

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
EMS BILLING SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The Parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City" or "Provider"), and Systems Design West, LLC, a Delaware limited liability company ("Contractor").

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of patient care reporting and billing, and payment processing of Emergency Medical Services ("EMS") patient transport services to the general public by the Provider; and

B. Contractor has the requisite skill and experience necessary to provide such services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the City as Provider.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.**

Contractor shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services" or "Scope of Work"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. **Term.**

The term of this Agreement shall commence upon the effective date of this Agreement on the last authorizing signature below and shall renew upon the anniversary date unless the Agreement is terminated by either party by advance written notice as provided in Section 3 below.

3. **Termination.**

Either party may terminate this Agreement with a minimum of 90 days' written notice to the other party, with or without cause. The Contractor shall upon termination by either party provide 60 days of follow-up service to the outstanding patient accounts including posting payments, making deposits, and two (2) months of follow up reports to the Provider. Contractor shall deliver and document the return of all documentation in Contractor's possession as applicable.

4. **Compensation.**

A. **Method of Payment.** Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice and the Provider shall pay to the

Contractor an amount not to exceed \$24.00 per billable patient care report (PCR). The Provider shall pay the Contractor an amount not to exceed \$7.00 per PCR for eligibility checks related to participation in the Treat and Refer Program.

In addition, the Provider will pay actual postage at current USPS postage rates for patient invoices, statements, and Certified Mail PCS requests per the Scope of Work performed under this Agreement. Provider shall remit payment for services rendered under this Agreement to the Contractor within 30 days from receipt of Contractor's monthly invoice to the Provider. Progress invoices may be sent by Contractor if there are significant delays in PCR receipt from the Provider. A \$50.00 minimum applies to all invoices. Price adjustments may occur from time to time, no more than annually, and with written notification from Contractor to the City at least 90 days in advance. If the Provider does not send a billable transport within 12 months of the effective date of this Agreement, Contractor will invoice Provider \$750.00 for enrollment services. Any re-enrollment services necessary due to lapsed enrollments shall result in a \$1,000.00 charge.

B. Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including billable patient care reports (PCRs) and PCR eligibility checks and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion.

C. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payments under the terms of this Agreement.

5. **Contract Managers.**

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Contractor and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

**Contractor**

Jenn Braus, CEO  
Systems Design West, LLC  
19265 Powder Hill Place NE  
Poulsbo WA 98370  
[JennB@sdwems.com](mailto:JennB@sdwems.com)  
360.394.7082

**City of Olympia**

Mike Buchanan  
Deputy Chief of Community Risk Reduction  
100 Eastside St NE  
Olympia WA 98506  
[mbuchana@ci.olympia.wa.us](mailto:mbuchana@ci.olympia.wa.us)  
360.753.8459

6. **Compliance with Laws.**

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. **Assurances.**

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. **Independent Contractor/Conflict of Interest.**

It is the intention and understanding of the Parties that the Contractor is an independent contractor, and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services under this Agreement. Contractor agrees to resolve any such conflicts of interest in favor of the City.

9. **Equal Opportunity Employer.**

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit C.

10. **Confidentiality.**

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict. The "Business Associate Agreement" has terms incorporated to establish the continuance of covenants for the Parties to disclose PHI for the continued operations of "Payment".

11. **Indemnification/Insurance.**

A. **Indemnification / Hold Harmless.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

B. **Insurance Term.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

C. **No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement, or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

12. **Work Product.**

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

13. **Treatment of Assets.**

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Contractor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable. Further, any election to capitalize and depreciate shall, to the extent possible, be made by the Contractor prior to the close of the City's fiscal year in the year in which the asset is purchased.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the Parties.

14. **Books and Records.**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act. Should the Contractor fail to provide records created or used by Contractor in its work for the City within ten (10) days of the City's request for such records, Contractor shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney's fees, against the City involving such withheld records.

15. **Non-Appropriation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. **End User Software License & Confidential Information.**

The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all Information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Provider and Contractor's business or organization, as the Parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

17. **Treatment of Confidential Information.**

Confidential Information shall be treated as strictly confidential by Contractor and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Provider shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Provider; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Provider and provided further that diligent efforts are undertaken to limit disclosure.

18. **Confidentiality and Disclosure of Patient Information.**

The Parties hereto agree that in order for the Contractor to perform its duties as expected by the Provider, it will be necessary for the Contractor to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The Parties of this Agreement further acknowledge and make part of this Agreement as an attachment to this Agreement a "Business Associate Agreement" to be maintained and updated whenever applicable by either party of this Agreement.

19. **Permitted and Required Uses and Disclosure of PHI.**

The Parties hereto agree that the Contractor may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Contractor may use or disclose PHI for any use or disclosure that is required by law.

