Anderson County Board of Commissioners Purchasing Committee Meeting Minutes June 8, 2020 5:30 p.m.

Members: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Joshua Anderson.

Meeting Venue was held at the Courthouse and via a GoToMeeting pursuant to Resolution 20-04-812.

- A. Contracts Approved by Law Director
- **B.** Contracts Pending Law Director Approval
 - <u>BlueCross BlueShield, Human Resources, Contract #20-0120 Three</u> (3) year contract for employee medical insurance as recommended by the Board of Trustees.
 This contract was removed from the agenda as requested by the HR Director.

This contract was removed from the agenda as requested by the HR Director. Contract not received in time for her thorough review.

- Southeastern Emergency Physicians, EMS, Contract #20-0130 Three (3) year contract for a Medical Director. Cost is \$3,000 per quarter and has a 30day cancellation clause.
- 3. <u>Insight Mobile Data, EMS, Contract #20-0133 Three</u> (3) year contract for fleet tracking services. Cost is \$699 per month.
- <u>Digitech, EMS, Contract #20-0134</u> Five (5) year contract for billing services. Piggy-backing off of Cole County, MO contract. Vendor rate is 4.5% of collections and has a 30-day cancellation clause.
- <u>Canon, Sheriff, Contract #20-0135</u> Five (5) year lease of copier for Detention Facility Medical Office. Pricing from State Wide Contract at \$36.12 per month plus copy charges.
- <u>Canon, County Clerk, Contract #20-0136</u> Five (5) year lease of copier for the Oak Ridge Office location. Pricing from State Wide Contract at \$25.15 per month plus copy charges.

- <u>Canon, County Clerk, Contract #20-0137 –</u> Five (5) year lease of copier for the Oak Ridge Office location. Pricing from State Wide Contract at \$25.15 per month plus copy charges.
- <u>Canon, Sheriff, Contract #20-0138</u> Five (5) year lease of copier for Detention Facility Booking Office. Pricing from State Wide Contract at \$36.12 per month plus copy charges.
- <u>Canon, Finance Department, Contract #20-0143</u> Five (5) year lease of copier for Accounting Office. Pricing from State Wide Contract at \$25.26 per month plus copy charges.
- 10. <u>Flock Group, Sheriff, Contract #20-0144</u> Two (2) year contract for three license plate reader cameras. Cost is \$6,000 per year for 3 cameras. Can cancel for a fee of \$500 per camera.

Commissioner Yager made a motion to approve items 2 – 10 as a group and to forward to County Commission with a recommendation for approval, contingent on Law Director approval. Commissioner Denenberg seconded the motion. Motion passed unanimously by roll call vote.

C. Other Business

1. Request to surplus capital assets

DESCRIPTION	LOCATION	Condition	Starting Bid
2010 Ford Crown Vic	Sheriff	Working, 142k miles	300
2008 Ford Crown Vic	Sheriff	Working, 208k miles	300
48" Cub Cadet Mower	Sheriff	Inoperable	100
48" Cub Cadet Mower	Sheriff	Running, but not well	100
60" Cub Cadet Mower	Sheriff	Running but has issues	100

Commissioner Yager made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Denenberg seconded the motion. Motion passed unanimously by roll call vote.

2. Update on EMS Candidate Care Contract Performance

Commissioner Denenberg made a motion to approve the EMS Director's request that rather than continuing to provide monthly updates on this contract, that updates on staffing be provided when staffing reports are provided to the Mayor. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

3. RFP for Coal Ash Testing

Commissioner Denenberg made a motion to move forward with sending an RFP to reputable labs for testing needed of coal ash samples at the Bull Run Steam Plant. Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote.

D. New Business

E. Old Business

Contract for Medical Director Services

This Agreement is made on this the 19th of May, 2020, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and <u>Southeastern Emergency Physicians, Inc. d/b/a TeamHealth Midsouth</u> (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. <u>Contractor agrees to provide services to Anderson County Government,</u> <u>Emergency Medical Services in the form of Physician Services, "The Medical Director."</u>

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County. <u>To include, not limited by, the following:</u>

- WHEREAS, ACEMS operates an Emergency Medical Service, which requires oversight by a physician who has the training, experience, and qualifications necessary to practice such medical oversight.
- WHEREAS, Contractor supplies independent contractor physicians who agree to render emergency medical services. Contractor is willing to accept the responsibility of supplying a physician to serve as the Medical Director for ACEMS in accordance with the terms and conditions set forth in this Agreement.
- Provision of Medical Director: Contractor will provide to ACEMS a physician ("The Medical Director") to be the medical director for ACEMS' First Responders programs. The Medical Director, including any replacements for the Medical Director, shall be selected upon mutual agreement of ACEMS and Contractor. The Medical Director shall perform the duties as outlined herein. In the event the Medical Director is unavailable, Contractor shall provide a back- up physician, who shall also be selected upon mutual agreement of ACEMS and Contractor, to provide the duties of the Medical Director on a temporary basis.
- **Medical Director Qualifications:** The Medical Director shall be a graduate of an accredited medical college, licensed to practice medicine in the state of Tennessee.
- Medical Director Duties: Contractor shall cause the Medical Director to devote a reasonable number of hours per week to the performance of his duties as the Medical Director. Contractor and ACEMS shall from time-to-time reasonably determine the necessary and appropriate hours during which the Medical Director will provide the services herein. The duties of the Medical Director shall include:
 - **1.** Directing the medical care of patients seen by ACEMS.
 - 2. Approving Standards/Protocols for ACEMS practices and practice guidelines.
 - 3. Providing supervision of emergency medical providers.

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of quarterly invoicing and delivery. The compensation to Contractor shall be <u>\$3,000.00 per quarter, four (4) payments</u> <u>per year, not to exceed \$12,000.00 per year.</u> Contractor <u>shall not</u> receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin July_1, 2020 and shall end June 30, 2023, a duration of three (3) years.

Contract for Medical Director Services

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Contract for Medical Director Services

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. <u>Contractor shall provide malpractice insurance for the Medical Director in limits of \$1,000,000 (One Million Dollars) per occurrence and \$3,000,000 (Three Million Dollars) in the aggregate.</u>

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

20-0130

Contract for Medical Director Services

Contractor	Anderson County Government	
Signature Date	Administrative Approval	
Printed Name	Robby Holbrook, Interim Finance Director Date	
Title	Terry Frank, Anderson County Mayor Date	
Name of Company	Approved as to Form	
Address	N. Jay Yeager, Law Director Date	
City, State Zip		

(Blue Ink Only)



Master Services Subscription Agreement						
Subscriber (Legal Name of Entity) Anderson County EMS	Business Address 314 Public Safety Ln, Clinton, TN 37716			Country USA		
Primary Contact Name	Email			Phone		
State of Incorporation	Federal ID			Total Fleet Size 0		
Shipping Address 314 Public Safety Ln, Clinton, TN 37716				Country USA		
Billing Matters (A/P) Contact	Email			Phone		
Schedule of Monthly Subscription Rate	s (Excluding Sales &	Use Taxes, if applic	able)			
Unit Type			Monthly Fee	# of Units		
StreetEagle GPS Tracking			\$34.95	20		
Pricing Includes: Installation Per Order, Technical Support Access, See comple			Varranty for Life of S	Service, 24/7/365		
Other current or future services as des	cribed (and at the sul	oscription rates) on th	he takedown Sched	ules		
Subscriber Acknowledgement & Special Terms: 1. We have read, understood, and accepted the terms of this Contract, including the General Conditions, and we agree to pay the charges detailed herein or on any takedown Schedule executed in connection herewith. 2. The Ramp-Up Period Ends: Expected Number of Subscriptions at End of Ramp-up Period: 20						
Accepted by InSight Mobile Data, Inc. By:		Accepted on behalf of Subscriber By:				
InSight Authorized Signatory	Name Title:					
2nd Signatory to confirm Authority of 1st Signatory to Obligate Subscriber (if Applicable) (Only required when the person signing this contract is not a corporate officer, general partner or member of the Subscriber of the total number of subscriptions likely to be set forth on takedown Schedule is likely to be more than thirty (30). Resolved that the person signing this Contract on behalf of Subscriber and the person identified above as being authorized to execute takedown Schedules to this Contract is legally authorized to obligate Subscriber as set forth herein. The person signing this confirmation must be an officer (if a corporation), a general partner (if a partnership) or a member (if an LLC). By:Name:						
Personal Guaranty						
As an inducement for our execution of this Contract, the undersigned ("Guarantor(s)") hereby UNCONDITIONALLY GUARANTEE(S) (a) to pay InSight Mobile Data, Inc. or its assignee in lawful money of the United States all sums reversed under this Contract and in all Schedules executed in connection therewith, in the amounts and at the times set forth herein and therein; (b) to perform, at the time and in the manner set forth in this Contract, all of the terms, covenants and conditions herein and therein required to be kept, observed or performed; and (c) to reimburse us for all costs of collection including, without limitation, reasonable attorney's fees (each of the foregoing, collectively, the "Obligations"). This Guaranty is a continuing one and shall terminate only upone full payment and performance of all the Obligations. This Guaranty is a guaranty of prompt payment and performance and not merely a guaranty of collection. Guarantor authorizes us, with Subscriber's consent where required, without notice or demand and without affecting Guarantor's liability hereunder, from to time to tome to: (a) change the amount, time or manner of payment of sums reserved in this Contract or such other instruments Contract, the Schedules or such other instruments between InSight Mobile Data, Inc. and Subscriber; (b) execute additional Schedules in connection with this Contract; or (c) change any of the terms, covenants, conditions, or provisions of this Contract, the Schedules or such other instruments between InSight Mobile Data, Inc. and Subscriber. Guarantor further agrees that it hereby waives all defenses relating to the Obligations including those of protest, presentment or demand.						
Guarantor Name: Date:						



This schedule incorporates by reference the terms and conditions of the referenced Master Services Agreement between InSight Mobile Data, Inc. and Subscriber.

Payment Method Subscriber Legal Name Anderson County EMS Business Address 314 Public Safety Ln, Clinton, TN 37716 Email **Billing Matters** Quantity **Total Price** Sales Price **Monthly Fees Product Name** \$0.00 \$0.00 StreetEagle Vehicle Tracking Bundle 20 \$0.00 \$0.00 \$0.00 20 \$0.00 StreetEagle MRM+ Kit Verizon \$0.00 \$0.00 \$0.00 Preferred Hardware Upgrade 20 \$0.00 \$0.00 \$0.00 StreetEagle Vehicle Tracking Unit Installation 20 \$0.00 MRM Driver Buzzer 20 \$0.00 \$0.00 MRM DriverID Dashmount Reader 20 \$0.00 \$0.00 \$0.00 **DriverID Hardware Lease** 20 \$0.00 \$0.00 \$0.00 \$699.00 20 \$34.95 \$699.00 StreetEagle Pro Preferred Plan StreetEagle Professional Tracking Service -10sec/5 min updates 20 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 MRM Smart Cable OBDII v2 20 \$0.00 Payment Due Now Rate Subtotal Number \$699.00 \$699.00 1 \$0.00 **Document Preparation Fee** \$699.00 **Total Deposit Due** \$0.00 One-Time Equipment Charge Due Now **Total Payment Due** \$699.00 Terms of this Agreement: 36 payments over an equal number of months. Actual shipping charges will be charged separately. Accepted on behalf of InSight Mobile Data, Inc. Accepted on behalf of Subscriber By: By: InSight Authorized Signatory Name Title: By your signature below, You certify that the relevant wireless service carrier has assigned phone numbers or IPs to activate Your service and that

By your signature below, You certify that the relevant wheless service carrier has assigned phote numbers of ris to activate Your service and that such assignment of numbers/IPs constitutes Our delivery of and Your acceptance of the equipment. We hereby give you notice and you hereby acknowledge receipt of notice, that we have sold and assigned to InSight Capital, LLC. ("ICL"), all of the our right, title and interest (but none of our obligations all of which obligations remain with us and for our account) in and to this Schedule, and to the extent incorporated herein by reference, (i) the Master Service Subscription Agreement (the "Master Agreement") and (ii)Personal Guaranty (if applicable), each as referenced above (collectively, the "Designated Schedule"). This assignment is made in accordance with Section 12 of the Master Agreement. Without limiting the generality of the forgoing, ICL is the owner of the Designated Schedule and the party entitled to collect and receive all payments and other sums now or hereafter becoming due pursuant thereto, all without right of deduction, set-off, abatement or counterclaim by Subscriber. By its signature below, Subscriber re-affirms that its obligations to make payments under the Designated Schedule are absolute and unconditional in all respects. ICL hereby directs you to make all payment to: InSight Capital, LLC, PO Box 4128, Annapolis, MD 21403 or as otherwise directed in ICL's invoices. Accepted & Acknowledged on behalf of Subscriber:



•

By:

Name

InSight Mobile Data Inc. 23330 Cottonwood Parkway, Suite 333, California, MD 20619, www.insightmobiledata.com, 301-866-1990



THE MASTER SERVICES SUBSCRIPTION BETWEEN INSIGHT MOBILE DATA, INC. AND SUBSCRIBER

Initial

1. PARTIES. This Contract is between the Subscriber ("you" and "your") and InSight Mobile Data, Inc. ("InSight", "we", "our" or "us").

