

## FOR ADDITIONAL APPROPRIATION


TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2024.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2024 be made for the purpose and department following:

8950-40008-030	ARP – Land	\$500,000
8950-40147-030	ARP – Tornado Sirens	\$160,000
8950-40151-030	ARP – Watson Water	\$27,150
8950-40157-030	ARP – Henryville Membership Sanitation Corp.	\$300,000
8950-49007-030	ARP – Marysville-Otisco-Nabb Water	\$1,481,000
8950-40156-030	ARP –Borden Wastewater Trmt Plant	\$1,650,000

TOTAL: \$3,118,150

  
\_\_\_\_\_  
Board of Commissioners

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request?** Yes.

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer.)** Yes. Reimbursement Requests need to be processed.

**Please include an itemized list of purchases, leases, and/or services for this appropriation.**

Invoices for Tornado Sirens, Watson Water, Henryville Membership Sanitation Corp., Henryville-Otisco-Nabb Water, and Land for Landfill expansion, Town of Borden


**Will the denial of this request prevent your office or department from executing its daily Duties ?**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

  
\_\_\_\_\_  
1/13/25  
\_\_\_\_\_

Board of Commissioners

# REQUISITION FOR ADDITIONAL APPROPRIATION

TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

FUND NAME: ARP

Budget #	Line-Item Description	Amount
8950-30051-030	ARP	\$1,700,000.00



\_\_\_\_\_  
SIGNATURE OF DEPARTMENT HEAD

\_\_\_\_\_  
DEPARTMENT

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Auditor of Clark County, Indiana

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request?**

Yes

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer)**

The LIT Funds are not sufficient to cover the EMS Contract and the Commissioners approved the use of ARP Funds at the December 2024 meeting.

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. (Detail your answer)**

See Attached

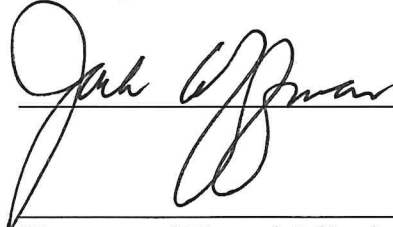
**Will the denial of this request prevent your office or department from executing its daily duties? Yes**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

NOTE:

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

  
\_\_\_\_\_  
Signature of Elected Officeholder

**EMERGENCY AND NON-EMERGENCY  
AMBULANCE TRANSPORTATION SERVICES  
AGREEMENT**

This Agreement for Emergency and Non-Emergency Ambulance Transportation Services (the "**Agreement**") is made and entered into by and between Heartland Ambulance Service, LLC, an Indiana corporation ("**Provider**"), and the Board of Commissioners of Clark County, Indiana, a political subdivision of the State of Indiana ("**County**"), effective January 1, 2025 (the "**Effective Date**"). Provider and the County may be referred to herein individually as a "**Party**" or collectively as "**Parties**."

**Recitals:**

WHEREAS, Provider is a provider of certain emergency and non-emergency ambulance transportation and related services;

WHEREAS, the County desires to contract with Provider to provide emergency and non-emergency ambulance transportation and related services to its citizens; and

WHEREAS, Provider desires to provide County with such services and has the necessary equipment, training, expertise, professional certifications and licenses to do so.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Obligations of Provider.**

A. **Provision of Services.** Provider agrees to provide County on a primary basis with Advanced Life Support (ALS) services and Basic Life Support (BLS) services and related ambulance transportation services within the jurisdictional limits of the County (the "**Service Area**"), which is the geographic area depicted by the map attached hereto as Exhibit A as well as services for mutual aid requests outside the Service Area as approved and requested by the County.

- i. Provider shall manage all day-to-day ambulance transportation services operations, including field operations, billing, collections, purchasing and other operational functions.
- ii. Provider shall at all times staff an ALS ambulance with at a minimum one (1) paramedic and one (1) Emergency Medical Technician ("EMT") on each ambulance. ALS services shall include provision of advanced medical care including, but not limited to, cardiac monitoring, IV therapy, advanced airway management, and medication administration. ALS service will include rapid response to medical emergencies and transport of patients to the nearest appropriate medical facility if necessary.
- iii. Provider shall staff a BLS ambulance with a minimum of two EMTs on each BLS ambulance. BLS services shall include provision of basic medical care including, but not limited to, cardio-pulmonary resuscitation (CPR), first aid, oxygen administration and patient assessment. BLS service will include rapid response to non-life-threatening medical emergencies and transport of patients to the nearest appropriate medical facility if necessary.
- iv. Provider shall hire/terminate and provide or arrange for in-service training of all field personnel.

reports that quantify and qualify transportation utilization, the quality of care, and associated costs, including, but not limited to:

- i. Monthly billing and reimbursement statements for contracted ambulance EMS runs;
- ii. Report of Statement of Releases;
- iii. Realized income statements with breakdown of reimbursements for Medicare, Medicaid, commercial insurance, and self-pay;
- iv. Statement of gross billing revenue by category;
- v. Transport data by class;
- vi. Hardship/write-off reports;
- vii. Classification of transports into BLS, ALS I, and ALS II categories; and
- viii. Any other reasonable information request by the County that could be utilized by the County in determining the quantity and quality of care provided by the Provider to its citizens.

**F. Insurance.** Provider shall maintain at all applicable times, at its cost, the insurance coverages set forth below, which requirements may be satisfied through a combination of primary, excess and/or umbrella policies:

- i. *Automobile Liability.* Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000, with respect to Provider's owned, hired, and leased vehicles utilized by Provider in the performance of its Services. Uninsured motorist coverage, underinsured motorist coverage and personal injury protection or "no fault" insurance coverage shall not be required under this Agreement, except where required by specific state law and then, only at the statutory minimum required.
- ii. *Commercial General Liability.* General liability insurance covering bodily injury and property damage, with a limit of not less than \$1,000,000 for each occurrence and a \$3,000,000 aggregate limit.
- iii. *Professional Liability.* Provider shall maintain Professional Liability Insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and a \$3,000,000 aggregate limit.
- iv. *Worker's Compensation.* Provider shall carry Workers' Compensation insurance to cover obligations imposed by applicable federal and/or state statutes; and Employer's Liability insurance with a limit of not less than \$500,000.

