

# RESOLUTION OF THE CITY COUNCIL

No. 224

Approved April 9, 2019

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances of the City of Providence.

Comstar, LLC  
(Public Safety)

\$450,000.00

IN CITY COUNCIL

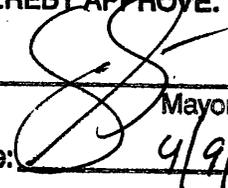
APR 04 2019

READ AND PASSED

Sabinio Mateo  
PRES.

Tina L. Mastroianni  
ACTING CLERK

I HEREBY APPROVE.

  
Mayor

Date: 4/9/19

City Hall, Room 310  
25 Dorrance Street  
Providence, RI 02903  
P: 401.421.7740, ext 577  
F: 401.351.1056



## Office of the Internal Auditor

December 18, 2018

Ms. Lori Hagen  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

- **Department of Public Property:**
  - Request to ratify a contract with PFS IV, LLC for an unknown amount in accordance with the Code of Ordinance Section 21-26 (e).
- **Water Supply Board:**
  - Request to award permanent road and sidewalk restoration to **International Paving Corporation and Hartford Paving Corporation** for an amount not to exceed **\$2,400,000** over two years in accordance with the Code of Ordinance, Section 21-26 ( c ).
- **Public Safety**
  - Request to award Emergency Medical Billing Services to **Comstar, LLC** for **\$450,000** in accordance with the Code of Ordinance; Section 21-26.

Sincerely,

A handwritten signature in cursive script that reads "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: Michael Borg, Director of Public Property  
Molly Hannon Associate Director of Purchasing  
Steven M. Pare, Commissioner of Public Safety  
Elaine Richards, Deputy Commissioner  
James J. Lombardi, III, Treasurer/Senior Advisor to City Council  
Ricky Caruolo, General Manager

CITY HALL • 25 DORRANCE STREET, ROOM 310 • PROVIDENCE, RHODE ISLAND 02903  
Phone: (401) 521-7477 • Fax: (401) 521-3920  
COUNCIL@PROVIDENCERI.COM

**STEVEN M. PARÉ**  
Commissioner of Public Safety  
Acting Chief of Department



**JORGE O. ELORZA**  
Mayor

Department of Public Safety, Fire Department  
"Building Pride in Providence"

December 13, 2018

The Honorable Jorge O. Elorza  
Chairman, Board of Contract and Supply  
City Hall  
Providence, RI 02903

Dear Mayor Elorza,

RE: (#21788) Emergency Medical Billing Services

DATE OF BID OPENING: December 10, 2018

RECOMMENDED BIDDER: Comstar, LLC  
8 Turcotte Memorial Drive  
Rowley, MA 01969

AMOUNT RECOMMENDED: \$450,000.00

In response to our request for proposal regarding the above entitled, our Department received the following Bids; (Please list by low bidder first)

	Name	Base	BID AMOUNTS ALTERNATES	TOTAL
1.	Comstar, LLC	2.75% - of revenue collected		\$450,000.00
2.	Digitech Computer, Inc.	3.5% - of revenue collected		
3.	The Dawson Group	4% - of revenue collected		
4.				
5.				

(Additional sheet is  is  not attached)

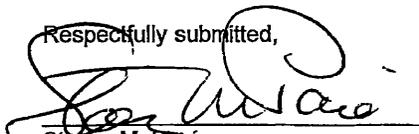
On the basis of said bids, we recommend the lowest bidder, as identified on LINE 1, which firm's bid has met the specifications. This is a three (3) year bid, with a two (2) year optional renewal.

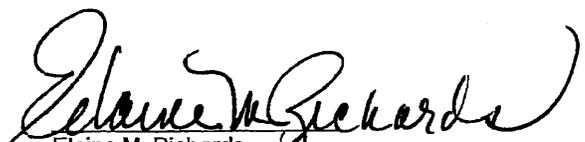
PARTICIPATION: 0 %

Account Code 253-253-53500

Amount: \$450,000.00

Respectfully submitted,

  
Steven M. Paré  
Public Safety Commissioner/Acting Chief of Dept.