2. PURCHASE ORDERS. This Contract anticipates that you will subscribe to our services in various quantities and at various times or that you will "take down" or request that we initiate our services incrementally. Orders subscribing to our service shall be issued by your authorized representative on the form of Schedule attached hereto that sets forth the following information: a. The number of StreetEagle GPS Tracking subscriptions b. The number of StreetEagle Dispatch subscriptions c. The number of StreetEagle Asset Tracking subscriptions d. The monthly subscription rate(s) applicable e. A schedule with appropriate installation instructions. The Patriot Act requires that in order to authenticate the identity and signature of the person executing each Schedule, we obtain or have on file a certification of his signature, a copy of his driver's license showing his signature, or other government-issued ID with his signature on it. The terms and conditions of this Contract shall be deemed incorporated into and made a part of each Schedule and each Schedule shall constitute a separate Contract. Any terms and conditions appearing in any Schedule or in any acknowledgment or acceptance of a Schedule that are inconsistent with, or in addition to (except as such additional terms are required by law) the terms and conditions of this Contract shall be void and of no effect.

3. VOLUME-SENSITIVE RATES AND MAKE-UP PAYMENTS. Unless otherwise set forth on the Schedule(s), the monthly, per-unit rates set forth on page 1 hereof will apply to all Schedules issued in connection with this Contract, subject to our review of subscription levels at the beginning of each month during the term of this Contract and any renewal thereof. In the event you do not meet the volume subscription level at by the end of the Ramp-up Period set forth on page 1 hereof, you agree to pay our invoice for an initial make-up payment for the difference between the monthly rate actually paid since the inception of each Schedule and the rate applicable to the number of subscriptions actually in service at the end of the Ramp-up Period. In addition, you agree to pay our monthly invoice thereafter for the adjusted monthly rate applicable to the number of subscriptions actually in service at the end of the Ramp-up Period.

thereatter for the adjusted monthly rate applicable to the number of subscriptions actually in service at the end of the transport index.
4. OUR SERVICE AND HOW IT WORKS. In consideration of the payments set forth on the Schedules, we will provide our StreetEagle GPS Tracking, Dispatch, and/or Asset Tracking service to you during the initial term of this Contract and any Schedules executed in connection therewith as specified on the Schedule(s). Fees for service after the initial term will be at our then-current rates for new subscribers unless otherwise agreed in writing. As long as your vehicle or asset is equipped with a StreetEagle GPS tracking kil (the "Equipment"), operates within the coverage area of the wireless data Carrier, and maintains line-of-sight access to the GPS satellites, you can monitor the location and activities of your vehicle or asset and receive data from it at any time through the Internet. We do not monitor your vehicles on your behalf but provide remote hosting for the data related to your use of your vehicles or assets which you can access via the Internet.
5. TERM AND TERMINATION OF SERVICE. This Contract shall remain in effect until the complete fulfillment of all your obligations under the Schedule(s) executed in connection herewith. Each Schedule executed in connection herewith shall automatically renew from year to year after the end of the initial term of the Schedule at our then-current monthly subscription rates for new subscribers unless terminated by either of us with 30 days' advanced written notice.
6. WIRELESS SERVICE. We will provide cellular wireless service ("Airtime") to you during the initial term of this Contract as set forth on page 1. We will purchase the Airtime from one of several wireless service carriers (the "Carrier"). You agree that we may activate the selected wireless service with the Carrier of our choice. The Carrier is not a party to this Contract, but upon our request, you agree not to take any action or fail to take any acti

7. PAYMENTS, BILLING DISPUTES AND OBLIGATION TO PAY. You are required to pay us for all fees as specified in the Contract and any Schedules executed in connection therewith. Additional charges may be billed separately for out-of-warranty or replacement services (at our normal rates), shipping charges other than by UPS ground, and any required sales or use taxes, access or other fees required by law to be paid on any of our services. If the initial Schedule is accepted by us between the 1st and 15th day of the month, all monthly billings related to that and all subsequent Schedules will be due on the 15th day of each month. Otherwise, monthly billings will be due on the 1st day of each month. Initial and final billings will be pro-rated. For each and every monthly payment or other sums required to be paid by you under this Contract that is not received by us within ten (10) days of the date due, you will pay us a "late fee" equal to the greater of: a) ten cents (\$0.10) for each dollar overdue; or b) twenty-five dollars (\$25.00), in order to defray part of the cost of collection, but in no event however shall such late fee exceed applicable usury rates, if any. This late fee will be due and payable with the next monthly payment and shall continue to accrue until so paid. In the event we make advance payments of any kind on your behalf (including, without limitation, to discharge any tax), the amount advanced by us will be reimbursed by you to us, upon our demand, together with interest thereon, at the late fee rate, until paid. You have the right to dispute charges on your bill from us; however, you must notify us of the dispute in writing within ninety (90) days after the billing date. YOU HEREBY AGREE THAT IF YOU DO NOT NOTIFY US IN WRITING WITHIN 90 DAYS OF A DISPUTE, YOU'RE WAIVING YOUR RIGHT TO DISPUTE THE BILL. Notwithstanding the forgoing, your obligation to pay, as and when due, all amounts owing under this Contract and all Schedules issued pursuant hereto and to fully discharge and perform all of your other obligations hereunder and thereunder are and shall be absolute and unconditional in all respects and shall not be subject to any delay, abatement, reduction, set-off, defense, counterclaim or recoupments of any kind for any reason whatsoever. You are also responsible for all costs of collection, including legal fees and court costs. In the event we assign our rights under this Contract in whole or part any payment made by you to us will be collected by us solely for the benefit of the assignee and will be disbursed by us to the assignee (unless you are notified in writing to pay such assignee directly).

8. IN-VEHICLE EQUIPMENT. Unless otherwise expressly provided on the Schedule, you understand that the leased in-vehicle Equipment necessary to provide the subscription services (the "Equipment") is and remains our property, and we will have sole tille to the leased Equipment during the term of this Contract. You have not purchased the leased Equipment, you do not own the leased Equipment, and you will not allow any liens or encumbrances to be placed on the leased Equipment. Nor should you allow any liens to be placed on the vehicles which could affect the leased Equipment. We are responsible for all repairs of the leased Equipment during the term of this Contract. I leased Equipment covered by our warranty, but you are responsible for any loss of or damage to the leased Equipment while in your possession, and no such loss or damage relieves you from your payment and performance obligations under this Contract or the applicable Schedule. You do not have a right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter or tamper with the leased Equipment at any time. If you cease to subscribe for our services for any reason (whether voluntary or involuntary), you must return the leased Equipment to us in working order, normal wear and tear excepted. In the event that the leased Equipment is not returned to us within thirty (30) days of the termination of your subscription, or when returned we determine that the leased Equipment is damaged, you agree to pay us fair market value of the leased Equipment.

9. LIMITATION ON WARRANTY AND INHERENT PERFORMANCE LIMITS OF WIRELESS TECHNOLOGY AND SERVICES. We make no warranty as to the quality or function of any sensors, switches, panic buttons, engine kill switches and similar ancillary equipment that may be installed along with, connected to or activated through our StreetEagle Equipment and we provides no assurance that: a) such ancillary equipment will function as intended; b) when connected to the StreetEagle Equipment such ancillary equipment will generate the alarm, transmit the data, indicate activation or activate any action on the vehicle as intended; or c) any such alarm, data transmission or indication of activation will be sent to our servers, received by our servers, forwarded by our servers to you or received by you. WE DO NOT GUARANTEE RECEPTION DUE TO TERRAIN, ELECTRICAL FAILURE, LIMITATIONS OF WIRELESS COVERAGE, OR OTHER CONDITIONS BEYOND OUR CONTROL. WE SHALL NOT BE LIABLE TO YOU FOR LOSS OF SERVICE AS A RESULT OF ACTS, ERRORS OR OMISSIONS OF YOUR EMPLOYEES OR AGENTS OR FROM THE CARRIER'S FAILURE TO PROVIDE SERVICE. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE OUR SERVICE, SOFTWARE OR HARDWARE. OUR LIABLITY UNDER THIS CONTRACT SHALL BE LIMITED SOLELY TO TERMINATION OF THIS CONTRACT AND THE FORFEITURE OF ANY UNPAID SUBSCRIPTION CHARGES.

10. MUTUAL INDEMNIFICATION AND WAIVER. WE WILL DEFEND, INDEMNIFY AND HOLD YOU HARMLESS FROM AND AGAINST ALL CLAIMS, COSTS. 10. LUDING REASONABLE ATTORNEY'S FEES, DAMAGES, JUDGMENTS, VERDICTS, SETTLEMENT AMOUNTS AND LIABILITIES ARISING OUT OF OR RELATED TO ACTS OR OMISSIONS OF OURS OR OF OUR OWN SERVICE PERSONNEL (BUT NOT OUR INDEPENDENT DEALER'S). YOU WILL DEFEND, INDEMNIFY (ON AN AFTER-TAX BASIS) AND HOLD US, OUR ASSIGNEES, DEALERS AND ANY SECURED PARTIES HARMLESS FROM AND AGAINST ALL CLAIMS (INCLUDING CLAMINS BASED ON STRICT LIABILITY IN TORT), LOSSES, COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, JUDGMENTS, VERDICTS, SETTLEMENT AMOUNTS AND LIABILITIES ARISING OUT OF OR RELATED TO THIS CONTRACT, ANY SCHEDULES ISSUED PURSUANT HERETO OR OUR SERVICE OR ITS USE BY YOU. YOU WAIVE ANY RIGHT NOW OR SUBSEQUENTLY CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF OUR RIGHTS OR REMEDIES AND YOU WAIVE ANY RIGHTS CONFERRED UPON YOU BY UNIFORM COMMERCIAL CODE ("UCC") SECTIONS 2A-508 THROUGH 2A-522, INCLUDING BUT NOT LIMITED TO YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS CONTRACT; AND (B) RECOVER DAMAGES FROM ANY ASSIGNEE OF OUR RIGHTS HEREUNDER FOR ANY BREACH OF WARRANTY BY US OR FOR ANY OTHER REASON. TO THE EXTENT YOU ARE PERMITTED BY LAW TO DO SO, YOU ALSO WAIVE ANY RIGHTS YOU NOW OR LATER MAY HAVE UNDER ANY STATUTE OR OTHERWISE WHICH REQUIRE US TO USE ANY EQUIPMENT TO REDUCE OUR DAMAGES OR WHICH MAY OTHERWISE LIMIT OR MODIFY ANY OF OUR RIGHTS OR REMEDIES. YOU WAIVE NOTICES OF OUR INTENT TO ACCELERATE THE CONTRACT PAYMENTS, OF THE ACCELERATION OF THE CONTRACT PAYMENTS AND OF THE ENFORCEMENT OF OUR RIGHTS. NO AGENT OF OURS MAY CHANGE THE TERMS OF THIS WARRANTY AND LIMITATION OF LIABILITY.

11. YOUR INSURANCE. IN ORDER TO CARRY OUT THE CONTRACTUAL INDEMNIFICATION PROMISES SET FORTH ABOVE, YOU AGREE THAT DURING THE TERM OF THIS CONTRACT, YOU SHALL PROCURE & MAINTAIN COMMERCIAL GENERAL LIABILITY ON AN OCCURRENCE BASIS WITH LIMITS OF NOT LESS THAN \$250,000 PER OCCURRENCE & AN ANNUAL AGGREGATE OF NOT LESS THAN \$500,000 FOR PROPERTY DAMAGE, INJURY, OR DEATH TO ANY NUMBER OF PERSONS, & OTHER ADEQUATE INSURANCE, WHICH SHALL CONTAIN AN ENDORSEMENT BY WHICH THE INSURER EXTENDS THE COVERAGE THEREUNDER TO THE EXTENT NECESSARY TO INCLUDE YOUR CONTRACTUAL LIABILITY ARISING BY REASON OF THE PROVISIONS CONTAINED HEREIN REGARDING INDEMNIFICATION & INSURANCE. A BROAD VENDOR'S ENDORSEMENT SHALL BE MAINTAINED IN SAID INSURANCE POLICY WITH US, OUR DEALERS, & OUR RESPECTIVE AFFILIATES AND ASSIGNEES AS ADDITIONAL INSUREDS, REQUIRING COVERAGE FOR ALL UNDERLYING & COLLECTIBLE INSURANCE. YOU FURTHER AGREE TO FORWARD A COPY OF THIS CONTRACT TO YOUR INSURER, & AS A CONDITION PRECEDENT TO OUR OBLIGATIONS HEREUNDER, TO HAVE DELIVERED TO US BY YOUR INSURER A CURRENT COPY OF YOUR INSURANCE POLICY SHOWING THE COVERAGE REQUIRED.