20. **General Provisions.**

A. **Entire Agreement.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the Parties of this Agreement hereto unless reduced to writing and signed by both Parties. This Agreement constitutes a final, complete and exclusive statement of the Agreement between the Parties and supersedes any prior agreements on the Effective Date.

B. **Modification.** No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.



C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

1. If the Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received five (5) days after the date of mailing.

K. Captions. The respective captions of the Sections or Subsections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this Agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the Agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

21. **Effective Date.** The "Effective Date" of this Agreement is the last authorizing signature affixed hereto.

**CITY OF OLYMPIA**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matt Morris, Fire Chief, City of Olympia  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

**Mark Barber** \_\_\_\_\_  
City Attorney

**I certify that I am authorized to execute this Agreement on behalf of the Contractor.**

**SYSTEMS DESIGNS WEST, LLC**

By: \_\_\_\_\_  
Jenn Braus, CEO  
19265 Powder Hill Place NE  
Poulsbo, WA 98370  
Date of Signature: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services or Work**

The Contractor shall provide to the Provider specific services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the Provider. The following Scope of Services or Work shall be incorporated into this contract as general services performed by the Provider and the Contractor under this Agreement.

1.1 The Provider, with assistance from Contractor, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services or Work. The Provider is responsible for informing the Contractor of any subsequent changes that necessitate updates (e.g. changing an Authorized Official) so that Contractor may complete its duties. The Provider shall assist the Contractor to obtain the necessary certifications, numbers and documentation needed for Contractor to provide the services identified in sections 1.2 and 1.3 below, obtain and maintain credentials for payer websites that require vendor access to be given only through a Provider representative and facilitate access for the Contractor's representatives. The Provider agrees to furnish and assist the Contractor with the following:

(a) The Provider agrees to provide a complete and legible "PCR" (Patient Care Report) to the Contractor including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the Provider and made available to the Contractor and/or insurance payers upon request. The amounts to be billed will be determined by the Provider in the form of a resolution or ordinance to be incorporated into this Agreement as an attachment exhibit. Any subsequent increases to established fees must be communicated to the Contractor, in writing, prior to the submission of affected PCRs. "Automatic" annual increases should be communicated in writing as dollar amounts for confirmation each year. PCRs must be sent using a NEMSIS compliant XML format, or an additional fee may be charged.

(b) The Provider agrees to furnish the Contractor with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Contractor. Copies of any payments made directly to the Provider will be forwarded to the Contractor for accounting purposes in a timely manner. The Provider agrees to generate any refund checks due to overpayments identified by the Contractor directly to the payer to which the refund is due, based on detailed information provided by the Contractor. The Provider shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Contractor's obligations to the Provider.

(c) The Provider agrees to furnish to the Contractor to be made part of this Agreement as an attachment: resolutions pertaining to this Scope of Services or Work; specific write off policies; collections procedures; rates and fees to be charged by the Provider and administered by Contractor as part of the Scope of Services or Work performed under this Agreement. Provider agrees to inform Contractor of any subsequent changes to these documents in writing in advance of when the new policies, procedures and/or rates take effect.

(d) The Provider agrees to complete registration with Contractor's vendors as applicable for Contractor to be able to fulfill its obligations to Provider. Such vendors may include e-payment and merchant services portal, remote deposit capture services, and clearinghouse registration.

1.2 Upon receipt of the PCRs from the Provider, the Contractor shall set up a patient account in Contractor's proprietary software application and create a patient record; perform claim submissions, including follow up statements and any necessary rebilling of EMS patient transport services provided by the Provider to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the Provider; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim. Provider shall maintain a system to reconcile the number of PCRs sent to Contractor monthly.

1.3 The Contractor shall receive at its facilities all payments (except those directly deposited into the Provider's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the Provider's "deposit only" account; forward deposit information to the Provider within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the Provider. The Contractor shall provide to the Provider a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics; and d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable. For payments and remittances that are wholly electronic portal-based, Provider shall grant access to Contractor's representatives as needed for various payer portals.

1.4 The Contractor shall provide live customer service to Provider's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Contractor shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services. The Contractor is responsible for ensuring any subcontractor or vendor agencies are fully licensed and qualified to perform such work. For subcontracted payment processing and merchant services, Contractor is responsible for ensuring subcontractor or vendor maintains PCI compliance, and that the vendor or Contractor must be able to provide a PCI compliance certificate to Provider annually, at most.

1.6 Additional services not specified in this Scope of Services or Work (e.g. transferred accounts, non-routine auditing, targeted trainings, paper PCRs) may be added for an additional fee agreed upon in writing by the Parties.

***Exhibit "B"***  
**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

**Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name of Person Signing

***Alternative Section for Sole Proprietor:*** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

***Exhibit "C"***  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

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Contractor Name

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Signature

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Name (please print)

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Date

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Title