

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/13/2020

Contract/Lease Control #: C20-2943-PS

Procurement#: ITN PS 01-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: DIGITECH COMPUTER, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2023 W/2 1 YR RENEWALS

Description of: EMS BILLING SERVICES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-609-5111

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

C20-2943-PS



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Advanced Data Processing, Inc. dba Digitech Computer LLC 5000 Tuttle Crossing Blvd Dublin OH 43016 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Noetic Specialty Insurance Co		17400
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Sentinel Insurance Company, Ltd		11000
	INSURER D: Hartford Casualty Insurance Co		29424
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570085023275**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			33UUNVG3435	12/01/2020	12/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			33 UUN VG3435	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			33RHUVG1892	12/01/2020	12/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	<b>Products Liab</b>			N200H380024	12/01/2020	12/01/2021	Aggregate Limit \$10,000,000 Agg Deductible \$150,000 Per Occ Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Ref: EMS Rescue Billing Services, Contract #C99-0257-PS  
Okaloosa County is included as included as Additional Insured i Liability policy.

**CONTRACT#: C20-2943-PS**  
**DIGITECH COMPUTER, LLC**  
**EMS BILLING SERVICES**  
**EXPIRES: 09/30/2023 W/2 1 YR RENEWALS**

<b>CERTIFICATE HOLDER</b>  Okaloosa County <i>EMC BCC</i> 90 College Blvd East Niceville FL 32578 USA	<b>CANC</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570085023275

**FIRST AMENDMENT**

This **First Amendment** dated as of October 2, 2020 ("Amendment") to the Digitech-Service Agreement dated July 13, 2020 ("Agreement") by and between **DIGITECH COMPUTER LLC ("DIGITECH")** maintaining its principle place of business at 480 Bedford Road, Bldg. 600, 2<sup>nd</sup> floor, Chappaqua, NY and **OKALOOSA COUNTY ("CLIENT")** (each a "party" and collectively the "parties"), maintaining a place of business at 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida 32579.

WHEREAS, DIGITECH and CLIENT wish to amend the Agreement in certain respects as defined below.

DIGITECH will pay all setup fees and merchant fees for credit card processing throughout the term of the contract and will pass through any and all related expenses to the CLIENT on the monthly billing invoice, which amounts will be paid by CLIENT to DIGITECH on the same terms and conditions as the other fees due under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date listed above.

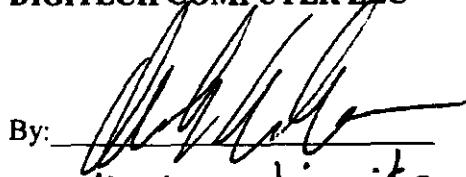
CLIENT

DIGITECH

OKALOOSA COUNTY

DIGITECH COMPUTER LLC

By: 

By: 

Name: Robert A. "Trey" Goodwin, III

Name: MARK schiowitz

Title: Chairman

Title: President & CEO

Date: NOV 03 2020

Date: 10-07-2020



**The following reference is provided as a link for the following:**

BCC Meeting: November 3, 2020

Agenda Item: 11191

Agenda Item Title: Digitech Computer Service Agreement 1st Amendment

Reference Name: Digitech Computer LLC, Contract (#C20-2943-PS)

Reference Link:

[http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract pdf/C20-2943-PS.pdf](http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract/C20-2943-PS.pdf)



PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 020-2943-PS Tracking Number: 414621  
Procurement/Contractor/Lessee Name: Digitech Grant Funded: YES \_\_\_ NO X  
Purpose: 1st Amendment  
Date/Term: 9-30-23w/ 21yr renewal 1.  GREATER THAN \$100,000  
Department #: 4500 2.  GREATER THAN \$50,000  
Account #: 342601 REVENUE 3.  \$50,000 OR LESS  
Amount: 4.45% - 8.00  
Department: PS Dept. Monitor Name: Maddox

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-7-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written: no risk event Date: \_\_\_\_\_  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**  
Approved as written: see email attached Date: 10-9-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**  
Department Funding Confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Friday, October 9, 2020 11:38 AM  
**To:** DeRita Mason; 'Parsons, Kerry'  
**Subject:** Re: Okaloosa/Digitech Amendment

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Wednesday, October 7, 2020 5:25:02 PM  
**To:** 'Parsons, Kerry'  
**Cc:** Lynn Hoshihara  
**Subject:** FW: Okaloosa/Digitech Amendment

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."









**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4038-20  
Procurement/Contractor/Lessee Name: Digitech Grant Funded: YES \_\_\_ NO X  
Purpose: EMS Billing Services  
Date/Term: 3yrs w/ 2yrs renewals 1.  GREATER THAN \$100,000  
Department #: 4500 2.  GREATER THAN \$50,000  
Account #: 342601- revenue 3.  \$50,000 OR LESS  
Amount: Revenue based on collection rate 4.5% - \$8.00  
Department: PS Dept. Monitor Name: Maddox

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 6-2-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: NO Federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 6-16-2020  
\_\_\_\_\_  
Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached Date: 6-16-2020  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed:  
\_\_\_\_\_  
Date: \_\_\_\_\_

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Tuesday, June 16, 2020 1:23 PM  
**To:** DeRita Mason  
**Subject:** RE: Digitech Draft Contract updated

DeRita

This is approved by risk management for insurance purposes. Please correct the address for risk management under the public records section

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, June 16, 2020 8:34 AM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Digitech Draft Contract updated

Did you get this?  
I need to get it on the agenda for next meeting.

Thank you,

DeRita Mason

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, June 16, 2020 8:07 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Digitech Draft Contract updated

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
SICOPALTS RE LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, June 4, 2020 2:50 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** Digitech Draft Contract updated

Kerry,

I added one clause to the end of the contract-it is highlighted for help in finding.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator





# Board of County Commissioners Purchasing Department

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State of Florida

Date: May 29, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF AWARD  
ITN PS 01-20  
EMS Billing Services

Okaloosa County would like to thank all businesses which submitted responses to EMS Billing Services. (ITN PS 01-20)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Digitech Computer, LLC**  
**480 Bedford Rd.**  
**Bldg 600, 2<sup>nd</sup> Floor**  
**Chappaqua, NY 10514**

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager



## DeRita Mason

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**From:** Jason Crowell <jcrowell@digitechcomputer.com>  
**Sent:** Monday, May 11, 2020 11:31 AM  
**To:** DeRita Mason  
**Subject:** Digitech Contact Information

Good Morning Ms. Mason,

I wanted to ask if you would include the email [sales@digitechcomputer.com](mailto:sales@digitechcomputer.com) on additional emails that you send. This will ensure that everyone from our team receives your correspondence.

Best Regards,

Jason

**Jason Crowell**  
Vice President of Sales  
(336) 406-8166

 **Digitech**

Expert EMS billing and technology



### Confidentiality Notice

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by FEI/EIN Number

Foreign Profit Corporation  
DIGITECH EMS BILLING, INC

### Cross Reference Name

DIGITECH COMPUTER, INC.

### Filing Information

<b>Document Number</b>	F12000002178
<b>FEI/EIN Number</b>	11-2693136
<b>Date Filed</b>	05/22/2012
<b>State</b>	NY
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	05/09/2019

### Principal Address

480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

Changed: 05/12/2016

### Mailing Address

480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

Changed: 05/12/2016

### Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED  
1200 South Pine Island Road  
Plantation, FL 33324

Name Changed: 04/25/2013

Address Changed: 06/10/2015

### Officer/Director Detail

#### **Name & Address**

Title Director

Schiowitz, Mark  
480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

Title Director

Schiowitz, Joyce  
480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

Title President

Schiowitz, Mark  
480 Bedford Road  
Building 600 2nd Floor  
Chappaqua, NY 10514

Title Vice-President

Pickett II, Walter C.  
480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

Title Secretary

Schiowitz, Joyce  
480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

Title Treasurer

Schiowitz, Joyce  
480 Bedford Road  
Building 600, 2nd Floor  
Chappaqua, NY 10514

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	04/20/2017
2018	05/09/2019
2019	05/09/2019

#### **Document Images**

<a href="#">05/09/2019 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/12/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">01/31/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/22/2012 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>



CONTRACT#: C20-2943-PS  
DIGITECH COMPUTER, LLC  
EMS BILLING SERVICES  
EXPIRES: 09/30/2023 W/2 1 YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND DIGITECH COMPUTER, LLC**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this \_\_\_\_\_, day of JUL 07 2020, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Digitech Computer, LLC with a mailing address of 480 Bedford Rd., Bldg. 600, 2<sup>nd</sup> Floor, Chappaqua, NY 10514, a Foreign Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 11-2693136.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide EMS Billing Services ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued an Intent to Negotiate (ITN PS 01-20) to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for 4.45% of the collection fee for Non-Medicaid claims and \$8.00 per Medicaid claims, as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement ITN PS 01-20 and Contractor's Response;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

**2. Services.** Contractor agrees to perform the following services, EMS Billing Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report



to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin October 1, 2020, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2), one (1) year renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, 4.45% of the collection fee for Non-Medicaid claims and \$8.00 per Medicaid claims.

a. Contractor shall submit an invoice to the County monthly. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.



**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. **Termination for Convenience of County.** The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. **Termination for Insolvency.** The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in



voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records





disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:



<b>If to the County:</b>	Patrick Maddox, Director EMS 90 College Blvd East Niceville, FL 32578 850-609-5111 pmaddox@myokaloosa.com	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Digitech Computer, LLC Walt Pickett-CEO 480 Bedford Rd., Bldg. 600, 2 <sup>nd</sup> Floor Chappaqua, NY 10514 914-741-1919 sales@digitechcomputer.com	

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".



b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The



parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.



**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**27. Incentive Schedule:** During the first quarter following an annual term of the contract, the County and Contractor shall review the collections and reconcile the estimated collections to actual collections for the preceding year. The amount of actual collections shall determine the incentive amount paid to the contractor. Nothing herein shall be interpreted as or considered a revenue guarantee; therefore, the Contractor will not be liable to the County for payment of any difference between actual collections achieved versus the Targeted Overall County Collections. All other provisions of the Contract shall remain in full force and effect.

Targeted Overall Collections within a 12 Month Period	Incentive
\$10,000,000.00	\$0
\$10,250,000.00	\$25,000.00
\$10,500,000.00	\$50,000.00
\$10,750,000.00	\$75,000.00

**This portion of the page left blank intentionally.**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

DIGITECH COMPUTER, LLC:

*[Handwritten Signature]*  
Signature

TITLE: President & CEO - Digitech computer llc

\_\_\_\_\_  
Print Name

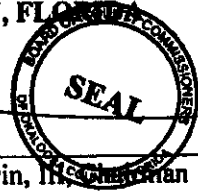
ATTEST:

OKALOOSA COUNTY, FLORIDA

*[Handwritten Signature]*  
J.D. Peacock II, Clerk of Courts



*[Handwritten Signature]*  
BY: Robert A. "Trey" Goodwin, III, Chairman



## MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "**ESO**") and Okaloosa County, a political subdivision of the state of Florida, having its principal place of business at 1250 N. Eglin Parkway, Shalimar, Fl. 32579 ("**Customer**"). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

### GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:

**"Add-On Software"** means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.

**"Addendum"** means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule, (b) a Statement of Work, (c) Sales Order, or (d) another writing the parties intend to be incorporated by reference into this Agreement.

**"Anonymized Data"** means Customer Data from which all personally identifiable information has been removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

**"Customer Data"** means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

**"Deliverable"** means software, report, or other work product created pursuant to a Statement of Work.

**"Documentation"** means user guides, operating manuals, and specifications regarding the Software.

**"Feedback"** refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

**"Incident"** refers to a locked and uploaded record within the system on a per-encounter basis, regardless of the number of patients involved in said individual encounter.

**"Intellectual Property"** means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

**"Interoperability Software"** means SaaS that allows Customer to exchange healthcare data with others. For the avoidance of doubt, Interoperability Software does not include Add-on Software or Licensed Software.

**"Licensed Software"** means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.

**"New Version"** means any new version of Licensed Software that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Licensor's designation of a new version number, brand or product.

**"Outage"** means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

**"Professional Services"** means professional services provided by ESO under a Statement of Work.

**"Protected Health Information" or "PHI"** shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

**"Reporting Services"** means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

**"SaaS"** means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.

**"Scheduled Downtime"** means periods when ESO intentionally interrupts the SaaS for the performance of system maintenance or to otherwise correct service errors.

**"Software"** means any ESO computer program, programming or modules specified in any Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS, Interoperability Software, and Licensed Software are collectively referred to as Software.

**"Software Schedule"** refers to an Addendum under which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS.

**"Statement of Work" or "SOW"** refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.

**"Support Services"** means those services described in Exhibit B.

**"Third-Party Data"** means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

**"Third-Party Service"** means a service not provided by ESO but which is (or access to which is) offered by ESO in connection with its Software under a Software Schedule or Addendum.

**"Third-Party Software"** means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

**"Use Restrictions"** means the restrictions imposed on Customer's use of Software as described in Section 3.3.

**"User"** means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule is incorporated herein by reference.

### 3. LICENSE/SUBSCRIPTION TO SOFTWARE

- 3.1. **Grant of Subscription: SaaS.** For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, in such quantities as are set forth on the applicable Software Schedule, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.
- 3.2. **Grant of License: Licensed Software.** For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.
- 3.3. **Use Restrictions.** Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in



whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Software Schedule).

- 3.4. **Ownership.** The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.
- 3.5. **Third-Party Software and Services.** ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy - Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "**Education**") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at <http://www.praetoriandigital.com/LMS-Master-Service-Agreement>, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.
- 3.6. **Third-Party Data.** If Customer (as indicated on an Addendum) elects to license Third-Party Data (e.g., fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Software Schedule, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.
- 3.7. **New Versions & Sunset.** If ESO releases a New Version of Licensed Software, Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

#### 4. HOSTING, SLA & SUPPORT SERVICES

- 4.1. **Hosting & Management.** Customer shall be solely responsible for hosting and managing any Licensed Software. ESO shall be responsible for hosting and managing any SaaS.
- 4.2. **Service Level Agreement.** If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "**Uptime Commitment**"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. **Scheduled Downtime.** ESO will provide reasonable notice to the Customer (Software Administrator Contact or otherwise) of Scheduled Downtime (usually at least 72 hours in advance), and will plan Scheduled Downtime to occur during non-peak hours (midnight to 6 a.m. Central Time). Scheduled Downtime shall never constitute a failure of performance or Outage by ESO.

- 4.4. **Support and Updates.** During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.

#### 5. FEES

- 5.1. **Fees.** In consideration of the rights granted, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "**Fees**"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer shall pay all Invoices within 30 days of receipt.
- 5.2. **Third-Party Payer.** If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "**Third-Party Payer**"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), and (iv) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. **Uplift on Renewal.** Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.
- 5.4. **Taxes and Fees.** The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.5. **Appropriation of Funds.** If Customer is a city, county or other government entity, Customer will have the right to terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.
- 5.6. **Usage Monitoring.** Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Software Schedule. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level for which Customer has paid in the applicable Software Schedule (an "**Overage**"), Customer shall owe ESO the Fee corresponding to such usage level based on the Software Schedule (or if none, ESO's then-current rates). ESO may invoice for Overages immediately.

#### 6. TERM AND TERMINATION

- 6.1. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule (or, if none, for one year); provided that the Term shall be automatically extended to match the end of the last subscription period or license period of any Software provided hereunder. Thereafter, the Term will renew for successive one-year periods if written notice is provided at least 60 days prior to the applicable renewal date.
- 6.2. **Termination for Cause.** Either party may terminate this Agreement or any individual Software Schedule for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. **Effect of Termination.**
- 6.3.1. If Customer terminates this Agreement or any Software Schedule as a result of ESO's material breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the latter to occur of the (i) termination date or (ii) the date on which Customer actually ceases use of the Software.
- 6.3.2. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer received

discounts for any of the two years prior to the date of termination, Customer shall promptly pay ESO's invoice recouping such discounts.

6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. **Delivery of Data.** If Customer requests its data within 60 days of expiration or termination of this Agreement, ESO will provide Customer its Customer Data in a searchable .pdf format. Customer acknowledges that ESO is under no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES

7.1. **Material Performance of Software.** ESO represents and warrants that the Software will perform in material accordance with any Documentation provided by ESO.

7.2. **Due Authority.** Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.

7.3. **Customer Cooperation.** Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ESO DOES NOT REPRESENT OR WARRANT THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE, OR THAT THE SOFTWARE (X) WILL PERFORM WITHOUT INTERRUPTION OR ERROR, OR (Y) IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

## 9. CONFIDENTIALITY

9.1. **"Confidential Information"** refers to the following items: (a) any document that is "Confidential" as defined by the Florida Public Records Act, chapter 119, Florida Statutes, and shall not be disclosed to the public

9.2. **Nondisclosure.** Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "**Purpose**"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. **Termination & Return.** With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. **Open Records and Other Laws.** Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, in accordance with s. 119.0701, Florida Statutes. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of \$1 million.

## 11. INDEMNIFICATION

11.1. **IP Infringement.** Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("**Damages**") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "**Indemnified Claim**"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Software Schedule, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Software Schedule. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. **Indemnification Procedures.** Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

## 12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES.** NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **LIMITATION OF LIABILITY.** WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF

OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM.

- 12.3. **EXCEPTIONS TO LIMITATION OF LIABILITY.** NOTWITHSTANDING SECTION 12.2, (A) ESO'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO \$500,000, AND (B) ESO'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (i) CLAIMS ARISING FROM ESO'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT; AND (ii) CLAIMS ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. IN SO FAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

### 13. CUSTOMER DATA & PRIVACY

- 13.1. **Ownership of Data.** As between ESO and Customer, all Customer Data shall be owned by Customer.
- 13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO shall not: (a) access, process, or otherwise use Customer Data; and (b) intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 13.3. **Anonymized Data.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other Information derived therefrom.
- 13.4. **Risk of Exposure.** Customer acknowledges and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its network connections. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.

### 14. FEEDBACK RIGHTS & WORK PRODUCT

- 14.1. **Feedback Rights.** ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).

- 14.2. **Work Product Ownership.** In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

### 15. GOVERNMENT PROVISIONS

- 15.1. **Compliance with Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.
- 15.2. **Business Associate Addendum.** The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.
- 15.3. **Equal Opportunity.** The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
- 15.4. **Excluded Parties List.** ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

### 16. PHI ACCURACY & COMPLETENESS

- 16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.
- 16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

### 17. MISCELLANEOUS

- 17.1. **Independent Contractors.** The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. **Notices.** Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. **Merger Clause.** In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a

provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

- 17.5. **Subcontracting.** Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.
- 17.6. **Modifications and Amendments.** This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.
- 17.7. **Force Majeure.** No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Software Schedule.
- 17.8. **Marketing.** If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.
- 17.9. **Waiver & Breach.** Neither party will be deemed to have waived any rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.
- 17.10. **Survival of Terms.** Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. **Ambiguous Terms.** This Agreement will not be construed against any party by reason of its preparation.
- 17.12. **Governing Law.** This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- 17.13. **Bench Trial.** The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- 17.14. **No Class Actions.** NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.15. **Limitation Period.** Neither party shall be liable for any claim brought more than two years after the cause of action for such claim first arose.
- 17.16. **Dispute Resolution.** Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.17. **Technology Export.** Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.18. **Order of Precedence.** In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.19. **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.20. **Signatures.** Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.
- 17.21. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, ESO agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of ESO related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or ESO. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of ESO are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

**IF ESO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ESO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT 302 N. WILSON ST, CRESTVIEW, FL 32536, 850-689-5977, RISKINFO@MYOKALOOSA.COM**

ESO is required to and agrees to comply with public records laws. ESO shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. ESO shall provide the Customer, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. ESO shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, ESO shall transfer to the Customer, at no cost, all public records in possession of the ESO, provided the transfer is requested in writing

by the County Clerk. Upon such transfer, ESO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the County Clerk does not request that the public records be transferred, the ESO shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the County Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer, the Customer shall immediately notify ESO of the request and ESO shall then

provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If ESO does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. ESO acknowledges that if ESO does not provide the public records to the Customer within a reasonable time, the ESO may be subject to penalties under Section 119.10, Florida Statutes. ESO acknowledges that if a civil action is filed against the ESO to compel production of public records relating to this Agreement, the court may assess and award against ESO the reasonable costs of enforcement, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

DocuSigned by:

By: Matt Walker  
SIGNATURE

Name: Matt walker

Title: Chief Operating officer

Customer

By: [Signature]



Name: ROBERT A. "TREY" GOODWIN, III

Title: CHAIRMAN

**EXHIBIT A-1**

**SAAS SOFTWARE SCHEDULE**

**(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud, IFC Codes, EMS1 Academy, FireRescue1 Academy, Staff Scheduling, Assets, Inventory, Checklist)**

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date (“SaaS Subscription Start Date”). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.
2. The following SaaS may be ordered under this Exhibit:
  - 2.1. ESO Electronic Health Record (“EHR”) is a SaaS software application for prehospital patient documentation (<http://www.eso.com/software/ehr>).
  - 2.2. ESO Personnel Management (“PM”) is a SaaS software application for tracking personnel records, training courses and education history (<http://www.eso.com/software/personnel-management>).
  - 2.3. ESO Fire is a SaaS software application for NFIRS reporting (<http://www.eso.com/software/fire>).
3. The following Third-Party Data and/or Software may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code, Education (see section 3.5).
4. Third-Party Payer is responsible for the following products and Fees:

<b>EHR</b>					
Product	Volume	Price	Discount	Total	Fee Type
ESO EHR Suite	32000 Incidents	\$50,990.00	(\$0.00)	\$50,990.00	Recurring
EHR CAD Integration	32000 Incidents	\$3,995.00	(\$0.00)	\$3,995.00	Recurring
EHR Cardiac Monitor Integration	32000 Incidents	\$1,895.00	(\$0.00)	\$1,895.00	Recurring
EHR Billing Interface	32000 Incidents	\$995.00	(\$0.00)	\$995.00	Recurring

<b>Health Data Exchange</b>					
Product	Volume	Price	Discount	Total	Fee Type
HDE - ESO EHR Connection		\$2,495.00	(\$2,495.00)	\$0.00	Recurring

<b>Total Recurring</b>	\$	60,370.00
<b>Total One-Time</b>	\$	0.00
<b>Discounts</b>	\$	(2,495.00)
<b>TOTAL</b>	\$	57,875.00

5. Customer hereby agrees to timely pay for the following products according to the schedule below:
 

N/A
6. All the Fees above will be invoiced by ESO as follows:
  - 6.1. Training and Training Travel Fees shall be invoiced on the Effective Date.
  - 6.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.
  - 6.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

**EXHIBIT B**  
**SUPPORT SERVICES ADDENDUM**

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.
  - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
  - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
  - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
  - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
  - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
  - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
  - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
  - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g., a User cannot access the Software due to unscheduled downtime or an Outage).
  - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Software).
  - 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g., User is experiencing latency in reports).
  - 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
  - 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
  - 1.4. "Online Support" means information available through ESO's website ([www.eso.com](http://www.eso.com)), including frequently asked questions and bug reporting via Live Chat.
  - 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
  - 1.6. "Update" means an update or revision to Software, typically for Error Correction.
  - 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
  - 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.
2. **SUPPORT SERVICES.**
  - 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
  - 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,



messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail ([support@eso.com](mailto:support@eso.com)) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
  - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
  - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
  - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
  - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
  - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
  - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
  - 5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
  - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

**EXHIBIT C**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM**

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to PHI.** Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
  - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
  - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.



**Attachment "A"**



# Proposal

**ITN PS 01-20 for EMS Billing Services**

**Okaloosa County, FL**

**Due February 19<sup>th</sup>, 2020**



Digitech Computer LLC  
480 North Bedford Road  
Building 600, 2<sup>nd</sup> Floor  
Chappaqua, New York 10514  
914.741.1919  
914.741.2818 fax

DeRita Mason  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

RE: Best and Final Offer, ITN PS 01-20 for EMS Billing Services

Dear Ms. Mason:

Thank you for the opportunity to make a Best and Final Offer on the bid we submitted for Okaloosa County's ITN PS-01-20 for EMS billing service. We are excited to work with the County. Based on our analysis, we believe we can significantly improve Okaloosa's collections and provide valuable reporting and consulting services. We are confident that this partnership with Digitech will be beneficial for Okaloosa County EMS and the community you serve. We look forward to working with you in the near future.

Digitech's best and final offer is an all-inclusive billing services fee of 3.25% for all non-Medicaid claims and \$8.00 per claim flat rate for Medicaid claims.

The fee for ESO EHR software will remain at .65% and the fee for field data collection hardware required by the County will remain at .55%, bringing the total with all options included to 4.45%.

Below are some important clarifications that are inclusive of our price and commitment to OCEMS

- **Onsite Digitech staff**
  - Digitech will hire and place an onsite employee in the OCEMS office to assist the County and patients regarding billing issues and concerns.
  - Okaloosa County will be invited to participate in the hiring process. We know it will be important that the onsite employee is a good cultural fit for both Okaloosa County and Digitech.
  - If you have someone in place already, we are certainly willing to consider taking on that employee.
  
- **Digitech and ESO ePCR Training**
  - Digitech commits to provide the upfront and ongoing training as requested by the EMS Division Chief.
  - Digitech will provide Okaloosa County with unlimited access to the Digitech Learning Center for continual online training.
  
- **ePCR Costs**
  - Digitech will pay the costs for ESO solutions and Hardware as quoted in our proposal.
  - The ESO HDE connection to destination hospitals will be provided at no cost to OCEMS.



● **Account Management**

- We will assign an Account Manager to Okaloosa County at the beginning of Implementation. This Account Manager will work with the County through the Implementation process and ongoing throughout the duration of the agreement.
- Scot Metcalf, Regional Sales Manager for Digitech, resides in the State of Florida and will be available for onsite meetings with Okaloosa County as needed.

● **Go-Live**

- Digitech will begin implementation once the contract is executed and work to ensure OCEMS is live within the desired timeframe.

We look forward to further discussion. Please contact me at 914-432-8423 (office) or 407-242-8120 (mobile) or at [smetcalf@digitechcomputer.com](mailto:smetcalf@digitechcomputer.com) if there are any other concerns or questions to be addressed.

Best Regards,

A handwritten signature in black ink, appearing to read "Scot Metcalf".

Scot Metcalf  
Regional Sales Representative  
Digitech Computer LLC  
651 Lake Mills Road  
Chuluota, Florida 32766  
[sales@digitechcomputer.com](mailto:sales@digitechcomputer.com)  
407-242-8120 Mobile  
914-432-8423 Office

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## EVALUATION MATRIX

The Evaluation Matrix lists all of the Responsibilities and Goals put forth in Okaloosa County’s ITN PS 01-20 and indicates where they are addressed in this document. The purpose of this table is to serve as an additional resource to help readers navigate and evaluate our Proposal. We also hope this provides reassurance that Digitech recognizes the specific needs of Okaloosa County and will be able to successfully complete this project.

RFP Section	Page References
Requirements	
<p>The successful CONTRACTOR, under this agreement, will provide all services necessary to collect for services provided by OCEMS. These services shall include, but are not limited to:</p>	
<p>Receipt from OCEMS of the patient data necessary for billing. This data will come from a department approved “electronic Patient Care Report” (ePCR) in computerized format. The CONTRACTOR will be furnished with these reports either in a batch mode via mail, direct courier pick-up/delivery or electronic transfer. The patient care reports will be electronically generated in a format approved by OCEMS. The CONTRACTOR shall be responsible for obtaining the appropriate software that will be compatible to interface with our computerized report writing system and to enter furnished data into their computerized billing system.</p>	<p><a href="#">Data Upload p. 11</a></p>
<p>The CONTRACTOR shall be responsible for reviewing each ePCR for content to accomplish the following:</p> <ul style="list-style-type: none"> <li>• Check for discrepancies to ensure the number of ePCRs received match the number of patients transported as documented on the ePCRs. This is particularly important for incidents with multiple patients at one incident.</li> <li>• Assign the appropriate billing and diagnosis codes based on the documentation, treatment and chief complaint of the patient.</li> <li>• Obtain and/or verify current patient insurance information per claim.</li> </ul>	<p><a href="#">Reconciliation p. 11</a>  <a href="#">Verification p. 12</a>  <a href="#">Editing p. 13</a></p>
<p>The CONTRACTOR shall be responsible for sorting the ePCRs in numerical/date order, as well as, sorting all the paperwork in a systematic order for billing organization and future accessibility.</p>	<p><a href="#">Data Upload p. 11</a>  <a href="#">SecureDocs p. 23</a></p>
<p>The CONTRACTOR shall provide electronic claims processing and paper filings to all other insurance companies. The first invoice will be dated no later than five (5) days after the contracted billing company has received the ePCR and as applicable the Physician Certification of Service form (inter-facility transports). The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Services to be billed will include base fee, mileage, treatment-no-transport fees, and hourly rate for ambulance/quick response vehicle standbys.</p>	<p><a href="#">Invoicing p. 14</a>  <a href="#">Invoice Cycle p. 15</a></p>



RFP Section	Page References
<p>The contracted billing agency will be responsible for the initial collection, generation of any and all insurance forms, filings, and record maintenance. The contracted billing agency will provide the contracted collection company with all accounts that have had no payment activity for 120 days after the date of first billing. The CONTRACTOR will track the accounts turned over to the collection firm and will provide a monthly report to OCEMS listing the accounts surrendered to the collection firm. The CONTRACTOR will continue to work with the collection agency to assist with the following:</p> <ul style="list-style-type: none"> <li>• Information gathering;</li> <li>• Filing insurance claims for accounts in collections:</li> <li>• Review account status with collections firm and/or OCEMS, as required;</li> <li>• Receive and handle phone calls for patients with accounts placed in collections; and</li> <li>• Receive, post and forward payments received on accounts placed in collections.</li> </ul>	<p><a href="#">Collections Agencies</a> <a href="#">p. 20</a></p>
<p>Provision of all monthly finance, billing, receivable and aging reports as stated herein.</p> <ul style="list-style-type: none"> <li>• Collections profiles for each month, dating back to the beginning of said contract.</li> <li>• Status of all accounts (payer mix) for the current month and total in system.</li> <li>• Aging report.</li> <li>• Monthly detail for current month reports.</li> <li>• Transport log.</li> <li>• Month end information for Finance.</li> <li>• Monthly write off reports.</li> <li>• Refund reports including refunds pending.</li> <li>• HIPAA records release reports.</li> <li>• Any additional reports that OCEMS may need or request will automatically be formatted to their requirement and sent to the department.</li> <li>• Daily payments logs with deposit confirmation attached.</li> <li>• Month end payment logs to balance to dailies.</li> <li>• Daily billing log with confirmation attached that ePCRs received have been billed and a monthly summary showing balancing of monthly ePCRs billed to monthly balancing of accounts receivable.</li> <li>• Adjustment Reports</li> </ul>	<p><a href="#">Reporting p. 25</a></p>
<p>The CONTRACTOR shall comply with the policies and procedures developed and implemented by OCEMS in response to the improvement of the department and the privacy act of HIPAA. The agency will enter into a business associates agreement with OCEMS to ensure all HIPAA policies are adhered to. Any violations of the HIPAA by the contracted billing company will be grounds to terminate all contractual agreements.</p>	<p>Digitech accepts this requirement.</p>



RFP Section	Page References
<p>The CONTRACTOR shall comply with HIPAA regarding protected health information (PHI) and guardian of all record sets and will maintain any and all documentation records and patient information in a safe and secure manner allowing for inspection and/or audit by the COUNTY.</p>	<p><a href="#">HIPAA Compliance p. 8</a></p>
<p>The CONTRACTOR shall be required to store all record sets for a minimum of thirty-six (36) months and then turn them over to COUNTY for permanent storage.</p>	<p><a href="#">Record Retention p. 23</a></p>
<p>The CONTRACTOR will comply with the Final Security Rule of HIPAA and remain under a business associates agreement during the duration of the contract.</p>	<p><a href="#">HIPAA Compliance p. 8</a></p>
<p>Provide sufficient number of professional and courteous Customer Service Representative(s) including one (1) onsite representative to assist patients and/or other third party payees in all billing inquiries in a timely manner, not to exceed one (1) business day. The contract will provide a plan explaining how the customer services representatives will be made available to assist patients and/or other third party payees.</p>	<p><a href="#">Customer Service p. 28</a></p>
<p>Conduct any follow-up required to obtain necessary insurance information for payment processing.</p>	<p><a href="#">Verification p. 12</a> <a href="#">Invoice Cycle p. 15</a></p>
<p>All payments will be received by the CONTRACTOR on behalf of OCEMS and be deposited to the COUNTY's designated bank account within three (3) business days. Records of deposits will be correlated with database reports on a daily basis and this information will be emailed to the County on a daily basis.</p>	<p><a href="#">Lockbox p. 15</a> <a href="#">Payments p. 16</a></p>
<p>CONTRACTOR shall follow-up with patient or patient's third party payees for collection of the receivables in increments of 30 days, 60 days and 90 days, after the initial billing. OCEMS shall be provided information on a quarterly basis on those accounts deemed "non-collectible except by further legal means" and OCEMS will decide the method in which it wishes to proceed. No such account will be reported as long as payments are being made in good faith. The CONTRACTOR agrees to negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The CONTRACTOR is authorized to establish a monthly payment no less than \$10.00 per month and ensure those individuals continue to pay at least that amount for the duration of the invoice.</p>	<p><a href="#">Invoice Cycle p. 15</a></p>
<p>Collect remaining amounts after patient insurance or other third party payments are made from the patient where permitted by law and provider agreement.</p>	<p><a href="#">Resolution p. 14</a></p>
<p>The CONTRACTOR shall provide a read-only copy of OCEMS's database for use on OCEMS's computer system. The OCEMS read only system shall be updated simultaneously as the live data is updated. The COUNTY based system shall be capable of producing reports and tracking or reviewing CONTRACTOR follow-up on accounts.</p>	<p><a href="#">Access p. 7</a></p>