12. ASSIGNMENT/TRANSFER. YOU MAY NOT ASSIGN YOUR INTEREST IN THIS CONTRACT OR ANY SCHEDULE ISSUED HEREUNDER WITHOUT OUR PRIOR WRITTEN CONSENT. PROVIDED YOU ARE NOT IN DEFAULT UNDER THIS CONTRACT (AND SUBJECT TO APPLICABLE LAW), YOU MAY ENFORCE ALL RIGHTS YOU HAVE DIRECTLY AGAINST US, BUT NOT AGAINST ANY ASSIGNEE OF OURS. YOU AGREE TO PURSUE ANY DISPUTE YOU MAY HAVE REGARDING OUR PERFORMANCE HEREUNDER OR OUR EQUIPMENT DIRECTLY WITH US AND NOT WITH ANY ASSIGNEE OF OURS. WE MAY TRANSFER OUR INTEREST IN THIS CONTRACT, IN WHOLE OR IN PART, WITHOUT YOUR CONSENT AND WITHOUT NOTICE TO YOU. THE RIGHTS OF ANY ASSIGNEE SHALL NOT BE AFFECTED BY ANY BREACH OR DEFAULT BY US AND YOU SHALL NOT ASSERT AGAINST ANY SUCH ASSIGNEE ANY SET-OFF, DEFENSE OR COUNTERCLAIM THAT YOU MAY HAVE AGAINST US OR ANY OTHER PERSON. UPON NOTICE FROM US OR ANY ASSIGNEE, YOU SHALL PAY THE SUBSCRIPTION FEES AND ANY OTHER AMOUNTS DUE UNDER THIS CONTRACT AS DIRECTED BY US OR SUCH ASSIGNEE. SUCH ASSIGNEE SHALL BE ENTITLED TO ENFORCE THE RIGHTS SO TRANSFERRED AGAINST YOU, BUT SHALL BE UNDER NO LIABILITY OR HAVE ANY OBLIGATION TO PERFORM ANY OF OUR OBLIGATIONS.

13. MISCELLANEOUS. a) This Contract and each Schedule executed in connection therewith constitutes your legal, valid and binding agreement, is enforceable against you in accordance with its terms, contains the full understanding of the parties hereto with respect to the subject matter hereof and shall be binding upon and inure to the benefit of our respective successors and assigns; b) All agreements, representations, indemnities and warranties contained in this Contract shall survive termination; c) No prior oral agreements, guaranties, promises, conditions, representations or warranties shall be binding on us; d) No modification of this Contract shall be binding unless in writing and signed by both parties; e) You are duly organized and validly existing under the laws of the state of your organization; f) The officer executing this Contract on your behalf has the power and authority to do so; g) There are no pending actions or proceedings against you which could have a material adverse effect on your business; h) You will deliver all such other documents and instruments as we or our assignees may reasonably request in order to acknowledge and confirm all of the terms and conditions of this Contract and such assignee's rights with respect thereto and your compliance with the terms thereof and preserve, protect and perfect the assignee's rights, title or interest hereunder or in any Equipment including without limitation, such UCC financing statements or amendments and confirmations of your obligations and representations and warranties with respect thereto as of the dates requested; i) This Contract shall be governed by the laws of MD or the state of our assignee, if different; i) YOU CONSENT TO PERSONAL JURISDICTION AND VENUE IN THE FEDERAL OR STATE COURTS IN THE STATE OF MARYLAND OR THE STATE OF OUR ASSIGNEE, IF DIFFERENT, AND YOU WAIVE ANY RIGHT TO TRANSFER VENUE; k) YOU WAIVE YOUR RIGHTS TO A JURY TRIAL FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS CONTRACT; I) You authorize us to investigate and evaluate your credit history and financial responsibility and agree to promptly deliver such financial information and tax returns as we reasonably request during the term of this Contract; m) The terms of this Contract shall be subject to the rules and regulations of all federal, state and local laws and regulations under which either of us or the Carrier may be regulated; n) Failure by either of us to enforce any of provisions or a waiver thereof in any instance shall not be construed as a general waiver on its part of any such provisions and the same shall be and remain in full force and effect; o) If any of the provisions shall be determined to be unenforceable by any court of competent jurisdiction then such provision shall be deemed to be excluded and the remainder of the Contract shall remain in full force and effect; p) This contract may be executed by facsimile which will constitute originals for all purposes; q) Notices to us required hereunder shall be sent by certified mail; and (r) We may disclose to any potential assignee and information regarding your or any guarantor of your obligations hereunder.

14.Non-Performance Notwithstanding anything to the contrary set forth in this Agreement, if Insight Mobile Data fails to provide any of the services as listed in this agreement and cannot fully remedy the issue within thirty (30) days of written notification of the deficiency by the subscriber, then the subscriber may immediately terminate this Agreement by providing Insight Mobile written notice, returning all leased equipment in undamaged condition, and paying all amounts due for services up to the time leased equipment is received at InSight Mobile Data.

Contract for Billing Services

This Agreement between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and <u>Digitech</u> (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **Billing Services** for the County Per **Exhibit** 1, **Billing Service Agreement between Digitech and Cole County**, **MO and Exhibit 2, Cole County MO BID #2018-36**.

Standard of Performance. Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be a rate of 4.5% of the collections. Contractor <u>shall not</u> receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be five years after the go-live date for County under this Contract, which is July 1, 2020.

Default. In the event of default by either party hereto, the other party may bring suit against the defaulting party to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination: Each party reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the other. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Contract for Billing Services

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Contract for Billing Services

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the nonassigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Anderson County Government Administrative Approval:

Vendor/Supplier: DIGITECH COMPUTER LLC

By:_____ Mark Schiowtiz, President

Date

480 Bedford Road, Bldg. 600, 2nd Floor, Chappaqua, NY 10514 Robert J. Holbrook, Interim Finance Director Date

Anderson County Department Head Approval:

Date

Approved as to Form

Law Director

Date

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT, dated 1/24, 2019 ("Agreement") between DIGITECH COMPUTER, INC. ("DIGITECH") maintaining its principal place of business at 480 Bedford Road, Bldg. 600, 2nd floor, Chappaqua, NY 10514 and, COLE COUNTY, MISSOURI, d/b/a COLE COUNTY EMS("CLIENT") maintaining its principal place of business at 1736 Southridge Drive, Jefferson City, MO 65109.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

A. DIGITECH will provide CLIENT the services ("Services") specified in Sections I, II and III of Rider A.

II. PAYMENT

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
- C. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- D. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon forty- five (45) days prior written notice to CLIENT.

III.CONFIDENTIALITY

- A. With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information

or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CLIENT as "confidential".

- C. CLIENT acknowledges and agrees that the software, and all other systems related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

IV. TERM, TERMINATION AND RENEWAL

- A. The initial term ("Initial Term") of this Agreement shall comprise the following: (i) a pre-go-live implementation period commencing with the date of this Agreement, which period may be extended for good faith reasons upon mutual agreement of the parties, ending with a go-live date, on which claim processing commences ("Go-Live Date"); and (ii) a five (5) year claim processing period commencing with the Go-Live Date. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Go-Live Date through those transports with dates of service prior to the end of the Initial Term.
- B. Either party may terminate this Agreement by giving the other party at least one hundred twenty (120) days prior notice, provided the effective date of such cancellation is on or after the expiration of the Initial Term.
- C. Except as otherwise provided in the Business Associate

Addendum regarding a basis for termination for violation of the obligations of the Business Associate Addendum, either party may, upon thirty (30) days written notice, via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (D) above.

- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
 - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it: or
 - 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
 - 3. A party hereto is excluded from participation in any state and/or federal health care program; or
 - 4. The Business Associate Addendum between DIGITECH and CLIENT is terminated.
 - E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI – Transition Following Termination or Expiration below.

V. INDEMNITY AND LIABILITY

A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors ("Indemnified Party") from and against losses, liability, fines, suits, demands, arbitration fees, damages and expenses (including reasonable attorney's fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Addendum, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (I).

- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$2,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible) or as a result of a fine or penalty, DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item, except this limitation of liability shall not apply to any claims or liability that may arise out of misrepresentation, fraud, or violation of any law, or any willful, wanton, or reckless or negligent conduct by DIGITECH. Notwithstanding the foregoing, DIGITECH shall pay any penalties and fees caused by its own negligence or willful misconduct.
- E. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on claims given a disputed level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned; except in cases where the overpayment is due to CLIENT's negligence, in which case, no credit shall be given. Except as set forth above, the credit will be capped at the amount of

the fee paid to DIGITECH for each adjusted claim.

- F. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- G. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A. DIGITECH shall process claims for at least one hundred twenty (120) days prior to sending a claim to collection, unless DIGITECH determines in its reasonable discretion that a claim is uncollectible by DIGITECH.
- H. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters indemnified under this Section.

VI. EXCLUSIVITY

A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for a period of at least one hundred twenty (120) days from the last transport date prior to the termination or expiration of this Agreement (the "Winding Down Period"), and any extensions or renewals thereof.

VII. COMPLIANCE

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.
- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant

to this Agreement.

- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that it shall be responsible for verifying that none of CLIENT's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals; and CLIENT shall pay any costs associated with a violation of this representation.
- E. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT's legal obligations under any local, state and/or federal laws.
- F. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.

VIII. INSURANCE

- A. DIGITECH shall maintain, at its expense, at minimum, the following insurance coverage during the term of this Agreement, any Winding Down period, and any extension and/or renewal thereof:
 - 1. Comprehensive General Liability. Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:

a)	General Aggregate	\$2,000,000
	Products and Completed Operations	\$2,000,000
	Personal and Advertising	\$1,000,000
	Each Occurrence	\$1,000,000
	Medical Expense any one Person	\$5,000

2. DIGITECH also shall maintain errors and omissions insurance coverage in an amount not less than \$2,000,000. Prior to the execution of this Agreement, DIGITECH shall provide proof of such coverage to CLIENT.

IX. NOTICES

A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Mark Schiowitz President and CEO DIGITECH COMPUTER, INC. 480 Bedford Road, Bldg. 600, 2nd floor Chappaqua, NY 10514

If to CLIENT:

Matthew Lindewirth, MSEMS, NRP Chief, Cole County EMS 1736 Southridge Drive Jefferson City, MO 65109

X. CLIENT RESPONSIBILITIES

- A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:
 - 1. Automated Field Data Collection

CLIENT'S ePCR vendor shall:

a) Produce a daily billing file in the standard NEMSIS XML file format as described in Exhibit 1. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;

Page 7 of 29

- b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency. Please refer to Exhibit 1 – PCR Requirements for Billing for additionally required fields;
- c) Produce and provide a PDF copy of the PCR for each call included in the NEMSIS XML file. The PDF must be named with the unique ID of the call.
- d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server;
- e) Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc.
- f) Allow DIGITECH employees to login to secure website to:
 - Manually produce a billing file based on the same billable claim criterion used to produce the daily billing file;
 - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
 - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
- g) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
 - (1) Be an Excel spreadsheet;
 - (2) Include all billable claims for the specified date of service date range
 - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
- h) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander System and the ePCR System.
- i) CLIENT or CLIENT's ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT's field data collection system
- B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.

- C. In cases where DIGITECH has verified payment, but CLIENT cannot provide remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV above.
- D. CLIENT agrees to pay for all fees associated with the establishment and maintenance of a CLIENT controlled cash receipt/check bank lock box or deposit account.
- E. CLIENT agrees to pay for all credit card transaction fees.
- F. CLIENT agrees to establish and maintain a broadband or high speed internet connection, with static IP address, from its place of business to the Internet. CLIENT shall maintain a bandwidth of at least 1MB free for every 5 active users.
- G. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- H. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- I. CLIENT agrees to pay for any enrollment or revalidation fees imposed by payers.
- J. Where possible, CLIENT agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- K. Client agrees to email DIGITECH cash posting manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis

XI. TRANSITION

A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following shall occur (certain Service exclusions apply and may require an additional fee during the 120 day Winding Down Period):

- DIGITECH will cease all processing including the collection services described in Rider A, Section II above, sixty (60) days from the last transport date for which Digitech is responsible for processing ("Termination Date"). CLIENT will provide DIGITECH with remittance advice or cash receipt data for a period of at least one hundred twenty (120) days from the Termination Date (the "Winding Down Period") and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days after the Termination Date for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.
- 2. Subsequent to the completion of all processing and cash posting, DIGITECH will provide client with its data in SQL format assuming DIGITECH has been fully paid for services rendered.
- 3. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.
- 4. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT's choosing.

XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.
- B. This Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflicts of laws, rules or provisions.
- C. Intentionally deleted.

- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.
- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement. In the event that this contract is the basis for an Interlocal or Cooperative Procurement, the price shall be modified so that Digitech may project payment of at least \$15 per transport based on the new client's transport volume and payor mix. DIGITECH retains the right to modify an Interlocal or Cooperative Procurement Agreement if the transport fees, volume and payor mix, on average, are not similar to those charged by the Client under this Agreement, in which case DIGITECH may revise the percentage fee collected so that the net profit per transport remains constant in the new contract.
- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

The parties hereto have executed this Agreement on the day and year first above written.