  
Elaine M. Richards  
Deputy Commissioner

Public Safety Complex | 325 Washington Street | Providence, RI 02903  
401-243-6060 phone | 401-243-6487 fax

## COMSTAR AGREEMENT

This agreement is made by and between The City of Providence, a municipal corporation in the State of Rhode Island ("the City") and Comstar a Massachusetts Corporation with principal offices in Rowley, Massachusetts. The parties agree as follows:

### ARTICLE 1

Comstar shall perform billing and collection services (see Addendum 1 for an outline of these services) for the City of Providence on behalf of its ambulance service. Comstar does not guarantee payment to the City but rather agrees to set up procedures necessary to collect funds due to the City in connection with ambulance services provided to its patients.

### ARTICLE 2

Comstar shall coordinate attainment of all necessary Third Party Provider\* Numbers for Blue Cross, Medicare, Medicaid, and other Insurance Company Carriers and take whatever steps necessary in order to submit claims to the various carriers for Ambulance Services rendered by the City. Only in those cases where required information is not available from other sources, will patients be contacted directly.

\* Third party payers include all parties (other than the patient) responsible for payment of the patient's bill for ambulance services rendered by the City. All medical insurance coverage for the patient, as well as Workmen's Compensation coverage, is, for the purposes of this Contract, deemed to be provided by a third party payer.

### ARTICLE 3

The Members of City's ambulance service shall use reasonable efforts to secure from patients and/or the hospital, important information, including name, address, insurance information and other information needed to bill for ambulance services provided by the City.

Once this information is collected, it shall be transmitted to Comstar. Comstar shall promptly ascertain that all required information has been recorded; take the steps necessary to assemble required additional information, and promptly submit all forms required in order to secure payment of the patient's bills from third party carriers.

Comstar shall institute a Billing and Collection process per Addendum #1.

Comstar will contact the City if additional billing/patient data information is necessary.

ARTICLE 4

All bills prepared by Comstar for the benefit of the City shall indicate to the third party carrier and patient that payment is to be made payable to the City. In order to control the billing of co-insurers, and others, payments made via check will be processed through Comstar and forwarded to the City. Comstar reserves the right of offset for fees due to Comstar. Medicare, Medicaid and some other payers will make payment direct to the client's bank account via EFT. Comstar will have no negotiating rights to the City's bank account.

ARTICLE 5

The City shall promptly notify Comstar of any direct payments received by the City, and of any decision by the City to grant a write-off for either a portion or the full amount of a patient's bill.

ARTICLE 6

Funds collected by Comstar shall be forwarded to the City or its designated bank account. A reconciliation of all ambulance billing and collection activity, done on the behalf of the City during the reporting period, will be sent monthly.

ARTICLE 7

This contract shall be effective for a three year (3) period beginning January 1, 2019 and ending December 31, 2022. Thereafter, this agreement shall automatically renew for successive one year terms unless one party provides written notice of termination on or prior to October 31 of each contract year. This agreement may be terminated by either party for any reason after providing sixty (60) days written notice.

ARTICLE 8

The City agrees to pay Comstar Two point Seventy-Five Percent (2.75%) of actual receipts received by the City in connection with its ambulance service. Fee includes Masterbox and False Alarm Billing. Comstar's monthly fee invoice to the City is due upon receipt.

ARTICLE 9

It is agreed that all information submitted to Comstar by the City concerning patients treated or transported by the City's ambulance service is confidential and shall not be released to any person or corporation other than third party payers and their agents unless authorized in writing by the patient. The City and Comstar represent that they will at all times be compliant with all applicable laws. Comstar shall hold the City harmless from any and all liability arising from any failure by Comstar to comply with applicable law. The City shall hold Comstar harmless from any and all liability arising from any failure by the City to comply with applicable law.

ARTICLE 10

This contract may be altered or amended by a writing signed by both Comstar and the City.

ARTICLE 11

Comstar will abide by the billing and collection policy established by the City.

ARTICLE 12

CMS FINAL RULE: BENEFICIARY SIGNATURE REQUIREMENT: On November 1, 2007, CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R. §424.36, require a patient's signature on a claim, unless the patient has died or the ambulance provider/supplier can qualify for one of a number of listed exceptions. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

ARTICLE 13

AMBULANCE PROVIDER LICENSURE AND CREW MEMBER CERTIFICATION: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

ARTICLE 14

Comstar agrees to provide "additional insured" status to the City on all applicable Comstar insurance policies as part of this agreement.

