



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to enter into contract 25941 for EMS billing services with System Design West LLC.

Reasons for Recommendation:

- Per the fy24/25 Ambulance District contract the Ketchum Fire Dept has the authority and responsibility to directly bill patients for specific services. These services include interfacility transfers and patient transfers from St Lukes Wood River to the airport, aka fixed wing transfers. Third-party billing agencies are the preferred method of providing this service as they are able to maintain proficiency with the Medicare rules regulating EMS billing. Fees collected by the agency are then available to provide staffing and equipment needed to provide these services.
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Policy Analysis and Background (non-consent items only):

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:	There is no anticipated cost to this contract, all fees are paid from the revenue generated as part of each patient bill.
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Attachments:

1. Professional Services Agreement 25941 with System Design West LLC

PROFESSIONAL SERVICES AGREEMENT 25941

This Professional Services Agreement ("Agreement") is made and entered into this 16th day of December, 2024 (Effective Date) by and between, City of Ketchum ("**Provider**") having its principal location at 191 5th Street West, Ketchum, Idaho 88340 and Systems Design West, LLC a Delaware limited liability company having its principal place of business located at 19265 Powder Hill Place NE Poulso, Washington 98370 hereinafter referred to as the ("**Consultant**"). Collectively the Provider and the Consultant shall be known as the "PARTIES".

RECITALS:

(a) WHEREAS, the Provider and the Consultant desire to enter into a "Professional Services Agreement",

(b) NOW, THEREFORE, in consideration for the mutual obligations contained herein the Provider and the Consultant, each intending to be legally bound by this agreement, hereby mutually covenant and agree as follows:

1. SCOPE OF SERVICES. The Consultant 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 shall be incorporated into this contract as general services performed by the Provider and the Consultant under this agreement.

1.1 The Provider, with assistance from Consultant, 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. The Provider is responsible for informing the Consultant of any subsequent changes that necessitate updates (e.g. changing an Authorized Official) so that Consultant may complete its duties. The Provider shall assist the Consultant to obtain the necessary certifications, numbers and documentation needed for Consultant 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 Consultant's representatives. Provider may not share its NPI number with another medical billing entity without written acknowledgement and approval from Consultant. The Provider agrees to furnish and assist the Consultant with the following:

(a) The Provider agrees to provide a complete and legible "PCR" (Patient Care Report) to the Consultant 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 Consultant 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 Consultant, 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 NEMESIS compliant XML format, or an additional fee may be charged.

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

(c) The Provider agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the Provider and administered by Consultant as part of the Scope of Services performed under this agreement. Provider agrees to inform Consultant 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 Consultant's vendors as applicable for Consultant 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 Consultant shall: set up a patient account in Consultant'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 Consultant monthly or quarterly, as agreed upon between the Parties.

1.3 The Consultant 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 Consultant shall provide to the Provider a minimum of four (4) standard reports each quarter or month including: a) Aged Accounts Receivable b) Month/Quarter End Summary c) Annual Collection Statistics 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 Consultant's representatives as needed for various payer portals.

1.4 The Consultant 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 Consultant shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services. The Consultant 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, Consultant is responsible for ensuring subcontractor or vendor maintains PCI compliance, and that the vendor or Consultant must be able to provide a PCI compliance certificate to Provider annually, at most.

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

2. FEES, EXPENSES, & PAYMENT. Providers will receive a quarterly or monthly invoice, as agreed upon between the Parties. For and in consideration of the services provided by the Consultant identified above, the Provider shall pay to the Consultant an amount not to exceed:

\$36.50 per transport for total volume of 1-10 transports per quarter or month OR

\$31.50 per transport for total volume of 11-20 transports per quarter or month, OR

\$26.50 per transport for total transport volume greater than 21 transports per quarter or month.

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 Services performed under this agreement. Provider shall remit payment for services rendered under this agreement to the Consultant within 30 days from receipt of Consultant's quarterly invoice to the Provider. Progress invoices may be sent 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 Consultant 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, Consultant will invoice Provider \$750.00 for enrollment services. If the Provider requires re-enrollment services for any reason, such as lapsed enrollments or creation of a new legal entity, re-enrollment services shall result in a \$1,000.00 charge.

3. PAYMENT OF TAXES. The Consultant shall be liable for any and all federal, state, and local sales, excise taxes and assessments as a result of the payment for services rendered under this agreement.