COLE COUNTY, MISSOURI

DIGITECH COMPUTER, INC.

Page 11 of 29

By: <u>COLE County</u> Sam Bushman Name: Sam Bushman

Title: Presiding Commitssioner Date: 1/22/19

Here Komeyer

By:

Name: MARK SCHIOWITZ

Title: _PRESIDENT AND CEO

<u>20</u>19 Date:

RIDER A DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES

This Rider is a part of the Agreement between DIGITECH and COLE COUNTY EMS dated 1/24, 2019.

I. BILLING SERVICES

- A. DIGITECH shall provide the following billing and collection services which are contingent upon COLE COUNTY EMS ("CLIENT") fulfilling the responsibilities outlined in Section X of the Agreement:
 - 1. DIGITECH shall perform Patient Care Report ("PCR") processing including:
 - a) Review client prepared PCR'S for content, level of service and diagnosis;
 - b) Procedure Coding; and
 - c) Eligibility and Insurance Research and Verification.
 - 2. DIGITECH shall perform billing as follows:
 - a) Electronic Invoicing
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - b) Paper Invoicing
 - (1) CMS-1500 for Commercial Insurance;
 - (2) Self-Pay;
 - (3) Facility (where applicable); and
 - (4) CMS-1500 for Medicaid (where applicable).

II. COLLECTION SERVICES

- A. DIGITECH will provide the following collection services covering the following types of providers:
 - 1. Facility
 - a) Submit a maximum of 3 invoices/notices, at 30 day intervals; and
 - b) Make a maximum of 2 follow-up calls.
 - 2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
 - b) Make a maximum of 2 follow-up calls; and
 - c) Recommend to CLIENT amounts to be placed in legal

proceeding upon the earlier of DIGITECH's determination that the amount is uncollectible or 120 days from the first invoice date.

- 3. Insurance
 - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
 - b) Make a maximum of 3 follow-up calls; and
 - c) File appeals upon notice of denial, where applicable.
- 4. Medicaid
 - a) Process denials;
 - b) Follow-up on pending claims; and
 - c) Resubmissions.
- 5. Medicare
 - a) Process denials;
 - b) Follow-up on pending claims; and
 - c) Resubmissions.
- B. Claims resolution and appeals
- C. Remittance Posting
- D. Resubmission of denials, pending and held items
- E. Interfacing with carriers on behalf of CLIENT
- F. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.
- G. DIGITECH will interface with CLIENT's collection agency as follows:
 - 1. Create and download one collection file per month using the industry standard XML collection file format as described in Exhibit 2; and
 - 2. In the event CLIENT's collection agency requires a format that differs from the industry standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT's approval.
 - 3. DIGITECH reserves the right to withdraw claims from collections if

payment is received within 10 business days of sending the claim to collections.

III.REPORTING SERVICES

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
 - 1. Accounting Reports
 - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
 - 2. Transport Reports
 - a) Per Trip Data and Collection Percentages.

IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES

A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 3.45% of monthly EMS billing collections.

DIGITECH'S percentage fee for service covers claims with a date of service commencing on the Go-Live Date of the contract. Unprocessed claims with dates of service 30 days prior to the Go-Live Date will be processed at 3.45% of monthly EMS collections.

Unprocessed claims that are deemed collectible by CLIENT with dates of service that are greater than 30 days prior to the Go-Live Date will be processed for a fee of \$30 per claim whether or not they are paid.

CLIENT shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CLIENT on any claim processed by DIGITECH, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to analyze and report costs that will help CLIENT realize said revenue. Notwithstanding the foregoing, DIGITECH acknowledges that claims for which DIGITECH provided no processing services and that have been processed prior to the Go-Live Date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such claims.

Provided that CLIENT's ePCR system can provide a standard NEMSIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface, DIGITECH will pass through such charges to CLIENT.

DIGITECH will pay for the ePCR system and pass through the cost to CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to us prove to be in error, we reserve the right to renegotiate or exit the contract, provided DIGITECH gives CLIENT a 120 day notice of termination.

Note: DIGITECH's fee in Section IV(A) above does not include the processing of claims in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

B. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

V. FEES/OTHER

A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.

- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, on a per clerk per hour basis. Such services include, but are not limited to, data entry, scanning and call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.
- C. Time expended by DIGITECH programming staff on behalf of CLIENT, to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the personnel required.
- D. Provision of services not specifically set forth in this Agreement, including but not limited to significant assistance with reporting, reporting projects, projections, interfacing or working with separate entities that are part of or affiliated with CLIENT's organization, shall be subject to a separate compensation agreement covering such additional services. The parties agree to act in good faith to draft mutually acceptable terms of service.
- E. DIGITECH may require a work order prior to the provision of such services.
- F. DIGITECH agrees to pay for one PWW documentation training class done at the outset of the Contract, subject to a cap of \$15,000.00.

VI. REIMBURSABLE EXPENSES

A 1.10

CLIENT will reimburse DIGITECH for preapproved travel expenses (at cost). Such expenses shall be included in the invoice to CLIENT in the month following the date of such travel. For visits requested by CLIENT, the cap on travel expenses will be \$1,500 per day.

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

DIGITECH COMPLETR, INC. COLE COUNTY, MISSOURI Page 17 of 29

Name: <u>COLF. COUNTY</u> Sam Bushman. Title: <u>Fresiding Commissoner</u> Name:

Name: <u>MARK SCHIOWITZ</u>

Title: _PRESIDENT AND CEO____

Date: 1/24/2019

Date: 1-22-19 _____

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum"), is made and entered into by and between COLE COUNTY EMS ("Covered Entity") and DIGITECH COMPUTER INC. ("Business Associate"). This Addendum shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information ("PHI") (as defined in Article 1 of this Addendum) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Addendum is effective as of the effective date of the Billing Service Agreement (the "<u>Effective Date</u>").

RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the "HITECH Act"), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

- 1.1 <u>Definitions</u>. For the purposes of this Addendum, the following defined terms shall have the following definitions. All capitalized terms used in this Addendum but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.
 - (a) "Breach" has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.

- (b) "Data Aggregation" has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) "Designated Record Set" has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) "Health Care Operations" has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) "Limited Data Set" has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) "Privacy Standards" means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) "Protected Health Information" or "PHI" has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) "Unsecured Protected Health Information" has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR §164.402.

Article 2: Duties of Business Associate

- 2.1 <u>Compliance with Privacy Provisions</u>. Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 Compliance with Security Provisions. Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d) be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

2.3 Breach of Unsecured PHI.

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure ("Acquisition") of Covered Entity's PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate's written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate's written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.
- 2.4 <u>Permitted Uses of PHI</u>. Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.
- 2.5 <u>Permitted Disclosures of PHI</u>. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will
be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 <u>Minimum Necessary</u>. Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 <u>Retention of PHI</u>. Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Addendum.
- 2.8 <u>Safeguarding PHI</u>. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Addendum. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 <u>Agents and Subcontractors</u>. Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 <u>Reporting Unauthorized Use or Disclosure</u>. Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Addendum as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans,

unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

- 2.11 <u>Access to Information</u>. Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 <u>Availability of PHI for Amendment</u>. The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents.
- Accounting of Disclosures. Upon Covered Entity's request, Business Associate, 2.13 its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It

shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

- 2.14 <u>Agreement to Restriction on Disclosure</u>. If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.
- 2.15 <u>Accounting of Disclosures of Electronic Health Records ("EHR")</u>. If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.
- 2.16 Access to Electronic Health Records. If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR §164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.
- 2.17 <u>Remuneration for PHI</u>. Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.

- 2.18 Limitations on Use of PHI for Marketing Purposes. Business Associate shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (a) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (b) complies with the requirements of subparagraphs (A), (B) or (C) of § 13406(a)(2) of the HITECH Act. Covered Entity shall cooperate with Business Associate to determine if the foregoing requirements are met with respect to any such marketing communication.
- 2.19 <u>Governmental Access to Books and Records</u>. For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.20 <u>Data Ownership</u>. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.21 <u>Insurance</u>. Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Addendum.
- 2.22 Audits, Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Addendum, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements,

policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Addendum.

- 2.23 <u>Return of PHI at Termination</u>. Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Addendum shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.
- 2.24 <u>Retention of PHI</u>. Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.
- 2.25 <u>Business Associate's Performance of Obligations of Covered Entity</u>. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

3.1 <u>Using Appropriate Safeguards</u>. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

4.1 <u>Term</u>. The provisions of this Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Addendum.

4.2 <u>Termination by Covered Entity</u>.

- (a) A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.
- 4.3 <u>Termination by Business Associate</u>. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Addendum, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.
- 4.4 <u>Termination by Either Party</u>. Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Article 5: Miscellaneous

- 5.1 <u>Acknowledgment</u>. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.
- 5.2 <u>Change in Law</u>. The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Addendum), and to negotiate in good faith, if, in either party's business judgment, modification of the

Billing Service Agreement (including this Addendum) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 <u>Assistance in Litigation or Administrative Proceedings</u>. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 <u>No Third-Party Beneficiaries</u>. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation. Section titles in this Addendum are for convenience only, and shall not be used in interpreting this Addendum. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Addendum, the provisions of this Addendum shall prevail. Any reference in this Addendum to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

COLE COUNTY, MISSOURI (Covered Entity)	DIGITECH COMPUTER, INC. (Business Associate)
By: Sam Bushman	By: Mulling
Name: Bistimion	Name: MARK SCHIOWITZ
Title: Presiding Commission	Title: <u>PRESIDENT AND CEO</u>
Date: 1/22/200	Date: 1/24/2019
StereKonny	

III Digitech



Patient Information & Demograp	phics	
Patient First Name	Phone Number	Facility Patient Resides In (If applicable)
Patient Last Name	Mobile Phone Number	Next of Kin Contact Information
Patient Middle Initial	Email Address	Patient's Billing Address - Street
Social Security Number	Date of Birth	Patient's Billing Address - City
Medicare Number	Patient's Residence - Street	Patient's Billing Address - State
Medicaid Number	Patient's Residence - P.O. Box (If applicable)	Patient's Billing Address - Zip Code
Other Insurance Number	Patient's Residence - Apt Number (If applicable)	Past Pertinent Medical History
Primary Insurance Carrier	Patient's Residence - City	Medical Record #
Secondary Insurance Carrier	Patient's Resident - State	
Sex of Patient	Patient Residence – Zip Code	
Call Information – Origin, Destir	nation & Dispatch Times	The second s
Date of Service	Drop Off Location – Name	Call Received Time
Pickup Location – Name	Drop Off Location – Street	Trip Assigned Time
Pickup Location – Street	Drop Off Location – City	Trip Enroute Time
Pickup Location - City	Drop Off Location – State	Trip At Scene Time
Pickup Location – State	Drop Off Location – Zip Code	Trip From Scene Time
Pickup Location – Zip Code	EMD Code	Trip At Destination Time
Vehicle	Loaded Mileage (mileage when patient is in vehicle)	Trip Time in Service
Crew members with Credentials	- Must include mileage to one tenth of a mile	Disposition

Call Information – Details of Treatment – Additional Documents/Attachments

How did call come in? For example: 911, 911 Equivalent, etc. If not 911, what was the caller's name?

How was call dispatched per dispatch protocols? For example: Dispatch Priority, EMD Codes, ALS vs. BLS, etc.

What was the Chief Complaint?

What is the provider's General Impression?

Narrative - Must paint the picture of why transportation by other means was contraindicated.

Patient Assessment - Should include, but not be limited to Physical exam findings, Patient Vital Signs, GCS, Pain Scale, Blood Sugar, Stroke Scale, etc.

Treatments - Including who performed or administered the treatment as well as the outcome.

Procedures - Including who performed or administered the procedures as well as the outcome.

Medications - Including who performed or administered the medication. Type of medication administered, dosage and route given as well as the outcome

Any additional documents or attachments that relate to the transport that are needed for billing (where applicable)- Should include but is not limited to Authorizations, PCS forms, ABN forms, Face sheets, EKG strips etc.

Signature Information

Was the signature of the patient collected? Does the signature verbiage allow for a Lifetime signature?

If signature was not obtained from patient due to the patient's medical condition (physical or mental) - was that reason documented?

If signature was not obtained from patient - was the signature from an authorized representative obtained on behalf of the patient & why? Who is the authorized signature and their relation to the patient?

Was the signature of the receiving facility obtained?

Were the signatures of the crew obtained? Two types: 1. As the author of the document and 2.on behalf of the patient because the patient was unable to sign and no authorized representative was available or willing to. (Also need reason why as listed above)

Need to see the verbiage for all signatures. In addition printed names should be present to assist with legibility.

Please refer to PWW Signature Verbiage Document "Sample Ambulance Signature Form" for details regarding ePCR configuration.