RFP Section	Page References
<p>The CONTRACTOR shall provide up to 4 hours training of EMS personnel, at the discretion of the EMS Division Chief, on changes in the billing process and new requirements for data gathering as they occur. In addition, the CONTRACTOR must apply up to 3 hours training on the use of the read-only version of the software to be provided under this contract for OCEMS-based use.</p>	<p><a href="#">Training p. 24</a></p>
<p>The CONTRACTOR also agrees to provide:</p>	
<p>All invoices and related insurance forms with remittance advice.</p>	<p><a href="#">Summary Of Features p. 30</a></p>
<p>Return envelope with the address designated and approved by OCEMS. Window envelopes are acceptable for satisfying this requirement</p>	<p><a href="#">Return Envelope p. 12</a></p>
<p>Postage for the mailing of all said invoices and forms for the billing operation.</p>	<p><a href="#">Summary Of Features p. 30</a></p>
<p>Patient statement with a message "Credit/debit cards and checks are accepted. Checks must be made payable to Okaloosa County EMS". Patient statement must include both a CONTRACTOR telephone number and a local (Okaloosa County Emergency Medical Services) number for patients to call for assistance. This number will be provided on the second and subsequent invoices. A web address with credit card payment functionality will be included for patients to make internet payments. A sample of the invoice is to be provided.</p>	<p><a href="#">Patient Invoicing p. 17</a></p>
<p>What is your process to locate and correct any incorrect billing address for billable patients?</p>	<p><a href="#">Verification p. 12</a></p>
<p>A working agreement with all hospitals serviced by Okaloosa County Emergency Medical Services for acquisition of patient demographic data.</p>	
<p>The CONTRACTOR must provide OCEMS with a refund request, in a timely manner that also ensures Medicare 60-day compliance, including all patient information relating to refund payments to patients and/or insurance company indicating the refund payee's name, address, and reason for refund.</p>	<p><a href="#">Patient Invoicing p. 17</a></p>
<p>The CONTRACTOR shall follow-up on electronically submitted claims for which payment has not been received between 30 and 45 days following initial submittal. Follow-up shall be accomplished on all unpaid paper claims between 45 and 60 days after initial submittal. Follow-up efforts and results must be documented and available to the COUNTY. Follow-up efforts subsequent to the initial effort must also be documented and retrievable.</p>	<p><a href="#">Refunds p. 18</a></p>
<p>The CONTRACTOR agrees to provide the COUNTY with information necessary for OCEMS to pursue collection of non-sufficient fund checks.</p>	<p>Digitech accepts this requirement.</p>



RFP Section	Page References
<p>OCEMS has the right to audit all financial records pertaining to the billing and collection for OCEMS.</p>	<p><a href="#">Auditing &amp; Compliance p. 8</a></p>
<p>Subpoenas: Any subpoena request processed through OCEMS and sent to the CONTRACTOR via fax or mail will be processed and sent to the individual names on the subpoena requesting the medical records.</p>	<p>Digitech accepts these requirements.</p>
<p>The CONTRACTOR shall keep a log of the medical records sent out in compliance with subpoenas or other legal and HIPAA compliant request and will send a copy of the PHI log electronically to the Privacy Officer of HIPAA on a monthly basis. A copy of the request will also be placed in the medical records.</p>	
<p>The CONTRACTOR will comply with any special report request in reference to transport locations and response modes to specific locations on a case-by-case basis.</p>	<p><a href="#">Reporting p. 25</a></p>
<p>The CONTRACTOR agrees to provide the following reports:</p> <ul style="list-style-type: none"> <li>• Distribution of Charges and Collections – This report will track the charges, payments and financial class mix of all patients for a given month or other specified period. (Provide sample of this report.)</li> <li>• Aged Receivable Report – This report will have outstanding invoices sorted by date or account for thirty, sixty, ninety, one-hundred twenty and over one-hundred twenty days. This report will provide totals for these categories. (Provide sample of this report.)</li> <li>• Patient Alpha Listing – This report lists all patients alphabetically by patient name. (Provide sample of this report.)</li> <li>• Monthly Payment Listing – This report lists payments, required charge offs (adjustments), and refunds posted to each patient’s account. (Provide sample of this report.)</li> <li>• Overpayment (Refund Request) Reports – This report lists all patients due refunds because of overpayment of account. (Provide sample of this report.)</li> <li>• NSF Check Reports – This report lists all patients due refunds as a results of overpayment of account. (Provide sample of this report.)</li> <li>• A reconciliation report on the 15th and the last day of the month that will show all patients that have been billed for the previous 15 days. The invoice will display the ePCR number, date of service, level of care (BLS, ALS, ALS-2, SCT, etc.), miles transported, patient billing code assignment, and the total amount of the invoice. (Provide sample of this report.)</li> <li>• A reconciliation report on the 15th and the last day of the month that will show a breakdown of BLS/ALS/ALS-2 patients and the mileage charges for each category. It will be broken down per category to insure all ePCRs processed and forwarded to the CONTRACTOR have been processed within the approved time line. (Provide sample of this report.) Additionally, any other mutually agreed upon report(s) as may be required.</li> </ul>	



RFP Section	Page References
<p>The CONTRACTOR shall provide capability of OCEMS Administrative staff to place scanned copies of documents on to relative patient chart(s). This would include, but not limited to: attorney requests, release of information, bankruptcy notice, correspondence from insurance companies, death certificate, etc.). OCEMS will notify CONTRACTOR of pertinent billing information placed on account(s).</p>	<p><a href="#">SecureDocs p. 23</a></p>
<p>The CONTRACTOR shall provide “special billing” as directed by OCEMS administrative staff, to include hospitals, jails, hospice agencies, paid standbys, etc.</p>	<p><a href="#">Special Billing p. 14</a></p>
<p>The CONTRACTOR shall agree to contact OCEMS Administrative staff regarding discrepancies that could affect accounts for clarification to the ePCR or accounts.</p>	<p><a href="#">Missing Information p. 13</a></p>
<p>The CONTRACTOR shall only bill insurance companies for payment in the case of DOA. Patient’s family are not to receive invoices on DOA cases.</p>	<p>Digitech accepts this requirement.</p>
<p>The CONTRACTOR shall ensure the maintenance and timely revalidation of the COUNTY’s Medicare / Medicaid billing privileges.</p>	<p><a href="#">Validations p. 21</a></p>
<p>The CONTRACTOR shall be subject to the following Performance Incentives and Penalties:</p> <p>The CONTRACTOR will be expected to maintain a minimum collection rate of 40% on an annual basis. If the CONTRACTOR exceeds a collection rate of 45% on an annual basis, the CONTRACTOR will receive a 10% incentive/increase of his current rate.</p> <p>The CONTRACTOR will agree to reimburse the COUNTY for the full invoiced amount of lost revenue resulting from the CONTRACTOR’s failure to perform the responsibilities of insurance eligibility and verification, coding, charge entry, and timely claims submission and invoicing as specified above.</p>	<p>Digitech accepts these requirements.</p>
<p>The CONTRACTOR shall follow the below Performance Schedule:</p> <p>Patient statements shall be at maximum intervals of 35 days with no patient receiving a statement until their insurance has had opportunity to act on the claim. Opportunity is defined as at least 60 days. Initial bills to insurance carriers are to be sent within five (5) days of the CONTRACTOR receiving all necessary information to enable the billing process.</p>	<p><a href="#">Invoicing p. 14</a> <a href="#">Invoice Cycle p. 15</a></p>
<p>COUNTY employees and immediate family members will have all transport and treatment charges applied to their current insurance; any outstanding balances will be waived minus deductible. When an employee contacts the CONTRACTOR upon receiving their first billing, the CONTRACTOR must verify employment with the Okaloosa County Human Resources Department before waiving those charges.</p>	<p>Digitech accepts this requirement.</p>



RFP Section	Page References
<p>Computer Hardware, Software, and Training. The vendor will provide and include for a negotiated percentage of net collections; the following necessary computer hardware, software, equipment, internet service and training (hereafter collectively the "Equipment") for the three-year initial term and any additional terms.</p> <ul style="list-style-type: none"> <li>o ePCR software, including:               <ul style="list-style-type: none"> <li>o All software updates</li> <li>o Cardiac Monitor interface</li> <li>o 3 days initial training</li> <li>o Annual refresher training with supporting documentation</li> <li>o CAD interface with SmartCop industries software; and</li> <li>o State of Florida required EMSTARS patient statistical data reporting capability and timely data transfer for all patients transported by the county as required by the State of Florida Department of Health.</li> </ul> </li> <li>• 32 new ruggedized laptops, including:               <ul style="list-style-type: none"> <li>o Touch screen for signature capture; and</li> <li>o Full service warranty on all computers,</li> </ul> </li> <li>• Verizon Connectivity, including data package for life of the Contract.</li> <li>• 110v and 12 volt charging cables (2 each)</li> </ul>	<p style="text-align: center;"> <a href="#">ePCR p. 22</a>  <a href="#">Hardware p. 22</a>            Attachment 1            Attachment 2         </p>

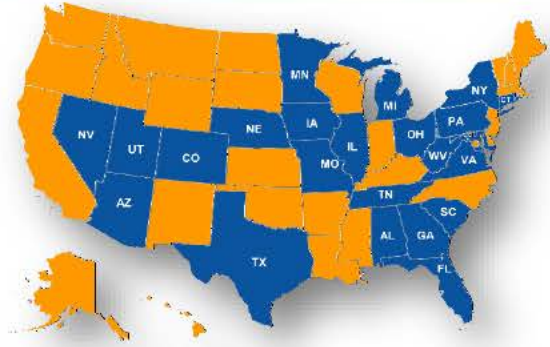
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## COVER LETTER

Digitech is pleased to submit this proposal in response to Okaloosa County's Invitation to Negotiate ITN PS 01-20. We have carefully reviewed the requirements of the RFP and are confident that we understand the Scope of Work and will meet and exceed the County's expectations should we be awarded this contract.

Digitech is a New York company, incorporated in 1984. Our contact information follows:

480 Bedford Road  
Building 600, 2<sup>nd</sup> Floor  
Chappaqua, NY 10514  
Phone: (914) 741-1919  
Email: [sales@digitechcomputer.com](mailto:sales@digitechcomputer.com)  
Federal Tax ID #: 11-2693136



■ = Digitech Client States

Digitech Computer LLC is a privately held limited liability company. Since our inception in 1984, we have specialized in ambulance billing and currently process over \$1 billion in ambulance claims annually for private, municipal, and hospital-based ambulance service providers in 24 states.

*To date, we have increased collections over the previous solution every time we have been contracted.* This includes several major municipal services such as Dallas, Baltimore, Memphis, Atlanta (Grady Memorial EMS), St. Louis, Las Vegas, Dayton, Gwinnett County GA, and Berkeley County SC. Our most prolific example is the City of Houston, which has grown from \$28 million to more than \$68 million, and where Digitech has delivered an additional \$104 million in funds we have helped the City recover to date from the Texas Ambulance Supplemental Payment Program.

Digitech is financially stable and without debt. Without outside pressure, prudent long-term decisions can be made, and we can carefully select which potential new clients we pursue while ensuring that our existing clients continue to thrive.

*Our references speak for themselves.* Our growth has been by referral rather than by acquisition, enabling us to add clients in an orderly fashion, maintain centralized processing, standardize training and procedures, and deliver continuity of service for our clients.

Digitech's centralized, one-team, one-system approach offers a senior management group with over 200 years of combined ambulance billing experience and a 10-person IT team whose only function is to develop, upgrade, and maintain *Ambulance Commander*, our proprietary ambulance billing system. *Ambulance Commander's Dashboard* makes demographics, operational statistics, and financial data easily accessible in real-time for full analysis by Digitech and our clients 24/7.

**At Digitech, you'll talk to real people who understand EMS and understand your agency. We're big enough to handle the largest clients, but small enough to know each one personally.**

Digitech offers our partners the perfect balance of advanced technology and experienced staff. This combination allows Digitech's performance to surpass that of our competitors. We believe we are the only ambulance billing firm in the U.S. who can claim all of the following:

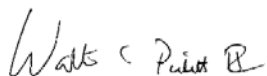
- Maximized collections **every time** we have been contracted
- A **proprietary ambulance billing** system which is arguably the most sophisticated system of its kind and was awarded a Product Innovations Award by *EMS World*
- **Multiple technological innovations**, including the development of unique products to maximize collections performance
- **Centralized processing** in our headquarters located in Chappaqua, NY to ensure operational efficiencies
- **No work offshored to countries outside the United States, and no intention of ever doing so**
- A comprehensive implementation plan that ensures that new clients often benefit from **immediate increases in cash flow**
- An active compliance program that incorporates multiple regulatory safeguards, including an annual SOC 1 Type II audit - **and a flawless compliance record attesting to our dedication**
- Powerful and comprehensive reporting that provides flexibility, ease of use, real-time graphical data, transparency, and the **ability to customize to meet any reporting need**
- **Breadth of experience** with clients of all sizes across the four major segments of the industry including municipalities ranging in size from 1,000-150,000 transports, hospital-based systems providing 4,600-120,000 annual transports, private entities with 7,000-33,000 transports, and volunteer organizations providing as few as 150 transports annually

Our successes define us. Digitech is a company with significant technological and reporting capabilities born from our origin as a software company. We have successfully merged our technology and our people to create a uniquely powerful system. We take a consultative approach to client relations and put a premium on compliance and customer service.

Digitech recognizes the County's desire to achieve a number of financial, technological, and reporting goals. Our response details a comprehensive plan that will achieve these objectives while meeting all requirements of ITN PS 01-20. We will deliver all contract requirements to the highest standards of performance, transparency, and integrity. Okaloosa County will be provided with state-of-the-art technology, flexible reporting capabilities, improved collection results, and complete project management. We thank you for the opportunity to bid on this contract and look forward to further communications with the County.

The undersigned further represents and warrants that this bid is a firm and irrevocable offer for a period of 180 days and that he has full and complete authority to submit this proposal to the County on behalf of the bidder and enter into Contract if this proposal is accepted. The signature represented is authorized to bind the offeror to contract with the County.

Sincerely,



Walt Pickett II  
Chief Operating Officer



## QUALIFICATIONS AND EXPERIENCE

Digitech was started as a consulting firm specializing in software for business analytics. In 1987, founder and CEO Mark Schiowitz decided to focus Digitech on medical transportation software, an industry which he had learned in the family-owned ambulance company. Mark proceeded to write the initial versions of *Ambulance Commander*, Digitech's proprietary ambulance billing and dispatch system. Within a few years, much of the New York

<b>Digitech's Reach National</b>	
<b>Number of Professional Staff</b>	<b>165</b>
<b>Years in Business</b>	<b>35</b>
<b>Corporate Structure</b>	<b>LLC</b>
<b>Number of States</b>	<b>24</b>
<b>Number Transports Processed</b>	<b>1.5MM annually</b>
<b>Gross Charges Processed</b>	<b>\$1.02 Billion</b>

ambulance industry was using Digitech's software. Digitech became intimately involved in all facets of the implementation process including staffing, training, and custom report development. The firm successfully assisted over 70 companies to set up in-house billing departments. Several are still clients, including one that first partnered with us in 1987. This experience suggested a formula that could dramatically improve the billing and collections process, but success would require significant investment in technology and a departure from the established software sales model: Digitech needed to offer a service that would handle all aspects of claims processing for clients. In 1994, Mark invited Joyce Kerulo to join the team to build Digitech's billing services division. Joyce was a strategic hire for Digitech and she is now a Senior VP of the company.

Following that success, we were contracted by a number of other New York hospitals including St. Vincent's, Catholic Health Services, Long Island College Hospital, Jamaica Hospital, Our Lady of Mercy, and some private services, including Community Medical Transportation, Mercy Ambulance, Citywide Ambulance, and Senior Care Emergency Medical Services. In every case we showed significant increases in collections over the previous solution and soon built a reputation for maximized collections, high level technology, efficient processes, and in-depth reporting. On the back of those verifiable successes, we entered the municipal market by winning Burnsville, MN, Orem, UT, Stamford, CT, and several New York and New Jersey clients. Again, we showed significant collections improvements and earned high praise for technology, process, and reporting capabilities that clients found revolutionary.

Digitech's reputation continued to grow by winning contracts in Johnson County KS and Memphis TN, followed by Baltimore, Gwinnett County GA, Dallas, Grady Memorial Hospital EMS in Atlanta, and Houston Fire Department.

**165**  
employees with  
backgrounds in  
healthcare and IT

Today we are 165 people made up of engineers, developers, EMS experts, EMTs, former EMS directors, medical transportation specialists, editors, and certified coders. To date, we have increased collections every time we have been contracted while maintaining a flawless compliance record.

**Partnering with Digitech means you'll work with real people who understand EMS and understand your agency. We're big enough to handle the largest clients, but small enough to know each one personally.**



*Our Successes Define Us*

Over the course of 35 years in the ambulance transport billing business, Digitech has successfully merged our technology and our people to create a uniquely powerful system. We take a consultative approach to client relations and put a premium on compliance and customer service. By staying centralized without offshoring any of our processes, we have been able to improve in each of those areas as we have grown, and achieve improvements in collections like those detailed below.

From large to small agencies, our results show that we consistently outperform our competition<sup>1</sup>.

<b>Memphis Fire Rescue</b>		<b>Collection Increase per Claim</b> <b>Aggregate Revenue Increase</b>	from \$202 to \$253 — 23% \$15,810,003 <sup>2</sup> to \$19,005,172 <sup>3</sup> ▲ \$3,195,169 or 20%
<b>Dallas Fire Rescue</b>		<b>Collection Increase per Claim</b> <b>Aggregate Revenue Increase</b>	from \$205 to \$253 — 23% \$13,793,085 <sup>4</sup> to \$17,717,503 <sup>5</sup> ▲ \$3,924,418 or 29%
<b>Gwinnett County Fire &amp; Emergency</b>		<b>Collection Increase per Claim</b> <b>Aggregate Revenue Increase</b>	from \$361 to \$456—26% \$11,338,330 <sup>6</sup> to \$15,752,838 <sup>7</sup> ▲ \$4,414,508 or 39%
<b>Houston Fire Department</b>		<b>Collection Increase per Claim</b> <b>Aggregate Revenue Increase</b>	from \$261 to \$288—10% \$35,571,463 <sup>8</sup> to \$41,345,949 <sup>9</sup> ▲ \$5,774,486 or 16%
<b>Johnson County Med-ACT</b>		<b>Collection Increase per Claim</b> <b>Aggregate Revenue Increase</b>	from \$269 to \$332 — 23% \$3,956,258 <sup>10</sup> to \$5,271,004 <sup>11</sup> ▲ \$1,314,746 or 33%
<b>Lee's Summit</b>		<b>Collection Increase per Claim</b> <b>Aggregate Revenue Increase</b>	from \$319 to \$350 — 10% \$1,626,711 <sup>12</sup> to \$2,030,574 <sup>13</sup> ▲ \$403,863 or 25%

<sup>1</sup> These numbers represent first year collections

<sup>2</sup> Actual collections 2008 RFP

<sup>3</sup> Actual collections 2014

<sup>4</sup> Actual collections FY 2011 including accruals

<sup>5</sup> Actual Collections for FY 2013

<sup>6</sup> Actual Collections 2011 RFP

<sup>7</sup> Actual 2012 collections

<sup>8</sup> Data supplied by Houston Fire Department during 2013 contracting

<sup>9</sup> Actual collections FY 2013-2014

<sup>10</sup> Actual collections 2007 RFP

<sup>11</sup> Actual 2008 collections – actual collections in-2014 were \$6,831,886

<sup>12</sup> 2014 Lee's Summit collections

<sup>13</sup> Actual 2015 net collections



## Partnership

By partnering with Digitech, Okaloosa County will receive the highest quality EMS billing service centered on innovative technology, responsive customer support, real-time reporting, and integration expertise. We have been providing Billing Services for EMS Transports for over 35 years, and we currently serve municipal and private ambulance entities in 23 states and process over \$1 billion in claims.

Digitech takes a consultative approach to ambulance billing projects because experience dictates that every client is different, every client needs a unique combination of services, and some degree of solution customization is always beneficial. As part of this consultative style, we consider it our responsibility to keep the County up-to-date on important changes to regulations in the EMS industry in the state of Florida and across the country. The County can be assured that by staying on top of regulatory changes and observing industry best practices, we are able to maintain the resources we need to integrate compliance within all of our business activities and serve as informed advisors for County officials.

Okaloosa County will be provided with a deep pool of resources and experience to be called upon as you deem necessary. These resources include our innovative technology and dedicated staff of EMS billing experts. Our technology and our people work together to create a uniquely powerful system that puts a premium on compliance and customer service. This unique approach will allow Digitech to increase billing efficiency and maximize collections for Okaloosa County.

## Consulting Services

Ongoing consultation related to all aspects of billing and collections for ambulance charges will be provided to Okaloosa County throughout the course of the contract. We consider it our responsibility to stay informed and stay ahead of changes to all laws, regulations, and rules that guide the ambulance transport industry and to pay attention to new and revised interpretations of those laws and policies. We will watch closely any developments in the changing landscape of Medicare and Medicaid reimbursements that may affect collections for OCEMS, and keep the County informed of any requirements for changes to processes or policies. We will bring our experience handling clients of all sizes in 24 states to bear on the client-billing service relationship.

Active membership in industry trade organizations, participation in regional and national ambulance associations and conferences, and consultation with authorities on ambulance industry law allow Digitech to continuously monitor industry trends and track updates to Federal, State, and local rules and regulations. By staying on top of regulatory changes and observing industry best practices, we are able to maintain the resources we need to integrate compliance within all of our business activities and serve as informed advisors for our clients.

Digitech will meet with Okaloosa County on a mutually-agreed upon schedule to review policy changes and performance.

**“We have been, without exception, delighted with the thoroughness, responsiveness and ease of communication with Digitech!”**

**Dawn S. Graham**  
Emergency Medical Services, Admin Support Specialist  
Berkeley County, SC

## Meet Your Team

As part of your partnership with Digitech, Okaloosa County will have access to our entire team of EMS billing experts. You will have the mobile numbers of our CEO and SVPs to ensure that you have emergency access 24/7. Technical Support is available around the clock at (914) 741-1919 ext. 1.



**Walt Pickett, II**  
Chief Operating Officer

25 yrs



**Joyce Kerulo**  
Senior Vice President  
Billing Services

25 yrs / 35 yrs



**Ben Lambert**  
Vice President  
Technology

16 yrs



**Brad Stuart**  
Vice President  
Billing Systems

16 yrs



**Mitch Holder**  
Executive Director  
Analytics

2 yr / 32 yrs



**Mary DelFranco**  
Supervisor  
Account Management

9 yrs / 16 yrs



**Anthony Santos**  
Senior  
Account Manager

5 yrs



**Fran Cuzzo**  
Vice President  
Billing Services

19 yrs / 37 yrs



**Cathy Tenzyk**  
Vice President  
Billing Services

17 yrs / 33 yrs



**Maxine D'Agostino**  
Vice President  
Billing Services

7 yrs



**Kim Carra**  
Verifying Manager

9 yrs



**Max Dekle**  
Data Analytics

10 yrs

Years @ Digitech / Years Industry Experience

Our staff of more than 160 people focuses exclusively on EMS billing. This is one of the greatest resources we can offer the County. A select group of our certified coders and patient collectors will be trained on Okaloosa County's specific billing process requirements and only those billers will work the County's claims. Additional billers will be cross-trained to account for any vacations, unforeseen absences, or temporary reassignment due to a spike in volume.

The implementation of services for Okaloosa County will be overseen by Walt Pickett, Digitech's Chief Operating Officer. He will also be the primary point of contact for the County during this project. Mary DelFranco, Digitech's Account Management Supervisor, will be in charge of training and coaching end-users on system functionality. The County will be able to contact Mary and her team 24/7 with any questions related to the business aspects of implementation. Anthony Santos, one of our Senior Account Managers, will oversee the onboarding process and authorization of the County as an EMS billing service provider.

Joyce Kerulo, Digitech's Senior VP of Billing Service, will oversee the setup of Digitech's billing process for Okaloosa County, and will be the senior-level point of contact for the County during the term of the contract. Joyce's team will handle all aspects of billing for Okaloosa County. Fran Cuzzo, VP of Billing Service, will oversee all aspects of patient collections, process electronic and paper billing, and provide high level support to the IT department with testing new processes in Digitech's systems. Cathy Tenzyk, as VP of Billing Service, will attend to regular random audits of Okaloosa County claims to guarantee compliance with all federal and state regulations. Maxine D'Agostino will ensure that the County's implementations for Medicare and Medicaid are handled in compliance with Florida and U.S. regulations.










Ben Lambert, Digitech’s VP of Technology, will manage the technical aspects of implementation. He will supervise a team of programmers and analysts that will work to ensure all of the County’s technological needs are met. One of the key members of our technological team is Max Dekle, Digitech’s Data Analytics Specialist. He will create any custom reports that the County needs and enroll the County in Digitech’s award-winning *PCR Lens* reporting application. Finally, Mitch Holder will be a day-to-day resource for the County’s financial and operational managers. He will guide and assist the County in maximizing the business insights available through the *Ambulance Commander Dashboard* and *Analytical Scorecard* and in analyzing, understanding, and responding to the challenges that the County may face in the ever-changing EMS marketplace.

Amanda Compton, our Certified Ambulance Compliance Officer, will provide Okaloosa County with any compliance training, compliance plan development support, and consultation on fee schedules that the County officials may find necessary.

### EMS Billing Through Innovative Technology

*Ambulance Commander* is Digitech’s proprietary software package specifically designed for the medical transportation industry. It is composed of a series of discrete modules developed to manage all aspects of EMS billing and related data management and reporting, which are described below.

- Dashboard**  Customizable interface that gives users a real-time picture of operations
- Sleuth**  Demographic search tool finds missing patient or insurance info
- Appeal-IT**  Automated, unrelenting appeals processing
- SecureDocs**  Document Management Imaging System
- Portal**  Secure online access for patients to update information or pay their bills
- Sentinel**  Operational performance tool monitors key performance indicators
- PCR Lens**  See, measure, and improve the quality of data collection in the field

*Ambulance Commander* is already fully integrated with all of the major ePCR systems. We have built, tested, certified, and deployed what is now our standard interfaces many times over and have complete confidence in our ability to seamlessly integrate with them again for this project.

Digitech’s Account Management team will train OCEMS personnel on how to review all aspects of *Ambulance Commander*, including the audit system. All authorized County personnel will have 24/7 access to the *Ambulance Commander* billing system. This includes financial reports, reports on all key performance indicators, dispatch reporting, claim details, the capacity to add notes to individual call records, and the ability to print an invoice, receipt, or statement.



In addition, several real-time reporting features will enable the County’s EMS administrators to keep an up-to-date picture of financial and operational statistics at their fingertips. These interactive tools will allow the County to see summarized totals and drill down to the individual patient, claim, or transaction audit level whenever desired. Three examples of these powerful reports are the *Ambulance Commander Analytical Scorecard*, the *Ambulance Commander Financial Scorecard*, and the *Dashboard*.

## Auditing and Compliance

Our clients have complete, secure, permissions-based access to the **Ambulance Commander** system on a 24/7 basis. Clients also have the right to audit our systems in a manner consistent with generally accepted accounting practices (GAAP) and the specific requirements of their contracts.

- Digitech focuses tremendous resources on auditing and monitoring our processes.
- We support continuing education for our employees and encourage them to obtain industry certifications
- We have a Certified Ambulance Compliance Officer on staff
- We have a dedicated QA team of 8 people that continuously conducts random claims audits
- We regularly submit ourselves to voluntary external audits by industry experts

Our auditing and quality assurance efforts ensure we maintain consistently low error rates, and our commitment to compliance has resulted in an impeccable compliance record. A key element of our culture is to foster communications between our billing team and our clients to discuss the results of audits done by the Quality Assurance group or any other entity. **We are proud that over the past 15 years neither Digitech nor our clients have been fined for a compliance issue.**

## HIPAA Compliance

Digitech is responsible for ensuring the privacy and security of all patient information we receive or use under both the Privacy Regulations (Privacy Rule) and the Security Regulations (Security Rule) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

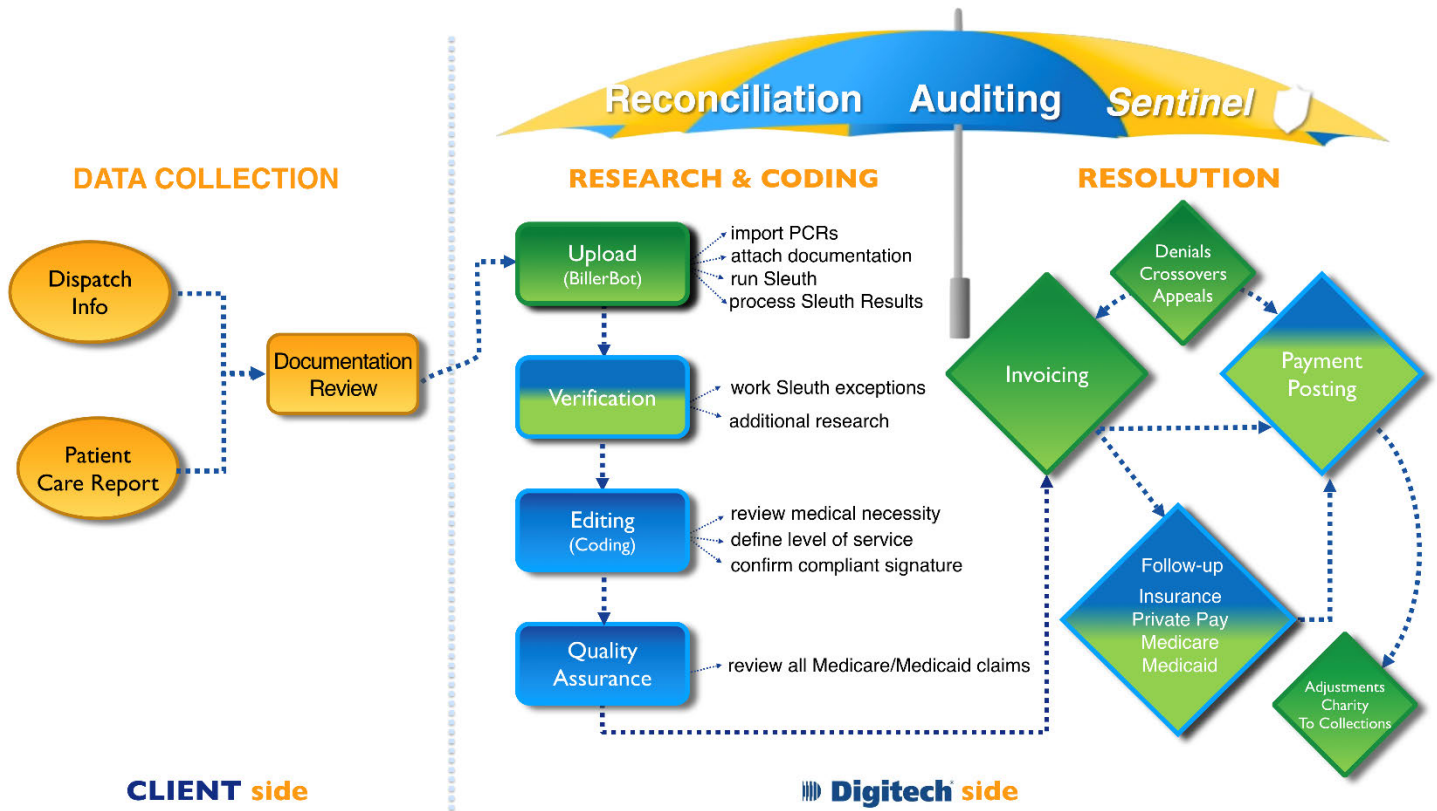
Digitech is committed to ensuring that our Privacy and Security Policies, Procedures, and Training are up to date and effective in safeguarding the confidentiality, integrity, and availability of PHI and e-PHI received, maintained, and transmitted by our company. We will adjust our policies and procedures accordingly based on periodic reviews and evaluations of our privacy protection systems.

Digitech is fully compliant with all HIPAA requirements for the management and handling of protected health information (PHI) and privacy notification procedures. We have implemented a comprehensive HIPAA compliance program that incorporates the following ongoing measures:

- Membership in organizations that provide research and updates with respect to current Federal and State law and best practice guidelines.
- Incorporation of detailed compliance awareness and established procedures within all training systems and at all levels. Training covers the regulatory requirements as well as the procedures and processes developed by Digitech. These include electronic configurations, business rules, and communication rules to ensure compliance with all regulatory, privacy, and security requirements.
- Automated tracking and monitoring systems including automated fraud indicator flags, compliance tracking, and intrusion detection and prevention.
- Quality assurance programs that ensure a daily focus on compliance management and verification.
- Comprehensive personnel screening and monitoring.
- Comprehensive binding terms and conditions within contracts between Digitech and suppliers.
- Outreach security and compliance assistance and training for both suppliers and customers.
- Legal and compliance advisory services.

# SCOPE OF WORK

## Billing Process



**Digitech achieves exceptional results for every client, every time.** This is true whether the service is large or small, converting from billing in-house, or using a billing service. According to our clients, they also see improvements in level of service, technology, and reporting capabilities. This is not by accident – it’s by design. Our business model marries advanced IT solutions with a highly experienced and knowledgeable team that manages every detail of each account.

Our compliance plans and collections policies adhere fully to all Local, State, and Federal laws and regulations regarding collections, financial transactions, privacy, and “standards of reasonable care” for information handling, management, and destruction. This includes full compliance with FDCPA (Fair Debt Collection Practices Act), FACTA (Fair and Accurate Credit Transactions Act), FCRA (Fair Credit Reporting Act), GLB (Gramm-Leach-Bliley Act), FERPA (Family Educational Rights and Privacy Acts) and COPPA (Children’s On-Line Privacy Protection Act). Digitech places importance on the aspects of our business that enable our firm to stay ahead of regulatory requirements and changes, as well as the resources we need to integrate compliance within all of our billing and collection activities, training, and quality management programs.

A structured implementation plan is the foundation for an efficient transition and ultimately a successful partnership. Communication avenues will be established between Okaloosa County and Digitech project leaders at the outset of the project and will include regular meetings (initially weekly) via conference calls, detailed and documented implementation plan updates, email exchanges, and phone calls. All policies, procedures, statements, and processes will be developed in consultation with OCEMS and in accordance with your protocols.



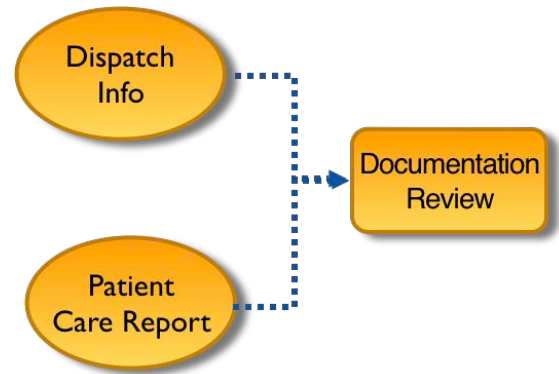
Digitech’s process for creating and billing ambulance transport claims can be broken down into three stages:

- Data Collection
- Research and Coding
- Resolution

### Data Collection

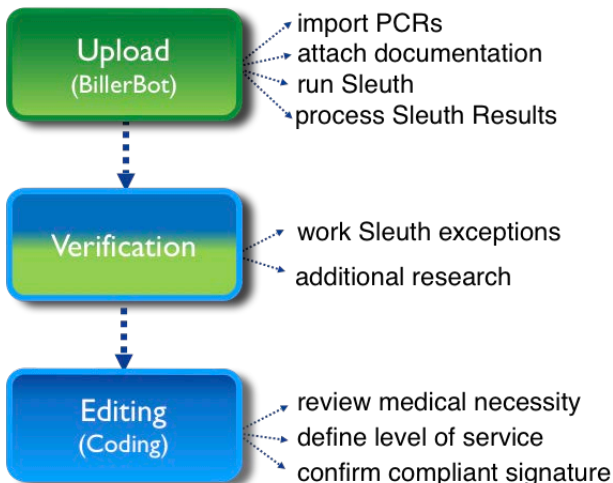
The first stage occurs primarily on the client side, from dispatch of the transport to the creation of the patient care record in the ESO ePCR application, or any ePCR application of the County’s choosing. The assistance that Digitech requires from our clients in order to perform billing services on their behalf is minimal, and well within the scope of the normal provision of ambulance transport services:

- Data collection, enhanced by the **PCR Lens** tools we offer to monitor the quality and quantity of the collected patient demographics and billable information.
- Timely provision of reasonably accurate patient care reports with narrative descriptions of treatments provided and drugs administered.
- Review by Okaloosa County’s Quality Assurance team to ensure that run records are complete and clinically accurate before marking them as “Ready to Bill” and preparing them for transfer to Digitech. While this step is not required, it is highly recommended.



