January 24, 2022.

The meeting was adjourned at 7:56 p.m.

I, the undersigned Village Clerk for the Village of Eagle, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chair and Board of Trustees on January 18, 2022 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson



Hi Nick,

As I mentioned on the phone, I'm not terribly interested in a one-year deal because there's so much in start-up costs. However, I'll quote it to you anyway so you have some options.

Mark Avery with the State Auditor's office e-mailed me back & said that they do not issue extensions. State statutes don't allow them to do that. He said that if an audit is late, they will notify the State Treasurer & will delay payments of State Highway Allocation funds in about 60 days. However- he said it's just a delay. You get the \$\$ back when the audit is submitted. So – you could technically file it late without any major permanent consequence.

- Fee option for single year engagement:
 - Fee for the September 30, 2021 audit. One year only. Done & submitted by March 31, 2022 deadline - \$20,000.
 - Fee for the September 30, 2021 audit. One year only. Done & submitted by June 30, 2022 - \$15,000.

- Fee option for multi-year engagement:
 - Fee for September 30, 2021 audit. Done & submitted by March 31, 2022 - \$15,000
 - Fee for September 30, 2021 audit. Done & submitted by June 30, 2022 - \$12,000
 - Fee for the September 30, 2022 audit. Done & submitted by December 31, 2022 - \$9,500
 - Fee for the September 30, 2023 audit. Done & submitted by December 31, 2023 - \$9,500

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Lincoln, NE 68520
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www.bmgcpas.com

**Proposal to Serve and
Acceptance Page**

Village of Eagle

Presented by:

GABRIEL BURGER ELSE CPA PC
418 Seward St
Seward, Nebraska 68434

January 2022

MANAGEMENT SUMMARY

Honorable Mayor and Members of the Village Council
Village of Eagle

We appreciate the opportunity to submit a professional quote for services to provide an independent audit report of the fund financial statements, statement of net position, statement of activities, and statement of cash flows for the Village of Eagle (Village) and any applicable Component Units for the fiscal years ended September 30, 2021 through 2023.

Gabriel Burger Else CPA PC (GBE) is proud of the reputation we have established in providing consulting, audit, and tax services to government and non-profit organizations. We provide quality services and have the resources needed to continue as your financial statement auditor. Our philosophy and approach to completing audit services will result in practical recommendations that will benefit your organization.

We view our relationship with our clients as a partnership. In this partnership, our promise is to continually deliver quality, professional services at reasonable prices.

If there is any additional information that will assist you in making your decision, please contact us. Again, thank you for this opportunity.

Sincerely,

Ryan L Burger, CPA
GABRIEL BURGER ELSE CPA PC

PROPOSAL

In compliance with the AICPA's Statements on Auditing Standards and Government Auditing Standards, we will audit the accompanying fund financial statements, statement of net position, statement of activities, and statement of cash flows for the Village as of September 30, 2021 through 2023, and any other related statements therein.

Interim Work

All interim work will be completed by September 30 each year (if applicable).

Detailed Audit Plan

The auditors shall provide a detailed audit plan and list of all schedules to be prepared by the Village ahead of the September 30 fiscal year end.

Fieldwork

Arrangements will be made with the Village to commence field work the first week of November each year, with a timely completion of the audit report before March 31 annually.

Draft Reports

The auditor shall have drafts of the audit report and recommendations to management available for review by the end of January each year.

Independent Auditors' Report

Along with the timely audit filing, we will prepare an independent auditors' report declaring our opinion on the audited financial statements.

Internal Controls

Our audit will include obtaining an understanding of the internal control components sufficient to plan the audit by performing procedures to understand the design of controls relevant to the audit and whether they have been placed in operation.

In accordance with Government Auditing Standards, we will be issuing a Report on Internal Control over Financial Reporting and on Compliance and other Matters.

An audit is not designed to provide assurance on internal controls, or give an opinion on them, but it is designed to identify significant deficiencies in the design or operation of internal controls. If we become aware of such deficiencies or ways we believe management practices can be improved we will communicate them to you in a separate letter.

Completion and Audit Presentation

Upon completion of the audit, we may meet with management and/or members of the council or audit committee to present and discuss our audit report, any internal control issues and any additional reports that may be prepared. We may present the audit report to the Mayor and Council by the first council meeting in January each year (**EXTENUATING CIRCUMSTANCE FIRST YEAR**).

PERSONNEL

GBE's philosophy is to provide professional services of the highest quality. Our firm is small, but you can feel comfort and assurance knowing management level team members will be assigned to your audit and will be involved in every level of day-to-day operations of this contract. We believe this to be a primary advantage over peer accounting firms.

Management level participation and continuity within our engagement team creates a familiarity between firm members and our clients. This puts us in an envious position which allows our firm to provide a proficient and professional level of service to clients.

Because our current performance contributes to the future success of the firm, our organizational structure, training programs, resource materials which we maintain, and the individual assignments are planned and designed to ensure the maximum technical and professional development of our staff. We are required to attend various national and local continuing professional education (CPE) seminars in an effort to enhance our audit proficiency. Our engagement team members have met these education requirements.

RYAN L BURGER, CPA

With over fifteen years of audit experience, Mr. Burger is comfortable with audit fieldwork and reporting requirements. He is a member of the Nebraska Society of CPAs and the AICPA. Mr. Burger is the lead auditor for governmental audits. Having previously worked for the Nebraska State Auditor's Office, Mr. Burger is in a unique position of understanding the rules, regulations, and performance measures of governmental audits submitted to the State of Nebraska.

VARIOUS STAFF AS NEEDED

REFERENCES

City of Osceola (Audit and Budget)
Renee Johansen, Clerk
402-747-3411

Seward Airport Authority (Audit and Budget)
Erich Helge, Chair
402-643-2125

Seward County Agricultural Society (Audit and Budget)
Lori Tiemann, Director
402-641-3552

Seward Housing Authority (Audit)
Mary Miner, Director
402-643-3472

PRICE FOR SERVICES

Gabriel Burger Else CPA PC's philosophy is to provide professional services of the highest quality at a reasonable charge. We believe our clients are entitled to and should expect us to perform our engagements in an effective and efficient manner and should expect us to consider the cost of our services in our approach to their engagement. We also believe that mutually satisfactory arrangements, with respect to price, are in the best interest of our clients as well as ourselves.

Our price for these services will be based on the time required by the individuals assigned to the engagement at our standard rates, plus travel and other out-of-pocket costs. Billing will be done on a continual basis with a final billing done upon completion of all services.

Multi-Year Contract

Our firm prides itself on building long-term relationships with professional and courteous clients. In an effort to encourage such ongoing relationships, we are offering our best possible rates to those who would like to establish an audit contract for multiple fiscal years. Based on arrangements we will make with Village personnel for assistance preparing audit working papers, etc., our **annual price** for the services described above for the 2021 – 2023 fiscal years will not exceed:

FY2021 Independent Financial Statement Audit	\$14,000
FY2022 Independent Financial Statement Audit	\$12,000
FY2023 Independent Financial Statement Audit	\$12,000

ACCEPTANCE PAGE

The Village of Eagle elects to engage GBE for the completion of audit services.

Village of Eagle – Signature with Title

Date

GBE agrees to provide the aforementioned services based on the proceeding terms.

GBE

Date