BUSINESS PLAN

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 15+	Automated, unrelenting appeals processing
SecureDocs 🔒	Document Management Imaging System
Portal 0	Secure online access for patients to update information or pay their bills
Sentinel 🛡	Operational performance tool monitors key performance indicators
PCR Lens" 9	See, measure, and improve the quality of data collection in the field

Ambulance Commander is already fully integrated with the ImageTrend ePCR system. We have built, tested, certified, and deployed what is now our standard ImageTrend interface 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 Cole County 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, and the ability to print an invoice, receipt, or statement.

Access to the Ambulance Commander System

In addition, several real-time reporting features will enable the County's EMS administrators to keep an up-todate 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*.

Commitment to Compliance

Digitech's active compliance program, managed by our dedicated compliance officer and attorney, incorporates many regulatory safeguards including random daily claims audits, monthly claims audits, and independent third-party audits — including an annual SOC 1 Type II audit. *Our flawless compliance record attests to our commitment*. We maintain this record in the following ways:

- 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.

Customer Service

While performing collections services on behalf of Cole 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 afterhours 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, "Cole 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 personnel 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 Cole 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. 66 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

Workload

Digitech employs a flexible staffing model through which each payer group is handled by a team of Digitech staffers specializing in that area. For instance, Medicare claims from multiple clients are managed and processed by our team of Medicare specialists. Under this model, experienced staff works alongside newer staff members, so that all clients have the benefit of our most experienced coders and billers working their claims. This approach ensures claims processing will proceed without interruption due to vacations or unforeseen absences. All billing staff are cross-trained to enable employees to be temporarily reassigned should a particular processing group require additional resources to manage a spike in volume.

Digitech's flexible staffing policy is designed specifically to counteract any potential interruption of service caused by staff turnover, vacations, illnesses, personnel changes, and time off by ensuring that competent and experienced staff members are assigned to each aspect of the billing process at all times. The policy also provides a means to mentor new employees by having them work side-by-side with senior staff and ensures that temporary increases in volume in any particular area are handled without delay by moving staff members into that area until any backlog is cleared.

Our centralized approach ensures that we can seamlessly take on the volume of Cole County medical transportation claims billing and collections without significant impact to our current and ongoing processes. We will hit the ground running in Cole County.

Consulting Services

Ongoing consultation related to all aspects of billing and collections for ambulance charges will be provided to Cole 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 Cole County, 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 Cole County on a mutually-agreed upon schedule to review policy changes and performance.

20-0134 Exhibit 2

Data Security and Disaster Recovery Plan

Data Center Storage and Security



Digitech partners with vXchnge, a leading national provider of carrierneutral 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 square foot

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 0
- Man Traps 0
- 0 Sign in process
- 0 Quarterly access review
- 0 Termi tion proc

Logical Security F atures

- 0 Networ Access security - Access rights granted in accordance with job-related needs
- All use 0
- rs are assigned both a unique network user ID and password rly Access reviews are scheduled to ensure proper access for s are scheduled to ensure proper access for all employees and vendors Qua
- ensure all accounts are disabled after the departure of staff nation processes 0 Ter
- Pas word reset procedures prevent common "phishing" schemes ۲
- Annual network vulnerability scanning identifies security breaches or attempted breaches 0

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.

We discuss in detail in the following sections the specific redundancy we have built into each of these critical areas:

- Redundant Data Centers including power considerations, air conditioning, fire suppression, and security
- Ø Redundant Processing Centers facilities where billing personnel work
- Failsafe Application Servers and Storage Systems computers for data processing and storage
- Ø Data Backup Systems
- Duplicate Communications Servers equipment necessary for outside users to access our clients' data
- Redundant Internet Connectivity
- Redundant Phone Systems

The structural features listed above provide the redundancy that allows for both a flexible response to shortterm or limited resource interruptions as well as a more robust response in the event of a long-term or largescale resource interruption.

Digitech's Disaster Recovery Plan is based on pre-staging the assets required to recover from catastrophes quickly enough so that the client experiences no data loss or cash flow interruption. To meet that goal, Digitech has implemented the following:

- O A Tier III facility as our Primary Data Center which guarantees 99.999% environmental uptime
- A Secondary Data Center in the event the primary data center is destroyed
- Maintenance of both Primary and Secondary Processing Centers to ensure processing continuity in the event the Primary Processing Center is either destroyed or unreachable for extended periods of time
- Purchase of top-quality hardware and software components from Dell, Cisco, Citrix etc.
- An IT department staffed with IT veterans with years of experience designing and maintaining complex infrastructure systems
- Established redundancy in our phone system

Testing, Staffing, and Invoking the Disaster Recovery Plan

With the assets in place, the plan then focuses on refining the procedures to invoke the plan and defining both the list of personnel that will implement the plan and their individual responsibilities. We then certify the plan by testing the redundancy built into the system and by identifying specific disaster scenarios and reviewing our strategy to recover from them.

Primary Data Center

Digitech's Primary Data Center is equipped with the redundancy necessary to provide 99.999% uptime. This includes four independent internet connections, back-up power generators, a redundant cooling system, advanced fire suppression systems, and much more.

Secondary Data Center

The Secondary Data Center is hosted at the Las Vegas Core Campus of Switch, home to their Tier 5[®] Platinum rated multi-tenant data centers. With capacity of approximately 2 million square feet of data center space and up to 315 MW of power, it is the most advanced and most efficient data center campus in the world.

To ensure the integrity of our backup system, our IT staff performs daily backup log review and monthly data restore tests. Daily backup log documentation and monthly restore tests are documented and validated as part of our SOC I Type II auditing process. As a result, our clients can have the confidence that their applications and data are completely protected and easily recoverable in the event of data loss or disaster.

Processing Center Redundancy

Processing centers are the physical locations where the billing staff reports for work. To provide the redundancy necessary to meet our continuity goals, Digitech maintains two processing centers. The Primary Processing Center is the physical location where billers will process claims, make outgoing phone calls to insurance companies and other payers, post cash, and handle incoming calls from patients. The processing center features the following:

- It is equipped to house up to 150 employees
- It has offices for managers and the clients' account managers
- It has a conference/training room
- It has a diesel generator hook-up capable of accepting a mobile diesel generator in the event of a long-term power outage
- O It has ample Plain Old Telephone Service lines in case the VOIP system goes down
- It has redundant internet connectivity: the main internet connection is a T2 broadband through Lightpath and the secondary connection is through cable

In the event the Primary Processing Center is unusable or inaccessible, processing will resume using a combination of a small coordination and phone service group at a Secondary Processing Center and work from home for a large portion of the employees. To avoid the kinds of threats that are more commonly directed at public facilities, the Secondary Processing Center is located in a private residence that accommodates up to ten billers and managers. This group of employees will coordinate the at-home workers and patient collectors. The Secondary Processing Center is equipped with the following:

- A phone system that easily accommodates the transfer of phone lines from the Primary Processing Center
- O High speed internet connection required to access either the primary or secondary data center

During a potential disaster which would leave the Primary Processing Center either unusable or inaccessible, workers who would not be required at the Secondary Processing Center would work from home. These employees will be pre-certified to work from home and their home office will have been certified by Digitech to have the required resources. These resources will include a:

- O Home computer with a secure connection to Digitech's network
- Reliable internet connection
- O Printer
- O Phone line that can be dedicated for work during business hours

Phone System Redundancy

Digitech's phone systems are built on a VoIP structure, enabling complete portability of our communications capabilities. All phone system functions can easily be ported to a secondary location. Phone system redundancy requires that phone communications will be available in a number of different adverse circumstances. This may include periodic interruption of service as can sometimes be seen when repairers accidentally cut cables or permanent interruption of service which might result if a terrorist attack devastates the telecommunications infrastructure. To deal with these possibilities, Digitech has instituted the measures that follow.

The Primary Processing Center is equipped with a T1 based VoIP phone system through one of the major carriers. The Primary Processing Center is equipped with at least ten POTS (Plain Old Telephone Service) lines which will be on the AT&T network. The system is designed so that lines can easily be forwarded to a phone system in the Secondary Processing Center. All equipment necessary to accept call forwarded lines from the Primary Processing Center will be available at the Secondary Processing Center, and ample cellular telephones will be available at all times in the event that cellular is the only means of communications.

Data Backup and Archive

Digitech's backup system is a hard disk-based solution designed to protect both applications and data. Our system provides for fast backups, easy data retrieval, and high availability assurance to meet our clients' expected Recovery Time Objectives. Our strategy ensures that at least two copies exist at any one time.

The backup system runs continuously, taking snapshots and copying only changed blocks to backup servers. Compressed and de-duplicated data is stored as a point-in-time image that includes the operating system and system state along with applications and data. This makes the restore process much easier and allows our administrators to seamlessly restore single files or entire servers in minutes rather than hours as seen with legacy backup systems. All servers, applications, and data are continuously replicated between datacenters.

To ensure the integrity of our backup system, our IT staff performs monthly data restore tests and monitors the health of daily snapshots. As a result, our clients can have the confidence that their applications and data are completely protected and easily recoverable in the event of data loss or disaster.

The second s

Implementation and Training Plan

Digitech's time-tested implementation plan will ensure a well-organized, speedy rollout of services with no interruption in cash flow to Cole 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 Cole 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 Cole County 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 Cole 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 Cole County, the payers, and other stakeholders to ensure that all processes are performing as expected, making any adjustments necessary to ensure smooth operations. Details of each Implementation Phase are discussed in the following section.

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

Requirements Gathering Phase

Digitech's Implementation process begins with the Requirements Gathering Phase, where we will work with Cole County to complete our New Client Checklist. The New Client Checklist is a complete list of all the information required by Digitech to enroll Cole County with processors, and identify and document business rules, rates, and special processes of your organization. Using this information, we can complete a detailed written implementation plan to cover all the activities of the later phases, begin to set up the billing system, and enable Digitech's billing department to review the information required to establish the proper procedures to begin billing for Cole County. An example of the New Client checklist follows. We work closely with you to complete this document quickly.

Part II: Primar	Y CO	UST -BALING SI	ERVICES (NCC - ABS - 20120103)		0			
1. Name	Part V: Addit	1 million 1		1 million				
3. Street	Part V: Addit	ional com	2. Title	10000	_	R.C.		
City, State & Zip	1. Name	and a second				AME	ULANC	ECOM
Email Address	3. Role	10001	Digitech		120103)			
Part III: Finan	cial 4. Street	1200	NEW CLENT CHECKLIST - BILLING	SERVICES (NCC - TOT			- 57	VOF
. Name	6. City, State & Lip	1253	Part VI: Medicare Inf	ormation	in the			00
I, Street	S. Email Address		1. Meditare Provider Number	IRANS 2. Part	A vs. Part B (Cr.	eckone)	1.	-
. City, State & Zip	Margan Margan	1	3. Name of Medicare Processor	1000		-		
. Email Address	9. Name		1. Current Authorized Signer	(m)				
Chail Address	11. Role	NEET .	5. Current Delegated Signer	1000		1-	1	
1	12. Street	1003	6. Are you currently enrolled in intended bank account for DCI's	Bectronic Funda Transfer	(CFT) with the	Dres	E]NO
L. Name	14. City, State & Zi	-	7. Are you currently receiving re			TYES	C]NO
0. Street	16. Email Address	1000		11 Table to Digitech	from the process	or, Digite	ch will	need to
	924	1	D IN A D D ANNOLD I CON	and sendence in the sendence i		1 and		
4. Email Address	17. Name	0023	8. Full Name:	9	. Telephone #	1		
	19. Role	Million .	10. Email:					
S. Name	20. Street	1881	-	ding Physician Informatio		1	-	_
7. Street	22. City, State & Zi		11. Full Name	1	2. NPI	1		-
9. City, State & Zip	24. Emeil Address	1201			24	- 2		
1. Email Address					-			
Part IV: IT Con	25. Name	1001	Part VII: Railroad Me		n (Part B O	nly)		
Name	27. Role	1957	1. Railroad Medicare Provider N			T	- 1	
. Street	28. Street	Level .	2. Are you currently enrolled in intended bank account for DCT's	Bectronic Funds Transfer billing services?	(DFT) with the	DYES	C]NO
201001	30. City, State & Zij). Are you currently receiving re	mittances electronically in	\$35 format?	DYES	L.	INO
City, State & Zip	32. Email Address	0.00	If the 835 Remittance is not dire	ectly available to Digitech	from the process	or, Digite	ch will	need to
Errail Address	1		4. Full Name	tert someone to receive t	tem vie FIP.	1		
	33. Name	625	6. Emeili		Telephone #	-		
. Name	35. Role	10.0						
0. Street	36. Street	1		14 A.				
	38. City. State & Zig	6						
4. Email Address	40. Email Address	ciic.						

System Installation and Tailoring Phase

System Installation and Tailoring begins with the installation of *Ambulance Commander* and the modules identified as a result of the Client Checklist research. The process of tailoring, customizing, and refining our service is iterative and collaborative because we want to make sure that all elements will meet Cole County needs. For example, we will work directly with Cole County to ensure that information systems, reporting formats, and information exchange processes are fully aligned with the requirements of the contract. The design of the solution and specifications for integration of billing services, communications, and ePCR functions will be well documented prior to System Testing to support review and approval.