4. TERM OF AGREEMENT. The Consultant shall commence the work called for in this agreement on the date of the agreement and perform such work uninterrupted and automatically renew upon the anniversary date unless the agreement is terminated by either party (see Section 7). This agreement may be amended by the parties upon mutual agreement of terms and conditions with the acknowledgement of an amendment to the Professional Services Agreement to be signed by both parties of the agreement.

5. SCHEDULE OF ATTACHMENT EXHIBITS. The following attachments are acknowledged by the parties and made part of this Agreement.

1. Rates to be charged per transport [to be provided by the Provider]
2. Billing & Collection Policies to be administered [to be provided by the Provider]
3. Consultant's Certificate of Liability Insurance
4. Business Associate Agreement, signed by both parties

6. INDEPENDENT CONSULTANT STATUS. The Consultant performs this Agreement as an independent Consultant, not as an employee of Provider. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Provider and an independent Consultant.

7. TERMINATION. Either party may terminate this agreement with a minimum of 90 days' written notice to the other party. The Consultant 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. Consultant shall deliver and document the return of all documentation in Consultants possession as applicable.

8. INSURANCE. The Consultant shall maintain statutory minimum Worker's Compensation or Labor and Industry insurance as required by the laws of any state or country in which Services are performed. The Consultant will provide and make as part of this agreement as an attachment, a certificate of liability insurance with a minimum amount of commercial general liability of \$ 1,000,000 per occurrence and an aggregate of \$ 2,000,000 and maintain such insurance for the duration of this agreement. The Consultant shall provide an annual updated Certificate of Insurance to the Provider upon the policy expiration date. The Consultant shall provide notice to the Provider in the event the policy is cancelled or terminated for any reason prior to the policy expiration date.

9. 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 Consultant'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).

9.1 TREATMENT OF CONFIDENTIAL INFORMATION. Provider's Confidential Information shall be treated as strictly confidential by Recipient 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.

9.2 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Consultant to perform its duties as expected by the Provider, it will be necessary for the Consultant 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.

9.3 PERMITTED AND REQUIRED USES AND DISCLOSURE OF PHI. The Parties hereto agree that the Consultant 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 Consultant may use or disclose PHI for any use or disclosure that is required by law.

10. INDEMNITY. To the extent permitted by law (including the Idaho State Constitution, Article 8, Sections 3 and 4), each Party shall indemnify and hold the other harmless from and against liabilities, losses, damages, claims, or causes of action, and any connected expenses that are caused, directly or indirectly, by or as a result of the negligent performance by each other (or by their agents or employees) of this Agreement, except that nothing herein shall be construed to require either Party to indemnify the other Party from that Party's negligence.

10.1 Notwithstanding any other provision of this agreement, no party shall be liable for (a) any special, indirect, incidental, punitive, or consequential damages, including loss of profits or business arising from or related to the services or other deliverables hereunder or a breach of this agreement, even if such party has been advised of the possibility of such damages; or (b) any damages (regardless of their nature) for any delay or failure by a party to perform its obligations under this agreement due to any cause beyond the such party's reasonable control.

10.2 Notwithstanding any other provision of this agreement, the Consultant's liabilities under this agreement under any theory of liability, whether based in contract law, tort law, negligence (active or passive), product liability, indemnification or otherwise shall be limited to the direct damages recoverable by the Provider under law not to exceed one times the aggregate amount of fees paid by the Provider to Consultant for the services or other deliverables that gave rise to the claim or that are otherwise the subject of such claim in the one (1) year period preceding the event giving rise to the claim.

11. SURVIVABILITY. The terms of Section 9 and 10 shall survive termination of this Agreement. 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”.

12. WARRANTIES AND REPRESENTATIONS. Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Consultant are advisory; no specific result is assured or guaranteed. Consultant EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED.

13. NOTICE. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party related to any of the content of this agreement shall be presented in writing and served personally or sent by prepaid, first class mail to the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing.

Provider: City of Ketchum
191 5th Street West,
Ketchum, ID 83340

Consultant: Systems Design West, LLC
19265 Powder Hill PI NE
Poulsbo, WA 98370

14. NONWAIVER. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. 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.

15. APPLICABLE LAW. The laws of the State of Washington shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court in the State of Washington.

16. CONFLICT OF INTEREST. The Consultant covenants, warrants and represents that the Consultant or any employees of Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The Consultant further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed by the Consultant in the future.