Provider's insurance shall be considered primary as it relates to claims of bodily injury or property damage caused by Provider in the performance of its Services hereunder. Upon request, Provider shall furnish to County Certificate(s) of Insurance issued by Provider's insurer as evidence that the coverage: (1) is placed with reasonably acceptable insurers; (2) is detailed on the Certificate(s) as specified in this

C. **Dispatch Service.** Provider shall provide all dispatching services for dedicated units necessary to have the units operate seamlessly in the provision of services within the county. Provider shall also maintain radio contact with all dedicated units to accomplish all record keeping requirements of Provider.

D. **Certifications and Licenses.** County shall maintain all certifications and licenses as required by all Applicable Law to perform its obligations hereunder.

E. **Qualifications to Participate in Federal and State Healthcare Programs.** County represents and warrants, upon execution of this Agreement and throughout the term of this Agreement that it has not been, is not, and during the term of the Agreement will not be (i) suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, any other federal program for the payment or provision of medical services or any government licensing agency and has not been listed by a federal agency as barred, excluded or otherwise ineligible for federal program participation; and (ii) has never been convicted of a felony or an offense related to health care. County shall provide the Provider with prompt written notice if it fails to comply with these requirements. In such an event, the Provider may immediately terminate this Agreement upon notice to the County.

### Section 3. Mutual Obligations

A. **HIPAA Compliance.** Provider and County are "covered entities" as that term is used in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Parties will comply with the requirements of HIPAA and HITECH, and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards"), the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), and state privacy laws, all as amended, regarding the confidentiality of all patient information and records applicable to this Agreement. Parties agree that they will execute and return each Party's applicable Business Associate Agreement, attached hereto as Exhibits B and C, respectively.

B. **Ownership of Records & Confidential Information.** In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d ("Protected Health Information"), during the course of performing this Agreement, each Party may from time to time receive confidential information about the other including, but not limited to, information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither Party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying Party. All documents and records prepared, maintained, or handled by Provider or otherwise related to Provider's performance of services hereunder are and shall be the property of Provider. Provider's copyrighted materials and procedures shall be and remain the sole property of Provider. If a Party is served with a subpoena or other legal process, including an Access to Public Records Request, concerning confidential information of the other Party, that Party shall immediately (not more than 48 hours after the receipt) notify the supplying Party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying Party may wish to pursue.

C. **Availability of Information.** During the term of this Agreement and pursuant to any

a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of applicable laws, to the extent that such damage was caused by, in whole or in part, incident to or arose out of the performance of the Provider under this Agreement (including those claims arising from negligence, strict liability and/or those claims that would be covered under Professional Liability insurance) and the Provider's: (i) breach of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of applicable laws; or (iv) any employment, worker's compensation or other related claim by Provider's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the Parties as determined by a court of competent jurisdiction and as permitted by all applicable law.

To the extent permitted by law, the County, its officers, directors, employees, and agents shall indemnify and hold harmless the Provider, its officers, directors, and employees, for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of applicable laws, to the extent that such damage was caused by, in whole or in part, incident to or arose out of the performance of the County under this Agreement (including those claims arising from negligence, strict liability and/or those claims that would be covered under Professional Liability insurance) and the County's: (i) breach of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of applicable laws; or (iv) any employment, worker's compensation or other related claim by County's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the Parties as determined by a court of competent jurisdiction and as permitted by all applicable law.

#### **Section 6. Term.**

This Agreement shall commence on the Effective Date of this Agreement (January 1, 2025) and continue for three years until December 31, 2027. This Agreement shall automatically renew unless either Party provide notices no less than one hundred twenty (120) days prior to the end of the term subject to the terms and conditions of Sections 7 and 8.

The Amendment to the Emergency and Non-Emergency Ambulance Transportation Services Agreement that was approved on October 24, 2024 and all its provisions shall remain in full force and effect until the Effective Date of this Agreement (January 1, 2025).

#### **Section 7. Termination.**

Either Party may terminate this Agreement with or without cause upon providing one hundred twenty (120) days' advance written notice to the other Party. In the event of a breach of any term of this Agreement, such notice shall set forth the nature of the breach and allow the Party receiving such notice an opportunity to cure the breach within sixty (60) days of the notice. If such breach is not cured within sixty (60) days of receiving such notice, the non-breaching Party shall be entitled to immediately terminate this Agreement.



B. ***Independent Contractor.*** The Parties agree that Provider is an independent contractor as that term is commonly used and is not an employee of the County. As such, Provider is solely responsible for all taxes and none shall be withheld from the sums paid to Provider. Provider acknowledges that it is not insured in any manner by the County, for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the County in any way.

C. ***Subcontracting.*** The Parties agree that Provider shall not subcontract, assign, or delegate any portion of this Agreement or the Services to be performed hereunder without prior written consent and approval by the County. In the event that the County approves any such subcontracting, assignment, or delegation, Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Provider of any responsibility for performing under this Agreement.

D. ***Necessary Documentation.*** Provider certifies that it will provide the County, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of County, the State of Indiana, and the United States. Provider further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Provider to comply with this paragraph shall constitute a material breach of this Agreement.

E. ***Obligations During Disputes.*** Provider shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with County. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Provider and County may otherwise agree in writing. Should Provider fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the County or Provider as a result of such failure to proceed shall be borne by Provider, and Provider shall make no claim against the County for such costs. Failure to continue work shall constitute an Event of Default and the County shall be entitled to immediately terminate the Agreement.

F. ***Non-Discrimination.*** Provider and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Provider and its subcontractors shall not discriminate against any recipient or potential recipient of services in the performance of this Agreement because of the recipient's race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

G. ***Applicable Law; Forum.*** Parties agree to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances and all provisions required thereby to be included herein are hereby incorporated by reference, and amendments thereto as promulgated from time to time. This Agreement shall be construed and interpreted in accordance with the laws of the State of

comply with all local, state, and federal laws and regulations. This includes, but is not limited to, policies related to hazardous waste and biohazards.

S. ***Taxpayer Identification Number.*** Provider shall provide the County with completed Form W-9 Request for Taxpayer Identification Number at the time of execution of this Agreement.