During this phase we complete initial setup tasks with external stakeholders, including processor registrations, hospital interfaces, and County systems. We also prepare customized patient correspondence. Digitech will assist Cole County with the completion of all enrollment forms and documentation requirements, and will notify the County when insurance agreements are due to renew or expire.

The process is managed using our detailed implementation plan which lists every task, the task owner, the current status of the task, and the estimated completion date. Weekly conference calls based around the implementation plan ensure that every task required for Go-Live is completed.

	I. New Client	Startup Tasks		alt is	- the set	
Task	Dependents	Owners	Start	Status	ETA	Completed
1. Sign Contract		DCI		Open		
2. Send Welcome Package - New Client Checklist, Digitech Roster	Lt	DCI		Open		
3. Complete & Return New Client Checklist	1.2	CLIENT		Open		
4. Complete Internal Billing Service Checklist	1.3	DC1		Open	-	
5. Update Pedestal Client Master with basic agency & contact information	1.3	DCI		Open		
 Update Pedestal with Client Vendors, Billing ID's & Processors 	1.3	DCI		Open		
7. Send Initial Implementation Plan	f,4	DCI		Open		
8. Update Version Control Board	13	DCI		Open		
9. Update SOC1 3.12 Business to Business Transmission Document	1.4	DCI		Open		
10, Hospital Access	1.4	DCI		Open		-

Sample page of Digitech's Client Implementation Plan. These worksheets drive the agenda of weekly conference calls.

System Testing, Training, and Acceptance Phase

When all of the system components have been installed, tailored, and configured, we begin System Testing and Acceptance. In this phase, we test all components and connections to ensure that they meet contract requirements and the data standards required by all stakeholders. During this time, we also conduct user training so that Cole County will have qualified testers to implement the final Acceptance Test. Digitech will develop a Test Plan jointly with the County to ensure all contract requirements are met. We will use that plan 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. Upon successful completion of Acceptance Testing, we will achieve the Go-Live milestone, transitioning to live operations and full responsibility for Cole County transport billing and collection from that point.

Digitech will provide the County with training as needed to ensure efficient access and use of the *Ambulance Commander* software. Training will be provided in a "Train-the-Trainer" format allowing the County to instruct 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 by employees who are utilizing the system.

Because all systems will be tested by Digitech and certified by Cole County prior to the Go-Live date, Cole County can be confident you will enjoy error-free billing and collections from the beginning of the project.

66 The implementation was impressively quick and effective, and Digitech's reports are providing new insights into our finances and operations. The basics are great, but the detail is amazing.

Dorothy Pope Accounts Receivable Manager City of Norfolk – Department of Finance

Field-Testing Phase

Once Digitech has assumed responsibility for all aspects of the transport billing and collection process, we will begin the final implementation phase, the Field-Testing Phase. While all systems will be fully tested and all processes thoroughly vetted prior to the Go-Live date, there can be unanticipated issues that crop up, or opportunities to improve business processes that could not be foreseen without some actual experience with the system. Therefore, we use the period following Go-Live until the first full month's reporting is completed to closely and jointly monitor the system with Cole County. Further system monitoring and process improvements will continue throughout the term of the contract.

Our solution allows Digitech to file 95% of claims within 24 hours of receipt of trip information, allowing clients to realize maximum cash flow early in the collection cycle. We will deliver professional customer service while we maintain, support, and continually improve the overall processing service in accordance with the County's objectives and obtain the maximum financial results on the County's behalf. Working jointly, we can identify any bottlenecks and work together to reduce or eliminate them, achieving the levels of service and collection sought.

No Cash Flow Interruption

Our goals during implementation are to provide minimal interruption of Cole County's normal processes, avoid disruption to cash flow, and minimize your resource outlays. Careful planning, clear communication, and rigorous attention to detail ensure we achieve these goals. Beyond normal operating expenses, there are no other known costs associated with the implementation plan for which Cole County is responsible.

Our comprehensive implementation plan ensures no disruption in cash flow. Often, our new clients see an uptick in revenue during the critical early months of a contract.

Our implementation process is a smooth and efficient deployment that often results in an increase in cash flow during the critical early months of service. The chart below illustrates the monthly revenue collected for Memphis Fire Rescue subsequent to our roll-out there. During the first months of this contract, cash flow actually increased because Digitech was processing claims in one to two days, while the prior vendor was taking up to 30 days to get claims out.



Documentation Training

Digitech is known for our commitment to compliance. To ensure that all employees who are involved in the billing process are confident in their knowledge of patient care documentation, Digitech will provide comprehensive and ongoing training on both documentation and compliance. Training will be delivered based on a schedule approved by Cole County to coincide with employee work schedules.

As part of our consultative approach to client partnerships and our steadfast commitment to compliance, we provide documentation training to our clients.

ePCR Software and Hardware Expertise

We acknowledge Cole County's potential need for a new ePCR system and a hardware refresh during the term of this contract. We are prepared to support the implementation of a new ePCR system of Cole County's choosing, should the County desire, and we are also able to procure and configure electronic tablets with wireless capabilities and all accessories as specified. Digitech will work with Cole County to deliver hardware and software solutions that will meet both the County's needs and budget.

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.

Digitech will renegotiate its fee to account for the costs of hardware and/or ePCR software should Cole County decide to change software vendors or acquire new field data collection hardware.

Protests

Digitech has only filed one legal challenge or protest in our 34-year history on December 20th, 2013. In 2012 we responded to an RFP issued by Polk County, FL for billing services. After the County's initial evaluation of all proposals, Digitech ranked first of the three finalists that the City had selected for short-list presentations. The County's incumbent billing vendor promptly protested their fourth-place ranking that would have eliminated them from presenting at the short-list meeting. The County then expanded their short-listed candidates to four, allowing the incumbent to present at short-list.

The four short-listed vendors presented in person, and Digitech was announced as the top-ranked firm and recommended for award of the project. The incumbent protested the award by filing a legal challenge, and the County decided to bring all four candidates back for a second round of presentations, after which we were again the top ranked vendor and were again recommended for award.

The incumbent billing service provider protested the second award decision and was able to get the County to reissue a new RFP. After approximately six months a new RFP was issued to which both the incumbent vendor and Digitech responded. After having the benefit of seeing our proposed pricing from the previous RFP, the incumbent lowered their price and was awarded the project.

At this point we protested the decision to award to the incumbent vendor. At the subsequent protest meeting, our protest was rejected by a vote of 2-1 and incumbent service provider retained the contract.

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 Cole 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 Cole County 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 ImageTrend ePCR application. 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 Cole 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, Cole 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 will pull the billing and dispatch information from ImageTrend'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.

In addition, Digitech has the ability to electronically receive data files from other sources, such as Medicare or insurance companies.

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 Cole 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.

	India Caller Response Core in the second in the second intervent in the second intervent inte	+ DEFRATCH Cad Taking Form		6 and	Patient Care Report		haven's the and this builder
Source att cal Disk (marging) Disk (marging) Disk (marging) Disk (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Bit (marging) Source (marging) Bit (marging) Bit (marging) <th>Solve sitted Image memory <t< th=""><th>Lang Debeator</th><th>termane</th><th>and the second second</th><th>Southed spaces (HTTPS)) Southed spaces (HTTPS) Stationary (HTTPS</th><th></th><th></th></t<></th>	Solve sitted Image memory Image memory <t< th=""><th>Lang Debeator</th><th>termane</th><th>and the second second</th><th>Southed spaces (HTTPS)) Southed spaces (HTTPS) Stationary (HTTPS</th><th></th><th></th></t<>	Lang Debeator	termane	and the second	Southed spaces (HTTPS)) Southed spaces (HTTPS) Stationary (HTTPS		
Linking Image: Statistic Statis Statis Statistic Statistic Statistic Statistic Statistic Statist	Linder of the second	foore attrait Cafe Care Per Space + Nore 021/021 111 + Per Space + Nore 121 Marc Space Dr. Alder Space Origin Address	Pody Bengers Tyr Oase Dealer Generar 2002/00/00/00	And Ser Prosent Sy works Active Activ	A set of the set of th	Real Fill Fill The Control of State	44 - 444 - 715
Fail Nature Failed Contract Contract Contract Contract Contract Contract All Status Contract	Fall haber Fallent Comber Counce was sense part (3000/01/2000/03) al Status Orgonization Department (2000/01/2000/03) (al adaptive Interest Interest Al Status Orgonization Department (2000/01/2000/03) (al adaptive Interest Interest	201 21 2 - 22 - 2 5 - 22 - 2 5 - 22 - 2 5		y Alis Asi A Ung	Hard and a set of the	Assessed August Tool Control C	
de servera	Ambulance Commander 🖶	Cardhan Canacel wate secure point	0589285125629285			11115	
Ambulance Commander 🖶	Ambulance Commander 🖶		1201 California 140	(al jainj (pro -	and a second sec	Charge States	
		HILIPS	-		Commander 📌		

20-0134 Exhibit 2

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 to Locate Missing Patient Information

Digitech uses proprietary search tools that connect to large databases, including Experian¹⁴, which contains records on nearly 300 million names and 116 million households, and performs searches using any available data to find additional demographic information. The goal is to find the patient's social security number, which can then be submitted to other databases to find insurance information.

Using Clearinghouses to Find or Verify Insurance and Demographic Information

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**¹⁵ 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.

HEALTHCARE





¹⁴ Experian is a global leader in consumer and business credit reporting, marketing, and data services

¹⁵ Change Healthcare is a leading electronic health information aggregator, performing more than 6.4 billion health information exchanges annually

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 Cole 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 Cole County. Most issues are resolved prior to closing the month's transactions.

Quality Assurance – The Human Element



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 Cole County.

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.

Private Pay (Patient) Invoicing

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 20 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 30days, Digitech sends a pre-collection notice in accordance with the County's policies and again follows up with a telephone call.
- When patient accounts remain unpaid after 60 calendar days, those patient accounts receive a precollection notice on their fourth invoice, again in accordance with language approved by the County.
- 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 Cole County 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 Cole 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

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.

).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 Cole 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 Cole County, we will work with you to determine the most advantageous refund processing option for the County.

b 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 Ackeret Former Management Analyst Finance, City of Houston

20-0134 Exhibit 2

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)

66 With Digitech's help, we've brought our EMS billing into the 21st Century. It took some pushing, and change is never easy, but the results speak for themselves.

Jim Fischer Chief of Fiscal Services Baltimore City Fire

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.

Please see Appendix D for Digitech's Sample Patient Statements.



TAX ID: 70-0000000

PATIENT RESIDENCE

SAMPLE, XY 12345

CITY OF SAMPLE

ORIGIN:

DATE 10/26/14

1 NE MAIN ST

CITY OF SAMPLE DIGITECH COMPUTER, INC. BILLING ON BEHALF OF SAMPLE FIRE DEPT 480 BEDFOR ROAD, BLDG 600 - 2nd FL CHAPPAQUA, NY 10514 RETURN SERVICE REQUESTED

CITY-43 000000001 իկիկիկոիլիվի կիկիկիսիկիսիին JOHN TESTPATIENT 1 NE MAIN ST SAMPLE XY 12345-1111

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

PATIENT NAME

JOHN TESTPATIENT

A0427 ALS EMERGENCY A0425 MILEAGE

DESCRIPTION OF SERVICES PERFORMED

		INSURAN		TION PLEASE VISIT
	STATEMENT DATE 11/18/14		US AMOUNT	INVOICE # DCITY00
	SHOW AMOUNT PA	AID HERE	: \$	
	▼ Payment CITY OF SAM PO BOX 1234 SAMPLE, XY	PLE 5		
/010		RN THIS	PORTION WI	TH YOUR PAYMENT N #: 1
	E			N #: 1
INVOICE #	E	RN THIS		
INVOICE # DCITY00	E	DENT #		N #: 1
DEST TEST 1 TES	E INCIE 1400 INATION: HOSPITAL	DENT #		N #: 1
INVOICE # DCITY00 DEST TEST 1 TES	E INCIE 1400 INATION: HOSPITAL IT ST	DENT #		N #: 1

All forms and patient communications are customized for each client, so that all invoices, statements, and letters

INVOI

represent your service as you wish to be seen.

	CREDITS:	\$0.00
	BALANCE DUE UPON RECEIPT OF THIS INVOICE:	\$1,090.00
PLEASE FORWARD YOUR INSURANCE INFORMATION OR NVOICE.	REMIT PAYMENT IN FULL UPON RECE	IPT OF THIS

Final Claim Resolution Process

During the implementation of the contract, Digitech will sit down with Cole County 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 Cole County's policy

Collections Agencies

Digitech will adjust claims according to Cole 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 Cole County. Digitech has experience with collection agencies across the nation and while we prefer to keep our relationships with collection services at arm's length to avoid any appearance of conflict of interest, we would be happy to recommend services that we have found to be reputable.



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.

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 Cole County 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.