During the implementation phase of the project, Okaloosa County’s active participation will be required to provide crucial information for registrations. We will also need the County’s cooperation in authorizing Digitech to sign registration forms in order to meet the timeline.

### Research and Coding



Our tested interface receives the billing and dispatch information from the ePCR provider’s servers once it is ready to bill, usually after a review by the County’s QA personnel.

Digitech will provide training to your medics to support the creation of compliant PCRs with narratives that accurately document all treatments provided and support their medical necessity. In addition, Digitech offers **PCR Lens**, a unique tool to help providers see, measure, and improve the quality of demographic and insurance data collection in the field.

Digitech pulls the billing and dispatch information from the ePCR host servers, and the second stage of the process begins.

## Data Upload

Pre-hospital Patient Care Reports and all associated transport data are uploaded into Digitech’s system via Secure File Transfer Protocol (sFTP). This process is typically completed within two to three hours each morning via an import routine written by Digitech for specific ePCR systems. Digitech has import routines for every major ePCR system on the market. Our routines are unique in that we import *all* of the information from the PCR system, not just the information required for billing. This greatly increases our ability to provide reporting and analytics that directly relate finances to patient care. Incident numbers, transport numbers, and individual record numbers (when multiple vehicles respond to the same incident or when multiple transports result from the same incident) are all recorded and associated with the claim numbers assigned by Digitech.

On a daily and monthly basis, Digitech will do a reconciliation to make sure that all ePCRs have been imported into the billing system. This process, along with Okaloosa County’s reconciliation process of matching an ePCR to each run, will ensure that all billable transports dispatched have been transferred to the billing system.

**We reconcile all transport records to PCRs. You will never lose a claim.**

Once the PCR data has been reconciled, our billers can see all critical transport data, including the dispatch data, the crew data, the unit data, etc. They can also see the Patient Care Report which contains the details of the patient assessment, the treatments and interventions provided, and the narrative entered by the responding medic. With this information, they can begin the next step in the billing process – Verification.





## Verification

Verification is the process of finding missing billing and demographic information and confirming the data that is currently available. This process is completed within one business day of receipt of Patient Care Report data. Our verifiers do the following:



- Access multiple public and private databases to locate missing patient information.
- Contact the patient by phone to get insurance information when necessary.
- Contact admitting hospitals to get patient information that can be used to find insurance information using our demographic search tools. When possible, we build electronic bridges to hospitals to enable direct querying of patient databases or transfer of patient demographic and insurance data.
- Use clearinghouses to find or verify insurance and demographic information
- Provide special invoicing forms with an easy to complete insurance information section and a return envelope, which make it easy for patients to return demographic and insurance information to Digitech by mail.
- Provide integrated web portals for each client where patients can check the status of their accounts, make payments, update demographic profiles, and provide insurance information.

### Using Public and Private Databases

Digitech uses our proprietary *Sleuth* search tool to connect to multiple large databases. Its search algorithms use any available data to locate the most probable source where additional demographic information may be discovered. The goal is to find the patient's social security number, which can then be submitted to other databases to find insurance information.

	● demographic data
	● eligibility
	● eligibility
	● eligibility
	● Medicare eligibility
	● state Medicaid eligibility
	● multiple hospital interfaces
	● address verification
	● demographic searches
	● white pages search
searches all available data sources	

### Using Clearinghouses

Using the demographic information available, verifiers then seek insurance information using large databases provided by clearinghouses to find or verify available insurance information and determine eligibility. This also allows us to find secondary insurance that field personnel will almost never obtain, and that even the receiving hospitals may not be able to provide. We validate Medicare, Medicaid, and all insurances on a daily basis for all of the claims that we receive.



In addition to verification of insurance information on file, we validate patient insurance status by feeding the verified Social Security number into our insurance polling system which queries multiple insurance companies in search of a policy number associated with that Social Security number. Digitech uses **Change Healthcare and other such databases**<sup>14</sup> for this process. Validation of patient insurance status is typically completed in a matter of hours on the same day the trip information was downloaded.

<sup>14</sup> [Change Healthcare](#) is a leading electronic health information aggregator, performing more than 6.4 billion health information exchanges annually



## Editing



### Editing

Editing is the intensive process by which we review each claim manually and determine level of service, medical necessity compliance, signature compliance, and mileage. As part of the editing process, Digitech's certified coders review the content of the ePCR, evaluate the narrative, decide whether the claim is billable, and if so, how the claim should be billed. It's important to get it right. Once the editing process is complete, claims are procedure coded and scheduled for invoicing. Any accompanying paperwork is verified and attached to the claim using Digitech's *SecureDocs* document imaging interface. Editing is typically completed for all claims within 24 business hours of receipt of ePCR data.



**The key to effective automation is knowing when NOT to automate. Digitech's coding process is not automated. Our certified coders review every claim after reading the entire PCR to determine the correct level of service and proper coding.**

## Resolving Missing Information and Discrepancies

When required for Medicare and Medicaid claims, Digitech will contact patients to obtain their signatures or those of their representatives. If we have exhausted all possible avenues of recovering missing information, our editors will compile a list of claims that cannot be edited or coded and therefore cannot be submitted, such as claims that are missing clinical information, trip origin or destination, or other critical transport details. Typically, this list represents less than 1% of claims we receive.

The County's team will usually be notified of these discrepancies within 48 business hours of receipt of ePCR data. We will ask Okaloosa County representatives to review these lists and supply us with the requested information if possible, and we will update each claim accordingly. *Ambulance Commander* provides an audit trail of every action undertaken, so each time a claim is touched in any way or any bit of information or documentation is added, deleted, or changed, the system creates a time-stamped record. Digitech will report all open issues for the month to OCEMS. Most issues are resolved prior to closing the month's transactions.

## Quality Assurance – The Human Element

**100%**  
of government claims  
are manually reviewed  
by our QA staff

Digitech's Quality Assurance (QA) team, headed by a NAAC-certified coder, is made up of eight staff members, all of whom have backgrounds as EMTs, paramedics, nurses, or ambulance billing professionals. The QA staff manually reviews 100% of Medicare, Medicaid, and Railroad claims. All Medicare claims are checked for medical necessity, mileage, and signatures. All Medicaid claims are similarly verified for medical necessity.

Our QA department frequently works directly with clients to ensure that they are trained on filling out the proper paperwork with as much accuracy as possible. If QA finds that the paperwork conflicts with the level of service listed in the claim, or if the narrative is not sufficiently informative, QA reaches out for more information. This could involve contacting the care facility or the patient for clarification.

## Resolution

Resolution of claims involves Invoicing, Posting, and Short-Pay follow-up. There is a circular dynamic between these steps as remittance processing often results in claims returning to the Invoicing function for re-billing to secondary and tertiary payers, for denied claims to be corrected and resubmitted, for appeals processing, or for balances to be invoiced directly to patients.

In more detail, the processing layer includes the following:

### Invoicing

Approximately 95% of the compliant claims completed by our clients make it through the Data Upload, Verification, and Editing processes so that they are invoiced within 24 business hours of being received. 98% are invoiced within 48 business hours of being received. Digitech will prepare invoices according to the rates and timelines established by OCEMS.

### Invoicing Commercial Carriers

This includes the submission of electronic files to carriers that accept them or sending paper claims to those who do not. Where possible, Digitech files directly with the carrier, but alternatively will file claims using intermediaries and clearinghouses. We prefer direct billing as it speeds the process, and faster processing speed typically results in better collections. In instances where the commercial carrier does not pay in full, Digitech will appeal the claim. Appeals are sent to carriers within 24 hours of a short-paid claim being posted. All commercial claims are followed up on a regular basis (typically every 20 days) until they are resolved.

### Invoicing Medicare or Medicaid

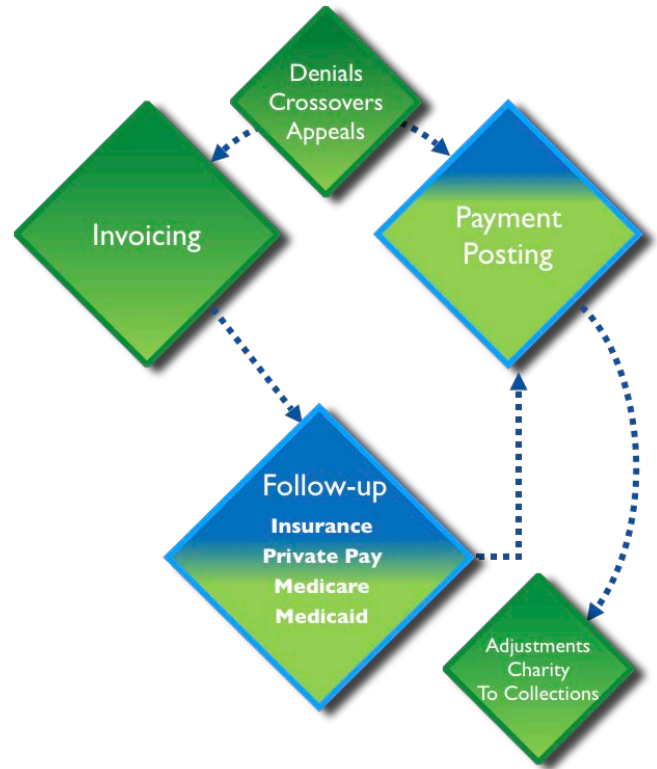
Digitech is focused on compliance. Depending on specific laws and regulations that may apply, before sending claims to Medicare or Medicaid we will verify that the:

- Level of service is correct
- Correct modifiers have been applied
- Signatures have been obtained
- Supporting Physician Certification Statements for non-emergency transports are attached
- Medical necessity of the transport is correctly documented
- Mileage is correct

Digitech will file directly and electronically with both Medicare and Medicaid.

### Special Billing Situations

Digitech is prepared to properly manage current and future special billing situations for Okaloosa County. This includes billing to hospitals, jails, and hospice agencies.





## Private Pay (Patient) Invoicing (3 invoice cycle)

Digitech uses mailers specially designed to make it easy for the patients to return valid insurance information. Our patient invoicing process is as follows:

- Once we have exhausted all efforts to locate and verify insurance coverage for a patient, an initial invoice is sent, usually within 48 hours of our receipt of the ePCR data.
- A statement of account is generated and mailed to the patient's responsible party 30 calendar days after the original invoice and followed up with a phone call to the patient or to the patient's responsible party.
- When a patient account is not paid after 60 days, Digitech sends a pre-collection notice in accordance with the County's policies and again follows up with a telephone call.
- Patient accounts that remain unpaid after 120 calendar days are sent to collections or adjusted in accordance with the County's policies.
- Digitech will be responsible for preparing and mailing all invoices and overdue notices. All notices, invoices, and letters will be delivered in a format approved by OCERS and in compliance with the provisions of the Fair Debt Collection Act and all other applicable laws and regulations.
- We employ a positive customer service approach in dealing with overdue accounts and do not engage in any form of debtor harassment, improper language, or unreasonable conduct at any point in the billing or collection process.

**Our calling campaigns include provisions for patients to set up payment plans or carry out charity plans as defined by the County.**

## Remittance Processing

In most cases a lockbox is used, which facilitates the payment process in the following ways:

- All payments will be immediately credited to Okaloosa County's account. Digitech will never have control over the County's cash.
- The bank will image all documentation so that both parties can view payment details at any time.
- The lockbox simplifies the process of reconciling deposits. Once a payment is received, often in the form of an Explanation of Benefits, funds are immediately posted to the County's account.
- Cash is reconciled every day. We never have unapplied accounts.

**“The City of Houston was profoundly pleased to discover that Digitech does not carry an unapplied funds account. We rest easy knowing that every dollar is correctly allocated.”**

**LaToya Jasper**  
Deputy Assistant Director  
Finance Department, City of Houston

### Payment via Paper Check

- Paper checks are received in a PDF format with the scanned check followed by the Explanation of Benefits.
- Each paid claim is pulled into Digitech's general posting utility using the invoice number included with the payment.
- The payment is posted by procedure code for insurance.
- If the insurance carrier provides 835 Electronic Remittance Advice files (ERA), the payment is posted using the 835.
- If there is no 835-remittance available, the payment is posted in general posting.
- Any remaining balance after receipt of payment from insurance providers will be appealed or crossed over to the next payer, depending on the contract we may have with the payer or the specific type of insurance plan.

### Payment via Electronic Funds Transfer

- Electronic funds transfer (EFT) payments are sent to Digitech by the client or made available to us via login to the client's lockbox. All EFT payments are posted via 835 ERA files.
- Each deposit date is balanced using a spreadsheet listing out the totals for the lockbox deposit and each carrier that pays via EFT.
- Any amount that is not posted by Digitech is displayed on the spreadsheet as Non-Digitech Cash.
- Each day's report will show total amounts for both Digitech and Non-Digitech payments arranged by payment source (lock box or EFT).

### Preferred Method for Credit Card Processing

Patients can access their account information through a secure and convenient online interface that we call *Portal*. Through *Portal*, patients can provide insurance information, update their demographic information, and review the status of their accounts. Credit card payments can also be made through a 256-bit SSL self-service payment interface. All credit card transactions processed for OCEMS will be handled in compliance with Payment Card Industry Data Security Standard (PCI DSS) regulations.



*As we approach completion of the first year in our agreement, I would like to thank Digitech and their staff for the professional, courteous, and responsive nature in which everyone conducts themselves. Digitech service has been exceptional.*

Dan Manley  
Assistant Fire Chief - Training  
City of Lee's Summit, MO



### Patient Invoicing

When we're dealing with your patients, we want to speak to them as you would. Digitech's Customer Service representatives, billing agents, and all other staff who interact with patients are comprehensively trained in best practices guided by the principles of HIPAA security, OIG Waste, Fraud, and Abuse rules, the HITECH Breach Notification rules, Red Flag Identity Theft rules, local, state, and federal laws and regulations, as well as compassionate care for patient privacy and patient rights.



**CITY OF SAMPLE**  
 DIGITECH COMPUTER, INC.  
 BILLING ON BEHALF OF SAMPLE FIRE DEPT  
 480 BEDFORD ROAD, BLDG 600 - 2nd FL  
 CHAPPAQUA, NY 10614  
 RETURN SERVICE REQUESTED

**TO PAY ONLINE:** BY CREDIT CARD OR PROVIDE  
 INSURANCE INFORMATION PLEASE VISIT  
[CITYNAME.PAYAMBULANCE.COM](http://CITYNAME.PAYAMBULANCE.COM)

STATEMENT DATE 11/18/14	PAY THIS AMOUNT \$1,090.00	INVOICE # DCITY00
----------------------------	-------------------------------	----------------------

SHOW AMOUNT PAID HERE: \$

CITY-43 000000001



JOHN TESTPATIENT  
 1 NE MAIN ST  
 SAMPLE XY 12345-1111

▼ Payment Address ▼

CITY OF SAMPLE  
 PO BOX 12345  
 SAMPLE, XY 12345-1111

Please check box if address is incorrect or insurance information has changed and indicate change(s) on the reverse side

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

TAX ID: 70-0000000  
 CITY OF SAMPLE

## INVOICE

N #: 1

PATIENT NAME	INVOICE #	INCIDENT #	INVOICE DATE		
JOHN TESTPATIENT	DCITY00	14000000	11/18/14		
<b>ORIGIN:</b>		<b>DESTINATION:</b>			
PATIENT RESIDENCE 1 NE MAIN ST SAMPLE, XY 12345		TEST HOSPITAL 1 TEST ST SAMPLE, XY 12345			
DATE	DESCRIPTION OF SERVICES PERFORMED	QTY	RATE	AMOUNT	
10/26/14	A0427 ALS EMERGENCY	1.0	\$1,075.00	\$1,075.00	
	A0425 MILEAGE	1.0	\$15.00	\$15.00	

Forms and patient communications are customizable for each client, so that they represent your service.

		<b>CREDITS:</b>	\$0.00
		<b>BALANCE DUE UPON RECEIPT OF THIS INVOICE:</b>	\$1,090.00
PLEASE FORWARD YOUR INSURANCE INFORMATION OR REMIT PAYMENT IN FULL UPON RECEIPT OF THIS INVOICE.			
FOR INQUIRIES CALL 888-000-0000 MON-FRI (8AM-6PM EST) OR EMAIL XXXX@DIGITECHCOMPUTER.COM			

810\_CDDIGI25\_DCITY

## Partially Paid Claims and Denials

If the claim is partially paid, one of the following will occur:

- The claim will be crossed over to the next payer if the original payer paid all that was legally due.
- The balance will be transferred to the patient if no additional insurance is available.

Sometimes the claim is denied.

- Less than 0.5% of claims submitted by Digitech are denied because our software traps claims for correction before they are submitted, speeding the collection process.
- The small number of claims that are denied will be corrected and sent back to the Invoicing function.



**<0.5%**  
of claims submitted  
by Digitech are denied

At times, the claim (or a portion of the claim) is not paid and we are reasonably sure will never be paid. This happens most often when invoices are sent to patients for whom we do not have and cannot find a valid address, but sometimes occurs when we reach a patient who is unable to pay. In those situations, claims will be sent to collections or adjusted according to Okaloosa County's protocols.

## Refunds and Overpayments

Digitech has three established methods of processing refunds:

- We set up a client-funded account from which refund checks are issued.
- We submit a refund request to the client, who then writes the refund check and notifies Digitech so that we can make the financial adjustment to the account.
- We write the refund check and submit the amount on our monthly invoice to the client.

Should Digitech be selected as the billing company for OCEMS, we will work with you to determine the most advantageous refund processing option for the County.

**“Digitech provides us with all the information necessary to approve refunds in a clean and easy-to-review refund package. In addition, the staff is always available and extremely helpful if a question arises regarding a refund claim.”**

**Bethany Akeret**  
Former Management Analyst  
Finance, City of Houston



## We Appeal All Short-Pay Claims

Digitech does not leave your money on the table. Here again, we leverage the power of hyper-automation to initiate and follow up on denials, appeals, and short-paid claims. *Appeal-IT*, another of the distinguishing automated features of the *Ambulance Commander* platform, systematically appeals the short-paid claim until we have successfully recovered the complete balance. Where a manual appeal process may become prohibitively expensive and tiresome, an automated process is both affordable and unrelenting.

## Receiving and Processing Patient Record Requests

Digitech uses ChartSwap (<http://www.chartswap.com>) as a repository for attorneys to request invoices, medical records, etc. for the clients they represent. The attorney's request typically consists of a letter detailing the nature of their request and a HIPAA form signed by the patient. After Digitech reviews the request, the attorney will be charged a fee based on the number of pages to be included in the document. The fee is inclusive of searching, handling, copying, and mailing costs.

## Segregation of Duties

Digitech is committed to maintaining security in our billing system. To ensure that the County is protected from loss, the same individual on Digitech's staff will not be able to enter billing information, adjust billings, post payments, or deposit funds.

## Speed of Processing Impacts Collections

Experience has shown that getting invoices out within a day or two of receipt of PCR data positively affects the outcome of the collections process, not only by avoiding timely filing issues, but also by enabling the follow-up on denials, partial payments, short-pay claims, and appeals to begin that much sooner.



**99.9%**  
of claims meet timely  
filing deadlines

Typically, within one business day of receipt of transport data, Digitech billing personnel initiate all automated batch claim processing tasks including:

- Electronic invoicing and filing
- Paper invoicing, printing, and mailing when appropriate
- Self-pay invoicing
- Facility invoicing (if applicable)

**“We’ve enjoyed excellent customer service, both for our personnel and our patients. Digitech’s management team is accessible and responsive, communicating easily with us whenever necessary.”**

Brandon C. Nelson, CPA  
Accounting Division Manager  
City of Orem, UT



## Final Claim Resolution Process

During the implementation of the contract, Digitech will sit down with OCEMS to understand and document the parameters so that we can then customize our processes to carry out those protocols as agreed. Generally, claims that go through the process and remain unpaid either go to collections or are adjusted according to the contract requirements. These amounts include:

- adjustments
- charity programs
- discounts
- claims sent to collections or written off in accordance with Okaloosa County's policy

## Collections Agencies

Digitech will adjust claims according to Okaloosa County's policies when we have not been able to make any contact or retrieve any kind of insurance information for a patient. We will prepare and transmit a file containing the claim data to your designated collection agency in a format and on a schedule determined jointly between Digitech, the collections agency, and OCEMS. Digitech will work with your designated collection agency to deliver follow-up and cash posting for any claims for which we handled the initial processing.



## Audits

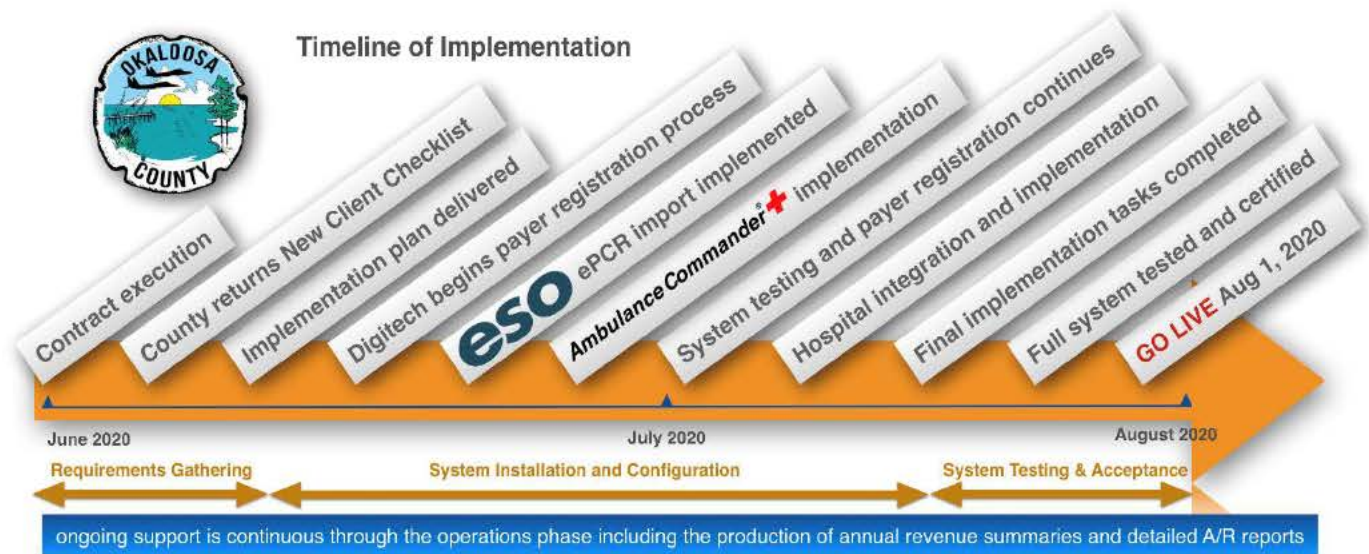
Permeating every aspect of Digitech's billing process is a series of Quality Assurance and Auditing functions that ensure all other processes, either manual or automated, deliver proper and accurate results.

In addition to automated functions that examine every link in the chain to verify that claims or data are not falling through the cracks, getting misdirected, or remaining unprocessed for any reason, we employ a team of QA personnel whose sole job is to check batches of claims manually every day to verify that both systems and people are processing all data with the high level of accuracy that we demand.

Further oversight and analysis of our automated processes includes continuous random claim auditing by our QA department; a monthly Financial Reporting Review done by our dedicated client account managers before monthly reports are sent out; biennial audits conducted by one of the premier firms serving the EMS marketplace; and annual SOC 1 audits conducted by WithumSmith+Brown, one of the nation's most respected accounting firms. Our final accuracy check is our cash posting process, which enables our specially trained cash posters to pick up anything missed by the other safety measures. The Explanations of Benefits tell the whole story.

## Implementation Plan

Digitech’s time-tested implementation plan will ensure a well-organized, speedy rollout of services with no interruption in cash flow to Okaloosa County. Central to a successful implementation plan is process organization. Process organization ensures that everything that needs to be done before Go-Live is completed, which in turn ensures a smooth transition from your previous vendor to Digitech. The figure below shows the key elements of our Implementation Timeline.



The three phases of implementation – Requirements Gathering, System Installation, and Testing – can be accomplished in 60 days.

Our implementation plan begins at Contract Execution with the Requirements Gathering Phase, using our New Client Checklist. A clear understanding of Okaloosa County requirements will permit a speedy System Installation and Tailoring Phase, at which time the key components will be set up and relationships established with stakeholders to ensure successful operation. During the System Testing and Acceptance Phase, users will be trained and all aspects of the system will be thoroughly tested to ensure they are working according to contract requirements and joint OCEMS and Digitech process requirements. Upon system acceptance, the Go-Live milestone is reached and the Digitech solution will begin billing and collection activities on behalf of Okaloosa County. From Go-Live forward, we will be in the final phase of the Implementation Plan, the Field-Testing Phase, where we will continue to work closely with OCEMS, the payers, and other stakeholders to ensure that all processes are performing as expected, making any adjustments necessary to ensure smooth operations.

Throughout the life of the contract, Digitech will ensure the maintenance and timely revalidation of Okaloosa County’s Medicare and Medicaid billing privileges.

**Weekly calls and emails track the progress of all implementation tasks. Digitech will stay engaged with OCEMS to ensure the timely completion of the project.**

### *ePCR Integration Expertise*

We have extensive experience with the integration of third party software systems which can include ePCR, dispatch systems, banking/lockbox accounts for timely payment, receiving hospital patient systems, etc. These critical integrations allow for the seamless transmission of data and are supported 24/7 by our in-house team of programmers and systems engineers.



Digitech's ***Ambulance Commander*** is fully integrated with the ESO Solutions EHR system. We have built, tested, certified, and deployed many times over what is now our standard ESO interface and have successfully integrated with the EHR solution numerous times to support operational deployments similar to those required OCEMS. The approach used by our teams for customization, installation, and training has been tested and proven extensively. We are confident of our ability to provide seamless integration with ESO Solutions.

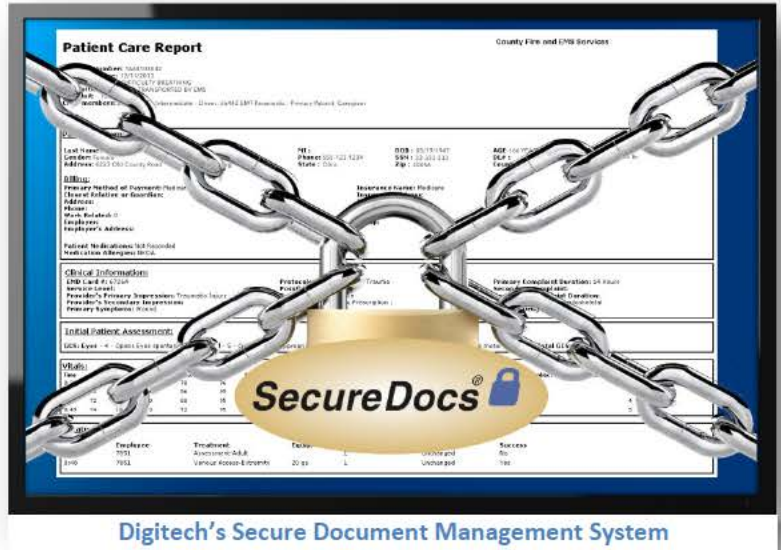
### *Hardware Expertise*

Digitech has extensive experience providing hardware to meet our clients' contractual needs. We would be happy to offer consultation and guidance to the County with regard to current best practices and the latest developments in hardware for mobile data terminals and handheld data collection devices with the goal of delivering hardware and connectivity solutions that integrate seamlessly with the County's existing infrastructure and systems. We are able to procure and configure electronic tablets with wireless capabilities as specified in your RFP and will work with Okaloosa County to create a hardware solution that meets both the County's needs and budget. Please see **Attachment 4** for more information about specs and costs of this equipment.



## SecureDocs®

**SecureDocs®** will bring document storage and management efficiencies to the County. **SecureDocs** allows EMS providers and Digitech to easily store, organize and retrieve documents relating to the transport. This includes letters, legal materials, or any other documentation that may be of value in the future. **SecureDocs** surpasses paper filing systems by providing one-click access to all documentation. Using Optical Character Recognition (OCR) and Barcode recognition technologies, **SecureDocs** provides full text search capability for all scanned images, simplifying the process of locating, viewing, printing, or emailing important documentation.



While paper-based filing can lead to misplaced documents, **SecureDocs** ensures accuracy by providing a complete audit trail of every document and transport. **SecureDocs** was created with a focus on security, and meets all HIPAA compliance standards. With 128-bit Secure Socket Layer (SSL) encoding and barcode technologies, all communication is secure. All images are stored and backed up on servers maintained by Digitech. Authorized users can store, manage, access, and share documents 24/7 through Digitech's hosted application server.

### Record Retention and Destruction

Records of all services performed, including data entry, record modifications, billing events, and all financial transactions are tracked by **Ambulance Commander's** audit trail function. These records are available to our clients in real-time, providing an unalterable record of every action ever taken on an account. Application users cannot manufacture or edit audit trail records from within **Ambulance Commander** and can only access audit trail data through read-only interfaces.

**Ambulance Commander's** audit trail function will give you access to real-time records of every action performed on your account.

Digitech will retain paper records for a minimum of ten years. Digital records will be retained indefinitely. Paper records requiring destruction will be destroyed by a NAID certified document destruction firm. A certificate of destruction will be maintained by Digitech. Digitech will maintain all data and billing records in a form permitting transfer to a new billing vendor within 30 days of the end of our contract. We will continue processing all existing accounts in our possession until collection efforts have been exhausted, then turn over any uncollectible claims to the County's designated collection agency in accordance with contracted protocols.

In the unlikely event of a breach or termination of contract, Digitech will immediately begin the process of transitioning all patient account information and billing back to Okaloosa County.



## Training Plan

Digitech will provide complete and ongoing training for the County's administrators on the **Ambulance Commander** system. During the final phase of implementation, we conduct user training so that the County will have qualified testers to conduct the final Acceptance Test. We will develop a Test Plan jointly with the County to ensure all contract requirements are met, which we will use during Acceptance Testing to guide testing and to evaluate results. We will work closely with the County to manage any discrepancies uncovered in Acceptance Testing, correcting and retesting as needed.

Digitech will provide the County with unlimited remote training to ensure efficient access and use of the **Ambulance Commander** software. Training will be provided in a Train the Trainer format allowing OCEMS to train other staff on the system as needed. Once the training has been completed, the County may identify a systems administrator who will have access to set up new employees with the appropriate permissions and security or change any employee's level of security at any time. This level of system control will enhance the County's data security by providing the specific level of access needed to employees on the system.

Training on the **Ambulance Commander** system will include learning how to access and create reports, how to research individual claims, and how to review and audit collections activity. While the monthly reporting package that we will provide will cover all aspects of revenue recovery and corresponding operational detail, it's critical to Digitech to make sure that our clients know that they can see everything that has happened on any claim at any time, and that they can track the status of collections at any point in the process.

To ensure that all employees who are involved in the billing process are confident in using **Ambulance Commander**, Digitech will provide comprehensive and up-to-date training. Training will be delivered on a schedule that will accommodate employee work schedules, and all training information and support materials will be updated and refreshed annually.

### Documentation Training

Digitech provides documentation training to help your medics improve their documentation and understand the importance of creating complete and compliant patient care reports. As emergency medical services become more integrated into the larger healthcare continuum, these skills will only increase in importance and value.

Documentation training will be provided to all OCEMS medics on a schedule agreed upon between the County and Digitech. Training will not disrupt normal shifts.



Digitech delivers comprehensive documentation training onsite and online.



## Accounting and Reporting

Digitech's standard monthly reporting package includes both detailed and graphical representations of critical financial data including Sales, Cash Receipts, Adjustments, Accounts Receivable, Days Sales Outstanding, Collection Percentages, Collections per Transport, and more. The package will be provided by Digitech and delivered to the County's specifications on a mutually-agreed upon schedule. These reports can also be produced by authorized client stakeholders on demand.

Our **Dashboard** module will enable OCEMS to set up a customized graphical dashboard on a variety of statistics. The **Dashboard** is real-time and enables users to query any patient record or drill down into any chart created and view specific details behind the charts displayed, all the way down to the details of individual call records.

**“Their reporting system, combined with the Dashboard, provides access to all of our data on a real-time basis which enhances the decision-making process.**

Neil J. DePascal, Jr., CPA  
Deputy Assistant Director, CFO  
City of Houston Fire Department

Our report generators enable clients to produce reports based on tens of thousands of possible combinations through defining field combinations and specific sorting and filtering criteria. This functionality gives our clients the ability to print virtually any report imaginable. Clients can store the parameters to a custom menu for reuse.

Digitech will provide all of the reports requested in the County's RFP. We will discuss the parameters of each report with the County so that we understand exactly what you need. The County will also have access to Max Dekle, Digitech's Data Analytics Specialist, and Mitch Holder, Digitech's Executive Director of Analytics. Their reporting expertise will help ensure that OCEMS has all the tools necessary to effectively analyze business intelligence and to excel with your business.

Should the County have specialized reporting requirements that are not already provided or cannot be created through the report generators, Digitech will customize a reasonable number of reports needed at no cost – often within 24 hours of a request. All reports can be printed or downloaded in a variety of formats including Excel, Word, XML, or PDF.