T. ***E-Verify Program.*** Provider represents that it is enrolled in the E-Verify Program (the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603)) and that it verifies the work eligibility of its newly hired employees through the E-Verify Program. Provider understands that it will not be required to verify the work status of its newly hired employees through the E-Verify Program if such program ceases to exist. Provider does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. § 1324a (h) (3). Provider will complete and return the County's E-Verify Affidavit contemporaneously with the execution of this Agreement, a copy of which is attached hereto as Exhibit D.

U. ***Investment Activities with Iran.*** Provider represents that it is not engaged in investment activities in Iran. Pursuant to Ind. Code § 5-22-16.5-8, an entity is considered to be engaging in investment activities with Iran if: 1) it has provided good or services of Twenty Million Dollars (\$20,000,000.00) or more in value in the energy sector of Iran, including oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas; or 2) has extended Twenty Million Dollars (\$20,000,000.00) or more in credit to another party, for forty-five (45) days or more, if that other party will use the credit to provide goods or services in the energy sector in Iran and is, at the time credit is extended, identified on the list developed by the State of Indiana of parties it has determined to be engaged in investment activities in Iran. Provider is not listed on the list published and/or endorsed by the State of Indiana pursuant to Ind. Code § 5-22-16.5-9 as a company engaged in investment activities with Iran.

V. ***Regulatory Changes.*** Each Party reserves the right to modify this Agreement as the Parties mutually agree, upon thirty (30) days' notice to either party in the event any Applicable Law, government policy or program change is passed or adopted effecting either Party's rates, provisions of services and/or obligations.

W. ***EXCLUSION OF CERTAIN DAMAGES.*** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY AND ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. ***Survival.*** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

this Agreement and pursuant to Section 90.179 of the FCC's Rules shall be subject to County's control in accordance with State of Indiana regulations, rules and guidelines.

EE. *Equitable Adjustment of Agreement.* The Parties acknowledge and agree that Indiana Code § 16-31-5 et seq. and such other applicable laws give the governing body of a city, town, fire protection district, fire territory, or township the authority to establish, operate, and maintain emergency medical services and/or contract for emergency medical services within such entity's corporate or territorial limits. The Parties further acknowledge and agree that in the event that a city, town, fire protection district, fire territory, or township within the County decides to establish and/or contract for separate emergency medical services during the term of this Agreement, then: (i) the Service Area shall be amended to reflect such; (ii) the amount of compensation and monthly payments to Provider shall be equitably adjusted and amended to account for the reduction in Service Area and Services provided. However, Provider shall enter into mutual aid agreements with any such city, town, fire protection district, fire territory, or township.

**Remainder of this Page Intentionally Left Blank**

**EXHIBIT A**  
**Service Area Map**

Associate for, or on behalf of, Covered Entity. As used in this Agreement, Protected Health Information includes Electronic Protected Health Information.

“Required by Law” has the same meaning as the term “required by law” in 45 CFR § 164.103.

“Secretary” means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

“Security Incident” has the same meaning as the term “security incident” in 45 CFR § 164.304.

“Security Standards” means the regulations found at 45 CFR Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act and as may otherwise be amended from time to time.

“Subcontractor” has the same meaning as the term “subcontractor” in 45 CFR § 160.103.

“Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

1.2 **Other Terms.** Terms used but not otherwise defined in this Agreement will have the meaning assigned by the HIPAA Regulations.

## II. **USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

2.1 **Permitted Uses and Disclosures.** Pursuant to this Agreement, Business Associate may use or disclose Protected Health Information as necessary to perform its duties, obligations and functions under the Underlying Arrangement, or as otherwise permitted by this Agreement or the business relationship between the parties, unless such use or disclosure violates the HIPAA Regulations. Business Associate may also use Protected Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities only if: (a) the disclosure is Required by Law; or (b) Business Associate obtains reasonable assurances from the person 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 purposes for which it was disclosed to the person, and the person agrees to notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached. Business Associate will only use and disclose Protected Health Information if such use or disclosure complies with each applicable requirement of 45 CFR § 164.504(e) and would not otherwise violate the requirements of the Privacy Standards if done by Covered Entity.

2.2 **De-Identification of Protected Health Information.** Business Associate may de-identify any and all Protected Health Information, provided that the de-identification conforms to the requirements of the Privacy Standards. The parties acknowledge and agree that de-identified data does not constitute Protected Health Information and is not subject to the terms of this Agreement.

2.3 **Minimum Necessary Information.** Business Associate will use reasonable efforts to limit uses, disclosures, and requests for Protected Health Information to a Limited Data Set (as defined in 45 CFR § 164.514(e)(2)) or to the minimum necessary to accomplish the intended purposes of such use, disclosure or request, in accordance with the minimum necessary standards at 45 CFR § 164.502(b) and in any guidance issued by the Secretary.

## III. **OBLIGATIONS OF BUSINESS ASSOCIATE**

3.1 **Reporting of Unauthorized Uses or Disclosures and Breaches.** If Business Associate becomes aware of any use or disclosure of Protected Health Information in violation of this Agreement, Business Associate

request by an Individual for an accounting of disclosures in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act, and any regulations issued pursuant thereto. Business Associate will notify Covered Entity within twenty (20) business days of a receipt of any request for an accounting of disclosures by an Individual. This Section 3.7 will survive termination of the Agreement.

**3.9 Restrictions.** Business Associate will comply with any communicated restrictions in the use or disclosure of Protected Health Information to which Covered Entity has agreed pursuant to 45 CFR § 164.522, and will further comply with any Individual's request for restrictions on Protected Health Information disclosures that Covered Entity or Business Associate is required by law to honor, including without limitation, requests for restrictions on disclosures to a health plan if the disclosure is for payment or health care operations and pertains solely to a health care item or service for which the Individual has paid his or her health care provider out of pocket in full, unless disclosure is otherwise required by law. Business Associate will forward any request for restrictions by an Individual to Covered Entity within twenty (20) business days of such request. Covered Entity will determine whether to grant or deny an Individual's request for restrictions.