6 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 Software Developer and Data Analytics Specialist; Mitch Holder, Digitech's Executive Director of Analytics; and Bill Myers, Digitech's Executive Director of Municipal Relations. Their reporting expertise will help ensure that Cole County 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 any report 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 $PCRLens \stackrel{\sim}{\subseteq}$ data quality analysis tool earned *EMS World's* Product Innovations Award.

Monthly Financial Package

In addition to the comprehensive, flexible, real-time reports that Cole 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.

66 The implementation was impressively quick and effective, and Digitech's reports are providing new insights into our finances and operations. The basics are great, but the detail is amazing.

Dorothy Pope Accounts Receivable Manager City of Norfolk – Department of Finance

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.

Digitech will secure written approval from the County before any records or data are released to anyone other than those requiring the information for the performance of work during this project. 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 Cole County.
KEY 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
Lee's Summit, MO 207 SE Douglas St, Lee's Summit, MO 64063	Dan Manley Deputy Chief (816) 969-1304 Dan.manley@cityofls.net	Annual Transports: 6,000 EMS Billing Services Imaging & Hosting ImageTrend ePCR Integration	12/01/2014
Barrow County Fire 222 Pleasant Hill Church Rd, Winder, GA 30680	John Skinner Fire Chief (770) 307-2987 Jskinner@barrowga.org	Annual Transports: 5,000 EMS Billing Services Imaging & Hosting ImageTrend ePCR Integration	07/01/2015
Plano Fire-Rescue 1901 K Ave, Plano, TX 75074	Kelly Helm Deputy Chief (972) 941-7639 Kellyh@plano.gov	Annual Transports: 11,000 EMS Billing Services Imaging & Hosting SafetyPAD ePCR Integration	07/28/2011
Bryan, TX 300 South Texas Ave, Bryan, TX 77803	William Smith Assistant Finance Director (979) 209-5088 Wsmith@bryantx.gov	Annual Transports: 6,000 EMS Billing Services Imaging & Hosting ImageTrend ePCR Integration	11/01/2011
South Metro Fire Rescue 9195 E Mineral Ave, Centennial, CO 80112	Dillon Miskimins CFO (720) 989-2211 Dillon.miskimins@southmetro.org	Annual Transports: 7,600 EMS Billing Services Imaging & Hosting ESO Solutions ePCR Integration	11/06/2017

.

FINANCIAL STATEMENTS

Digitech is privately owned and does not answer to Wall Street or hedge fund investors. We have no debt and meet all of our capital requirements from retained earnings. We have several million dollars of unused credit lines at our disposal should that be required. Digitech's cash position is such that we could survive for more than a year should all revenue cease. Our board supports management's philosophy of making long term decisions that benefit our clients and employees rather than looking for speedy return on investment. Without outside pressure to meet growth projections, we are able to balance our resources by focusing on our existing clients while carefully selecting the prospects we want to pursue. That keen, discriminate focus has bolstered our financial stability. Our corporate structure allows Digitech to outperform our competitors in collections and to deliver all contract requirements to the highest standards of performance, transparency, and integrity.



A letter from WithumSmith+Brown certifying our completion of the SOC 1 Type II audit for 2017 is included as **Attachment 1**. We would be happy to provide three years of audited financials at a shortlist meeting, if the County requires documentation of our financial stability.

.

.

.

,

This page left blank intentionally.

.

HIPAA COMPLIANCE PROGRAM

Digitech has addressed compliance through our Code of Conduct and Business Ethics in the following ways:

Written Policies and Procedures – Digitech's Code of Conduct details policies and procedures relating to standards of business activities and relationships. The Code is based on the laws, rules, and regulations that apply to Digitech's work in the medical transportation industry. All officers and employees of Digitech must adhere to and comply fully with the Code, including the requirement to report violations of which they become aware.

Designation of a Compliance Officer – The Compliance Officer is responsible for the day-to-day development, management, and enforcement of the Compliance Plan and reports to a body of employees who are higher up the chain of command.



Employee Training at Digitech is handled by Jane Silverman, our Certified Ambulance Compliance Officer. Jane received her JD from Pace Law School, and is responsible for compliance and quality assurance. She also ensures Digitech maintains its SOC 1 Type II

certification and oversees the comprehensive program for compliance, employee training, and Red Flag monitoring and response according to FTC recommended guidelines.

The Compliance Officer's responsibilities include:

- Training: This includes training existing employees for the first time and new employees on a rolling basis. It also includes annual employee re-certification and an annual review of the comprehensive Compliance Plan.
- Responding to the Compliance Hotline: This includes setting up an anonymous tip hotline as well as documenting and investigating all complaints.
- Updates: The Compliance Officer must remain updated on changes in compliance rules, laws, and regulations in the medical transportation industry and implement these changes.
- Breach Notification: The Compliance Officer must log any breaches that are reported and follow HIPAA breach notification rules to inform the County, and at Cole's discretion, inform patients of any PHI leaks.

Training and Education – At Digitech, training consists of a combination of courses, employee study guides, and periodic testing to ensure that employees understand the material. All employees are required to complete Digitech's training program. The program includes material on HIPAA, HITECH, Red Flags, and Waste, Fraud and Abuse. This is a comprehensive course given by Digitech's Compliance Officer with an overview of rules, laws, and regulations. All employees must score 100% before they are considered certified. Annually, employees are required to complete a refresher course that covers recent changes in healthcare billing and HIPAA issues.

Digitech will establish a toll-free HIPAA Compliance Hotline for use by County officials.

Establishing Open Lines of Communication – Digitech has a Compliance Tip Hotline that is available to our employees 24/7, enabling them to voice concerns anonymously. We make sure that all employees are aware of this hotline by displaying posters with contact information throughout the office. We will publish the name and title of our Compliance Officer for the benefit of the citizens of Cole County, and our toll-free compliance hotline will be available to representatives of Cole County.

The Compliance Officer maintains a documented record of all calls to the Compliance Tip Hotline, actions taken in response to reported incidents, and the resolutions to the concerns raised.

Disciplinary Policies – Digitech expects that the conduct of its directors and employees be held to the highest ethical standards, good judgment, and consideration of others.

Acts that are subject to immediate disciplinary action include, but are not limited to:

- Violating laws, regulations, or Digitech's Code of Conduct
- Directing or encouraging others to violate laws, regulations, or Digitech's Code of Conduct
- Failing to report known or suspected violations of laws, regulations, or Digitech's Code of Conduct
- Interfering with others or being uncooperative during an internal or external investigation
- Retaliation for reporting a concern or violation

Identification of Compliance Risk Areas and Non-Compliance – Digitech takes steps to ensure that we can identify compliance risk areas and areas of non-compliance so that they can be mitigated quickly. Audits are the primary tool used to identify compliance issues. Digitech conducts both internal and external audits. Internal audits are performed by the billing managers and involve reviewing claims on a daily and monthly basis to meet SOC 1 Type II audit requirements. External audits are performed by Page, Wolfberg & Wirth, LLC, an independent professional services firm with expertise in laws relating to medical transportation billing.

The Office of the Inspector General retains the authority to exclude individuals who have engaged in fraudulent activities from billing federally funded health care programs. Checking the Medicare and Medicaid exclusions lists ensures that none of Digitech's employees have taken part in such fraudulent activities and that all staff are eligible to file claims with government entities. New and existing employees are checked on a monthly basis.

Responding to Compliance Issues – In order to make sure that we respond appropriately to any compliance issues that may arise, our billing managers perform random claim audits. As a result, management is involved with the process from beginning to end. If any compliance issues are found, billing managers will meet with the editor of that specific claim, explain the issue, and re-train the employee on how to avoid the issue in the future. Any issues are then corrected so that claims can be billed appropriately.

A Policy of Non-Intimidation and Non-Retaliation – Retaliation for reporting a federal offense is illegal under federal law and Digitech prohibits retaliation against any employee for good-faith reporting of a possible violation of the Code of Conduct or of a law, rule, or regulation. Therefore, any acts of retaliation are not tolerated and can result in immediate suspension or dismissal from the company.

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 submits electronic claims directly to Medicare, Medicaid, and BCBS in the currently accepted 5010 format. In addition, Digitech submits commercial claims electronically whenever possible via Change Healthcare, our clearinghouse. We submit claims on paper CMS-1500 forms for payers not capable of accepting electronic claim filing.

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.
- ¹⁰ 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.
- ⁽³⁾ Legal and compliance advisory services.

This page left blank intentionally.

.

.

.

CERTIFICATE OF INSURANCE

C			DIGICOM-01 DIATE LIABILITY INSURANCE 12 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HO					
CERT	CERTIFICATE IS ISSUED AS A MA TIFICATE DOES NOT AFFIRMATIVEL DW. THIS CERTIFICATE OF INSURA RESENTATIVE OR PRODUCER, AND TI	Y OR NEGATIVELY AMEND, INCE DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	OVERAGE AFFORDED E	BY THE POLICIES		
If SU	ORTANT: If the certificate holder is a JBROGATION IS WAIVED, subject to certificate does not confer rights to the	the terms and conditions of	the policy, certain ich endorsement(s)	policies may	NAL INSURED provisions require an endorsement	s or be endorsed. . A statement on		
Lawley 4 Manh Suite 10	ER License # BR-868164 Westchester Grp LLC attanville Rd 07		CONTACT NAME: PHONE (AC. No. Ext): 1 (914 E-MAIL ADDRESS:) 345-7000	FAX (APC, Noj: 1	(866) 211-4683		
	se, NY 10577		INSURER A : Sentine INSURER B : Federal	I Insurance		NAIC # 11000 20281		
INSURED	, Digitech Computer Inc 480 Bedford Road Bldg 600, 2nd Floor Chappaqua, NY 10514		INSURER D : INSURER D : INSURER E :	mourance		10101		
			INSURER F :					
		CATE NUMBER:	WAVE REEN ROUED		REVISION NUMBER:	E POLICY PERIOD		
INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIES OF ATED. NOTWITHSTANDING ANY REQUI INFIGATE MAY BE ISSUED OR MAY PER USIONS AND CONDITIONS OF SUCH POLIC	REMENT, TERM OR CONDITIO TAIN, THE INSURANCE AFFOR CIES, LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPECT	CT TO WHICH THIS		
NSR		SUBR POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	1 000 00		
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X	01SBAAW4097	01/11/2018	01/11/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	s 1,000,00 s 10,00 s 1,000,00 s 2,000,00		
<u>X</u>	POLICY PRO- OTHER LIABILITY				COMBINED SINGLE LIMIT	s 2,000,00 s 1,000,00		
<u>x</u>	ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS	01SBAAW4097	01/11/2018	01/11/2019	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	s s		
AX	UMBRELLA LIAB X OCCUR					s 5,000,00		
<u> </u>	EXCESS LIAB CLAIMS-MADE DED X RETENTION S 10,000	01SBAAW4097	01/11/2018	01/11/2019	AGGREGATE	s 5,000,00 s		
A WO	RKERS COMPENSATION D EMPLOYERS' LIABILITY	01WECDW1840	04/44/2019	01/11/2019	X STATUTE OTH-	1,000,00		
ANY CFF (Ma	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? N/A Indatory in NH)	01WECDW1840	01/11/2018	01/11/2019	E L DISEASE - EA EMPLOYEE	1 000 00		
B Pro	es, describe under SCRIPTION OF OPERATIONS below ofessional Liab ofessional Liabili	82500934 82500934		07/11/2019 07/11/2019	EL DISEASE - POLICY LIMIT Limit/Aggregate Deductible	<u>\$</u> 1,000,00 3,000,00 25,00		
he Cou	TION OF OPERATIONS / LOCATIONS / VEHICLES (A anty of Cole is is included as additional in conditions, exclusions and as required by	isureds on a primary and non c	le, may be atlached if mor ontributory basis wi	e space is requir th respect to	^{ed)} the general liability policy	as per policy		
CERTI	FICATE HOLDER		CANCELLATION					
	Cole County Commission 311 East High Street		SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.	NCELLED BEFORE E DELIVERED IN		
	Room 200, Jefferson City, MO 65101							
1 2 2 3 4	D 25 (2016/03)		@ 10		ORD CORPORATION. A	Il sinkte second		