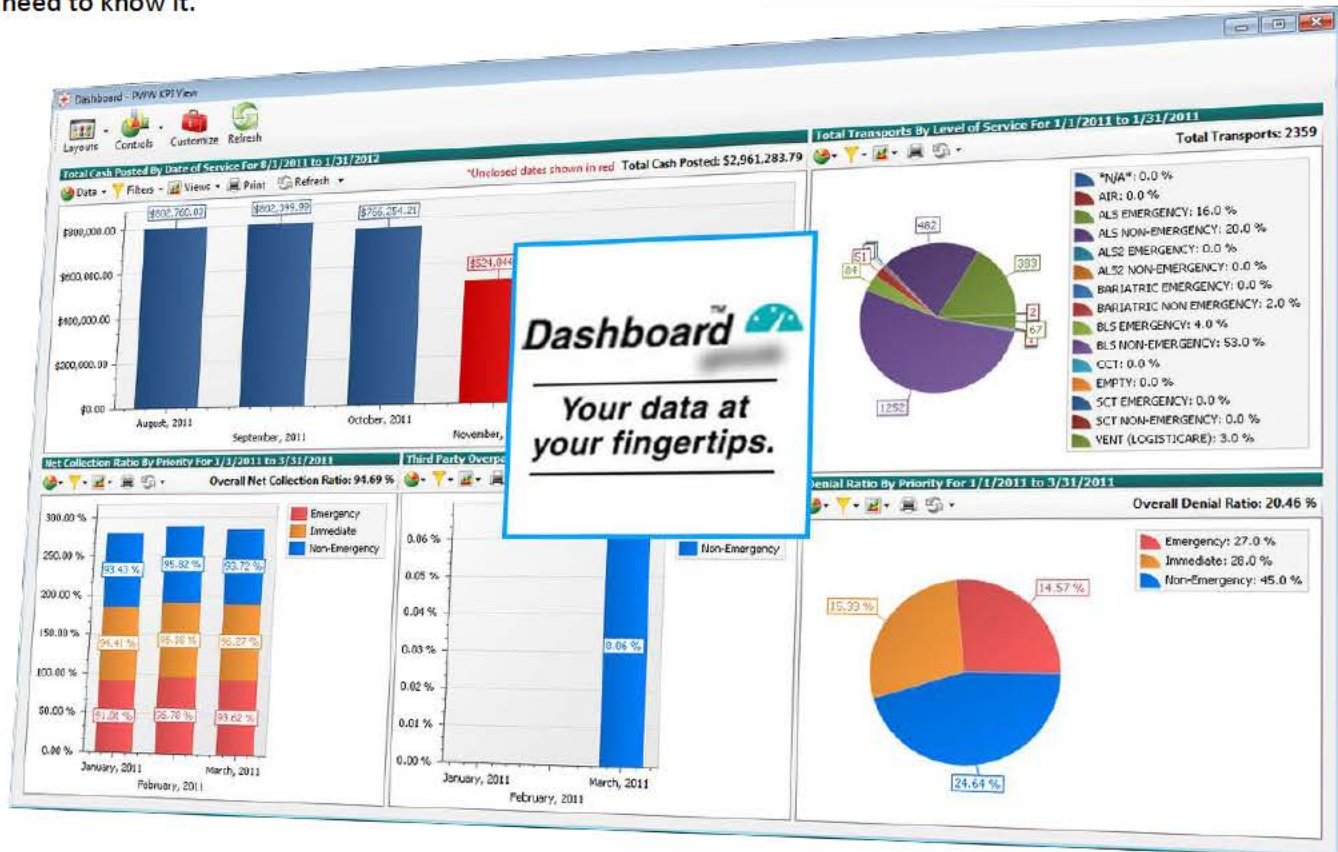
Our award-winning **PCR Lens** is an example of one of our project-specific reporting modules. **PCR Lens** measures the quantity and quality of data collected by medics. The data gathered in the field impacts compliance, patient care, and collections. **PCR Lens** gives EMS leaders the tools they need to identify both the disciplinary and training opportunities necessary for improving data collection.

**Digitech's PCR Lens™ data quality analysis tool earned EMS World's Product Innovations Award.**



## Dashboard

Digitech's *Dashboard* will bring County operational and financial data into an easy-to-use interface that will enable your managers, administrators, and business analysts to get a real-time picture of any aspect of your operations. The intuitive user interface provides a set of sophisticated reporting and analysis tools that will help any ambulance transport organization stay on top of the game and ahead of the curve. The basic setup contains several views of critical operational metrics, including a set of Key Performance Indicators validated by Page, Wolfberg & Wirth, the premiere EMS law firm. *Dashboard's* front end is also highly customizable, allowing County to configure and save a personal view of your operations that tells you exactly what you need to know when you need to know it.



Digitech's Dashboard is just one of the many tools you will have at your disposal to track operations and finances.

### Monthly Financial Package

In addition to the comprehensive, flexible, real-time reports that Okaloosa County officials will access through *Ambulance Commander*, we also deliver a complete monthly financial package to our clients. Digitech's monthly accounting package is accrual based and adheres to Generally Accepted Accounting Principles (GAAP), and includes our cash receipts report, sales reports, adjustment reports, the Accounts Receivable report, and the Accounts Receivable Roll Forward report, which ensures that the closing balance of each month is matched to the penny to the next month's opening balance. At the end of each month, Digitech performs a hard close of all books and records, which ensures all accounting numbers related to sales, cash receipts, adjustments, and receivables for that month will never change. We then produce a month-end graphical package that shows time series data of collection percentages, collection per transport, carrier mix, transport level mix, DSO, etc. This format makes it easy for anyone to review performance and identify specific topics to explore.



## Data Center Storage and Security



Digitech partners with vXchnge, a leading national provider of carrier-neutral colocation services, to provide unparalleled performance, continuous uptime, and stringent security for our clients and partners at our Primary Data Center. vXchnge maintains a 38,000-sf data center facility in a subterranean location 36 miles

north of Manhattan. At this facility and all other Digitech operations facilities we employ comprehensive security measures to monitor and safeguard our clients' data, including annual SOC 1 Type II audits.

Security measures and controls employed by Digitech include network security, virus protection software, and monitoring systems, as well as comprehensive procedures for information chain of custody management. Our data center is an SSAE 16 Type II certified facility that consistently delivers 99.999% uptime.

### Physical Security Features

- Biometric access
- Man Traps
- Sign in process
- Quarterly access reviews
- Termination processes

### Logical Security Features

- Network Access security - Access rights granted in accordance with job-related needs
- All users are assigned both a unique network user ID and password
- Quarterly Access reviews are scheduled to ensure proper access for all employees
- Termination processes ensure all accounts are disabled after the departure of staff
- Password reset procedures prevent common "phishing" schemes
- Annual network vulnerability scanning identifies security breaches or attempted breaches

## Disaster Recovery and Redundancy

Our Disaster Recovery Plan provides a means to operate in the event that we lose one, or any combination, of the core components listed above for a period of greater than five business days. The worst-case scenario is a permanent loss of the Primary Processing Center. Processing interruptions such as power outages or inclement weather, which we reasonably believe will be repaired within five days, will not trigger implementation of the complete Disaster Recovery Plan. Such interruptions will not significantly affect our work schedule as our remote work capability and backup generators will make it possible for operations to continue in the event of a minor incident by using portions of the recovery plan.



## Customer Service

While performing collections services on behalf of Okaloosa County, Digitech will commit to the highest level of professionalism with respect to patient interactions. Digitech will provide a toll-free telephone number for customer service and patient inquiries. We have bilingual (English and Spanish) staff on site in customer service positions during normal business hours, and utilize translation services for other languages as necessary.

**Using our CTS LanguageLink translation service, we can understand and communicate in over 100 languages.**

After-hours calls are directed to our voicemail service that allows patients to leave information for follow-up by our Customer Service Representatives. Our user-friendly voicemail system is designed to accommodate after-hours patient inquiries easily, with calls returned to patients the next business day. On Saturdays, Sundays, and holidays, patient voicemail and email communications will be checked at least once per day.

Digitech is committed to the highest ethical standards. Our Customer Service Representatives are experts at dealing with patient issues and are well trained and knowledgeable with respect to EMS billing practices and procedures. Our representatives will answer calls with the greeting, "Okaloosa County EMS" and counsel your patients through every step of the payment process. Patients in need will be guided to alternative financial resources that may be available to them. We believe this personalized attention to help your patients identify other options differentiates us from other billing companies.

Digitech will provide sufficient personnel and will ensure that all patient interactions are professional and friendly. In providing our services, sensitivity to the County's reputation is our foremost consideration.

## Support Available to Okaloosa County

We pride ourselves on our exceptional customer service. We invite the County to contact any of our clients to ask how they feel about the way their patients are handled.

Because emergency service providers are always on the job, Digitech's support team is on call around the clock. During our normal business hours of 8am – 6pm ET, Monday through Friday, our support team is available to respond to any questions that the County may have. Outside of normal business hours, Digitech's team can be reached by phone to handle any urgent technical needs. Senior Management provides direct contact information, including personal mobile numbers, to our clients to enable the escalation of any issue to the highest levels of attention that may be required.

**“ We were very impressed with Digitech's methodical and cooperative approach, and they have made good on their promise to do better in every aspect of billing and customer service than our former contractor.**

**David Morando**  
Former Assistant Chief  
Johnson County Med-Act, Olathe KS

## References

The table below provides references for whom Digitech provides EMS billing services. We are confident their testimonies will support our success.

Current Client	Contact Information	Scope of Contract	First Date of Service
<b>Collier County</b> 8075 Lely Cultural Pkwy, Suite 267 Naples, FL 34113	Cindy Long Supervisor (239) 252-3742 Cindy.Long@colliercountyfl.gov	Annual Transports: 30,000 EMS Billing Services Imaging & Hosting ImageTrend ePCR integration	10/01/17
<b>Anderson County EMS</b> 314 Public Safety Lane, Clinton, TN 37716	Nathan Sweet Director (865) 256-1367 Nsweet@andersonems.com	Annual Transports: 15,700 EMS Billing Services Imaging & Hosting ImageTrend ePCR Integration	07/01/16
<b>Gwinnett Fire Rescue</b> 408 Hurricane Shoals Road NE, Lawrenceville, GA 30046	Donna Buhler Business Manager (678) 518-4876 donna.buhler@gwinnettcounty.com	Annual Transports: 36,000 EMS Billing Services Imaging & Hosting ESO Solutions ePCR Integration	12/07/11
<b>Grady EMS</b> 745 Memorial Drive SE, Atlanta, GA 30316	Dawn Myers Revenue Cycle Analyst (404) 616-7441 Dbrand@gmh.edu	Annual Transports: 140,000 EMS Billing Services Imaging & Hosting Sansio ePCR Integration	10/03/13
<b>Sullivan County</b> 3193 Highway 126, Blountville, TN 37617	Gary Mayes Director (423) 279-2792 Gmayes@sullivanhealth.org	Annual Transports: 20,700 EMS Billing Services Imaging & Hosting ESO Solutions ePCR Integration	06/01/16

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Expert EMS Billing and Technology

# Report Samples

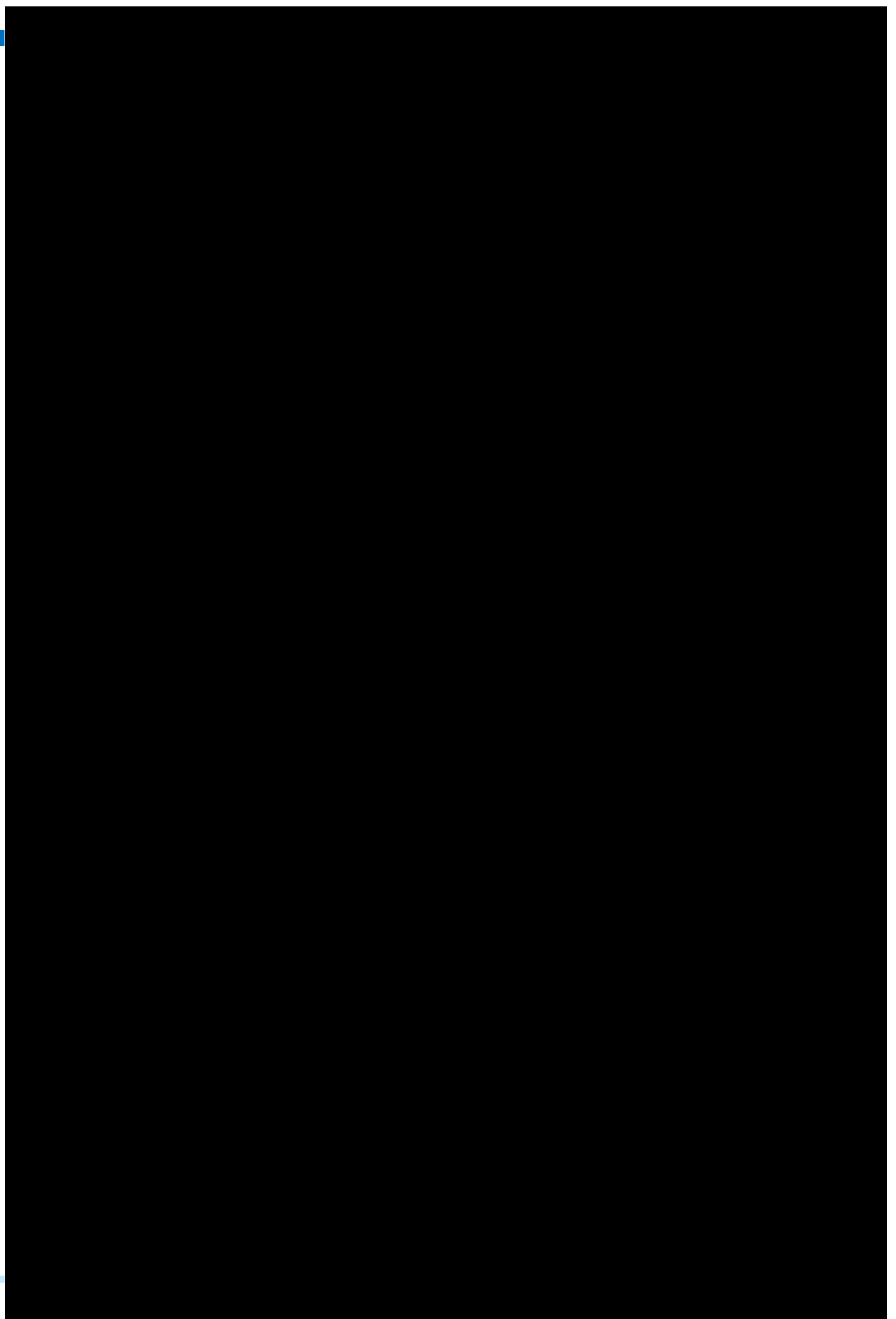
Digitech Computer LLC  
480 Bedford Rd  
Chappaqua, NY 10514

914.741.1919  
914.741.2818 (fax)

[www.digitechcomputer.com](http://www.digitechcomputer.com)



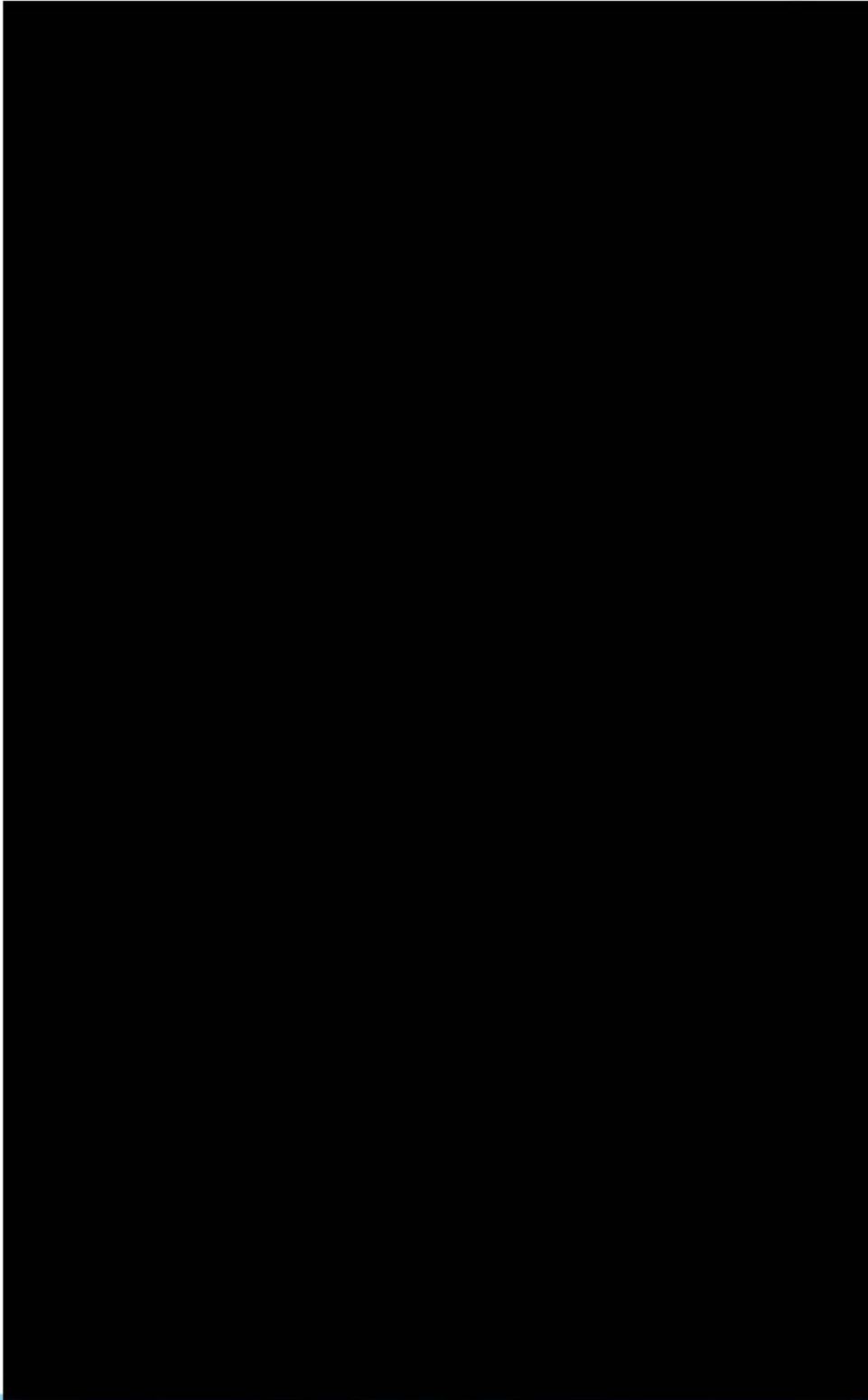
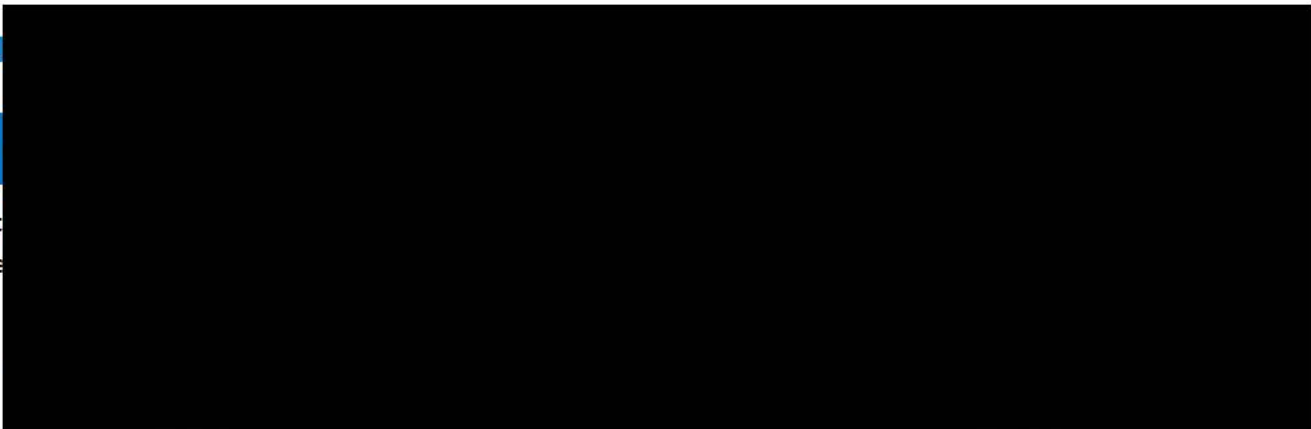
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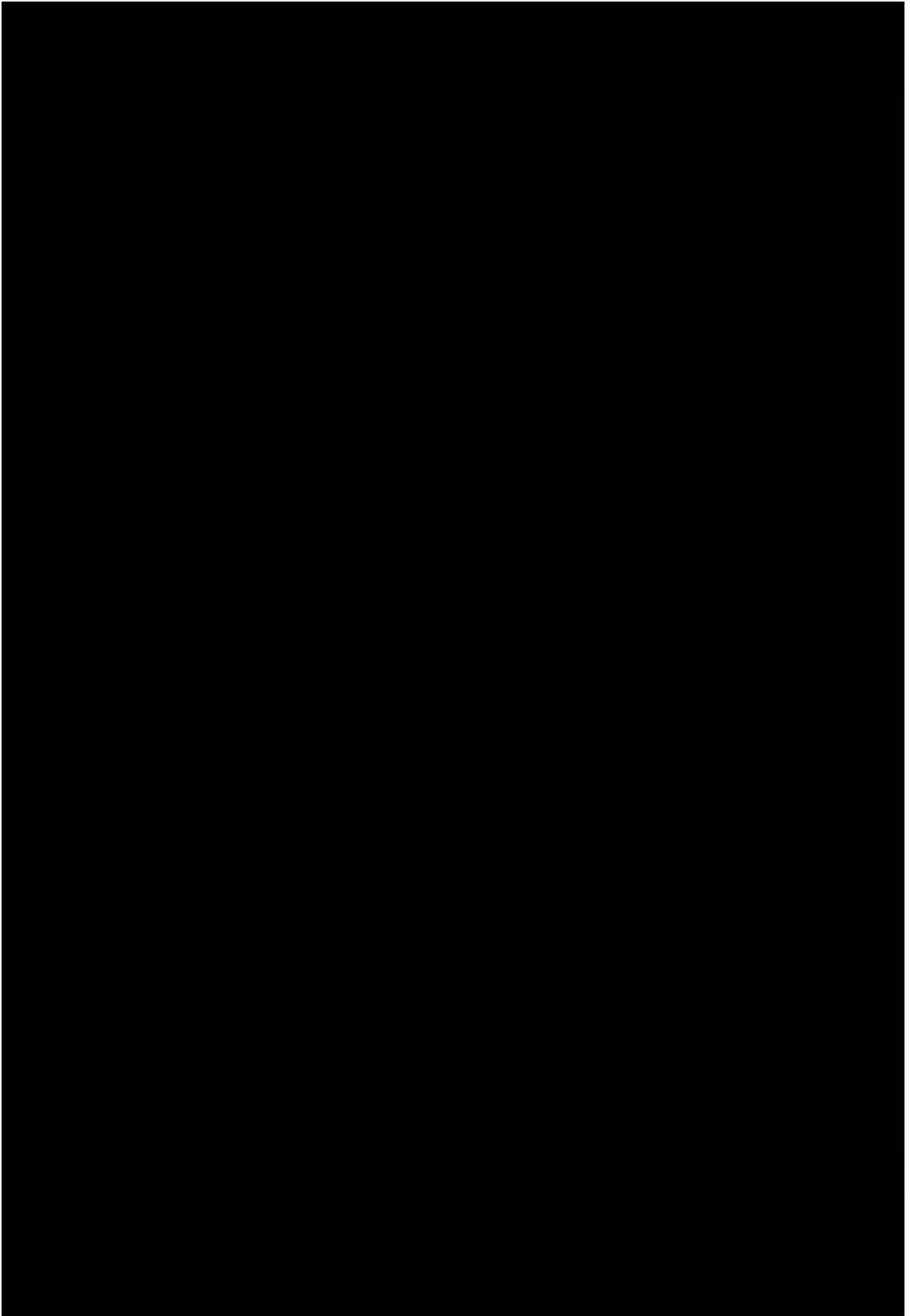


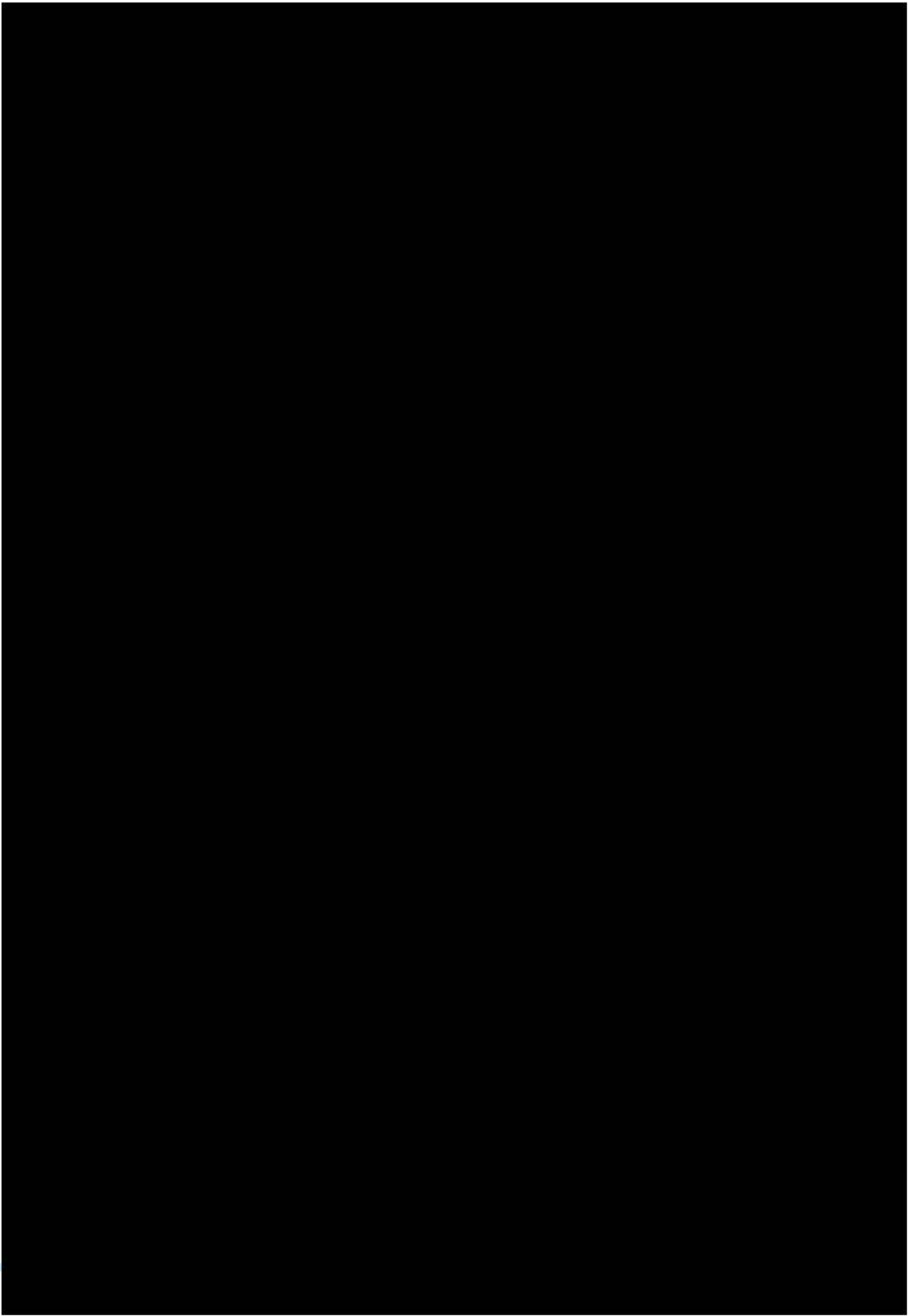
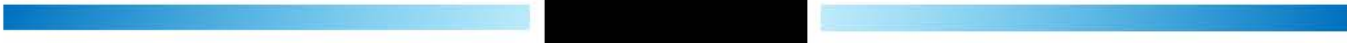


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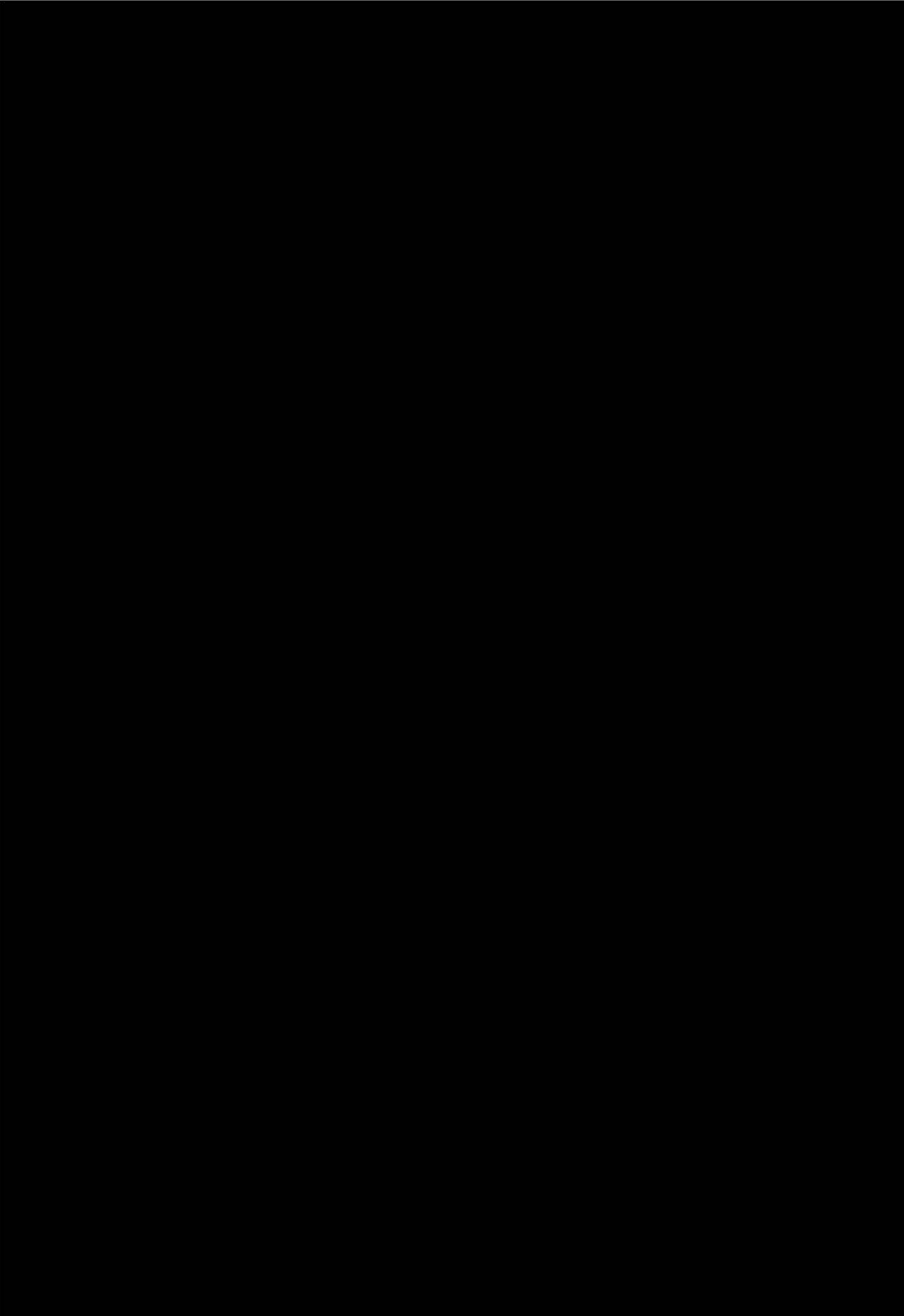
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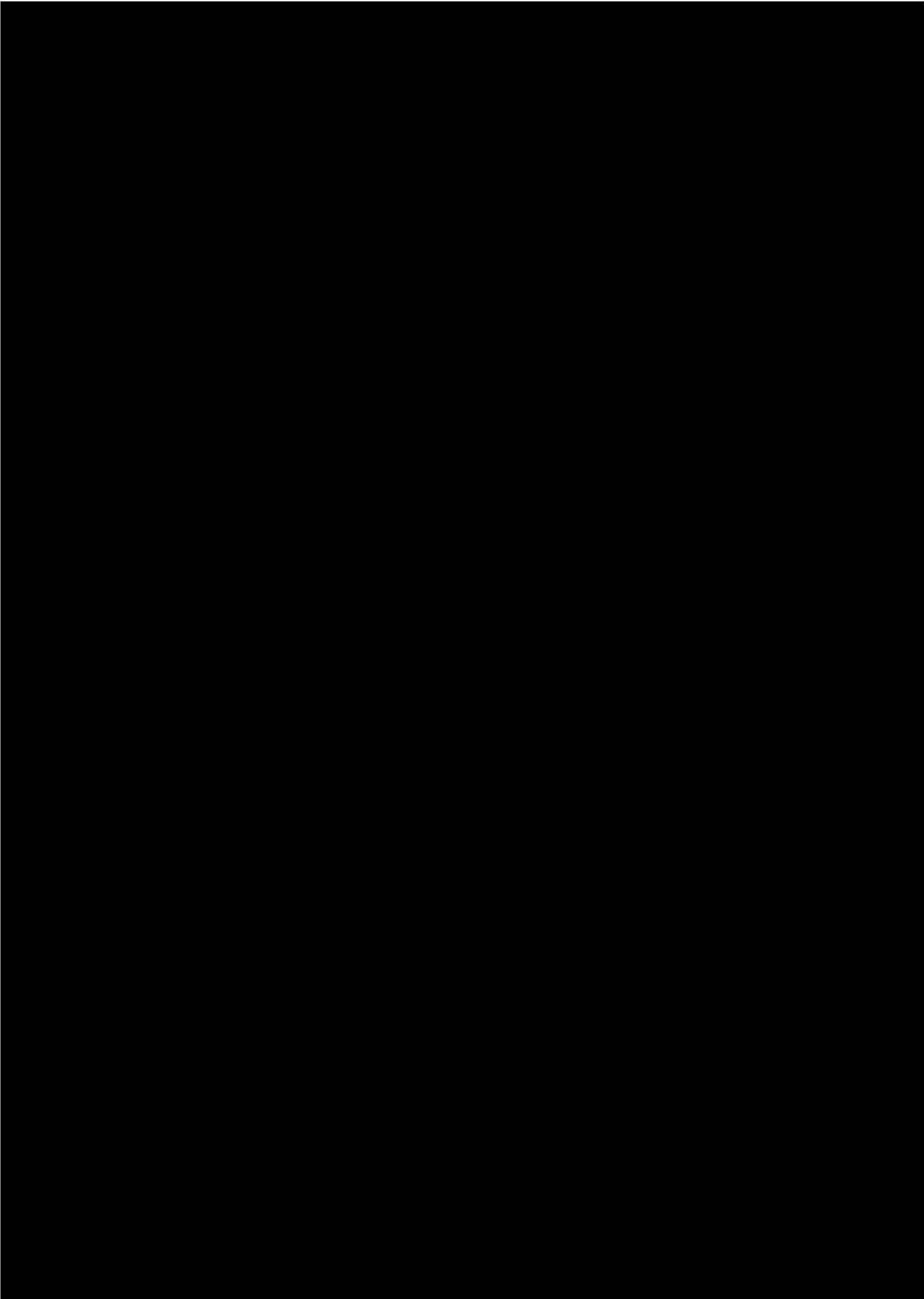