**3.10 Performance of Covered Entity Obligations.** To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Standards, Business Associate will agree to comply with the same Privacy Standard requirements that apply to Covered Entity in the performance of such obligation.

#### **IV. TERM AND TERMINATION**

**4.1 Term.** This Agreement will become effective as of the Effective Date and, unless otherwise terminated as provided herein, will expire when the Underlying Arrangement expires or terminates and all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 4.3 below.

**4.2 Termination.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity will: (a) Provide Business Associate with thirty (30) days in which to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within such time period, terminate this Agreement; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

**4.3 Return of Protected Health Information.** Upon termination of this Agreement or the Underlying Arrangement for any reason, Business Associate will within thirty (30) business days of the effective date of the termination notice return all Protected Health Information received from Covered Entity or created by Business Associate on behalf of Covered Entity. If such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and will limit further uses and disclosures of such information to those purposes which make the return or destruction of such information infeasible.

#### **V. MISCELLANEOUS**

##### **5.1 Limitation of Liability.**

- a) SUBJECT TO THE EXCLUSIONS BELOW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.7 Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of the Underlying Arrangement or any such later agreement(s), the terms of this Agreement will control unless the terms of such Underlying Arrangement are more strict with respect to Protected Health Information and comply with the HIPAA Regulations, or the parties specifically otherwise agree in writing.

**5.8 Amendment.** To be effective, any amendment or modification of this Agreement must be in writing and signed by or on behalf of each of the parties hereto.

**5.9 Third-Party Beneficiaries.** Except as otherwise provided herein or in the Underlying Arrangement, no third party will be considered a third-party beneficiary under this Agreement, nor will any third party have any rights as a result of this Agreement.

**5.10 Assignability; Binding Effect.** Neither this Agreement nor any interest herein may be assigned in whole or in part by either party without obtaining the prior written consent of the other party; provided, however, that Business Associate may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to a parent, subsidiary or Affiliate thereof or to an entity into which Business Associate is merged or with which Business Associate is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization, and Business Associate may collaterally assign its rights and benefits hereunder to any lender, for security purposes or as collateral, from which Business Associate or its Affiliate obtains financing. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties' successors and permitted assigns, respectively, but this provision will not constitute a consent by either party to assignment by the other party otherwise prohibited by the preceding sentence.

**5.11 Headings; Interpretation.** The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and will not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto. Each party has read this Agreement in full, has had the opportunity for independent review by its legal and other counsel, and has consulted with and been advised by such counsel, and the terms and conditions contained herein have been arrived at by arm's length negotiations between the parties. The parties intend that rules of interpretation or construction of contracts that would construe any ambiguity herein against the draftsman, by virtue of being the draftsman, will not apply.


**5.12 Governing Law; Venue; Attorneys' Fees.** This Agreement will be governed by the laws of the State of Indiana, without regard to the principles of conflicts of law thereof. Subject to the provisions of Section 5.13 hereof, all actions, suits or other proceedings with respect to this Agreement will be brought only in a court of competent jurisdiction sitting in the State of Indiana. The parties agree that any action related to this agreement shall be brought in a court of competent jurisdiction in Clark County, Indiana, and neither party shall remove it therefrom. In any civil action or other proceeding brought to enforce the terms hereof, or to redress a breach of a term hereof, the more prevailing party will be entitled to payment from the non-prevailing party of its reasonable attorneys' fees and expenses in addition to any damages or other relief to which it may become entitled.

**5.13 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged. The parties may deliver executed counterpart signature pages to this Agreement by facsimile transmission, by electronic mail in .pdf form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, and such delivery will have the same effect as physical delivery of the paper document bearing an original signature.

**5.14 Dispute Resolution.** The parties shall cooperate in good faith to informally resolve any dispute, claim or controversy between or among the parties to this Agreement, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to this Agreement and any dispute

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first written above.

**COVERED ENTITY:**  
BOARD OF COMMISSIONERS OF CLARK  
COUNTY, INDIANA

By:   
Name: Bryan Glover  
Title: President

**BUSINESS ASSOCIATE:**  
HEARTLAND AMBULANCE SERVICE, LLC

By: \_\_\_\_\_  
Name: Kenneth Jackson II  
Title: President



## FOR ADDITIONAL APPROPRIATION

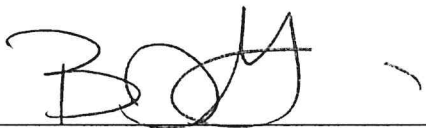
TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

8950-30051-030	ARPA Fund – Contract Services	\$500,000
----------------	-------------------------------	-----------

TOTAL: \$500,000

  
\_\_\_\_\_  
Board of Commissioners

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? Yes.**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer.)**

**Please include an itemized list of purchases, leases, and/or services for this appropriation.  
Approved Project Costs/Landfill Costs**

**Will the denial of this request prevent your office or department from executing its daily Duties ?**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:



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Board of Commissioners

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

FUND NAME: Veterans Court of Southern Indiana

Budget #	Line-Item Description	Amount
9154	30051-302	\$14,184.21
8887	30051-302	\$19,664.78

  
SIGNATURE OF DEPARTMENT HEAD

Veterans Court  
DEPARTMENT

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Auditor of Clark County, Indiana

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? Yes**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer).** This appropriation is deemed to be an emergency so as to cover unpaid expenses from 2024.

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. (Detail your answer)**

\$4,184.21 (Case Manager and Coordinator pay period 26)  
\$25,293.53 (Qtr 3 and Qtr 4 benefits and taxes)  
\$2,660.00 (Matrix Facilitation for December 2024)  
\$1607.04 (Reentry Coordinator pay period 26)  
\$104.21 (Amazon Invoice Supplies and Incentives)

**Will the denial of this request prevent your office or department from executing its daily duties? Yes**


**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increases, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

Jan 13, 2025

  
Signature of Elected Officeholder

February 10, 2025  
Council Mtg.