Comstar by:

The City of Providence By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Richard L. Martin, Manager & CEO  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

Address:  
Comstar, LLC  
8 Turcotte Memorial Drive  
Rowley, MA 01969

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AMBULANCE BILLING AND COLLECTION PROCESS OUTLINE

### All Transports

- 1) Secure Electronic Receipt or Retrieval of Client PCR's
- 2) Upon receipt of PCR data file from client, Comstar will issue a confirming email to Client. The email will contain the PCR count received by Comstar in the export file along with the date of service range of the PCR's
  - a. Client will check the Comstar email total to the total of PCR's sent.
  - b. Client will report any variance detected to Comstar for prompt resolution.
- 3) 2 level patient address verification
  - a) 2 level address correction if address provided is undeliverable
  - b) 2 level address search if mail is returned
- 4) Verification of Insurance Information Received with PCR

### With Insurance Information

- 1) Claims submitted direct to insurance carrier electronically.
- 2) Deductibles Management Services Applied
- 3) Remittance Advices Attained Electronically
- 4) Denial Appeals submitted as required

### No insurance or no insurance information

- 1) Contact or re-contact receiving hospital to attain insurance info, if hospital permits
- 2) Advanced Self-Pay Scrubber Service Applied to Find Any Applicable Insurance  
\*If no insurance information is obtained, then direct patient billing begins
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

### Balance Billing the Patient

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

### To Collect Balances Not Received After the Above is Performed

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
  - a. Report Bad Debt to Experian Credit Bureau\*, or
  - b. Send To FFR, Advanced Collection Agency\*, or
  - c. Abate Charges

### Other

- Hardship Waiver Request Form - Standard
- Notice of Privacy Practice Mailing Service – Separate enrollment fees apply

\* Collection of accounts at this stage is doubtful (3-5% of \$ reported..). It is recommended that these be written off when reported to FFR or Experian and the receivable reinstated and marked paid when actual payment is received.

## **Business Associate Agreement**

This Agreement is made effective the 1st of January 2019, by and between **City of Providence** hereinafter referred to as "Covered Entity", and Comstar, hereinafter referred to as "Business Associate".

### **WITNESSETH:**

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

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

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled Ambulance Billing Agreement.

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

### **I. DEFINITIONS**

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

Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

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

## II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures,

including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than 30 calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

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

(A) the disclosure is required by law; 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 purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, books and records related to use and disclosure of Protected Health Information to ensure both Covered Entity's and Business Associate's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(f) Business Associate shall comply with the applicable provisions of the HIPAA Security Rule

(g) Business Associate shall report any use or disclosure of protected health information (PHI) not in compliance with the agreement, specifically including breaches of unsecured PHI.

(h) Should a breach occur, the Business Associate must give notice to the affected individual (in addition to the covered entity) of any breach involving unsecured PHI

(i) Business Associate shall execute a BAA with any subcontractor or sub-vendor that handles, discloses, or otherwise uses the covered entity's PHI

(j) To the extent the Business Associate carries out any of the covered entity's obligations under the Privacy Rule (e.g., distributing the covered entity's Notice of Privacy Practices), the Business Associate shall comply with the applicable provisions of the HIPAA Privacy Rule.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to [Covered Entity or to the individual or the individual's designee] in a designated record set to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information as directed or agreed to by Covered entity in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule, and to take all other measures needed to satisfy Covered Entity's obligations under Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available to [Covered Entity or to the individual or the individual's designee] for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

#### IV. TERM AND TERMINATION

- (a) The term of this Agreement shall commence on Effective Date set forth above and shall continue in full force and effect for so long as the Ambulance Billing Agreement continues in full force and effect, or until terminated in accordance with paragraph (b) of this Section, which is sooner.
- (b) Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Ambulance Billing Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. Notwithstanding the foregoing, Covered Entity agrees that it shall not terminate this Agreement without first providing Business Associate a reasonable period of time to cure any breach or end any violation.
- (c) Upon termination of this Agreement for any reason, business associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of such information. If the return or destruction of certain Protected Health Information is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- (d) The obligations of Business Associate under this section shall survive the termination of this Agreement.

#### V. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. The Parties No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the Commonwealth of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or

disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.<sup>1</sup>

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Manager

\_\_\_\_\_