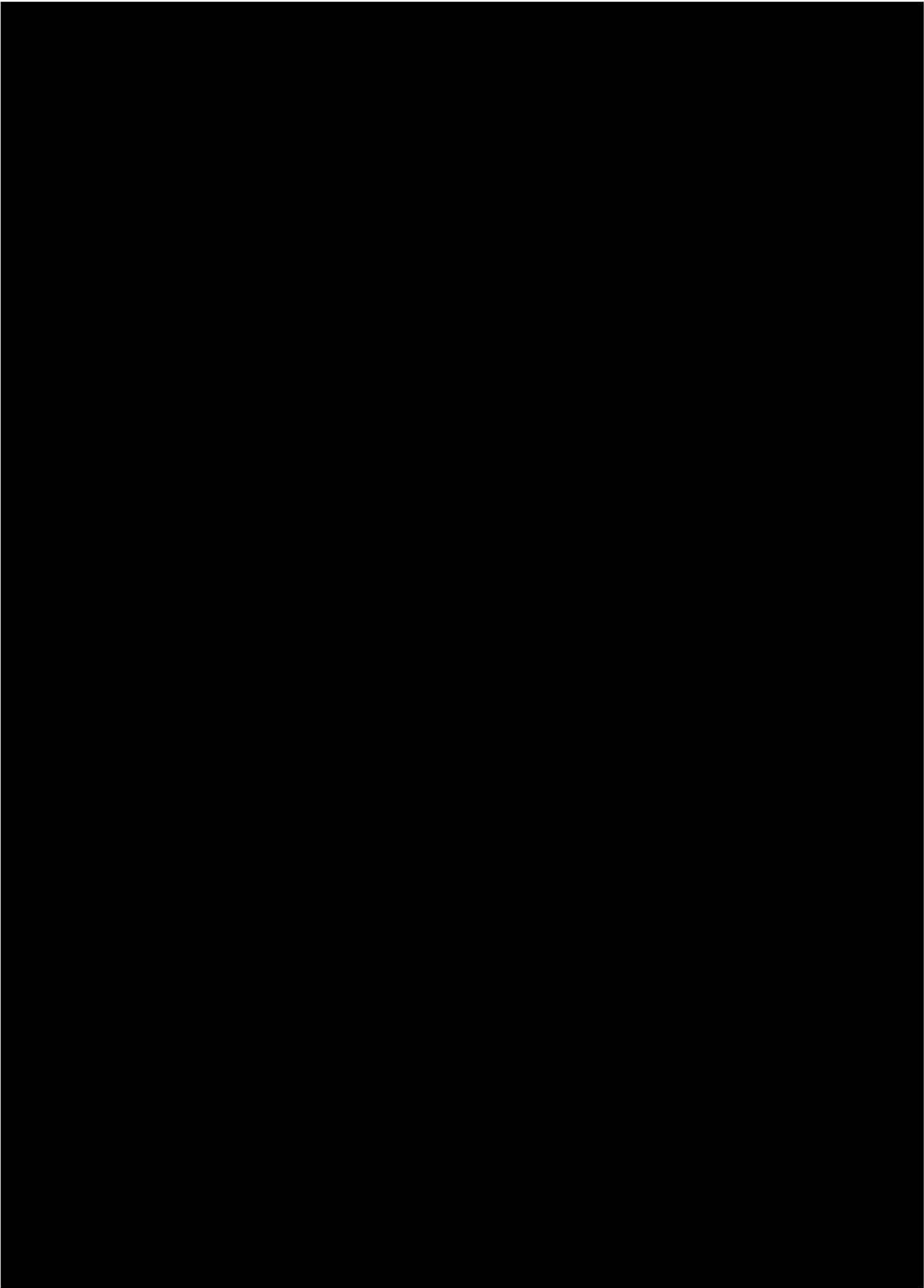




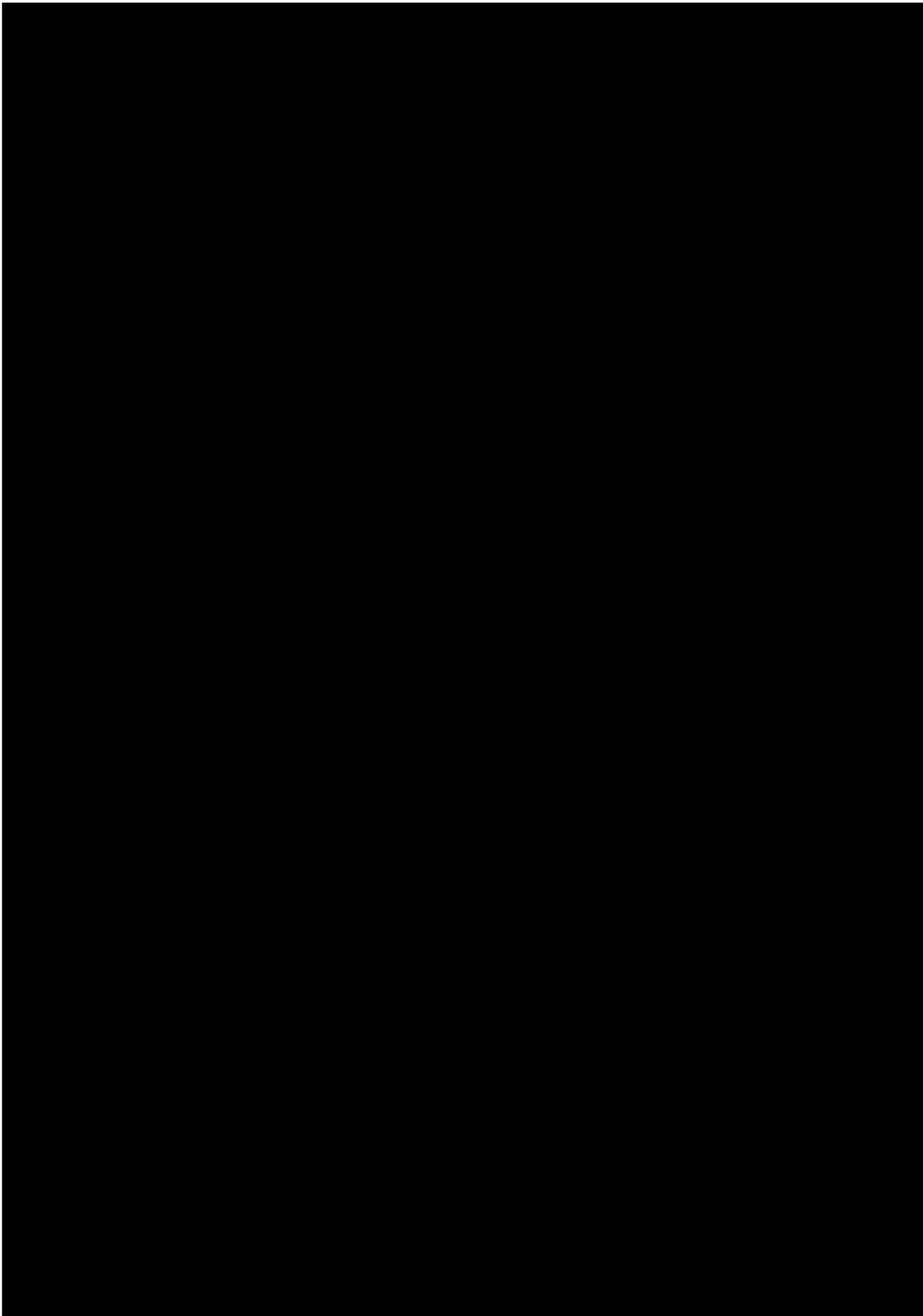


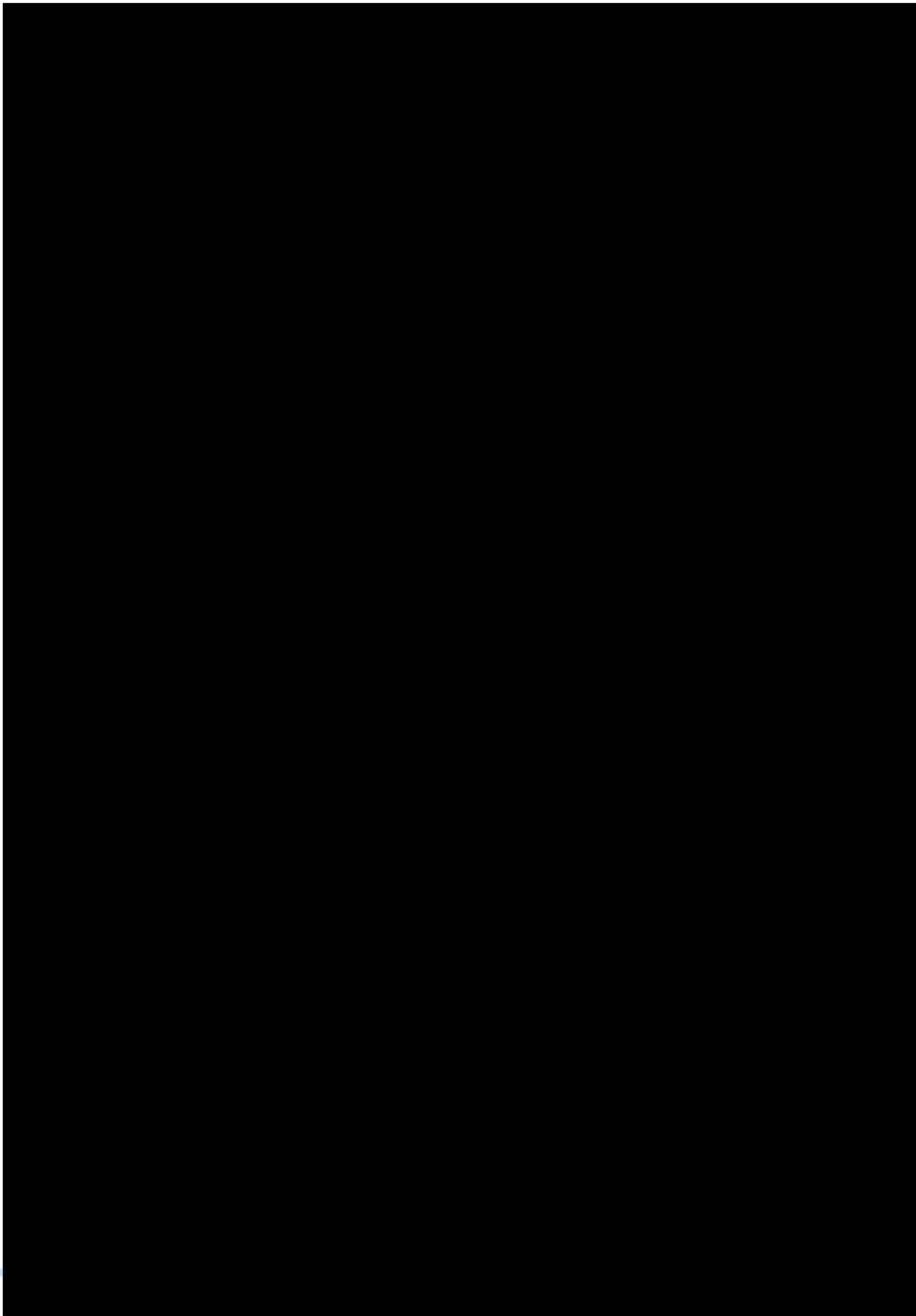
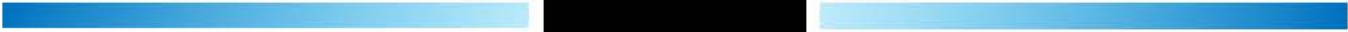


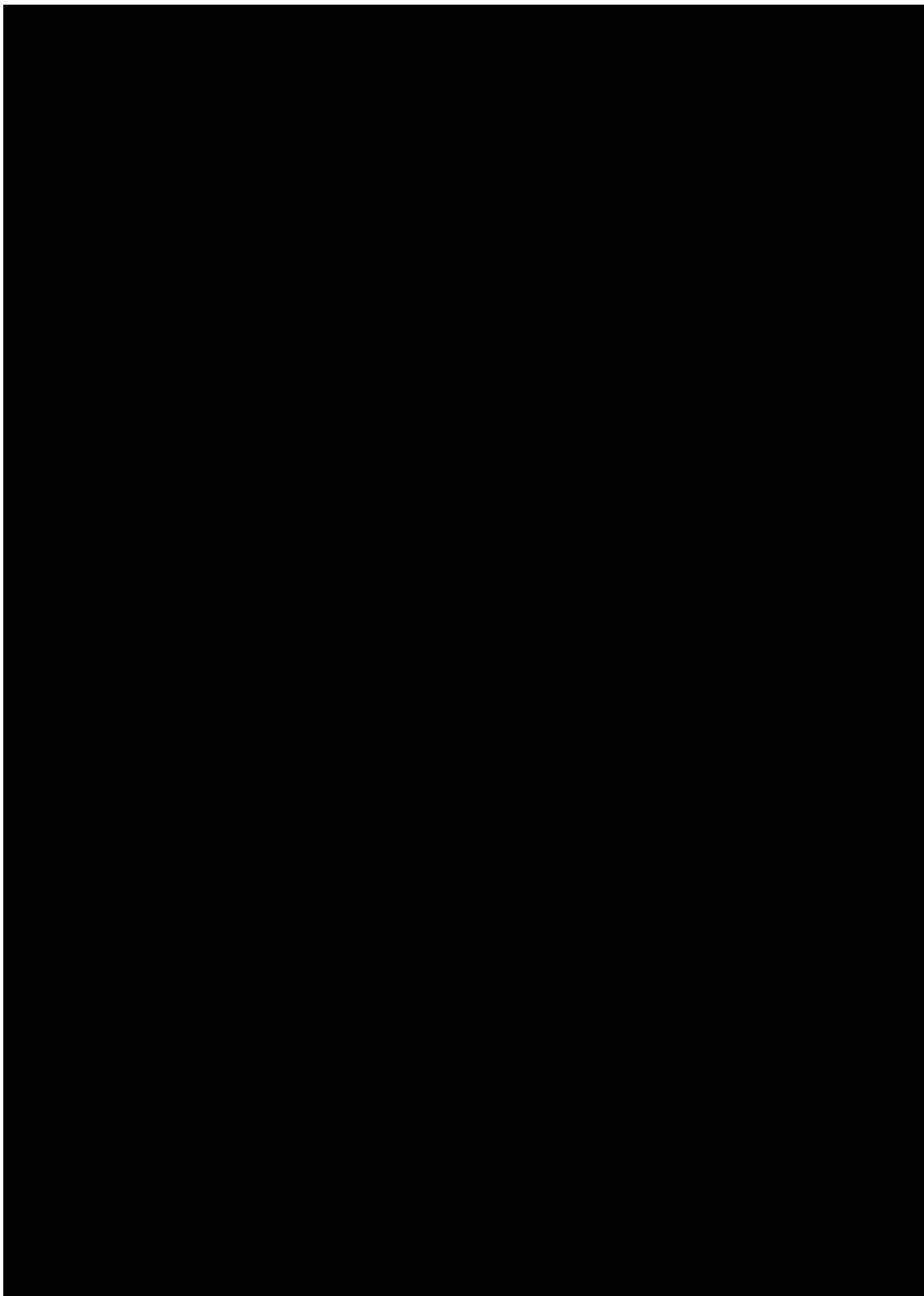


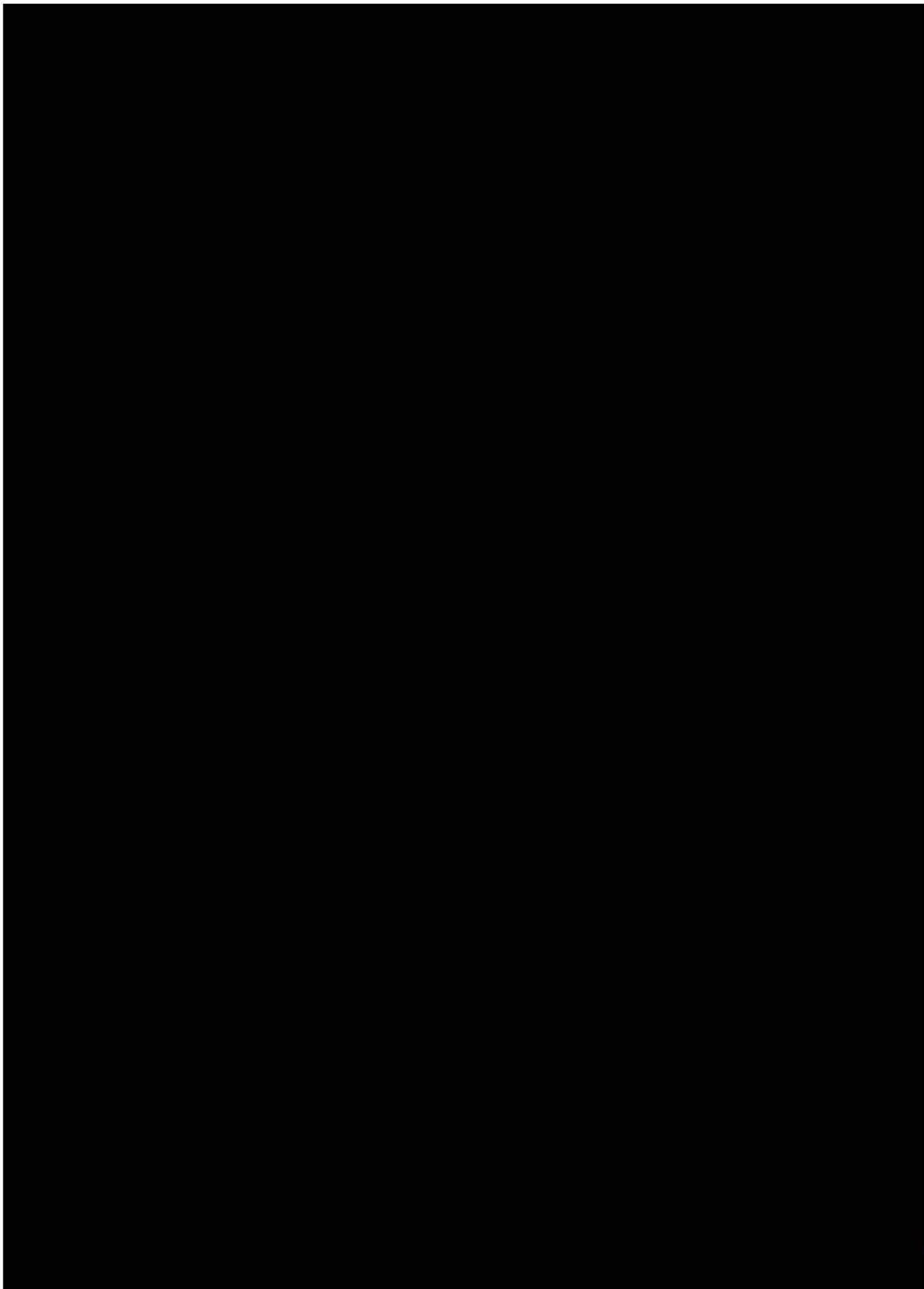




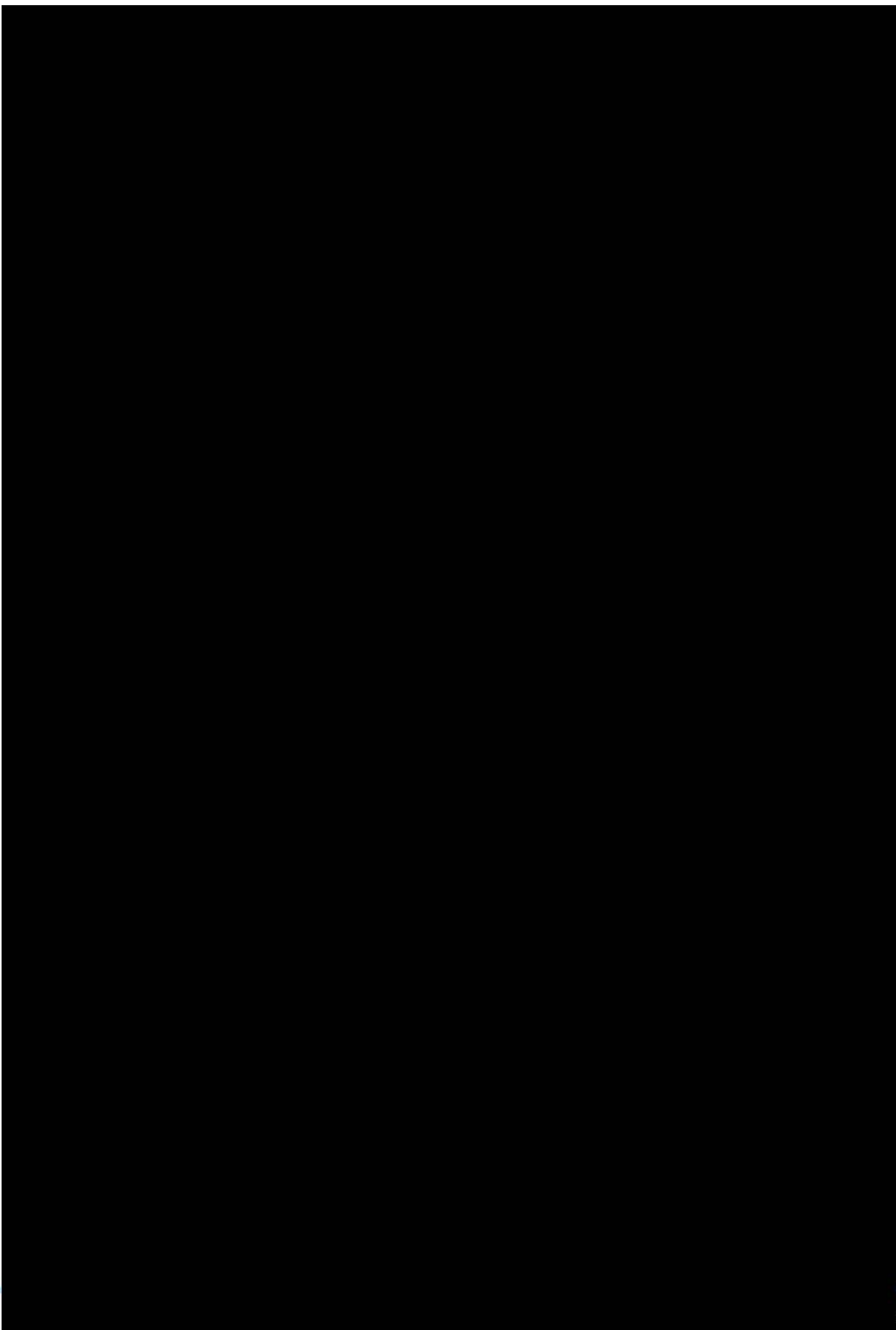
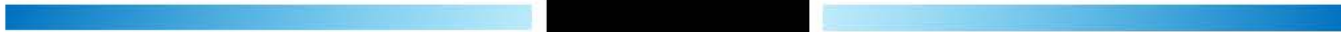


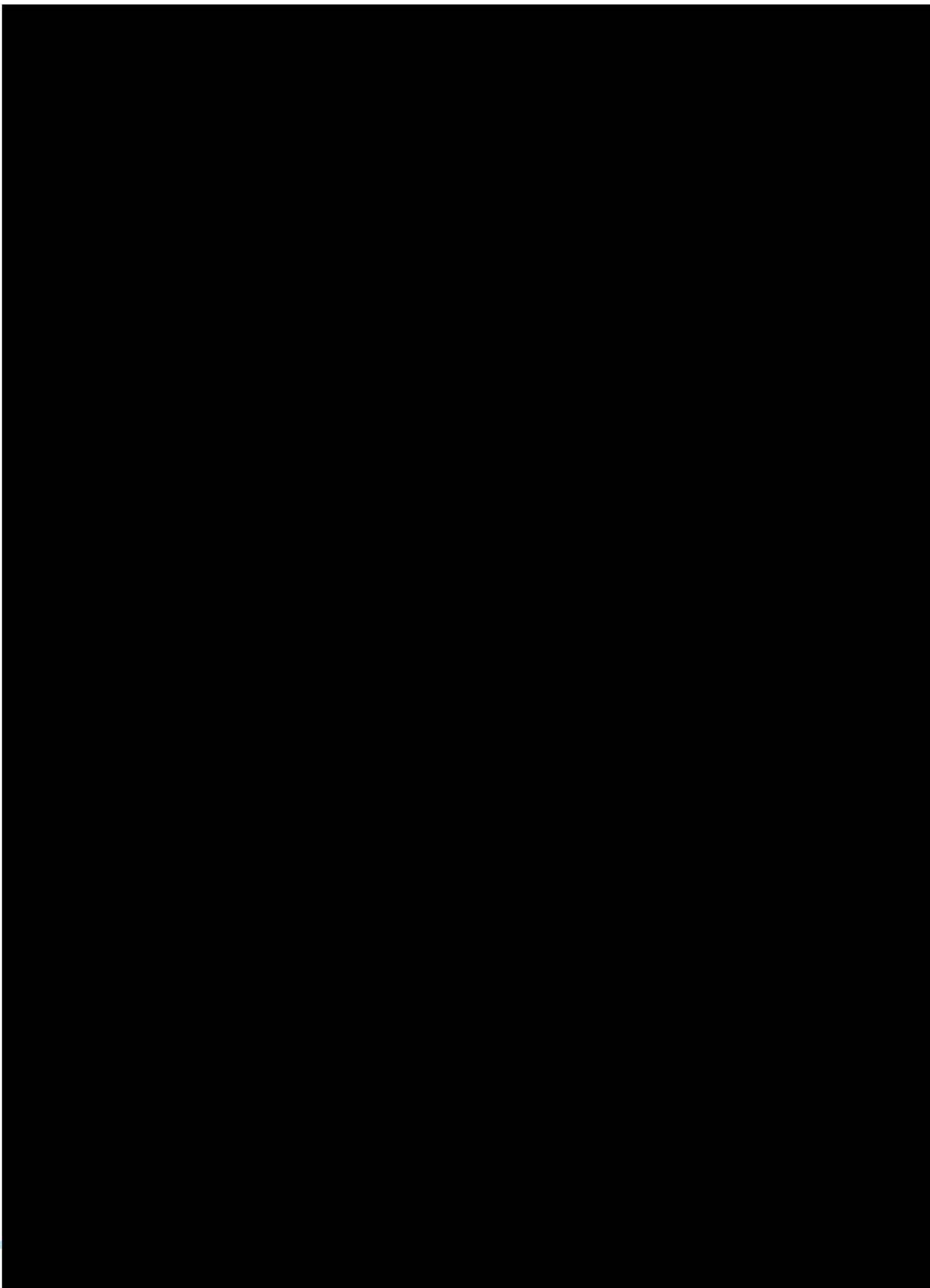
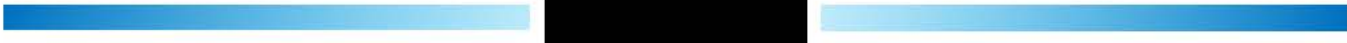


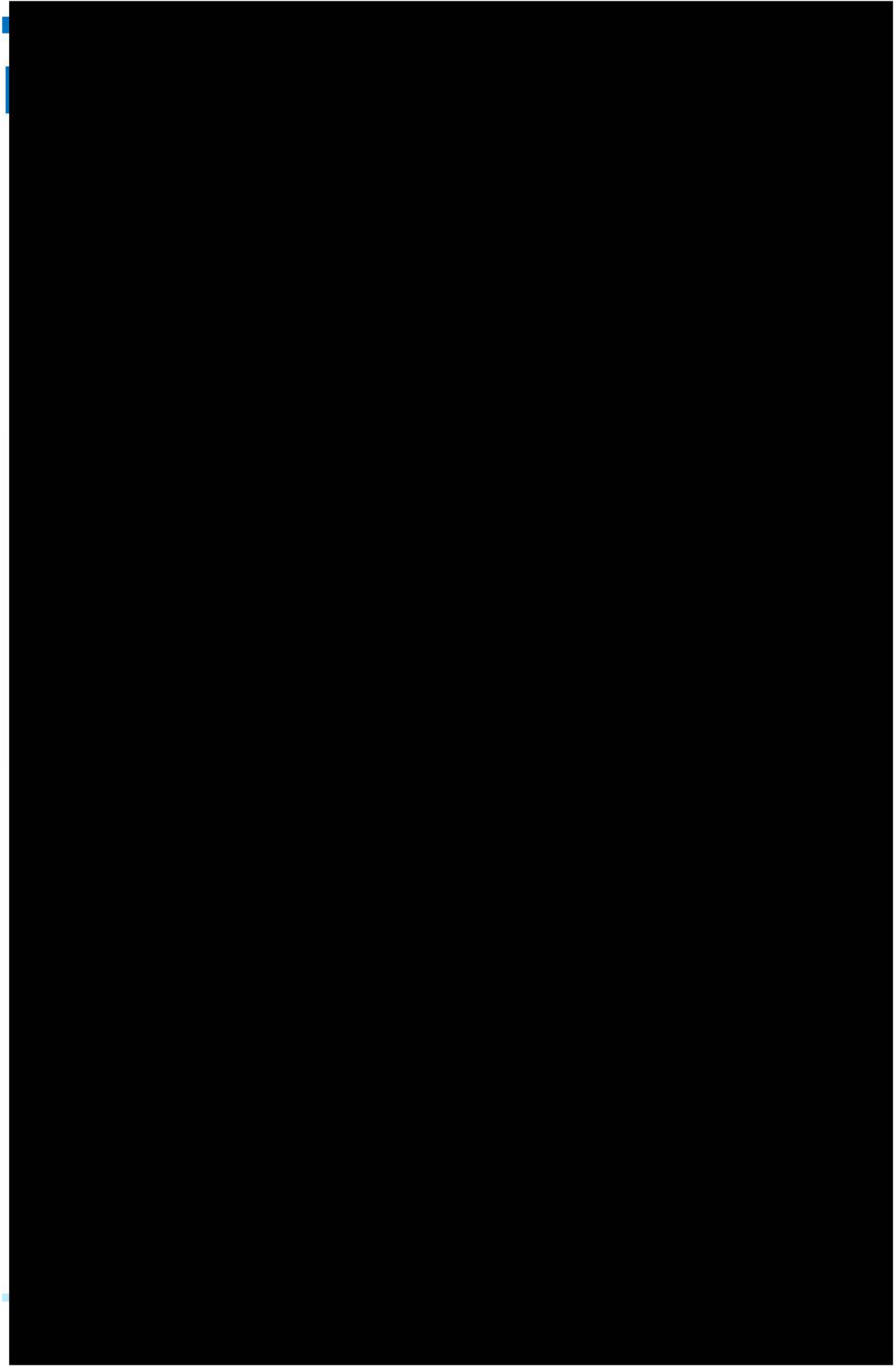








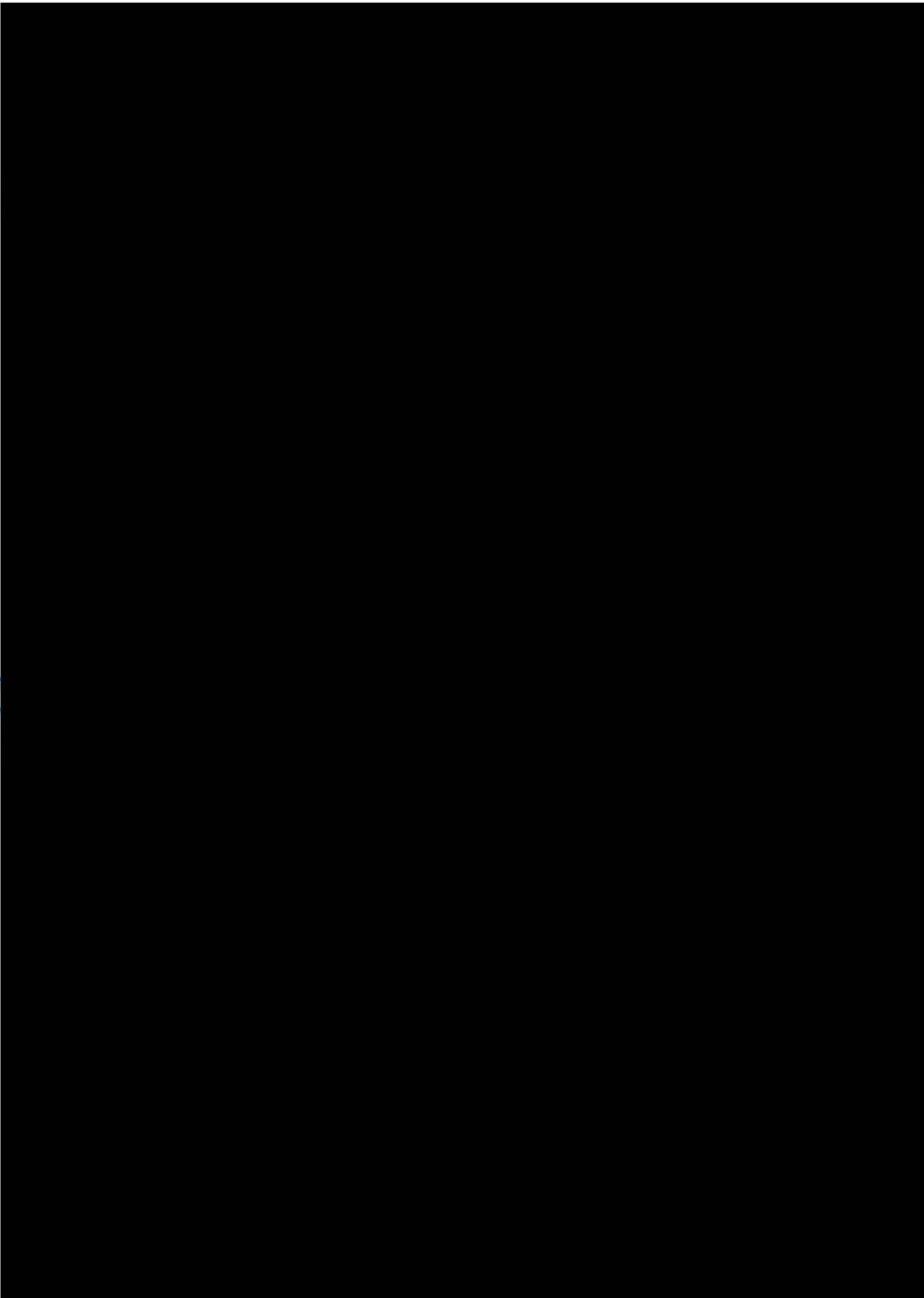


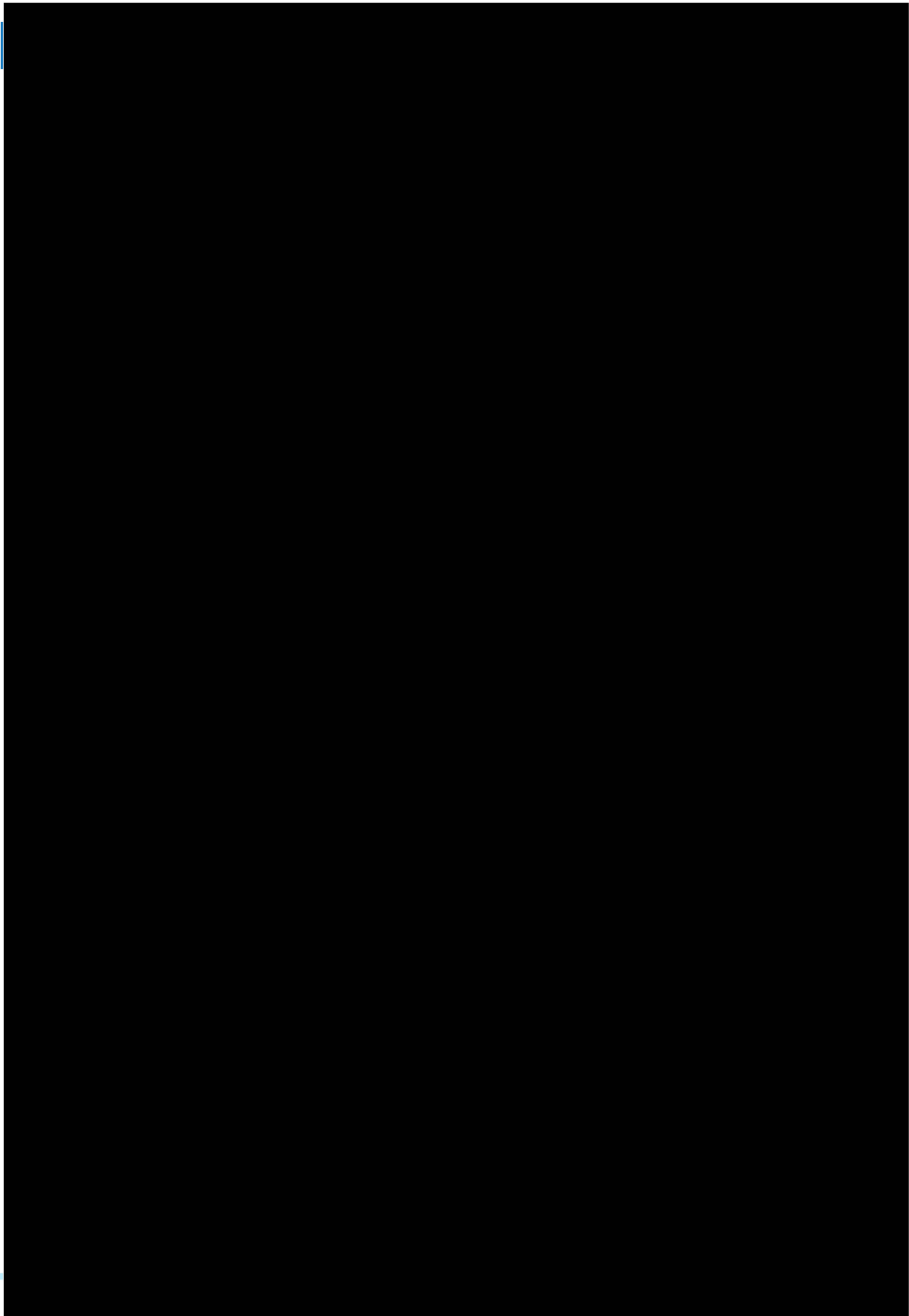
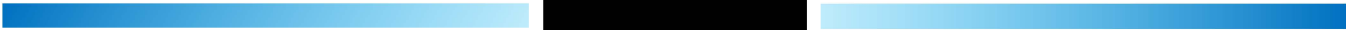