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

**FUND NAME: Jury Fee Fund - 2527**

Budget #	Line Item Description	Amount
2527	30127-302(Jury Pay)	\$35,000.00
2527	30129-302(Jury Meals)	\$5,000.00



\_\_\_\_\_  
Signature of Department Head

CLARK COUNTY CIRCUIT COURTS  
Department

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Auditor of Clark County, Indiana

Amendment No. 1  
To the Supplemental Information Form  
For Additional Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriation from to sustain your request?**

Yes

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer)**

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. (Detail your answer)**

Jury Pay and meals for the jurors

**Will the denial of this request prevent your office or department from executing its daily duties?**

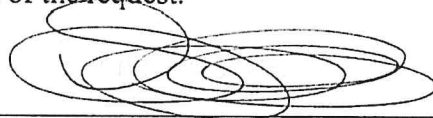
Yes

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:



1-15-25

Signature of Elected Officeholder

February 10, 2025  
Council Meeting

**REQUISITION FOR ADDITIONAL APPROPRIATION**

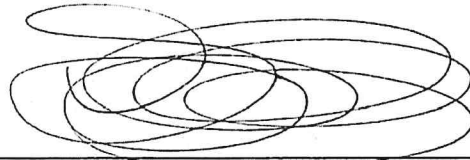
TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

**FUND NAME: Riverboat - 1191**

Budget #	Line Item Description	Amount
1191-11107-302	Personal Services	\$46,602.78
1191-11171-302	FICA/Medicare	\$3,565.11
1191-11176-302	PERF	\$61,302.57



\_\_\_\_\_  
Signature of Department Head

CLARK CIRCUIT COURTS

\_\_\_\_\_  
Department

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Auditor of Clark County, Indiana

Amendment No. 1  
To the Supplemental Information Form  
For Additional Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriation from to sustain your request?**

Yes

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer)**

These payments are legally required under the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. (Detail your answer)**

**Will the denial of this request prevent your office or department from executing its daily duties?**

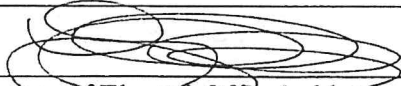
**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

NOTE:

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

1-15-25

\_\_\_\_\_  
  
\_\_\_\_\_  
Signature of Elected Officeholder




**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<b>Budget #</b>	<b>Line Item Description</b>	<b>Amount</b>
#9117-20060-302	Supplies	\$ 2,500.00
#9117-40014-302	Equipment	\$ 945.68

  
**Signature of Dept. Head  
Clark Co. Addiction  
Treatment & Support**

**WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Auditor of Clark County, Indiana**

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request?** Yes

**Why is this appropriation deemed to be an emergency at this time?** The funds are needed to purchase office equipment and incentives for the Clark County Addiction Treatment and Support Program.

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for.**

Appropriations will be used to purchase shelving for office storage and to incentivize goals achieved by participants through their participation in the Clark County Addiction Treatment and Support Program. .

**Will the denial of this request prevent your office or department from executing its daily duties?** Yes, without this funding, the Clark County Addiction Treatment and Support Program will not be able to maintain a robust incentive program and will not have adequate storage for program supplies.

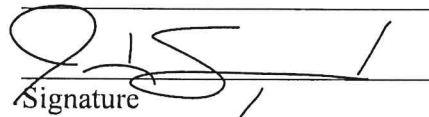
**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

1/24/2025

  
Signature

# REQUISITION FOR ADDITIONAL APPROPRIATION

TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

FUND NAME:

Budget #	Line Item Description	Amount
Account #1000 Drainage Board	#30051-0026 Contract Services	\$60,000



SIGNATURE OF DEPARTMENT HEAD

Drainage Board

DEPARTMENT

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Auditor of Clark County, Indiana

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request?**

**Yes**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer)**

**We received \$0 from Clark County Council for Contract Services for 2025.**

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. (Detail your answer)**

**\$600 Charles Galligan - 12 monthly Clark County Drainage Board meetings**  
**\$600 Rob Lewellen - 12 monthly Clark County Drainage Board meetings**  
**\$24,960 Talaina Taff - Independent Contractor agreement to manage Drainage Board business**  
**\$15,000 OHM – Professional services and support for MS4**  
**\$9,000 Culler Law Office – Legal services**  
**\$9,840 Drainage Review fees**

**TOTAL = \$60,000**

**Will the denial of this request prevent your office or department from executing its daily duties?**

**Yes**

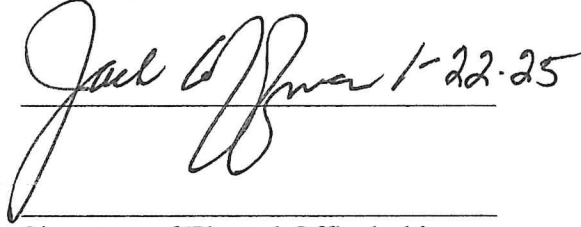
**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increases, the current salary, and from what fund the salary is being paid from.**

**N/A**

NOTE:

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

 Jack Brown 1-22-25

Signature of Elected Officeholder

**REQUISITION FOR TRANSFER OF FUNDS**

Danny Yost; Auditor  
Clark County, Indiana

WHEREAS, due to an extraordinary emergency it is necessary that the following transfer of Funds be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give to the Clark County Council in the manner required by law that Transfer of Funds for the fiscal year ending December 31, 2025 for the purpose and department following:

From: 8206-30051-071	Contract Service	\$20,000.00
To: 8206-20060-071	Supplies	\$20,000.00



\_\_\_\_\_  
SIGNATURE OF DEPARTMENT HEAD

Health Department

\_\_\_\_\_  
DEPARTMENT

WITNESS: My hand and seal this 28 day of Janurary 2025.

\_\_\_\_\_  
Auditor of Clark County, Indiana

**Fund# 1176**  
**Location# 061**

**STATEMENT OF SALARIES AND WAGES  
 PROPOSED TO BE PAID OFFIERS AND EMPLOYEES  
 CALENDAR YEAR 2023**

Clark County, Indiana (Name of Office, Department, Board or Agency)

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above-named office, department, board or agency during the calendar year 2023.

**FULL TIME SALARIED OFFICER AND EMPLOYEES**

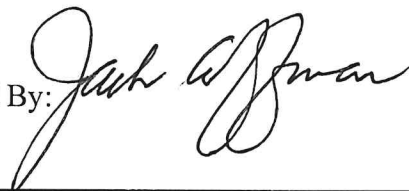
Title of Position or Employee Classification & Name	Effective Date	Total Annual Salaries
Assistant Superintendent Jiah Lock	1/01/2025	\$62,732.80

**PART TIME AND HOURLY RATED EMPLOYEES**

Title of Position or Employee Classification	Effective Date	Rate of Pay Per Hour
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Date:

Submitted By:  
Title:



NOTES:

- (1) This statement must be filed in DUPLICATE with the County Auditor on or before July 1 each year for salaries and wages to be paid in the ensuing year.
- (2) The number and salaries to be paid full time officers and employees must be fixed by the County Council. The rates of pay for part time and hourly employees shall likewise be fixed by the County Council but the number to be employed is limited only by the funds appropriated therefore; thus the amount to be requested in the budget for part time and hourly employees need not be included in this statement.
- (3) The County Auditor shall complete the reverse side of this form and return one copy to the officer or head of the department, board or agency within 3 days after action thereon by the County Council.

# FOR ADDITIONAL APPROPRIATION

TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

Community Crossings Grant Fund:

9139-40160-064      Bridge #400 - Willinger Lane      \$597,925

*1 Per Sarah*

TOTAL: \$597,925

  
Board of Commissioners



Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? Yes.**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer.)** Project bid, awarded, and almost completed

**Please include an itemized list of purchases, leases, and/or services for this appropriation. 50/50 Grant Match.**

Total E&B Contract for Willinger Bridge Repair \$1,385,262

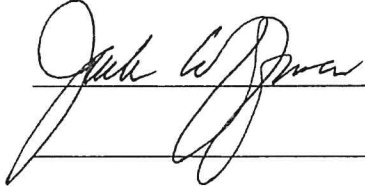
**Will the denial of this request prevent your office or department from executing its daily Duties ?**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:



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Board of Commissioners

## FOR ADDITIONAL APPROPRIATION

TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

Community Crossings Grant Fund:

1135-40160-064	Bridge #400 - Willinger Lane	\$787,337
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*1. Per Sarah*

TOTAL: \$787,337

  
Board of Commissioners

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? Yes.**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer.)** Project bid, awarded and started.

**Please include an itemized list of purchases, leases, and/or services for this appropriation.**  
This is a 50/50 Community Crossings Grant Match. The total contract amount is \$1,385,262 so we must pay for overage which is a little over half for our portion from Cum Bridge.

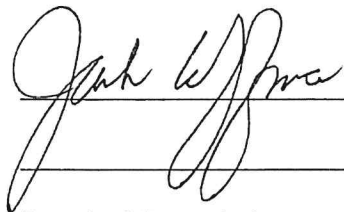
**Will the denial of this request prevent your office or department from executing its daily Duties ?**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

  
\_\_\_\_\_

Board of Commissioners

**REQUISITION FOR TRANSFER OF FUNDS**

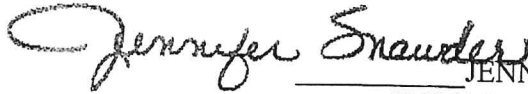
Danny Yost; Auditor  
Clark County, Indiana

WHEREAS, due to an extraordinary emergency it is necessary that the following transfer of Funds be made for the fiscal year ending December 31, 2025..

I, therefore do hereby request you to give to the Clark County Council in the manner required by law that Transfer of Funds for the fiscal year ending December 31, 2025 for the purpose and department following:

FROM:	4915 30051 041	CONTRACT SERVICES	\$1,000.00
TO:	4915 40011 041	FURNITURE	\$1,000.00

FROM:  
TO:



\_\_\_\_\_  
JENNIFER SNAWDER  
SIGNATURE OF DEPARTMENT HEAD

\_\_\_\_ Clark County Juvenile Detention \_\_\_\_

DEPARTMENT

WITNESS: My hand and seal this 31ST Day OF JANUARY, 2025

\_\_\_\_\_  
Auditor of Clark County, Indiana


**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<hr/>			Budget #
Line Item Description	Amount		
#1237-20060-00500-0302	Supplies	\$ 10,000.00	
#1237-30115-00500-0302	Drug Testing	\$ 10,000.00	
#1237-20060-00501-0302	Supplies	\$ 10,000.00	
#1237-30115-00501-0302	Drug Testing	\$ 10,000.00	
#1237-20060-00502-0302	Supplies	\$ 14,000.00	
#1237-30115-00502-0302	Drug Testing	\$ 1,000.00	
#1237-30013-00502-0302	Travel	\$ 2,741.67	
#1237-20060-00504-0302	Supplies	\$ 4,500.00	
#1237-30115-00504-0302	Drug Testing	\$ 500.00	
#1237-30013-00504-0302	Travel	\$ 5,000.00	
#1237-30115-00000-0369	Drug Testing	\$ 2,000.00	
#1237-30013-00000-0090	Travel	\$ 5,000.00	

  
\_\_\_\_\_  
Signature of Dept. Head

WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_, \_\_\_\_.

---

**Auditor of Clark County, Indiana**

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request?** Yes, the Clark County Problem-solving Court Board was awarded a grant by the Clark County Commissioners through the Opioid Abatement Fund.

**Why is this appropriation deemed to be an emergency at this time?** These funds will be immediately used to further programming in all of Clark County's Problem Solving Courts.

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for.**

1237-20060-00500-0302 Appropriations of \$10,000.00 will be used to purchase supplies for the Veterans Treatment Court of Southern Indiana.

1237-30115-00500-0302 Appropriations of \$10,000.00 will be used to purchase drug testing for the Veterans Treatment Court of Southern Indiana.

1237-20060-00501-0302 Appropriations of \$10,000.00 will be used to purchase supplies for the Clark County Addiction Treatment and Support Program.

1237-30115-00501-0302 Appropriations of \$10,000.00 will be used to purchase drug testing for the Clark County Addiction Treatment and Support Program.

1237-20060-00502-0302 Appropriations of \$14,000.00 will be used to purchase supplies for the IMPACT Court.

1237-30115-00502-0302 Appropriations of \$1,000.00 will be used to purchase drug testing for the IMPACT Court.