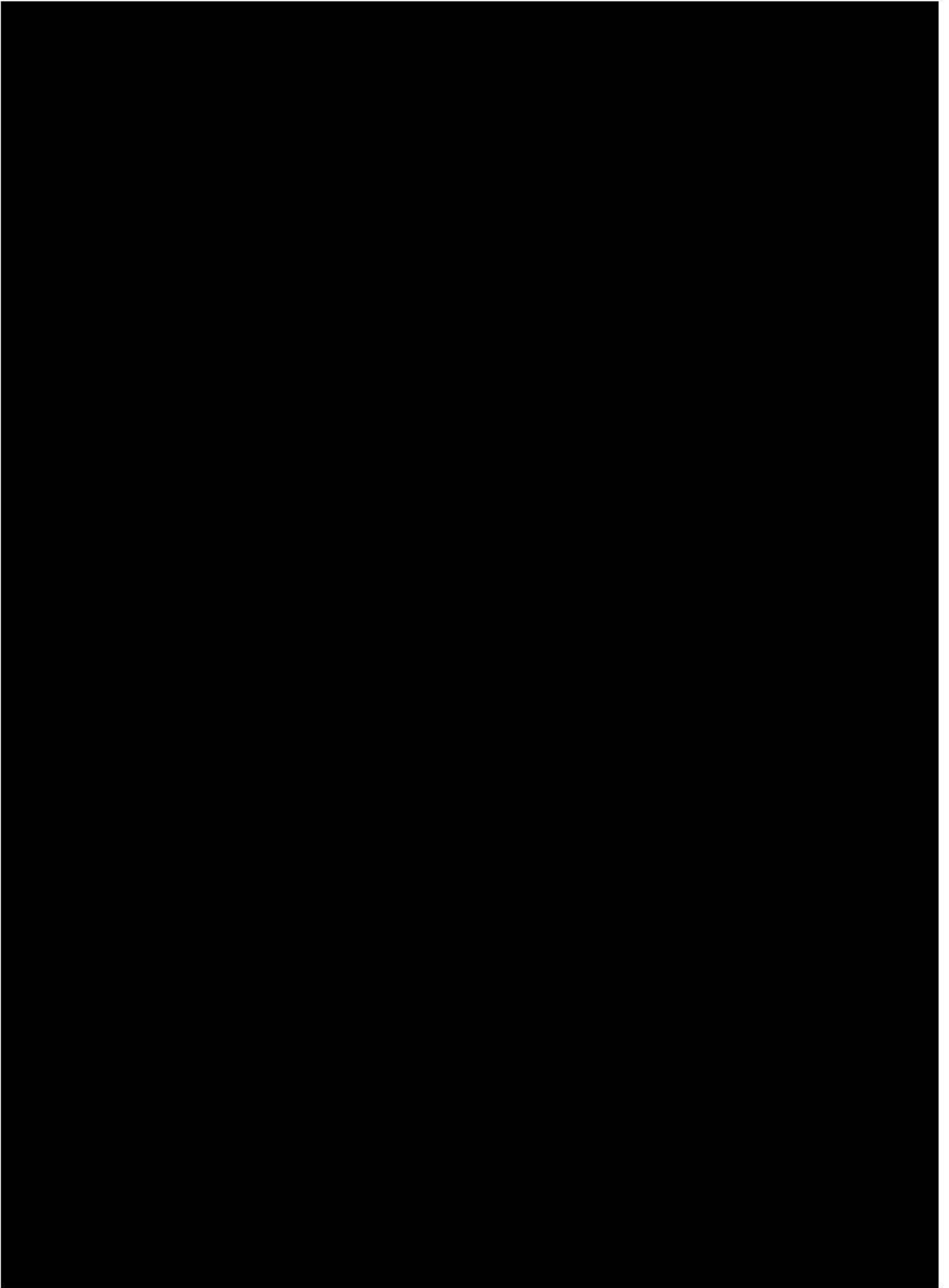
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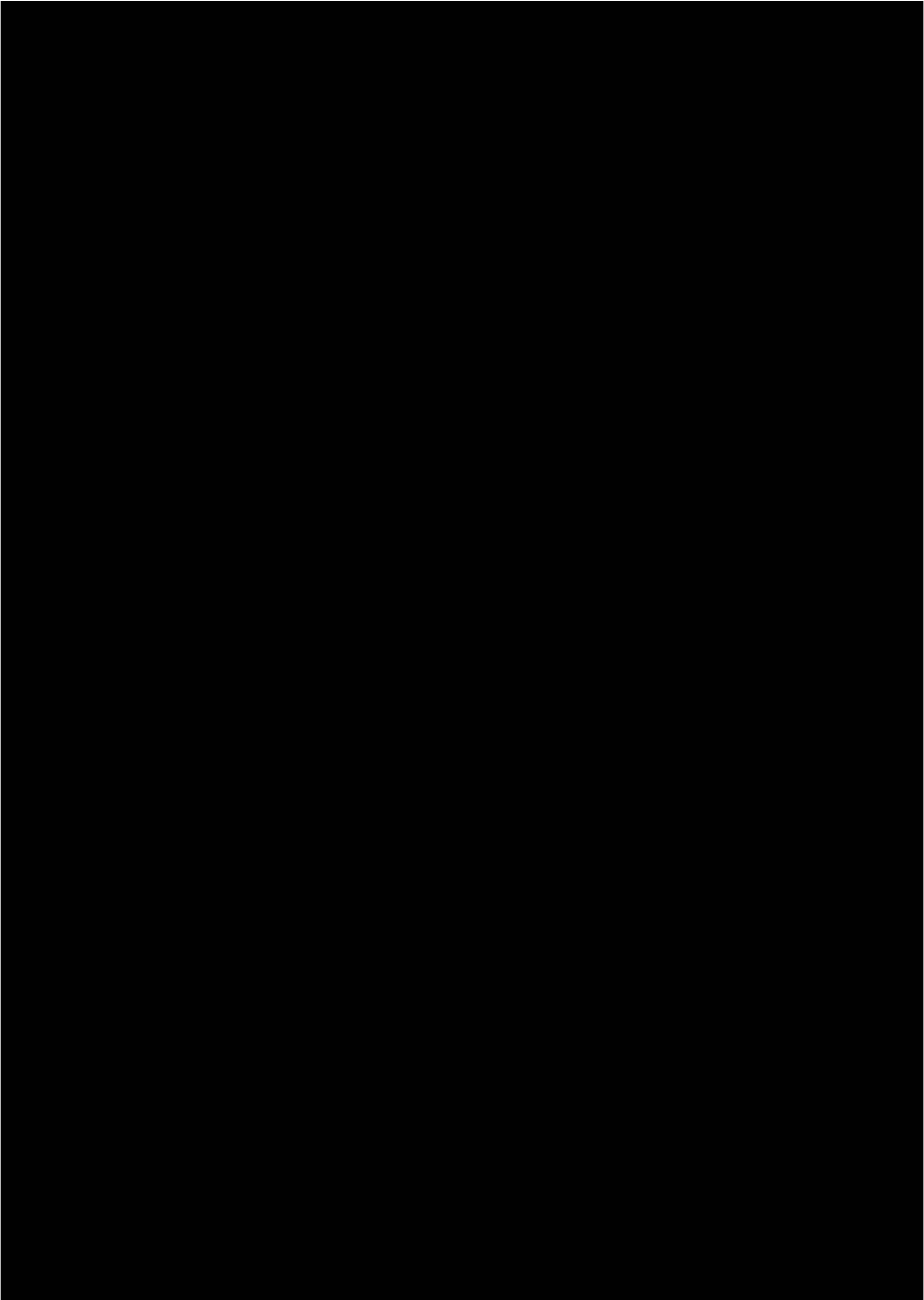




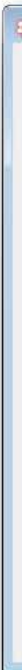
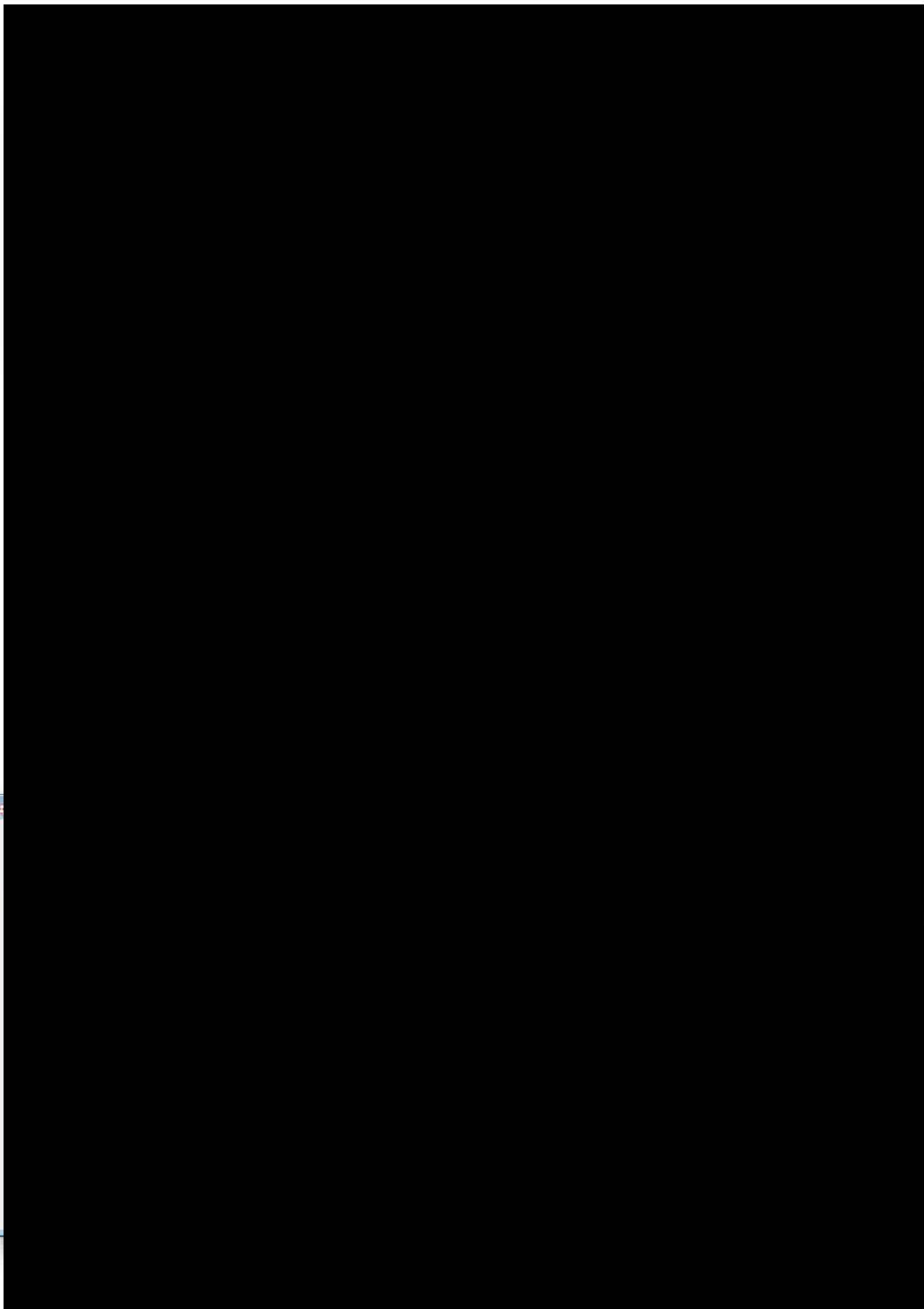
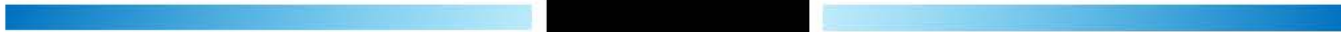


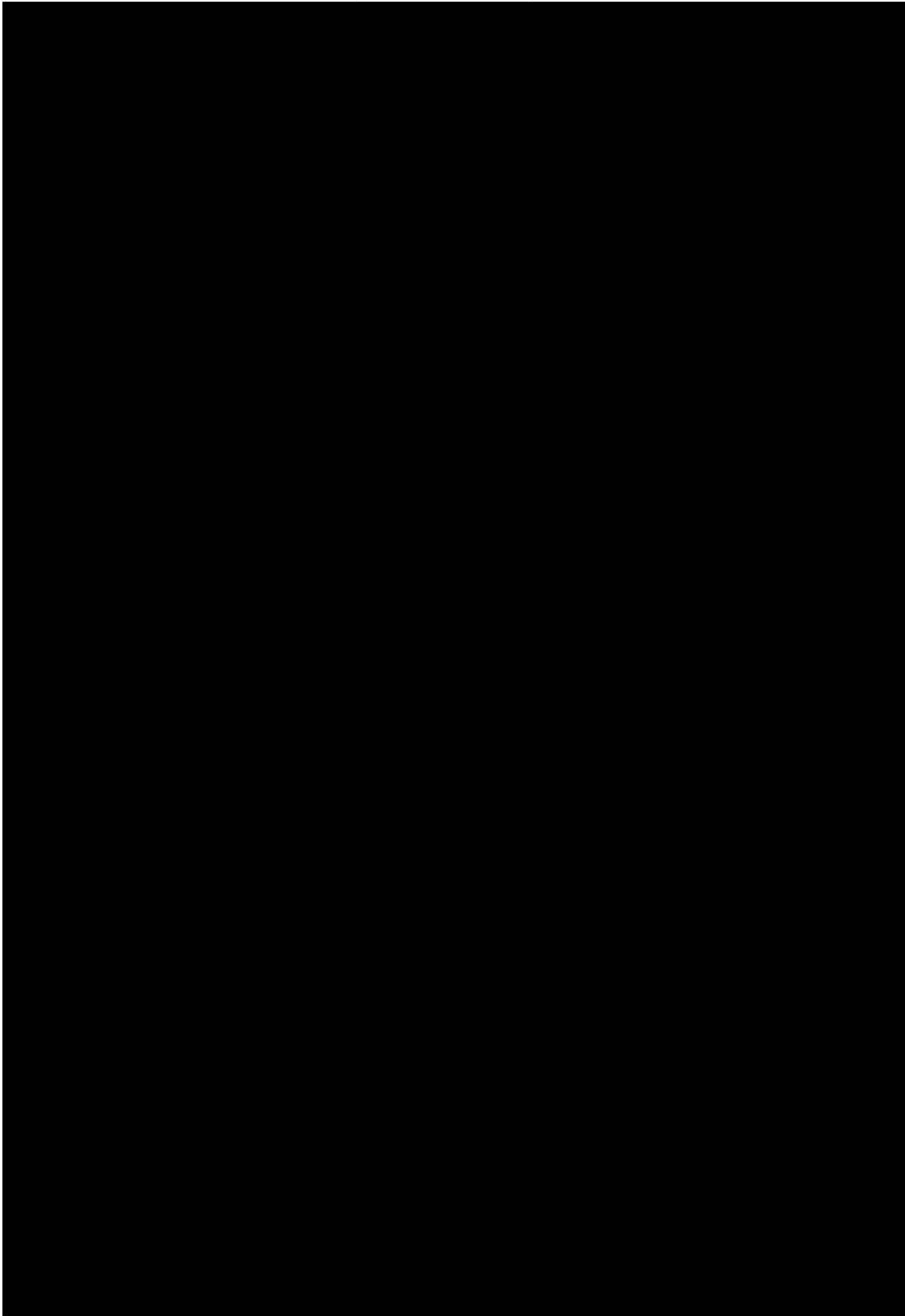


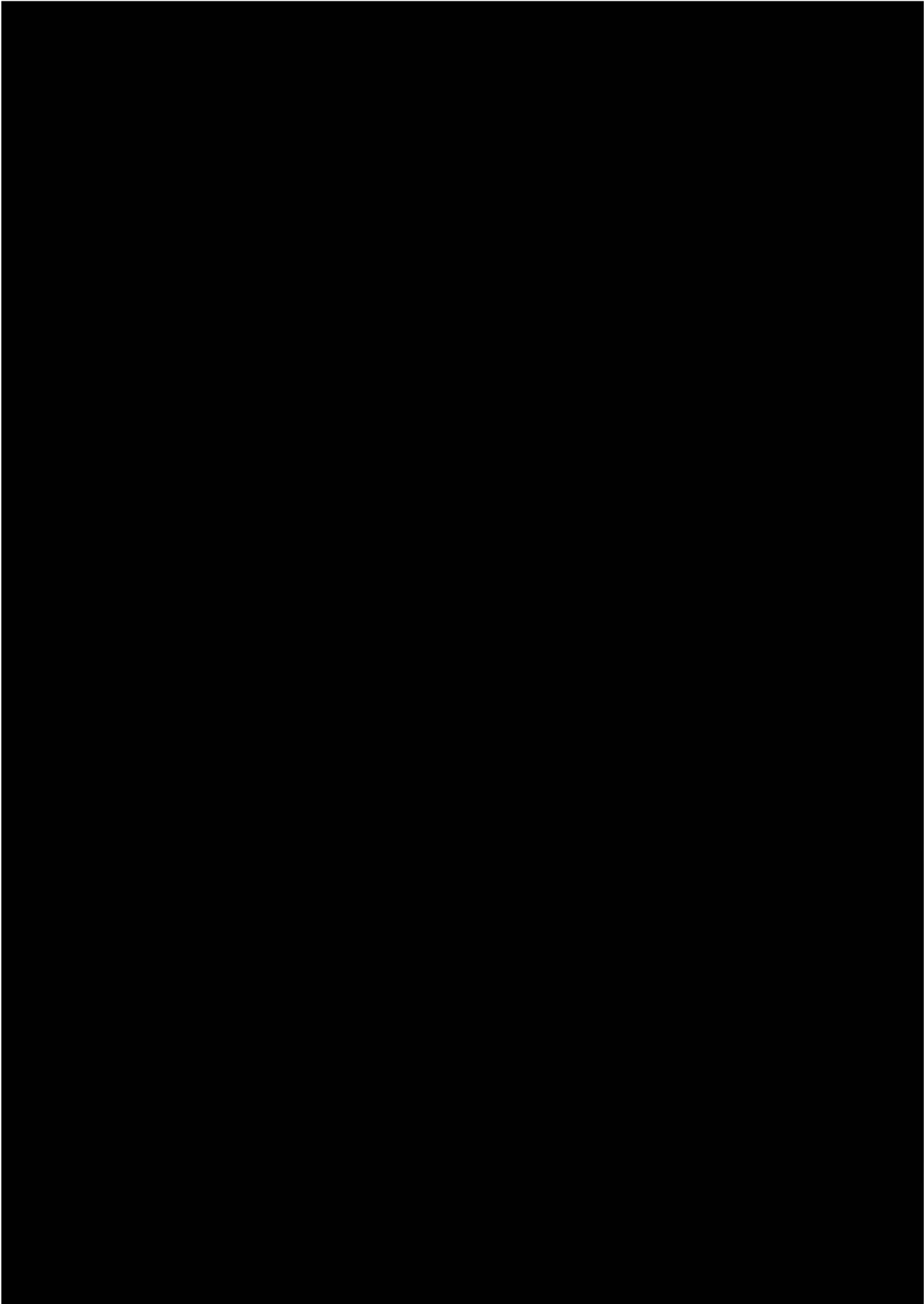


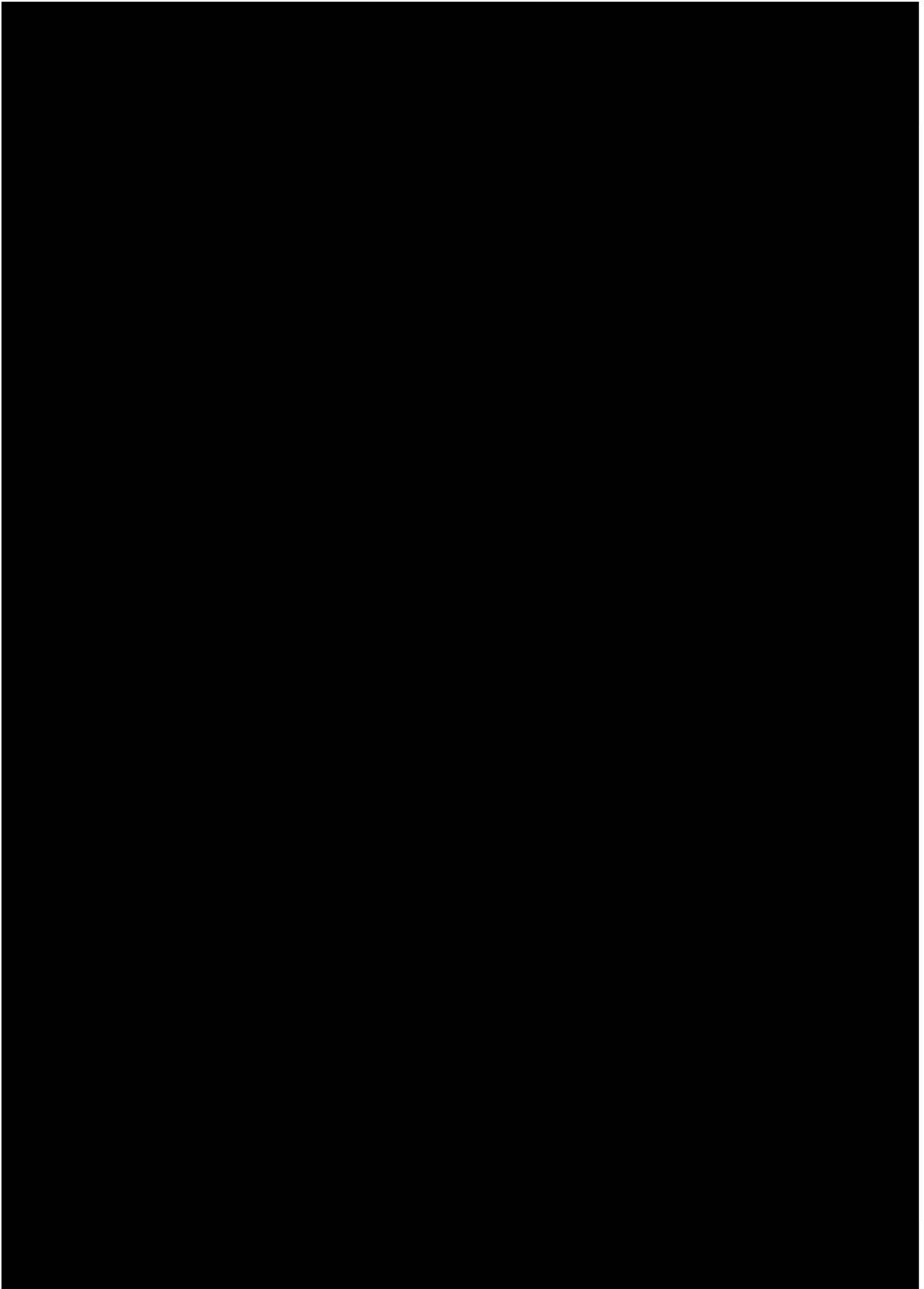


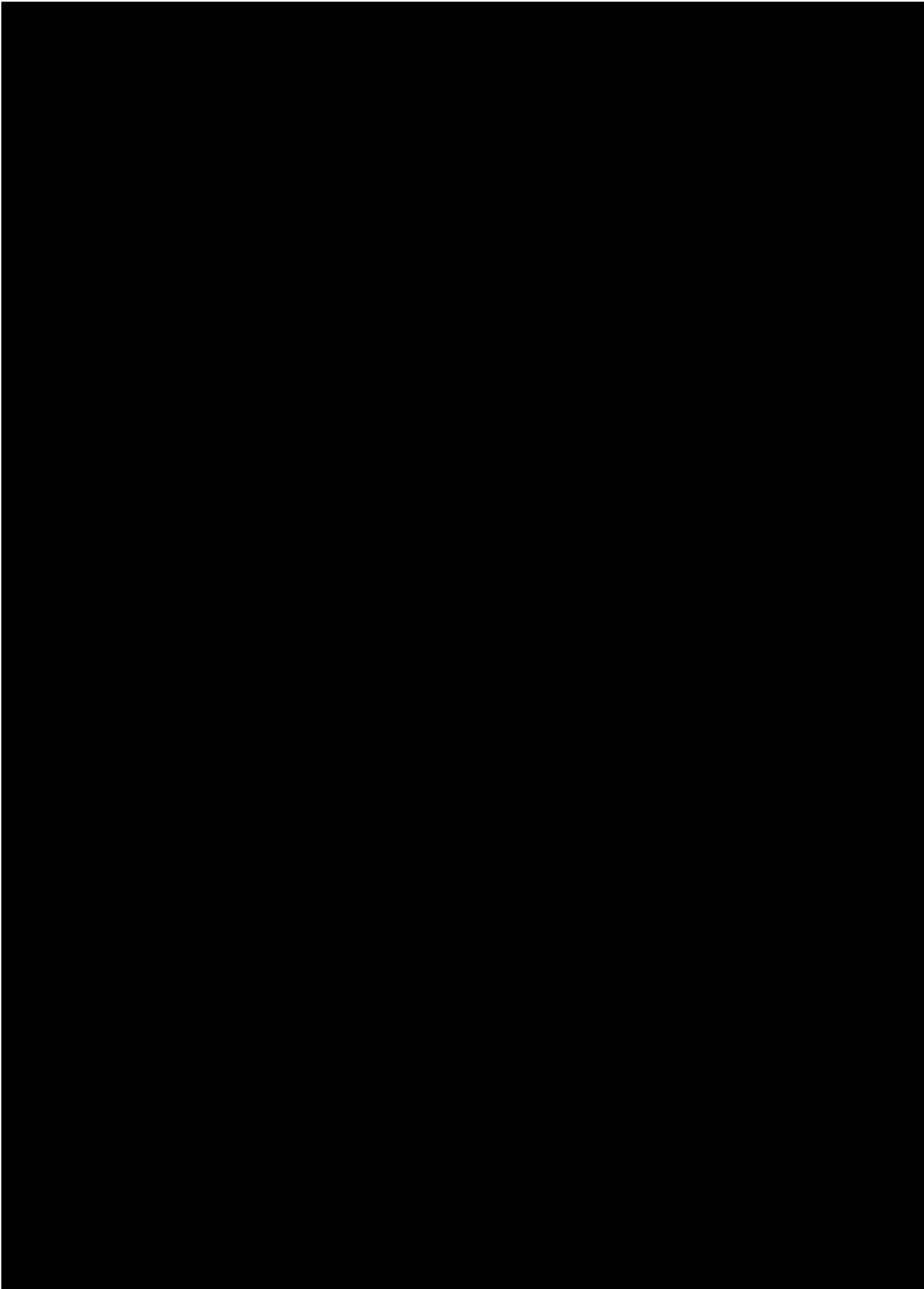




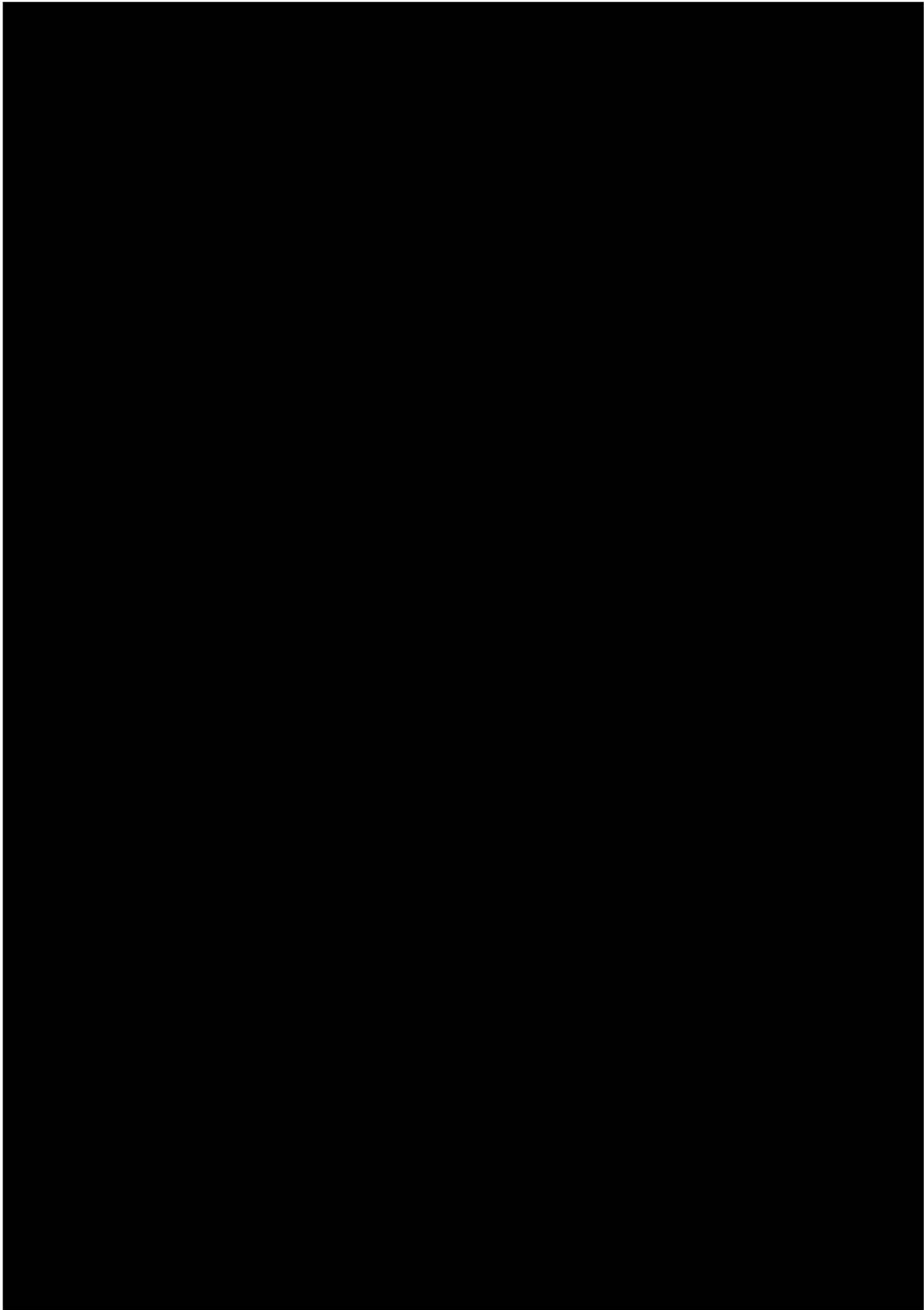


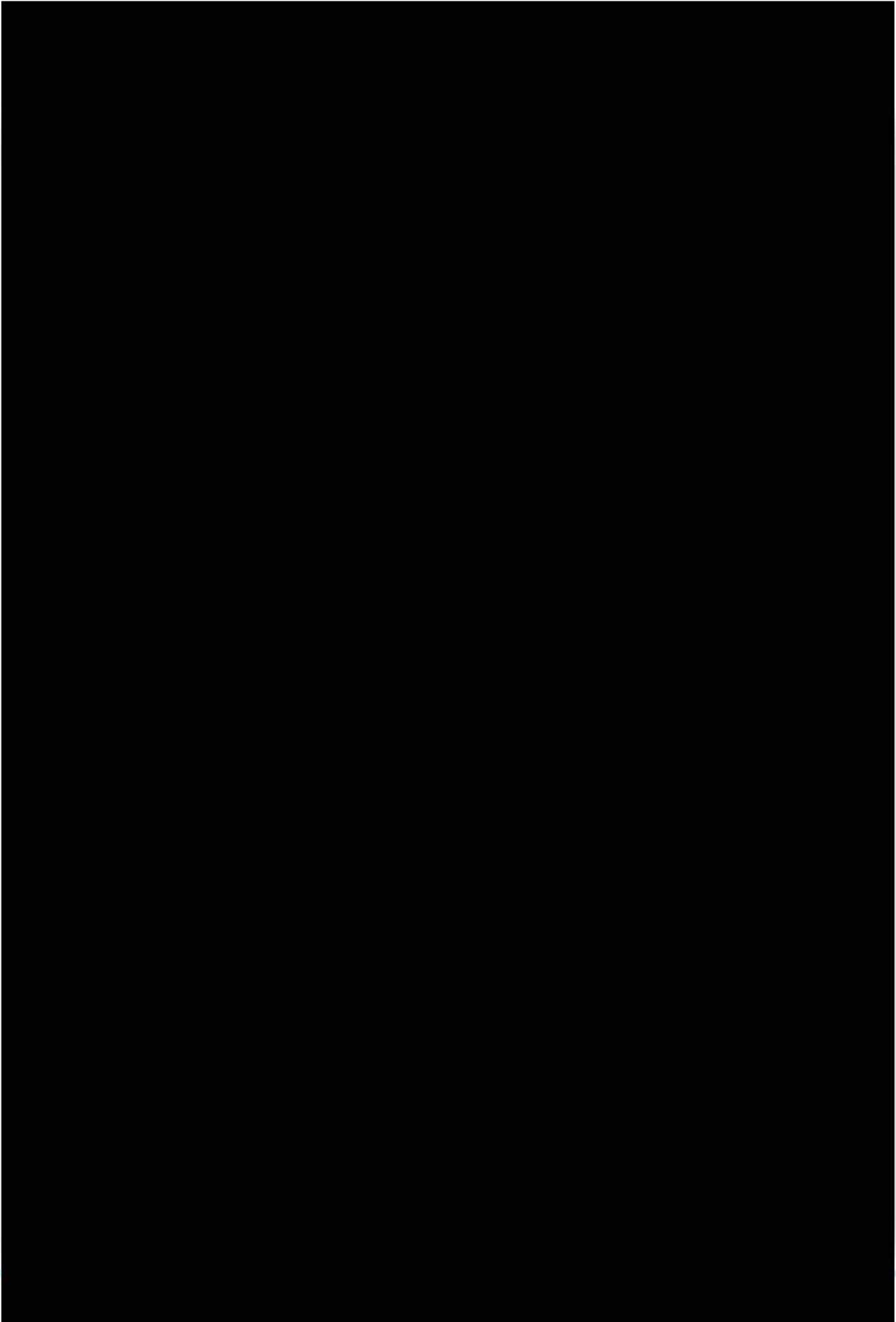
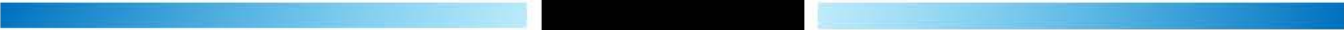