1237-30013-00502-0302 Appropriations of \$2,741.67 will be used to purchase travel for participants for the IMPACT Court

1237-20060-00504-0302 Appropriations of \$4,500.00 will be used to purchase supplies for the Clark County Wellness (Formerly Mental Health) Court.

1237-30115-00504-0302 Appropriations of \$500.00 will be used to purchase drug testing for the Clark County Wellness (Formerly Mental Health) Court.

1237-30013-00504-0302 Appropriations of \$5,000.00 will be used to pay for travel for clients of the Clark County Wellness (Formerly Mental Health) Court.

#1237-30115-00000-0369 Appropriations of \$2,000.00 will be used to purchase drug testing for individuals on probation suffering from substance misuse.

1237-30013-00000-0090 Appropriations of \$5,000.00 will be used to pay for travel for individuals in community corrections and the Mental health Addiction Supervision and Treatment program.

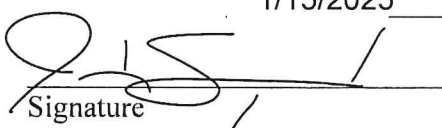
Will the denial of this request prevent your office or department from executing its daily duties? Yes, without this funding, Clark County's Problem-solving Courts will fall short in serving addicted populations.

If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.

NOTE:

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:  
1/15/2025



Signature

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<b>Budget #</b>	<b>Line Item Description</b>	<b>Amount</b>
#2100-30051-369	Contract Services	\$20,225.00

  
\_\_\_\_\_  
**Department Head**

WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Auditor of Clark County, Indiana**



Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? Yes**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer) Job description is attached.**

**Funds will be used for construction on the 3<sup>rd</sup> Probation Dept. Construction being done is to make the area secure.**

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. Estimate has not been received at this time.**

**Will the denial of this request prevent your office or department from executing its daily duties?**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

1/24/25



Signature of Elected Officeholder

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<b>Budget #</b>	<b>Line Item Description</b>	<b>Amount</b>
#2533-20062-369	Books & Supplements	\$10,000.00

  
\_\_\_\_\_  
Department Head

WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Auditor of Clark County, Indiana

Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

**Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? Yes**

**Why is this appropriation deemed to be an emergency at this time? (Detail your Answer) Job description is attached.**

**Funds will be used to purchase books for CCADS classes.**

**Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for.**

**Will the denial of this request prevent your office or department from executing its daily duties? Denial will not allow books to be purchased out of the CCADS fund.**

**If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.**

**NOTE:**

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

1/24/25

Henry Ford  
Signature of Elected Officeholder

This form is to be completed and submitted through the Indiana Gateway for Government Units at [www.stats.indiana.edu/govtgateway](http://www.stats.indiana.edu/govtgateway).

Prescribed by the Department of Local Government Finance  
 Approved by the State Board of Accounts

Budget Form No. 1 (Rev. 2011)

**BUDGET ESTIMATE FOR**

Selected Year: 2025  
 Selected County: CLARK  
 Selected Unit: CLARK  
 Selected Fund: 8898-369  
 Selected Department: Probation Department (Justice Partners Grant)

**1. Personal Services**

<b>Salaries and Wages</b>			
Line Item Code	Description	Published Amount	Adopted Amount
11107	Personal Services	37000.00	

<b>Employee Benefits</b>			
Line Item Code	Description	Published Amount	Adopted Amount
11171	FICA/Medicare	3200.00	

<b>Other Personal Services</b>			
Line Item Code	Description	Published Amount	Adopted Amount

*Personal Services Totals* 40200.00

**2. Supplies**

<b>Office Supplies</b>			
Line Item Code	Description	Published Amount	Adopted Amount
20060	Supplies	2000.00	

<b>Operating Supplies</b>			
Line Item Code	Description	Published Amount	Adopted Amount

This form is to be completed and submitted through the Indiana Gateway for Government Units at [www.stats.indiana.edu/govtgateway](http://www.stats.indiana.edu/govtgateway).

**Repair and Maintenance Supplies**

Line Item Code	Description	Published Amount	Adopted Amount

**Other Supplies**

Line Item Code	Description	Published Amount	Adopted Amount

*Supplies Totals*

**3. Other Services and Charges**

**Professional Services**

Line Item Code	Description	Published Amount	Adopted Amount
30017	Training	7900	
30013	Travel		

**Communication and Transportation**

Line Item Code	Description	Published Amount	Adopted Amount

**Printing and Advertising**

Line Item Code	Description	Published Amount	Adopted Amount

**Insurance**

Line Item Code	Description	Published Amount	Adopted Amount

**Utility Services**

Line Item Code	Description	Published Amount	Adopted Amount

This form is to be completed and submitted through the Indiana Gateway for Government Units at [www.stats.indiana.edu/govtgateway](http://www.stats.indiana.edu/govtgateway).

**Repairs and Maintenance**

Line Item Code	Description	Published Amount	Adopted Amount

**Rentals**

Line Item Code	Description	Published Amount	Adopted Amount

**Debt Service**

Line Item Code	Description	Published Amount	Adopted Amount

**Other Services and Charges**

Line Item Code	Description	Published Amount	Adopted Amount

*Other Services and Charges Totals*

19,000.00	
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**4. Capital Outlays**

**Land**

Line Item Code	Description	Published Amount	Adopted Amount

**Buildings**

Line Item Code	Description	Published Amount	Adopted Amount

**Improvements Other Than Building**

Line Item Code	Description	Published Amount	Adopted Amount

This form is to be completed and submitted through the Indiana Gateway for Government Units at [www.stats.indiana.edu/govtgateway](http://www.stats.indiana.edu/govtgateway).

**Machinery and Equipment**

Line Item Code	Description	Published Amount	Adopted Amount

**Other Capital Outlays**

Line Item Code	Description	Published Amount	Adopted Amount

*Capital Outlays Totals*

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*Form 1 Totals*

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0000.00  
48,100

Name:  
Title:  
PIN:  
Date:

James Hayden
Chief Probation Officer
5/25/2024

I hereby acknowledge that the submission of this document through the Gateway password and PIN system constitutes an "electronic signature" as defined in IC 5-24-2-2. This submission is intended to, and hereby does, constitute authentication and approval of the submitted document as required by the Indiana Code. I understand that this electronic signature takes the place of my handwritten signature and accomplishes the same purposes as would my handwritten signature in the same circumstance. I further acknowledge that this electronic signature has the same force and effect as my handwritten signature and can and will be used for all lawful purposes. I affirm that I have the real and apparent authority to electronically sign and submit this document on behalf of the unit.