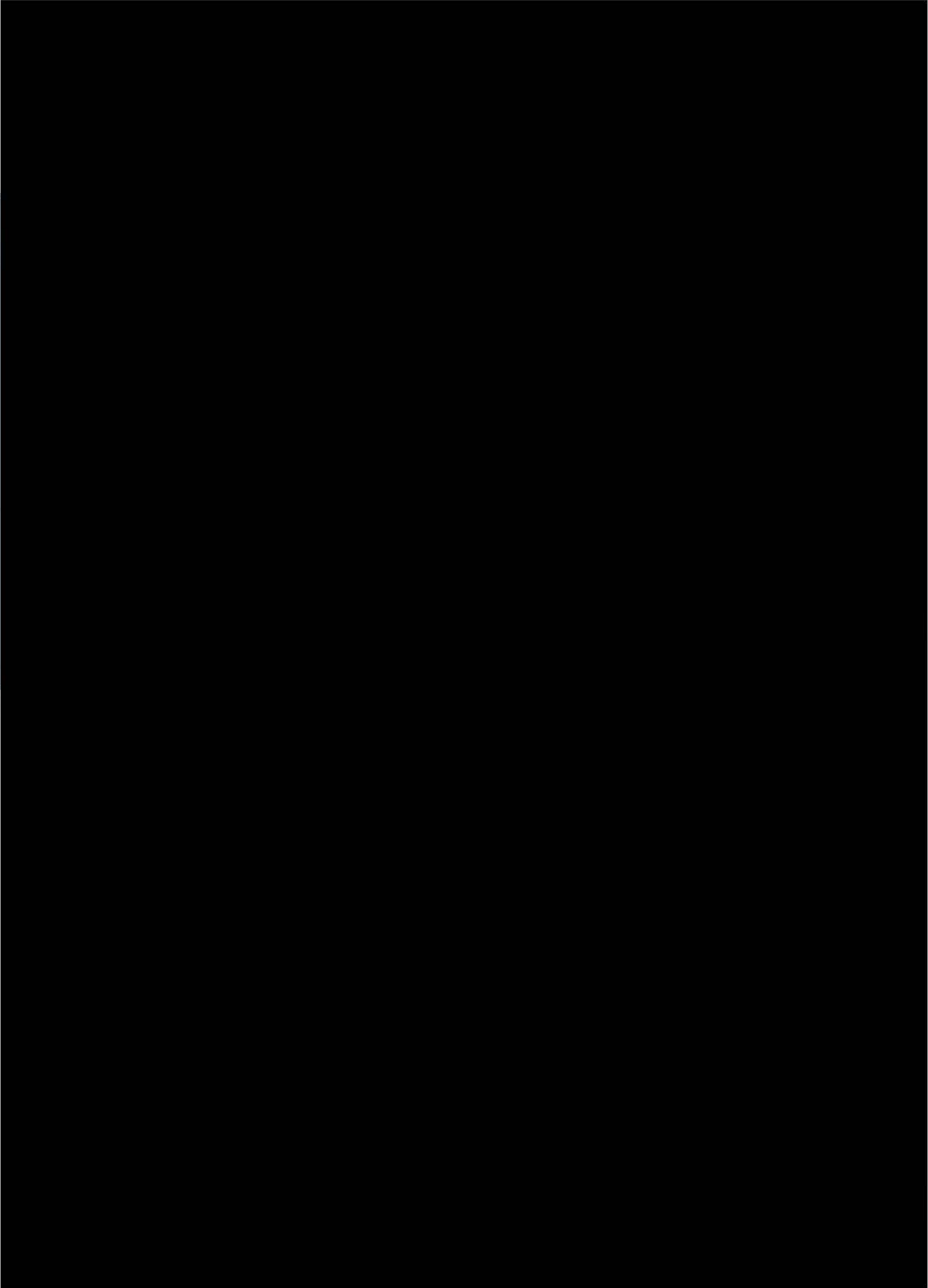










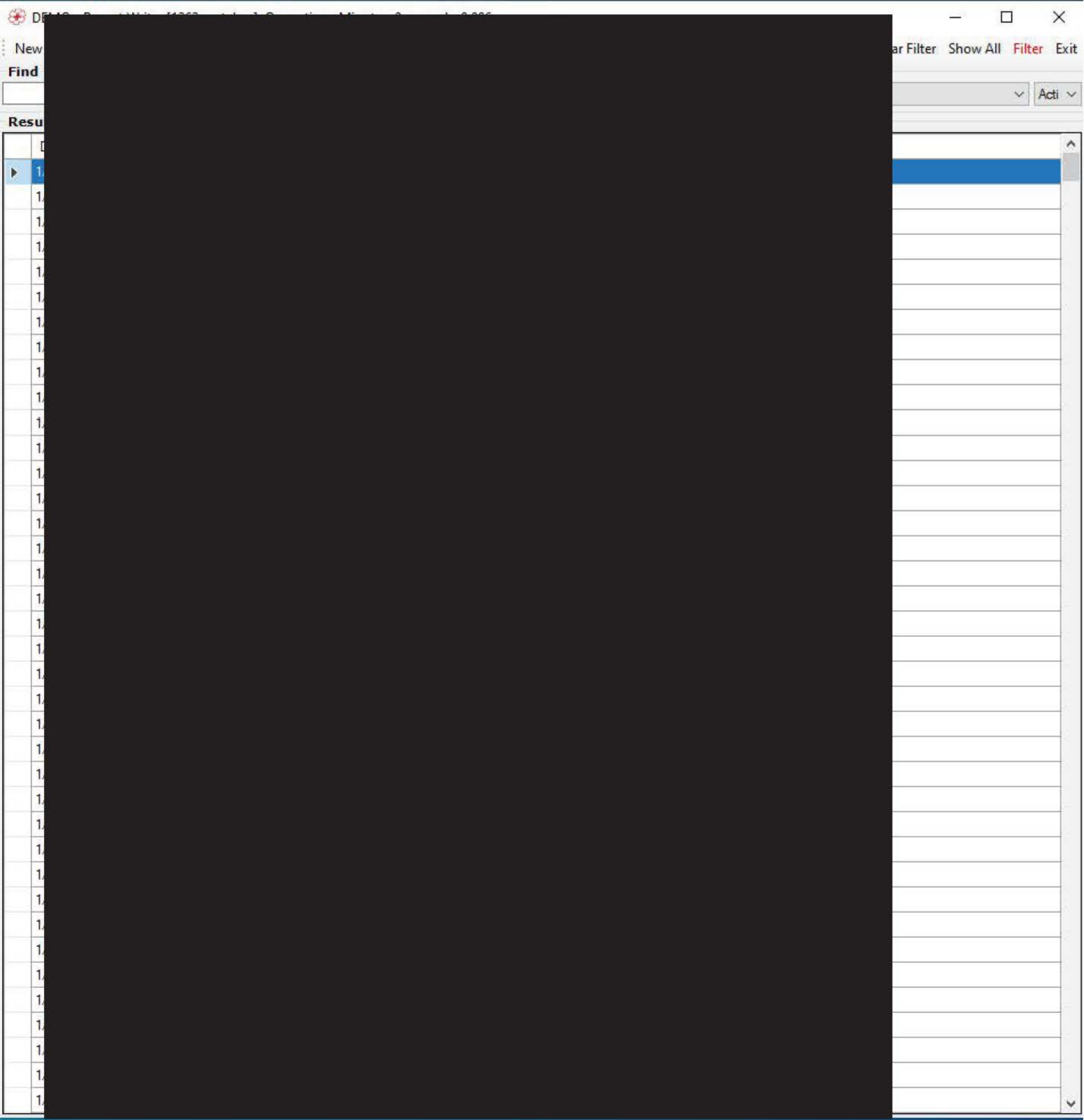




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## INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

---

**ITN TITLE:**  
EMS Billing Services

**ITN NUMBER:**  
ITN PS 01-20

**ISSUE DATE:**

January 13, 2020 at 8:00 A.M.

**PRE-PROPOSAL MEETING:**

January 27, 2020 at 10:00 A.M.

**LAST DAY FOR QUESTIONS:**

January 30, 2020 at 3:00 P.M.

**ITN OPENING DATE & TIME:**

February 19, 2020 at 3:00 P.M.

---

**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

---

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

---

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

---

COMPANY NAME Digitech Computer LLC

MAILING ADDRESS 480 Bedford Road,  
Bldg 600, 2nd Floor

CITY, STATE, ZIP Chappaqua, NY 10514

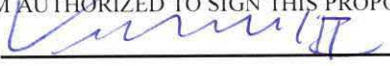
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 11-2693136

TELEPHONE NUMBER: 914-741-1919 EXT: \_\_\_\_\_ FAX: 914-741-2818

EMAIL: sales@digitechcomputer.com

---

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Walt Pickett

TITLE: Chief Operating Officer DATE February 17th, 2020

---



**NOTICE TO RESPONDENTS**  
**ITN PS 01-20**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 PM (CST) on February 19, 2020**, for **EMS Billing Services**.

Interested respondents desiring consideration shall provide one (1) original hard copy and one (1) electronic copy on thumb drive of their Invitation to Negotiate (ITN) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**The hard copy original must have original signatures in blue ink.**

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

A pre-proposal meeting will be held at 10:00 a.m. (CST), January 27, 2020 at the Emergency Operations Center located at 90 College Boulevard East, Niceville, FL 32578.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later 3:00 PM on February 19, 2020 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**EMS Billing Services**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firms submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the solicitation and the resulting negotiated agreement that is in its best interest and its decision will be final.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals should be addressed as follows:

**EMS Billing Services**  
**ITN PS 01-20**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

01/07/2020  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin, III,  
Chairman



## INVITATION TO NEGOTIATE REQUIREMENTS

**ITN #: ITN PS 01-20**

**ITN ITEM: EMS Billing Services**

### **I. BACKGROUND**

It is the intent of OKALOOSA COUNTY (COUNTY) to establish a contract for a term of three (3) years with the option of two (2) one (1) year renewals with an established billing services provider. The provider will provide the following services: collecting fees from Okaloosa County Emergency Medical Services (OCEMS) patients, and their insurance carriers, transported via ambulance to health facilities by OCEMS. This ITN is intended to cover all points of a contract from the reporting by OCEMS of the service to the satisfaction of the receivable, including potential future placement with the contracted Collection Agency after CONTRACTOR's collection efforts have failed.

The COUNTY, via OCEMS, will initiate providing Advanced Life Support (ALS) ambulance services, Basic Life Support (BLS) and on-scene medical treatment (non-transport fees) to the citizens and visitors of the COUNTY, within OCEMS boundaries in Okaloosa County, Florida. The COUNTY wishes to obtain the services of a qualified service provider for the actual billing of funds due and Accounts Receivable posting of funds received by OCEMS for these services.

At this time, charges for service are as follows:

<b>SERVICE</b>	<b>FEE (Resident)</b>	<b>FEE (Non-Resident)</b>
Non-Emergency Medical Transportation Service	\$175.00 (+Mileage)	\$175.00 (+Mileage)
Base Rate for BLS	\$800.00 (+Mileage)	\$1,300.00 (+Mileage)
Base Rate for ALS-1	\$800.00 (+Mileage)	\$1,300.00 (+Mileage)
Base Rate for ALS-2	\$800.00 (+Mileage)	\$1,300.00 (+Mileage)
Specialty Care Transport (SCT)	\$800.00 (+Mileage)	\$1,300.00 (+Mileage)
Mileage	\$15.00 per mile	\$20.00 per mile
Treatment/No Transport	\$250.00	\$300.00
Ambulance Standby	\$200.00 per hour	\$200.00 per hour
Non-profit Organization Ambulance Standby	\$100.00 per hour	\$100.00 per hour
Quick Response Vehicle Standby (with 1 Staff Member)	\$100.00 per hour	\$100.00 per hour
EMT (No Vehicle)	\$75.00 per hour	\$75.00 per hour
Paramedic (No Vehicle)	\$100.00 per hour	\$100.00 per hour

Number ambulances:  
Licensed ALS: 12  
Licensed BLS: 12

OCEMS has estimated the following number of transports, which would fall under the scope of services under this contract:

<b>Fiscal Year</b>	<b>Total Charges</b>	<b>Total Payments</b>	<b>Billable Transports</b>	<b>Average Cash / Transport</b>
2016	\$20,238,277.50	\$ 7,200,665.92	20660	\$ 355.00
2017	\$21,007,045.47	\$ 7,617,307.58	21343	\$ 356.90
2018	\$ 24,377,095.00	\$ 8,745,118.55	23298	\$ 375.36

\* There is no warranty or guarantee that future service requirements will remain constant.

## **II. SCOPE OF WORK**

The successful CONTRACTOR, under this agreement, will provide all services necessary to collect for services provided by OCEMS. These services shall include, but are not limited to:

1. Receipt from OCEMS of the patient data necessary for billing. This data will come from a department approved "electronic Patient Care Report" (ePCR) in computerized format. The CONTRACTOR will be furnished with these reports either in a batch mode via mail, direct courier pick-up/delivery or electronic transfer. The patient care reports will be electronically generated in a format approved by OCEMS. The CONTRACTOR shall be responsible for obtaining the appropriate software that will be compatible to interface with our computerized report writing system and to enter furnished data into their computerized billing system.
2. The CONTRACTOR shall be responsible for reviewing each ePCR for content to accomplish the following:
  - Check for discrepancies to ensure the number of ePCRs received match the number of patients transported as documented on the ePCRs. This is particularly important for incidents with multiple patients at one incident.
  - Assign the appropriate billing and diagnosis codes based on the documentation, treatment and chief complaint of the patient.
  - Obtain and/or verify current patient insurance information per claim.
3. The CONTRACTOR shall be responsible for sorting the ePCRs in numerical/date order, as well as, sorting all the paperwork in a systematic order for billing organization and future accessibility.
4. The CONTRACTOR shall provide electronic claims processing and paper filings to all other insurance companies. The first invoice will be dated no later than five (5) days after the contracted billing company has received the ePCR and as applicable the Physician Certification of Service

form (inter-facility transports). The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Services to be billed will include base fee, mileage, treatment-no-transport fees, and hourly rate for ambulance/quick response vehicle standbys.

5. The contracted billing agency will be responsible for the initial collection, generation of any and all insurance forms, filings, and record maintenance. The contracted billing agency will provide the contracted collection company with all accounts that have had no payment activity for 120 days after the date of first billing. The CONTRACTOR will track the accounts turned over to the collection firm and will provide a monthly report to OCEMS listing the accounts surrendered to the collection firm. The CONTRACTOR will continue to work with the collection agency to assist with the following:
  - Information gathering;
  - Filing insurance claims for accounts in collections;
  - Review account status with collections firm and/or OCEMS, as required;
  - Receive and handle phone calls for patients with accounts placed in collections; and
  - Receive, post and forward payments received on accounts placed in collections.
  
6. Provision of all monthly finance, billing, receivable and aging reports as stated herein.
  - Collections profiles for each month, dating back to the beginning of said contract.
  - Status of all accounts (payer mix) for the current month and total in system.
  - Aging report.
  - Monthly detail for current month reports.
  - Transport log.
  - Month end information for Finance.
  - Monthly write off reports.
  - Refund reports including refunds pending.
  - HIPAA records release reports.
  - Any additional reports that OCEMS may need or request will automatically be formatted to their requirement and sent to the department.
  - Daily payments logs with deposit confirmation attached.
  - Month end payment logs to balance to dailies.
  - Daily billing log with confirmation attached that ePCR's received have been billed and a monthly summary showing balancing of monthly ePCR's billed to monthly balancing of accounts receivable.
  - Adjustment Reports
  
7. The CONTRACTOR shall comply with the policies and procedures developed and implemented by OCEMS in response to the improvement of the department and the privacy act of HIPAA. The agency will enter into a business associates agreement with OCEMS to ensure all HIPAA policies are adhered to. Any violations of the HIPAA by the contracted billing company will be grounds to terminate all contractual agreements.

8. The CONTRACTOR shall comply with HIPAA regarding protected health information (PHI) and guardian of all record sets and will maintain any and all documentation records and patient information in a safe and secure manner allowing for inspection and/or audit by the COUNTY.
9. The CONTRACTOR shall be required to store all record sets for a minimum of thirty-six (36) months and then turn them over to COUNTY for permanent storage.
10. The CONTRACTOR will comply with the Final Security Rule of HIPAA and remain under a business associates agreement during the duration of the contract.
11. Provide sufficient number of professional and courteous Customer Service Representative(s) including one (1) onsite representative to assist patients and/or other third party payees in all billing inquiries in a timely manner, not to exceed one (1) business day. The contract will provide a plan explaining how the customer services representatives will be made available to assist patients and/or other third party payees.
12. Conduct any follow-up required to obtain necessary insurance information for payment processing.
13. All payments will be received by the CONTRACTOR on behalf of OCEMS and be deposited to the COUNTY's designated bank account within three (3) business days. Records of deposits will be correlated with database reports on a daily basis and this information will be emailed to the County on a daily basis.
14. CONTRACTOR shall follow-up with patient or patient's third party payees for collection of the receivables in increments of 30 days, 60 days and 90 days, after the initial billing. OCEMS shall be provided information on a quarterly basis on those accounts deemed "non-collectible except by further legal means" and OCEMS will decide the method in which it wishes to proceed. No such account will be reported as long as payments are being made in good faith. The CONTRACTOR agrees to negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The CONTRACTOR is authorized to establish a monthly payment no less than \$10.00 per month and ensure those individuals continue to pay at least that amount for the duration of the invoice.
15. Collect remaining amounts after patient insurance or other third party payments are made from the patient where permitted by law and provider agreement.
16. The CONTRACTOR shall provide a read-only copy of OCEMS's database for use on OCEMS's computer system. The OCEMS read only system shall be updated simultaneously as the live data is updated. The COUNTY based system shall be capable of producing reports and tracking or reviewing CONTRACTOR follow-up on accounts.
17. The CONTRACTOR shall provide up to 4 hours training of EMS personnel, at the discretion of the EMS Division Chief, on changes in the billing process and new requirements for data gathering as they occur. In addition, the CONTRACTOR must apply up to 3 hours training on the use of the read-only version of the software to be provided under this contract for OCEMS-based use.
18. The CONTRACTOR also agrees to provide:

- All invoices and related insurance forms with remittance advice.
- Return envelope with the address designated and approved by OCEMS. Window envelopes are acceptable for satisfying this requirement.
- Postage for the mailing of all said invoices and forms for the billing operation.
- Patient statement with a message “Credit/debit cards and checks are accepted. Checks must be made payable to Okaloosa County EMS”. Patient statement must include both a CONTRACTOR telephone number and a local (Okaloosa County Emergency Medical Services) number for patients to call for assistance. This number will be provided on the second and subsequent invoices. A web address with credit card payment functionality will be included for patients to make internet payments. A sample of the invoice is to be provided.
- What is your process to locate and correct any incorrect billing address for billable patients?
- A working agreement with all hospitals serviced by Okaloosa County Emergency Medical Services for acquisition of patient demographic data
- The CONTRACTOR must provide OCEMS with a refund request, in a timely manner that also ensures Medicare 60 day compliance, including all patient information relating to refund payments to patients and/or insurance company indicating the refund payee’s name, address, and reason for refund.
- The CONTRACTOR shall follow-up on electronically submitted claims for which payment has not been received between 30 and 45 days following initial submittal. Follow-up shall be accomplished on all unpaid paper claims between 45 and 60 days after initial submittal. Follow-up efforts and results must be documented and available to the COUNTY. Follow-up efforts subsequent to the initial effort must also be documented and retrievable.
- The CONTRACTOR agrees to provide the COUNTY with information necessary for OCEMS to pursue collection of non-sufficient fund checks.
- OCEMS has the right to audit all financial records pertaining to the billing and collection for OCEMS.
- Subpoenas: Any subpoena request processed through OCEMS and sent to the CONTRACTOR via fax or mail will be processed and sent to the individual names on the subpoena requesting the medical records.
- The CONTRACTOR shall keep a log of the medical records sent out in compliance with subpoenas or other legal and HIPAA compliant request and will send a copy of the PHI log electronically to the Privacy Officer of HIPAA on a monthly basis. A copy of the request will also be placed in the medical records.



- The CONTRACTOR will comply with any special report request in reference to transport locations and response modes to specific locations on a case-by-case basis.

19. The CONTRACTOR agrees to provide the following reports:

- Distribution of Charges and Collections – This report will track the charges, payments and financial class mix of all patients for a given month or other specified period. **(Provide sample of this report.)**
- Aged Receivable Report – This report will have outstanding invoices sorted by date or account for thirty, sixty, ninety, one-hundred twenty and over one-hundred twenty days. This report will provide totals for these categories. **(Provide sample of this report.)**
- Patient Alpha Listing – This report lists all patients alphabetically by patient name. **(Provide sample of this report.)**
- Monthly Payment Listing – This report lists payments, required charge offs (adjustments), and refunds posted to each patient’s account. **(Provide sample of this report.)**
- Overpayment (Refund Request) Reports – This report lists all patients due refunds because of overpayment of account. **(Provide sample of this report.)**
- NSF Check Reports – This report lists all patients due refunds as a results of overpayment of account. **(Provide sample of this report.)**
- A reconciliation report on the 15<sup>th</sup> and the last day of the month that will show all patients that have been billed for the previous 15 days. The invoice will display the ePCR number, date of service, level of care (BLS, ALS, ALS-2, SCT, etc.), miles transported, patient billing code assignment, and the total amount of the invoice. **(Provide sample of this report.)**
- A reconciliation report on the 15<sup>th</sup> and the last day of the month that will show a breakdown of BLS/ALS/ALS-2 patients and the mileage charges for each category. It will be broken down per category to insure all ePCRs processed and forwarded to the CONTRACTOR have been processed within the approved time line. **(Provide sample of this report.)**

**Additionally, any other mutually agreed upon report(s) as may be required.**

20. The CONTRACTOR shall provide capability of OCEMS Administrative staff to place scanned copies of documents on to relative patient chart(s). This would include, but not limited to: attorney requests, release of information, bankruptcy notice, correspondence from insurance companies, death certificate, etc.). OCEMS will notify CONTRACTOR of pertinent billing information placed on account(s).

21. The CONTRACTOR shall provide “special billing” as directed by OCEMS administrative staff, to include hospitals, jails, hospice agencies, paid standbys, etc.

22. The CONTRACTOR shall agree to contact OCEMS Administrative staff regarding discrepancies that could affect accounts for clarification to the ePCR or accounts.

23. The CONTRACTOR shall only bill insurance companies for payment in the case of DOA. Patient's family are not to receive invoices on DOA cases.

24. The CONTRACTOR shall ensure the maintenance and timely revalidation of the COUNTY's Medicare / Medicaid billing privileges.

25. The CONTRACTOR shall be subject to the following Performance Incentives and Penalties:

The CONTRACTOR will be expected to maintain a minimum collection rate of 40% on an annual basis. If the CONTRACTOR exceeds a collection rate of 45% on an annual basis, the CONTRACTOR will receive a 10% incentive/increase of his current rate.

The CONTRACTOR will agree to reimburse the COUNTY for the full invoiced amount of lost revenue resulting from the CONTRACTOR's failure to perform the responsibilities of insurance eligibility and verification, coding, charge entry, and timely claims submission and invoicing as specified above.

26. Responsibilities of OCEMS: OCEMS will provide the necessary patient and insurance information to the CONTRACTOR on daily basis for those patients recently transported or treated at scene. *(Period may be adjusted dependent upon volume.)*

OCEMS will comply with all Federal, State and local laws, rule and regulations as applicable to the services contracted.

OCEMS will agree to use the successful firm for all medical billings exclusively for the service specified herein as long as the contract agreement is in force, except for accounts past due three (3) months or more that have been deemed uncollectible by the CONTRACTOR and OCEMS.

27. The CONTRACTOR shall follow the below Performance Schedule:

Patient statements shall be at maximum intervals of 35 days with no patient receiving a statement until their insurance has had opportunity to act on the claim. Opportunity is defined as at least 60 days. Initial bills to insurance carriers are to be sent within five (5) days of the CONTRACTOR receiving all necessary information to enable the billing process.

28. COUNTY employees and immediate family members will have all transport and treatment charges applied to their current insurance; any outstanding balances will be waived minus deductible. When an employee contacts the CONTRACTOR upon receiving their first billing, the CONTRACTOR must verify employment with the Okaloosa County Human Resources Department before waiving those charges.

29. Computer Hardware, Software, and Training. The vendor will provide and include for a negotiated percentage of net collections; the following necessary computer hardware, software, equipment, internet service and training (hereafter collectively the "Equipment") for the three-year initial term and any additional terms.

- ePCR software, including:
  - All software updates
  - Cardiac Monitor interface
  - 3 days initial training
  - Annual refresher training with supporting documentation
  - CAD interface with SmartCop industries software; and
  - State of Florida required EMSTARS patient statistical data reporting capability and timely data transfer for all patients transported by the county as required by the State of Florida Department of Health.
- 32 new ruggedized laptops, including:
  - Touch screen for signature capture; and
  - Full service warranty on all computers,
- Verizon Connectivity, including data package for life of the Contract.
- 110v and 12 volt charging cables (2 each)

### **III. PROPOSAL FORMAT**

The Proposal must name all persons or entities interested in the proposal as principals. The proposal must be declared that it is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal. The proposal should be no more than 30 pages in total. (excluding the required forms)

Proposer shall prepare their proposals using the following format with each section clearly labeled and shall include the following:

- a. Letter of Transmittal.
- b. Statement acknowledging receipt of each addendum issued by the COUNTY.
- c. Qualifications and experience of the firms(s)/individual(s) who will provide the services, which shall include documentation of the firm's experience in similar work.
- d. List at least five (5) current and pertinent professional and financial references (name; address, email and phone number) that the COUNTY may contact in relations to the Proposer's qualifications, experience and stability.
- e. Please provide two (2) contracts that your company has lost and/or not been renewed in the last five (5) years).
- f. Scope of Work: This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach activities and work products. The proposal shall include:
  - 1) A rationale for the approach taken for schedule of deliverables.
  - 2) A list of work product, which the Proposer will provide.
  - 3) A list of any assistance OCEMS may be requested to provide to the Proposer.
  - 4) Provide completed cost proposal (Attachment "A").

- 5) Provide evidence of current levels of insurance in areas of General Liability and Professional Liability or evidence of insurability.
- 6) Provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceedings.
- 7) Provide a summary of any litigation filed against the proposer in the past three years, which is related to the services that Proposer provides in the regular course of the business. The summary shall state the nature of litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
- 8) Identify the type of business entity involved {i.e., sole proprietorship, partnership, corporation, etc.}. Identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- 9) In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners and partners.
- 10) If proposer is a corporation, provide certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.

**The Proposer shall include sample bill forms and sample messages used on patient statements, as part of the response. All text, format, color of printing and stock subject to approval by OCEMS.**

**IV. COMPETITION PROCEDURES:** The ITN is a competitive negotiation process that is used when the scope of the project is not clearly defined and the County has determined that negotiations may be necessary to receive the best value. A short list of acceptable respondents will be created for follow-on concurrent negotiations. The County reserves the right to create a short list of respondents to whom the County wishes to enter negotiations.

**V. PROCEDURES:**

1. Receipt of Responses. Send responses to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536. Responses received after the deadline will not be considered.
2. Public opening and listing of all responses received.
3. An Evaluation Committee shall meet to evaluate each response in accordance with the requirements of this ITN.
4. A short list of respondents will be selected to go forward into final evaluation.
5. Once the short list of Respondents is selected, further information may be requested and clarifications sought on responses.

6. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on-site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the **Okaloosa County Administration Building, 1250 Eglin Parkway N., Shalimar, FL 32579.**
7. Negotiations will be conducted with best & final offers requested and reviewed.
8. The Evaluation Committee shall recommend to the Board of County Commissioners the response or responses which the Evaluation Committee deems to be in the best interest of the County.

**VI. NEGOTIATION PROCESS:**

1. Vendors selected for the negotiation process will be selected from those who submit responses to this ITN. Selection of vendors for this phase will be based on the respective vendor's scores on the criteria outlined in the Evaluation of Responses section. Selected Respondents chosen to enter into the negotiation phase of this ITN will be notified.
2. During the negotiation process Respondents shall be expected to provide responses in writing to questions or requests of clarification from the Okaloosa County Purchasing Department.
3. As a part of the evaluation process, the evaluation committee may schedule presentations from the short-list of respondents selected for the negotiation phase. A standard to follow during the presentations along with time limits will be given to the short-list respondents. Respondent(s) will be expected to follow the presentation standard and a set time limit. Presentation slides containing trade secret or business confidential information will be clearly marked for redaction.
4. Presentations will require Respondent(s) to present information related to the product, implementation, configuration and services. Failure of a Respondent to furnish the product(s) and/or service(s) to meet the specified requirements during the demonstration may result in rejection of the
5. Respondent's response. The successful demonstration of the Respondent's product(s) and/or service(s) does not constitute acceptance by the County.

**VII. SCORING CRITERIA**

- |  |           |
|--|-----------|
| 1. Percentage Cost of Collection:          | 30 points |
| 2. Narrative Work Plan:                    | 20 points |
| 3. Technical Solutions                     | 20 points |
| 4. Experience with Comparable Organization | 15 points |
| 5. Qualifications of Firm/Staff            | 10 points |
| 6. References                              | 5 points  |



**VIII. TIMELINE GOALS \*\*All times are tentative\*\***

Solicitation available to public:	Date: 13 January 2020
Pre-Proposal Meeting:	Date: 27 January 2020, 10:00 a.m.
Questions from potential proposers due	Date: 30 January 2020, 3:00 p.m.
Issue Addendum (if necessary)	Date: 04 February 2020
Proposal Response Due	Date: 19 February 2020, 3:00 p.m.
ITN Committee Review to Short List	Date: week of February 24, 2020
Short List Announcement	Date: 28 February 2020
Oral Presentation/Demonstration with Responses*if needed	Date: week of March 9 2020
Intent to Award:	Date: March 13, 2020
Board Review and Approval	Date: 16 June 2020

**IX. TERM OF CONTRACT:** Subject to adequate funding, the initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) year from the date of signing.

**X. RENEWAL OPTION:** Subject to adequate funding, the contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

## **GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the Okaloosa County Risk Manager or designee has approved the certificate of insurance.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must comply with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

## **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment

of premium.

3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.



## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

## GENERAL PROPOSAL CONDITIONS

### 1. **PRE-PROPOSAL ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITN & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> . To access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

### 2. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and proposal forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may

withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **IDENTICAL TIE BIDS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF CONTRACT**

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Department, 101 E. James Lee Blvd, Crestview, FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.



18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitations to Negotiate) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions

addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **AUDIT** - If requested, respondent shall permit the County or its authorized representative to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract. Respondent shall permit access to premises and employees with adequate notice and during reasonable hours for the purpose of examining and assessing controls in place over the work they perform for the County.
28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
29. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
30. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default,

the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

31. **TITLE VI SOLICITATION NOTICE**-The Okaloosa County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
32. **FEDERAL REGULATIONS**- The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.
33. **The following documents shall be submitted with the bid packet. Failure to submit all required forms might result in your submittal being deemed non-responsive:**
  - A. Drug-Free Workplace Certification Form
  - B. Conflict of Interest
  - C. Federal E-Verify
  - D. Cone of Silence Form
  - E. Recycled Content Form
  - F. Indemnification and Hold Harmless
  - G. Company Data
  - H. System of Awards Management
  - I. Addendum Acknowledgement
  - J. Certification Regarding Lobbying
  - K. Governmental Debarment & Suspension
  - L. Vendors on Scrutinized Companies List

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# **DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: February 17th, 2020 SIGNATURE: \_\_\_\_\_

COMPANY: Digitech Computer LLC NAME: Walt Pickett  
(Typed or Printed)

ADDRESS: 480 Bedford Road  
Bldg 600, 2nd Floor TITLE: Chief Operating Officer  
Chappaqua, NY 10514  
E-MAIL: sales@digitechcomputer.com

PHONE NO.: 914-741-1919

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO: NO \_\_\_\_\_

NAME(S)	POSITION(S)
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Not Applicable

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FIRM NAME: Digitech Computer LLC

BY (PRINTED): Walt Pickett

BY (SIGNATURE): \_\_\_\_\_

TITLE: Chief Operating Officer

ADDRESS: 480 Bedford Road

PHONE NO.: 914-741-1919

E-MAIL: sales@digitechcomputer.com

DATE: February 17, 2020

## **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: February 17, 2020

SIGNATURE: \_\_\_\_\_

COMPANY: Digitech Computer LLC

NAME: Walt Pickett

ADDRESS: 480 Bedford Road  
Bldg 600, 2nd Floor  
Chappaqua, NY 10514

TITLE: Chief Operating Officer

E-MAIL: sales@digitechcomputer.com

PHONE NO.: 914-741-1919



## **CONE OF SILENCE CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Walt Pickett representing Digitech Computer LLC  
**Signature** **Company Name**

On this 17th day of February 2020 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the proposal: Virgin \_\_\_\_\_ or Recycled  (Check the applicable blank). If recycled, what percentage 100 %.

Product Description: Kelly Paper - 8.5 x 11 28lb. Writing Mohawk Color Copy 100% Recycled Paper

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2. Is your product packaged and/or shipped in material containing recycled content?

Yes  No \_\_\_\_\_

Specify: Cardboard in vinyl binder casing is recycled.

Shipped in 100% FedEx® recycled packaging

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3. Is your product recyclable after it has reached its intended end use?

Yes  No \_\_\_\_\_

Specify: Kelly Paper and Binder casing is recyclable. FedEx box can be recycled as well

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The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Digitech Computer LLC

E-Mail: sales@digitechcomputer.com

## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Digitech Computer LLC

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Respondent's Company Name

480 Bedford Road, Bldg 600 2nd Floor  
Chappaqua, NY 10514

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Physical Address

Same as above

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Mailing Address

914-741-1919

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Phone Number

Not Applicable

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Cellular Number

February 17, 2020

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Date

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Authorized Signature – Manual

Walt Pickett

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Authorized Signature – Typed

Chief Operating Officer

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Title

914-741-2818

---

FAX Number

914-741-1919

---

After-Hours Number(s)

## COMPANY DATA

Respondent's Company Name: Digitech Computer LLC

Physical Address    Phone #: 480 Bedford Road  
Bldg 600, 2nd Floor  
Chappaqua, NY 10514

Contact Person (Typed-Printed): Mitch Holder

Phone #: 914-741-1919 ext 817

Cell #: 914) 400-1676

Email: sales@digitechcomputer.com

Federal ID or SS #: 11-2693136

DUNS #: 792757254

Respondent's License #: New York DOS ID # 910503

Fax #: 914-741-2818

Emergency #'s After Hours,  
Weekends    Holidays: 914-741-1919

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name:	<u>Digitech Computer LLC</u>
Entity Address:	<u>480 Bedford Road, Bldg 600. 2nd Floor, Chappaqua NY 10514</u>
Duns Number:	<u>792757254</u>
CAGE Code:	<u>In progress</u>





# **LOBBYING - 31 U.S.C. 1352, as amended**

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Digitech Computer LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Walt Pickett, Chief Operating Officer  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

February 17, 2020  
\_\_\_\_\_  
Date

## Government Debarment & Suspension

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Walt Pickett, Chief Operating Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

February 17, 2020

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Digitech Computer LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: February 17, 2020

SIGNATURE: \_\_\_\_\_

COMPANY: Digitech Computer LLC

NAME: Walt Pickett  
(Typed or Printed)

ADDRESS: 480 Bedford Road

TITLE: Chief Operating Officer

Bldg 600, 2nd Floor

E-MAIL: sales@digitechcomputer.com

Chappaqua, NY 10514

PHONE NO.: 914-741-1919

September 11, 2019

Ms. Amanda Compton  
Chief Compliance Officer  
Digitech Computer, LLC

Dear Ms. Compton:

This letter is to confirm that Digitech Computer, LLC (Digitech), Chappaqua, NY, has undergone a SOC I Type 2 examination by our firm of its Description of controls Applicable to Claims Processing, Billing and Related Operations throughout the period July 1, 2018 to June 30, 2019 and the suitability of the design and operating effectiveness of controls to achieve the related Control Objectives stated in the description.

As you are aware, AICPA standards restrict the distribution and use of the report to Digitech and user entities (customers) and the independent auditors of such user entities of Digitech's services during some or all of the period July 1, 2018 to June 30, 2019. Our independent Service Auditors report addressed 11 Control Objectives and 41 individual business processes and IT Control Activities. During our examination, we applied 73 individual audit tests to these Control Activities.

The control objectives addressed in our report are summarized below:

1. Contract and client setup
2. Claims creation
3. Procedure coding and quality reviews
4. Insurance verification
5. Invoicing
6. Collection activities
7. Cash applications
8. Reconciliation and reporting
9. IT physical security and environmental controls
10. IT logical security
11. Data backup and retention

Our Independent Service Auditors' report, which was issued on September 11, 2019, is unqualified and without modification or exception.

Sincerely,



WithumSmith+Brown, PC





Quote Date: 02/13/2020  
 Customer Name: Okaloosa County EMS  
 Quote #: Q-04181  
 Quote valid until: 04/16/2020  
 ESO Account Manager: Rich Cunningham

**CUSTOMER CONTACT**

End User Okaloosa County EMS  
 Name Jeffrey " Greg" Cain  
 Email jcain@myokaloosa.com  
 Phone (850) 651-7150

**BILLING CONTACT**

Payor Digitech Computer Inc.\* Address 480 Bedford Road  
 Name Amanda Compton Chappaqua NY, 10514  
 Email accountspayable@digitec Billing Frequency Annual  
 hcomputer.com  
 Phone 914-741-1919 Initial Term 12 months  
 Total Annual Recurring \$49,485.60

**EHR**

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR Suite	32000 Incidents	\$50,990.00	( \$6,628.70 )	\$44,361.30	Recurring
EHR CAD Integration	32000 Incidents	\$3,995.00	( \$519.35 )	\$3,475.65	Recurring
EHR Cardiac Monitor Integration	32000 Incidents	\$1,895.00	( \$246.35 )	\$1,648.65	Recurring
EHR Billing Interface	32000 Incidents	\$995.00	( \$995.00 )	\$0.00	Recurring
EHR Training	6 Days	\$7,170.00	( \$0.00 )	\$7,170.00	One-time
EHR Training Travel Costs	3 Travel Cost	\$5,250.00	( \$0.00 )	\$5,250.00	One-time

<b>Discounts</b>	\$	(0.00)
<b>TOTAL</b>	\$	61,905.60

**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

**<http://bit.ly/ESOContract>**

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



Quote Date: 02/13/2020  
Customer Name: Okaloosa County EMS  
Quote #: Q-04181  
Quote valid until: 04/16/2020  
ESO Account Manager: Rich Cunningham

**Okaloosa County EMS**

---

[Signature]

---

[Print Name]

---

[Title]

---

[Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, the following payment terms apply:  
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 02/13/2020  
Customer Name: Okaloosa County EMS  
Quote #: Q-04181  
Quote valid until: 04/16/2020  
ESO Account Manager: Rich Cunningham

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to [legal@eso.com](mailto:legal@eso.com) and your sales representative.



# Sales Quotation

Quotation No.:47943

Page 1 of 2

27060 Decker Prairie Rosehill Road  
Magnolia, Texas 77355

**Tel: 281-305-5040**  
**Ofc: 281-259-6613**  
**Fax: 281-259-6615**  
**Dan.Rzeppa@RuggedDepot.com**

**Order Date:** 02/13/2020  
**Valid Until:** 03/13/2020  
**Customer Number:** C11182  
**Rep:** Dan Rzeppa  
**Terms:** Euler Net 30  
**Customer Ref:**

**Bill To:**  
Digitech Computer LLC  
Diane Schuk  
480 Bedford Road  
Suite 600  
Chappaqua NY 10514  
USA

**Ship To:**  
Digitech Computer LLC  
Okaloosa County, FL.

**Shipping Method: Best Way**

Item Code	Description	Condition	Quantity	Price	Total
<b>CF-31 Mk6 WITH LTE and ULTIMATE CARE WARRANTY:</b>					
	Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 13.1" XGA Touch, 16GB(8+8), 256GB SSD, Intel Wi-Fi, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:selectable), No PC/Expresscard, 4G LTE-Advanced Multi Carrier (EM7455), Emissive Backlit Keyboard, DVD, Flat	NEW	32	3,639.48	116,463.36
	Ultimate Care Protection - Laptop (Years 1,2 & 3)	NEW	32	365.00	11,680.00
	Lind 120 Watt 12-32 Volt Input DC Adapter	NEW	64	124.49	7,967.36
	AC Adaptor(65W) for CF-C2Mk 1 Mk2 FZ-G1Mk1	NEW	32	69.99	2,239.68
<b>Subtotal</b>					<b>138,350.40</b>

Freight \$1,227.52  
Tax \$0.00  
Total \$139,577.92

THIS QUOTE IS WITH 3-YR ULTIMATE CARE WARRANTY, ALSO 32 AC ADAPTERS PLUS 64 DC ADAPTERS

**Terms and Conditions**

- \* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
- \* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
- \* Payment must be made in U.S. dollars.
- \* Pricing and quantities are subject to change.
- \* Nomar Enterprises reserves the right to substitute products of equal or greater specifications.
- \* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
- \* All products are sold "AS IS"
- \* No credit allowed for goods returned without prior approval.
- \* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY.
- \* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Nomar Enterprises LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
- \* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
- \* All product and services on this invoice will remain the property of Nomar Enterprises and will be fully encumbered until full payment has been remitted.

**Nomar Enterprises strives to bring our customers the best possible price everyday.**



# Sales Quotation

Quotation No.:47943

Page 2 of 2

27060 Decker Prairie Rosehill Road  
Magnolia, Texas 77355

**Tel: 281-305-5040**  
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**Dan.Rzeppa@RuggedDepot.com**

**Order Date:** 02/13/2020  
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**Customer Number:** C11182  
**Rep:** Dan Rzeppa  
**Terms:** Euler Net 30  
**Customer Ref:**

**Bill To:**  
Digitech Computer LLC  
Diane Schuk  
480 Bedford Road  
Suite 600  
Chappaqua NY 10514  
USA

**Ship To:**  
Digitech Computer LLC  
Okaloosa County, FL.

**Shipping Method: Best Way**

This document is not an Order unless signed. Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a signed copy of this sales quote. No sales order can be generated without a written, detailed purchase order or a signed copy of this sales quote in place of a purchase order. This document, when signed, is an official Purchase Order.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

PO # (if different than SQ #): \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Billing Contact (Name, Email, Phone Number):  
\_\_\_\_\_

### Terms and Conditions

- \* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
- \* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
- \* Payment must be made in U.S. dollars.
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**Nomar Enterprises strives to bring our customers the best possible price everyday.**



## Ultimate Care Warranty

### OVERVIEW

For organizations that operate in extremely challenging environments and for those that simply wish to minimize risk on their mobile computing devices, Panasonic's Ultimate Care Warranty offers Toughbook® customers true peace of mind. We know accidents happen, especially in mobile work settings, and with Ultimate Care, you are covered for repairs or replacement of all major computer parts at no additional cost.



The Ultimate Care Warranty provides comprehensive coverage for Panasonic Toughbook laptop, tablet, 2-in-1 and handheld devices, eliminating almost all potential for out-of-warranty repairs. This program may be purchased for periods of three years, four years or five years.





# WHAT IT COVERS



Ultimate Care entitles the user to complete warranty coverage for hardware failures with a limitation only on intentional acts and on damage from events beyond human control (such as fire, flood, hurricane, tornado, loss and reported theft), which are capped at a maximum of 1% of the total deployment.

Designed to eliminate unexpected costs and improve the logistics around warranty repairs, those units needing repair are shipped overnight at Panasonic's expense to and from our National Service Center. Covered devices that cannot be repaired are replaced with a new unit, which assumes the remainder of the Ultimate Care Warranty coverage and will be returned with the same model and serial number as the destroyed unit. Panasonic is proud to be one of the only OEM providers that offers our customers this service.

Furthermore, the Ultimate Care Warranty can be customized to provide a service-level guarantee for dead on arrival, help-desk call waiting time, turn-around time at the Panasonic National Service Center, and even guarantee annual unit failure rates.

With Ultimate Care, your workers experience minimal disruption and your IT staff is not sidetracked with surprise repair costs. Additionally, your finance staff will be happy to know that they won't need to worry about funding unexpected repair costs (even for minor repairs) after deployment, helping them budget entire projects.



## PRICING INFORMATION

Plans	Part Number <small>[ Toughbook/Toughpad®/Handheld ]</small>	Price*
<b>Three-Year Term</b>	CF-SVCLTUCNF3YR / FZ-SVCTPUCNF3Y / FZ-SVHHUC3Y	<b>\$365 / \$390 / \$255</b>
<b>Four-Year Term</b>	CF-SVCLTUCNF4Y / FZ-SVCTPUCNF4Y / FZ-SVHHUC4Y	<b>\$550 / \$575 / \$305</b>
<b>Five-Year Term</b>	CF-SVCLTUCNF5Y / FZ-SVCTPUCNF5Y / FZ-SVHHUC5Y	<b>\$850 / \$875 / \$350</b>

\*Specifications and prices are subject to change without notice.

**TOUGHBOOK**

LEARN MORE | 1.800.622.3537  
[us.panasonic.com/toughbook/services](http://us.panasonic.com/toughbook/services)  
[proServices@us.panasonic.com](mailto:proServices@us.panasonic.com)

**Panasonic**

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Please reconfirm the due date for this procurement by providing it in response to answers to questions. Due date is February 19, 2020 at 3:00 P.M.

Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable. 1-10 = 5

What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)? FY 2019: 620362.63

Is attendance at the pre-proposal conference mandatory or optional?-it is not mandatory, we may be providing a call-in number. If we decide to do that, I will post an addendum later today.



## ADDENDUM 2

February 3, 2020

ITN PS 01-20

### EMS BILLING SERVICES

This addendum is to answer questions provided by the vendors:

1. Are there any hardware specific requirements? **No set requirements, they just need to be able to work in the field, be one unit (not detachable) and support the program. We currently have Toughbook.**
2. Does the memory need to be increased? **No**
3. What kind of warranty would you like? **Minimum of three (3) years**
4. Regarding the ECPR software, does the County have a preference with a certain vendor? **No**
5. Who is the vendor that will be supplying your cardiac monitors? **We are currently out to bid but it will either be a Zoll or LifePack Unit.**
6. What type of functionality does the EPCR need? **Easy transition and flow of information. Must meet SPECS for EMSTARS and data must easily be gleaned from PCR for billing purposes.**
7. What are the training requirements and what should they cover: **3 day training of EMS personnel on changes in billing process and new requirements for data gathering as they occur. 3 hours training in the read only version of the software. Annual refresher training**
8. Can we get the model/serial number of the Toughbook that would like to be used? **Panasonic Toughbook CF-31**
9. Who is the current collection agency of record? RTR Financial, use link below to access the contract:  
<http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract/C19-2820-PS.pdf>
10. Will the incumbent bill all outstanding accounts receivable or will the new vendor be responsible for that? **New Vendor**

11. Please provide the number of total runs from 2018 **31,101**
12. Please provide last year's total contractual adjustments and write-offs from 2018.  
**Adjustments: \$8,424,020.30 Write offs: \$883,382.66**
13. What is your current payer mix? (i.e. % of Medicare, Medicaid, Commercial Insurance, Self-pay, etc.) **See Attached PDF**
14. Will the County or the vendor be responsible for paying the transaction costs of credit card payments: **County**
15. Who is your current billing vendor? **R1-formally Intermedix. See link below for access to the current contract.**  
[http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra\\_pdf/C14-2179-PS.pdf](http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra_pdf/C14-2179-PS.pdf)
16. What is your current billing vendor's commission rate? **4.46% non-medicaid \$11.00 per Medicaid account**
17. Are you satisfied with your current biller's performance? **Yes**
18. Regarding #11 under the Scope of Work requirement, will the county consider remote representative access in lieu of onsite representation? **No.**
19. Please clarify the charging cables, would these be 110v or 12 volt? New hardware typically comes with additional AC adapters, are you requesting 2 extras? **110v/12v**
20. Will the county require a 3, 4 or 5 year hardware warranty support term? **Three year minimum**
21. Will the county consider a 2 in 1 detachable device? **No**
22. What is your annual EMS incident volume? **33,000**
23. Is there a requirement for a CAD integration? **Yes: Smart Cop**
24. What is your level of satisfaction with your current vendor for the same purchasing activity? **5 out of 10**
25. What estimated or actual dollars were paid last year, last month, or last quarter by any incumbent? **FY 2019: \$62,0362.63**
26. Are you currently using an EPCR solution: **Trip Tix/Open to other options/Contractor encouraged to provide input**
27. Do you have facility contracts: **No**
28. Current Practice for Notice of Privacy Statements: **Provided in run report/vendor mails to patient**
29. Average loaded miles: **911 Calls (Approx. 7 miles) Out of County (Approx. 50 miles) Long Distance (Approx. 345)**

30. Verizon Connectivity: **Verizon internal aircard**
31. Does the county utilize a lockbox for collections: **Yes: Vendor does not have visual access**
32. How many invoices does the county require and at what intervals: **4 total; monthly intervals**
33. Last Date of Medicare Revalidation: **2017**
34. Was OCEMS chosen for the Medicare Ground Ambulance Data Collection System Report in 2019. If so will vendor be supplying information **No**
35. What is the hardship policy for patient accounts? **15 % discount if balance paid in full.**
36. How is 40% collection rate determined? **Information provided by current vendor**
37. Scope of work #20: As an alternative will you allow OCEMS to upload documents to the contractor and allow the contractor to enter the documents into their billing software promptly? **Yes**

**The opening date for this ITN remains February 19, 2020 at 3:00 PM CST.**



## ADDENDUM 2

February 10, 2020

ITN PS 01-20

### **EMS BILLING SERVICES**

This addendum is to answer questions provided by the vendors and provide attachments from Addendum 2:

1. Do attachments such as report samples or descriptions of the ePCR software options county towards the 30 page limit? **Yes**
2. Would the County consider using a lock box for the receipt of payments? **Yes**
3. If a lock box is to be used – who would be responsible for the cost of the lock box?  
**County**
4. Will the vendor be responsible for sending HIPAA notices to all transported patients?  
**Yes**
5. Will the vendor be responsible for the monthly Verizon costs for each Panasonic unit provided? **We prefer County pay as a percentage of the collections.**

**The opening date for this ITN remains February 19, 2020 at 3:00 PM CST.**



**Okaloosa County EMS- E M S Billing  
Collection Report - By Financial Class**

Period: 09/01/2018 to 9/30/2018

REPORT #1

<b>Insurance Classification</b>	<b>YTD Trai</b>	<b>Current Month</b>	<b>Fiscal Year-To-Date</b>
<b>Transports</b>			
Auto Insurance	22	\$14,907.00	\$274,895.14
Contract	243	\$267,887.24	\$1,165,637.98
Medicaid	229	\$32,427.43	\$652,005.75
Medicare	720	\$234,996.04	\$3,602,556.34
Private Insurance	582	\$199,243.56	\$2,304,098.76
Self Pay	535	\$73,808.58	\$716,008.17
Work Comp	11	\$5,153.67	\$114,486.66
Collection Accounts		\$0.00	(\$723.32)
<b>SUB-TOTAL</b>	<b>2064</b>	<b>\$828,423.52</b>	<b>\$8,828,965.48</b>
<b>Insurance Classification</b>			
<b>Non Transports</b>			
		<b>Current Month</b>	<b>Fiscal Year-To-Date</b>
Auto Insurance		\$0.00	\$200.00
Contract		\$3,230.00	\$56,354.80
Medicaid		\$0.00	\$43.95
Medicare		(\$129.88)	(\$7.87)
Private Insurance		\$123.03	\$2,208.90
Self Pay		\$795.00	\$14,451.21
Work Comp		\$250.00	\$250.00
Collection Accounts		\$0.00	\$150.00
<b>SUB-TOTAL</b>		<b>\$4,268.15</b>	<b>\$73,500.99</b>
Unidentified Payments		\$0.00	\$0.00
Refunds		(\$15,835.87)	(\$157,347.92)
<b>NET TOTAL</b>		<b>\$816,855.80</b>	<b>\$8,745,118.55</b>

**Okaloosa County EMS - E M S Billing  
Billing Activity Summary Report**

For the month ended:

9/30/2018

REPORT #2

Financial Class	Count	AMOUNT		
		Current	Fiscal YTD	
Auto Insurance	20	\$22,120.00	\$649,070.00	2%
Contract	106	\$179,895.00	\$2,730,745.00	7%
Medicaid	279	\$367,005.00	\$5,277,615.00	13%
Medicare	1391	\$2,331,115.00	\$21,567,865.00	54%
Private Insurance	229	\$402,785.00	\$5,420,795.00	14%
Uninsured		\$0.00	\$0.00	
Unknown	462	\$505,185.00	\$4,101,900.00	10%
Workers Comp	7	\$10,765.00	\$99,395.00	0%

**BILLABLE TRANSPORTS**

<b>Emergency</b>	ALS1	1352	\$1,314,820.00	\$15,129,520.00	83%
	ALS2	45	\$45,100.00	\$591,760.00	3%
	BLS	142	\$150,430.00	\$2,449,105.00	13%
	SCT	1	\$3,480.00	\$21,725.00	0%

<b>Non-Emergency</b>	ALS1	243	\$688,625.00	\$6,304,505.00	30%
	BLS	686	\$1,595,870.00	\$14,844,735.00	70%

SUBTOTAL	<b>2487</b>	<b>\$3,816,720.00</b>	<b>#####</b>	<b>###</b>
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**BILLABLE NON-TRANSPORTS**

<b>Non-Transport</b>	TNT	7	\$2,150.00	\$34,850.00	100%
			<b>\$2,150.00</b>	<b>\$34,850.00</b>	<b>###</b>

SUBTOTAL	<b>7</b>	<b>\$2,150.00</b>	<b>\$34,850.00</b>	<b>###</b>
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**NON-BILLABLE ACCOUNTS**

Voided	995	(\$1,756,515.00)	(\$15,470,290.00)	
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<b>TOTAL NON-BILLABLE</b>	<b>995</b>	<b>#####</b>	<b>(\$15,470,290.00)</b>	
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<b>TOTAL ACCOUNTS CREATED</b>	<b>2496</b>	<b>\$2,062,355.00</b>	<b>\$24,377,095.00</b>	
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**Okaloosa County EMS - E M S Billing  
Management Summary Report**

Report as of:

9/30/2018

REPORT #3

		<b>AMOUNT</b>
<b>ACCOUNT BALANCE PRIOR TO 9/1/18</b>		\$14,402,967.75
<b>BILLING ACTIVITIES</b>	2496	\$2,062,355.00
Accounts billed in September-2018		
<b>COLLECTION (PAYMENTS)</b>		
Payments in September-2018	2144	\$832,691.67
Unidentified Payments		\$0.00
Refunds		(\$15,835.87)
<b>ACCOUNTS RETURNED FOR CANCELLATION</b>		
Account Closed	22	\$9,041.80
Account Closed-Deceased	2	\$1,600.00
Account Closed - Forward to Collections	533	\$403,280.13
Unfreeze / Unclose	3	(\$2,862.49)
Adjustment/Assignment - Interest Payment	3	\$1.86
Adjustment/Assignment - Medicaid Not Medically Nec	12	\$12,245.00
Adjustment/Assignment - Other	14	(\$3,462.00)
Adjustment/Assignment - Other Reduction	17	\$3,602.36
Adjustment/Assignment - Primary Insurance	918	\$526,676.53
Adjustment/Assignment - Secondary Insurance	50	\$13,136.66
Adjustment/Assignment - Settlement	11	\$1,125.62
Adjustment/Assignment - Tertiary Insurance	1	(\$10.61)
Adjustment/Assignment - Timely Filing	5	\$4,390.00
Charity Discount - Adjustment	2	\$206.99
<b>ACCOUNT BALANCE AS OF 09/30/2018</b>		<b>\$14,679,495.10</b>

**Okaloosa County EMS - E M S Billing**  
**Accounts Receivable Aged Trial Balance**

Report as of: 9/30/2018

REPORT #4

<b>AGE</b>	<b>A / R Balance</b>	<b>Count</b>	<b>Percent of A/R</b>
CURRENT	\$1,921,468.48	1930	12.99%
30 DAYS	\$1,326,145.47	1514	8.97%
60 DAYS	\$1,011,279.36	1186	6.84%
90 DAYS	\$786,856.31	966	5.32%
120 DAYS	\$649,298.43	869	4.39%
150 DAYS	\$589,092.56	815	3.98%
180 Days	\$570,219.78	756	3.86%
210 Days	\$7,935,560.48	15154	53.66%
<b>TOTAL</b>	<b>\$14,789,920.87</b>	<b>23190</b>	

Ending A/R shown on Report #3 is net of unidentified payments to date in the amount of:

\$110,425.77

**Okaloosa County EMS- E M S Billing  
Collection Report - By Financial Class**

Period: 09/01/2019 to 9/30/2019

REPORT #1

**Insurance Classification**

**Transports**

	<b>Current Month</b>	<b>Fiscal Year-To-Date</b>
Auto Insurance	\$22,366.34	\$247,514.98
Contract	\$115,363.91	\$1,396,364.83
Medicaid	\$44,644.40	\$679,017.20
Medicare	\$288,415.76	\$3,936,831.43
Private Insurance	\$251,882.39	\$2,554,142.42
Self Pay	\$70,743.54	\$848,781.04
Work Comp	\$9,353.26	\$110,858.56
Collection Accounts	\$0.00	(\$3,939.58)

<b>SUB-TOTAL</b>	<b>\$802,769.60</b>	<b>\$9,769,570.88</b>
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**Insurance Classification**

**Non Transports**

	<b>Current Month</b>	<b>Fiscal Year-To-Date</b>
Auto Insurance	\$0.00	\$0.00
Contract	\$1,140.00	\$29,817.15
Medicaid	\$0.00	\$91.13
Medicare	\$0.00	\$720.33
Private Insurance	\$0.00	\$635.46
Self Pay	\$2,429.00	\$16,219.89
Work Comp	\$0.00	\$240.00
Collection Accounts	\$0.00	\$150.00

<b>SUB-TOTAL</b>	<b>\$3,569.00</b>	<b>\$47,723.96</b>
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Unidentified Payments	\$0.00	\$0.00
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Refunds	(\$13,312.64)	(\$211,771.46)
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<b>NET TOTAL</b>	<b>\$793,025.96</b>	<b>\$9,605,523.38</b>
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**Okaloosa County EMS - E M S Billing  
Billing Activity Summary Report**

For the month ended: 9/30/2019

REPORT #2

Financial Class	AMOUNT		
	Current	Fiscal YTD	
Auto Insurance	\$41,250.00	\$1,002,160.00	3%
Contract	\$169,295.00	\$3,156,885.00	9%
Medicaid	\$347,965.00	\$4,662,235.00	13%
Medicare	\$1,264,815.00	\$17,632,955.00	48%
Private Insurance	\$267,795.00	\$5,386,520.00	15%
Uninsured	\$0.00	\$0.00	
Unknown	\$557,625.00	\$4,623,300.50	13%
Workers Comp	\$10,960.00	\$207,980.00	1%
Voided	(\$718,135.00)	(\$11,635,570.00)	
<b>TOTAL NON-BILLABLE</b>	<b>(\$718,135.00)</b>	<b>(\$11,635,570.00)</b>	
<b>TOTAL ACCOUNTS CREATED</b>	<b>\$1,941,570.00</b>	<b>\$25,036,465.50</b>	



**Okaloosa County EMS - E M S Billing  
Management Summary Report**

Report as of:

9/30/2019

REPORT #3

	<b>AMOUNT</b>
<b>ACCOUNT BALANCE PRIOR TO 9/1/19</b>	\$14,327,767.82
<b>BILLING ACTIVITIES</b>	\$1,941,570.00
Accounts billed in September-2019	
<b>COLLECTION (PAYMENTS)</b>	
Payments in September-2019	\$806,338.60
Unidentified Payments	
Refunds	(\$13,312.64)
<b>ACCOUNTS RETURNED FOR CANCELLATION</b>	
Account Closed	\$8,296.09
Account Closed-Deceased	\$800.00
Account Closed - Forward to Collections	\$5,119.73
Unfreeze / Unclose	(\$15,621.10)
Adjustment/Assignment- Collections	\$0.00
Adjustment/Assignment - Medicaid Not Medically Nec	\$1,675.00
Adjustment/Assignment - Other	\$16,291.60
Adjustment/Assignment - Other Reduction	(\$2,763.84)
Adjustment/Assignment - Primary Insurance	\$783,751.37
Adjustment/Assignment - Secondary Insurance	\$29,991.51
Adjustment/Assignment - Settlement	\$610.21
Adjustment/Assignment - Tertiary Insurance	(\$0.05)
Adjustment/Assignment - Timely Filing	\$1,140.00
<b>ACCOUNT BALANCE AS OF 09/30/2019</b>	<b>\$14,647,021.34</b>

**Okaloosa County EMS - E M S Billing**  
**Accounts Receivable Aged Trial Balance**

Report as of: 9/30/2019

REPORT #4

<b>AGE</b>	<b>A / R Balance</b>	<b>Percent of A/R</b>
CURRENT	\$1,736,516.42	11.77%
30 DAYS	\$1,039,217.09	7.04%
60 DAYS	\$785,871.25	5.33%
90 DAYS	\$684,051.12	4.64%
120 DAYS	\$616,916.03	4.18%
150 DAYS	\$621,147.02	4.21%
180 Days	\$473,524.09	3.21%
210 Days	\$8,800,204.09	59.63%
<b>TOTAL</b>	<b>\$14,757,447.11</b>	

Ending A/R shown on Report #3 is net of unidentified payments to date in the amount of

\$110,425.77

FY-2018	Oct-17	Nov-17	Dec-17	1-Jan	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18
ALS 1-E	1240	1130	1276	1296	1124	1272	1256	1303	1257	1348	1236	1222
%	64.2	62.9	63	63.8	63.3	64.2	65.2	66.4	65.2	67	62.5	62.3
ALS1-NE	123	118	120	102	106	132	110	103	173	126	156	138
%	6.4	6.6	5.9	5	6	6.7	5.7	5.2	9	6.3	7.9	7
ALS 2	46	34	54	56	36	45	45	47	44	39	47	41
%	2.4	1.9	2.7	2.8	2	2.3	2.3	2.4	2.3	1.9	2.4	2.1
BLS-E	133	177	200	152	137	169	136	132	92	119	155	181
%	6.9	9.9	9.9	7.5	7.7	8.5	7.1	6.7	4.8	5.9	7.8	9.2
BLS-NE	331	295	338	368	343	330	336	345	333	347	357	347
%	17.1	16.4	16.7	18.1	19.3	16.7	17.4	17.6	17.3	17.3	18	17.7
NA	45	27	21	40	20	18	28	20	20	23	14	23
%	2.3	1.5	1	2	1.1	0.9	1.5	1	1	1.1	0.7	1.2
SCT	2	1	2	3	0	0	0	2	0	1	0	3
%	0.1	0.1	0.1	0.1	0	0	0	0.1	0	0	0	0.2
TNT	11	11	13	14	8	15	11	11	8	8	11	5
%	0.6	0.6	0.6	0.7	0.5	0.8	0.6	0.6	0.4	0.4	0.6	0.3
None	0	3	0	0	2	0	4	0	1	0	2	0
%	0	0.2	0	0	0.1	0	0.2	0	0.1	0	0.1	0
Total	1931	1796	2024	2031	1776	1981	1926	1963	1928	2011	1978	1960

FY-2019	Oct-18	Nov-18	Dec-18	19-Jan	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
ALS 1-E	1184	951	841	795	837	938	878	957	943	984	882	895
%	58.8	50	46.5	41.5	46	46	44.4	44.6	47.9	48.3	45.9	47
ALS1-NE	99	119	114	128	141	147	134	134	116	110	120	102
%	4.9	6.3	6.3	6.7	7.7	7.2	6.8	6.2	5.9	5.4	6.2	5.4
ALS 2	45	45	31	31	21	33	25	41	37	33	21	33
%	2.2	2.4	1.7	1.6	1.2	1.6	1.3	1.9	1.9	1.6	1.1	1.7
BLS-E	292	351	453	540	436	440	472	544	475	490	524	468
%	14.5	18.4	25	28.2	24	21.6	23.9	25.3	24.1	24.1	27.3	24.6
BLS-NE	359	395	348	396	362	443	430	439	371	389	348	373
%	17.8	20.8	19.2	20.7	19.9	21.7	21.7	20.5	18.9	19.1	18.1	19.6
NA	17	20	8	11	7	12	21	15	7	16	8	10
%	0.8	1.1	0.4	0.6	0.4	0.6	1.1	0.7	0.4	0.8	0.4	0.5
SCT	6	10	7	10	6	11	8	4	5	6	7	6
%	0.3	0.5	0.4	0.5	0.3	0.5	0.4	0.2	0.3	0.3	0.4	0.3
TNT	10	10	6	5	8	11	6	12	12	8	12	18
%	0.5	0.5	0.3	0.3	0.4	0.5	0.3	0.6	0.6	0.4	0.6	0.9
None	0	2	1	0	2	5	4	0	1	0	0	0
%	0	0.1	0.1	0	0.1	0.2	0.2	0	0.1	0	0	0
Total	2012	1903	1809	1916	1820	2040	1978	2146	1967	2036	1922	1905



**Attachment "B"**  
**Insurance Requirements**

## **GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability



3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u><b>LIMIT</b></u>
1.	Workers’ Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability occurrence	\$1,000,000 each  Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware

of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a

deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



**Attachment "C"**  
**Civil Rights Clauses**



## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)