# REQUISITION FOR ADDITIONAL APPROPRIATION

TO: DANNY YOST  
CLARK COUNTY AUDITOR

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending December 31, 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in the manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

FUND NAME: Recorder's Perpetuation - 1189

Budget #	Line-Item Description	Amount
11176-0004	PERF	761.73
11171-0004	FICA	458.10
11107-0004	Personal Services	6,000.00

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT HEAD

Clark County Recorder  
DEPARTMENT

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Auditor of Clark County, Indiana

January 15, 2025

The Sheriff's Department is requesting an Additional Appropriation for three of the Departments Grants. These appropriations fell off at the end of 2024, and the balances for these grants need the appropriation back.

Please approve the additional Appropriation in:

- 1) 8143- Bullet Proof vests- \$1302.38
- 2) 8247-Cops De-Escalation- \$8524.00
- 3) 9133-Marine Patrol Overtime-\$10,000.00

Thanks.



Diane Shahroudi

**F I L E D**  
**JAN 15 2025**  
*Dennis F. Young*  
Auditor Clark County

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<b><i>FUND NAME</i></b>	<b><i>BVP#8143</i></b>	<b><i>\$1302.38</i></b>
<b>Budget#</b>	<b>Line Item Description</b>	<b>Amount</b>
8143-40014-005	Bullet proof vest	\$1302.38



\_\_\_\_\_  
**Signature of Dept. Head**

\_\_\_\_\_  
**Department**

WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Auditor of Clark County, Indiana**

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<b><u>FUND NAME</u></b>	<b><u>COPS GRANT #8247</u></b>	<b><u>\$8,524.00</u></b>
<b>Budget#</b>	<b>Line Item Description</b>	<b>Amount</b>
<b>8247-30051-005</b>	<b>Contracts</b>	<b>\$7874.00</b>
<b>8247-30107-005</b>	<b>Freight</b>	<b>\$650.00</b>



\_\_\_\_\_  
**Signature of Dept. Head**

\_\_\_\_\_  
**Department**

WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Auditor of Clark County, Indiana**

**REQUISITION FOR ADDITIONAL APPROPRIATION**

TO: Danny Yost, Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2025.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2025 be made for the purpose and department following:

<b><u>FUND NAME</u></b>	<b><u>Marine Patrol Grant #9133</u></b>	<b><u>\$10,000.00</u></b>
<b>Budget#</b>	<b>Line Item Description</b>	<b>Amount</b>
9133-11107-005	Boat Security Overtime	\$10,000.00



\_\_\_\_\_  
**Signature of Dept. Head**

\_\_\_\_\_  
**Department**

WITNESS: My hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Auditor of Clark County, Indiana**

**REQUISITION FOR TRANSFER OF FUNDS**

*Danny Yost, Auditor  
Clark County, Indiana*

*WHEREAS, due to an extraordinary emergency it is necessary that the following Transfer of Funds be made for the fiscal year ending December 31, 2025.*

*I, therefore do hereby request you to give to the Clark County Council in the manner required by law that Transfer of Funds for the fiscal year ending December 31, 2025 be made for the purpose and department following:*

	Fund – Account - Location	Account Name	Amount
<b>From:</b>	1202 – 32414 – 006	Equipment (Inactive)	\$10,000
<b>To:</b>	1202 – 40014 – 006	Equipment	

	Fund – Account - Location	Account Name	Amount
<b>From:</b>			
<b>To:</b>			

	Fund – Account - Location	Account Name	Amount
<b>From:</b>			
<b>To:</b>			



\_\_\_\_\_  
Signature of Department Head

*Clark County Surveyor*

*WITNESS: My hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.*

\_\_\_\_\_  
*Auditor of Clark County, Indiana*

REQUISITION FOR ADDITIONAL APPROPRIATION


TO: Auditor  
CLARK COUNTY, INDIANA

WHEREAS, due to an extraordinary emergency it is necessary that the following additional appropriation be made for the fiscal year ending 2019.

I, therefore do hereby request you to give notice to the Clark County Council, and public in manner required by law that additional appropriations for the fiscal year ending December 31, 2019 be made for the purpose and department following:

FUND NAME: Treasurer's Non Reverting # 4954

Budget #	Line Item Description	Amount
003	Personal Services	6,500 <sup>00</sup>
	FICA	498 <sup>00</sup>
	PERF	826 <sup>00</sup>

  
Signature of Dept. Head

Treasurer  
Department

WITNESS: My hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Auditor of Clark County, Indiana



Amendment No. 1  
To the Supplemental Information Form  
For Additional Appropriation Request  
From the Clark County General Fund and all other Funds

Are there sufficient funds in the account you are requesting the appropriations from to sustain your request? **YES**

Why is this appropriation deemed to be an emergency at this time? (Detail your Answer) *SALARY ordinance WAS APPROVED IN DECEMBER.  
Needs Appropriation*

Please include an itemized list of purchases, leases, and/or services that this appropriation will be used for. (Detail your answer)

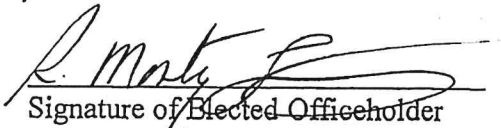
Will the denial of this request prevent your office or department from executing its daily duties? *Yes*

If the Additional Appropriation request includes a Salary Ordinance, please list the exact amount of the salary increase, the current salary, and from what fund the salary is being paid from.

NOTE:

- A. The elected officeholder or department head must appear before the County Council to Explain his/her request.
- B. The Supplement request forms (with amendments) must be signed by the Elected Office holder making the request.
- C. If any part of the supplemental forms (with Amendments) is not in compliance, the Noncompliance will constitute an automatic denial of the request.

Date completed and submitted:

1-21-25  
  
Signature of Elected Officeholder  
R. Mowly Swellus