CONFERS D OR ALT DNTRACT s) must ha y, certain [sement(s) x1: 1 (914) k1: Sentine a : Sentine	ER THE CC BETWEEN ve ADDITIO! policies may	UPON THE CERTIFICATE DVERAGE AFFORDED BY THE ISSUING INSURER(S), NAL INSURED provisions c require an endorsement. FAX, Noj: 1 (I RDING COVERAGE	AUTHORIZED
CONFERS D OR ALT DNTRACT s) must ha y, certain [sement(s) x1: 1 (914) k1: Sentine a : Sentine	NO RIGHTS FER THE CC BETWEEN ve ADDITION policies may) 345-7000 NURER(S) AFFOR I Insurance	UPON THE CERTIFICATE VERAGE AFFORDED BY THE ISSUING INSURER(S) NAL INSURED provisions of require an endorsement FAX, Noi: 1 (I RDING COVERAGE	HOLDER, THIS THE POLICIES AUTHORIZED or be endorsed. A statement on 3666) 211-4683
s) must ha s) must ha y, certain r sement(s) xi): 1 (914) ks sentine a: Sentine a: Federal	ER THE CC BETWEEN ve ADDITIO! policies may	VERAGE AFFORDED BY THE ISSUING INSURER(S) NAL INSURED provisions of require an endorsement. FAX (AC, Noj: 1 (1 RDING COVERAGE	THE POLICIES AUTHORIZED or be endorsed. A statement on 3666) 211-4683
y, certain ; sement(s) xt): 1 (914) ws a : Sentine a : Federal) 345-7000 URER(S) AFFOR	FAX FAX (AC, Noj: 1 (i RDING COVERAGE	366) 211-4683
xt): 1 (914) WS A : Sentine B : Federal) 345-7000 ^{IURER(S) AFFOR} I Insurance	IDING COVERAGE	1
NS Sentine Federal	URER(S) AFFOR	IDING COVERAGE	1
sentine Sentine: Eederal	I Insurance		
Sentine Federal	I Insurance		
a : Federal			11000
	insurance		20281
: :			
) :			
:		****	
':			
NISSIED 1	THE INSUE	ED NAMED ABOVE FOR THE	POLICY PERIOD
THE POLICI	ES DESCRIB PAID CLAIMS.	COOCUMENT WITH RESPECT	10 MUICH IUI9
OLICY EFF	POLICY EXP	LINUTS	
		EACH OCCURRENCE \$	1,000,00
1/11/2019	01/11/2020		10,00
			1,000,00
		1	2,000,00
		PRODUCTS - COMPACE AGG 5	2,000,00
		s	
		(Ea accident)	1,000,00
01/11/2019	01/11/2020	BODILY INJURY (Per parson) \$	
		BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
		(Per accident) 5	
		FACH OCCURRENCE \$	5,000,00
1/11/2019	01/11/2020	AGGREGATE \$	5,000,00
		\$	
		X PER OTH-	4 000 00
1/11/2018	01/11/2019	E.L. EACH ACCIDENT 5	1,000,00
		EL DISEASE - EA EMPLOYEE S	1,000,00
7/11/2018	07/11/2019		3,000,00
			25,00
	: N ISSUED T CONTRAI HE POLIC JUCED BY OUCY EFF MIDDAYYYY 1/11/2019 1/11/2019 1/11/2019 1/11/2019 1/11/2018 7/11/2018	: N ISSUED TO THE INSUF CONTRACT OR OTHER HE POLICIES DESCRIB JUCED BY PAID CLAIMS. OUCY EFF MIDDAYYYO IMMODAYYYA 1/11/2019 01/11/2020 1/11/2019 01/11/2020 1/11/2018 01/11/2019 7/11/2018 07/11/2019 7/11/2018 07/11/2019	REVISION NUMBER: REVISION NUMBER: N ISSUED TO THE INSURED NAMED ABOVE FOR THE Y CONTRACT OR OTHER DOCUMENT WITH RESPECT ME POLICIES DESCRIBED HEREIN IS SUBJECT TO / JUCED BY PAID CLAIMS. OULCY EFF MMDDAYYYN MMDDAYYYN MMDDAYYYN MMDDAYYYN MMDDAYYYN MMDDAYYN MMDDAYNYN POLLTERSCE MED EXP (Any one person) PROBENY DANAGE SODLY INJURY (Per accident) PROPERTY DANAGE Fromery DANAGE MUT1/2019 01/11/2020 BODLY INJURY (Per accident)

PRICING PROPOSAL

Digitech is confident that we will increase collections for Cole County as we have in every other instance where we have been contracted. We are offering a fee of **3.95%** of Net Collected Revenue¹⁶. We have prepared this proposal under several basic assumptions, including the following:

- All billing, collection, and transport data provided by the County in its RFP is accurate and it is understood by both parties that Digitech has relied on Cole County data for pricing purposes.
- Cole County will provide reasonably complete demographic information as part of your Patient Care Reports and it is understood that crews will make best efforts to provide insurance information, social security numbers, and other demographic information.
- Cole County will provide remittance information within 24 hours of receiving it.

After the contract award, good faith negotiations will take place during which both Cole County and Digitech can discuss and negotiate specific requirements of the RFP.

Summary of Features Included in Digitech's Price

- All hardware and software required by Digitech personnel to accurately and efficiently perform medical transport billing and collection
- All mailing forms, billing forms, insurance forms, and envelopes necessary to perform all billing functions
- Any postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys
- Availability of a national toll free 800 number for patients, Cole County personnel, insurance companies, attorneys, and third parties to call for information or discussion of account status
- All fees related to our national consumer database (Change Healthcare and Experian) searches for patient demographic information
- All fees related to the electronic submission of claims
- All fees and expenses associated with the hosting of our application
- An electronic interface to the County's ePCR system or to any future ePCR system chosen by the County during the term of the contract
- Ongoing review of ePCR documentation by qualified Digitech staff
- Ongoing review and analysis of rates, policies, and procedures with County officials
- Onsite, in-depth documentation compliance training for Cole County medics
 - Regular meetings for review of performance on a mutually-agreed upon schedule

¹⁶ Net Collected Revenue is defined as total collected revenue less refunds.



Expert EMS Billing and Technology

Report Samples

Digitech Computer, Inc. 480 Bedford Rd Chappaqua, NY 10514

914.741.1919 914.741.2818 (fax)

20-0134 Exhibit 2

www.digitechcomputer.com

TABLE OF CONTENTS

ANTIN' CONTRACTOR

MONTHLY PUSH REPORTS	2
SCORECARDS	
SCORECARDS	
SUMMARY OF SCORECARD FUNCTIONALITY	
THE ANALYTICAL SCORECARD	
THE FINANCIAL SCORECARD	
REPORTING SYSTEM	24
STANDARD ONLINE REPORTS AND FUNCTION OVERVIEW	
ACCOUNTING REPORTS	
SALES REPORT	
SAMPLE SALES REPORTS	
BILLING AND BACK OFFICE REPORTS	
NOTE REPORT	
SAMPLE NOTES REPORT	29
DATA DUMP	
DISPATCH AND OPERATIONAL REPORTS	
CALL VOLUME - CONDITION BY SOURCE REPORT	
SAMPLE CALL VOLUME - CONDITION BY SOURCE REPORT	
SAMPLE CONDITION BY SOURCE REPORT	
MANAGEMENT REPORTS	
Dashboard 🚈	
PCR Lens 9	

MONTHLY PUSH REPORTS

Digitech sends each client the following monthly package of Transport and Accounting reports:

20-0134 Exhibit 2

All reports can be saved to a variety of file formats including Microsoft Word, Excel, Access, Crystal Reports, and Adobe Portable Document Format.

a attacher

SCORECARDS

1000

Primary oversight and reporting functions available through Digitech's *Ambulance Commander*[®] servicing system include the following:

Scorecards

State State of U

Ambulance Commander[®] Scorecards combine performance information into online realtime snapshots from which Client employees can drill down all the way to the individual patient, claim, or transaction level for all processing events and performance measures. They include the *Ambulance Commander*[®] Analytical Scorecard and the *Ambulance Commander*[®] Financial Scorecard.

Reports	Tools	Admin	Window	DCBilling	DCAdmin	LastTrips		
Acc	ounting R	eports						
Billin	ng and Ba	ck Office	Reports	· Heritan				
Dask	hboard			2.19				
Data Dump				 • When 				
Dispatch and Operational Reports			al Reports	 Image: A second s	and the second second			
Mar	agement	Reports		*	Analytical Scoreca			
		1	100	1	Financial Scor	ecard		

Summary of Scorecard Functionality

The following sections illustrate the functionality of the Scorecards available through Digitech.

The Analytical Scorecard

The Analytical Scorecard functionality analyzes claim costs and charges on a per-Carrier or Major Payer level. The filter dialog for the report, shown below, follows the same conventions as those of the Sales, Receivables, and Adjustments Reports. Users may choose one or more options for Trip Priority, Financial Groups, Service Level, Trip Class, and Company data to include in a report. (Note the option to calculate transports by Financial Group.)

The Financial Scorecard

Our Financial Scorecard gives the user online access to instantly review all receivables and view a breakdown of data by governmental and third-party payers, as well as, private-pay patients. Users can view (and with proper authorizations, edit) the financial details of any claim in the system, down to the individual transaction level.

REPORTING SYSTEM

Digitech's servicing system provides hundreds of report variations to select from. The most common categories of reports accessed by Digitech clients are Sales Reports, Adjustment Reports, Receivable Reports, Billing Reports, and Cash Receipt Reports.

Reports detailing metrics and processing events cover a myriad of functions, for example, call taking, patient data updates, claims denials, etc.

Standard Online Reports and Function Overview

The *Ambulance Commander*[®] system offers a large number of standard reports out of the box. For length reasons, this document does not show samples of all of them, but their names and descriptions appear in this section Standard accounting reports include the Accounting Roll Forward Report, Accounts Receivables Reports, Adjustment Reports, Cash Receipts Reports, the Closing Utility, and Sales Reports.

The Reports menu contains five report categories:

Accounting

Billing and Back Office

Data Dump

Dispatch and Operational

Management

Reports	Tools	Admin	Window	DC				
Acc	ounting F	Reports		*				
Billing and Back Office Reports								
Dast	hboard							
Data	Dump							
Disp	atch and	Operation	al Reports	,				
Man	agement	Reports						

Accounting Reports

States of the

Accounting Reports enable financial analysis by category.



The Accounting Reports include the following:

Accounting Roll Forward

Accounts Receivables Report

Adjustment Report

Cash Receipts Report

Closing Utility

Sales Report

Billing and Back Office Reports

Billing and Back Office Reports include the following:

Claim Summary Report

Invoice Run History Report

Note Report

Refund Report

Note Report

Note Report

Data Dump

The Data Dump menu provides access to the *Ambulance Commander*[®] system's data export functionality. Authorized users can perform a **Trip & Dollar Dump** to offload trip details and select financial information to a Microsoft Excel spreadsheet or other reporting application, or perform a more targeted, user-defined data dump.

Dispatch and Operational Reports primarily deal with the variables logged in Call Taking forms, such as call volume, cancellation reasons, response times, trip counts, and so on.

Specifically, Dispatch and Operational Reports include:

Call Volume - Condition by Source Report

Daily Call Volume Report

Day of Week by Time of Day Report

Denied / Submitted Report

Fractile Response Time Report

UHU Report

Volume by Financial Group Report

Volume by Origin Monthly Report

Management Reports

SUPERIOR STATES

Management Reports consist of the Analytical Scorecard and Financial Scorecard.

Acc	ounting Reports						
Billin	ng and Back Offic I Dump	e Reports	*				
Disp	atch and Operation	onal Reports					
Man	agement Reports			An	Analytical Scorecard		
	All States			Fin	ancial Score	ecard	

Full details of the Analytical Scorecard on page 22.

Full details of the Financial Scorecard on page 23.

Dashboard

S. COL

Dashboard brings EMS operational and financial data into an easy-to-use, intuitive interface that enables managers, administrators, and business analysts to get a real-time picture of any aspect of their operations. Using the right click function, you are able to go deeper and deeper into statistics, eventually leading to individual claims, as shown below.

HELPING HAND MEDICAL CENTER

JOHNSON HOSPITAL

GOOD SAMARITAN HOSPITAL

DOWNTOWN GENERAL

INNER BAY MEDICAL

OUR LADY OF THE BAY

SAINT CECILIA HOSPITAL

MEMORIAL HOSPITAL

SISTERS OF MERCY HOSPITAL



Print	5 of 1/1/2013 to	- House the								-		The second second	
Cats - R.S	Destrution -	BON SECO	US. Francai Cla	- PATIENT									
													1
Aug. 4 110, 2011	and a family	1 2 3											
DOS	Confirm #	Patert	Destruction	Noty	trp Cess	Level of Service	Unt	Gross Ch	Net Charge	Feid	Due	Active Carter	
01/01/2013	9092	19	(interested)	1	1 44	C.GLADARDINE	15000	100 C (195	Stut.	(0100)	son¢.	NT DIRENA	1
0101/2017	9206	- mainter	SON SECOLES	Emergency	83	BLS EMERCENCY	71/4*	\$443.22	\$440.72	\$2.00	\$0.00	PATIENT PRIVA	
61/01/2013	9303	in the second second	BON SECOLAS	Energence	55	BUT EMERICENCY	TN:4*	1431.48	\$433.48	\$9.00	\$3.00	PATENT PROVA	-
01/01/2013	7433	-	BON SECOLAS	Energency	BLS	BLS EMERGENCY	74/4-	\$133.48	\$413.48	\$0.50	\$0.00	PATENT PRIVA	
01/01/2013	10183		BON SECOURS	Energence	2.5	ILS IMERGENCY	*v.4*	\$460.44	\$440.22	50 00	\$440 72 1	PATIENT PRIVA	
01/02/2010	3511		104 92 00, 95	(nerpence	85	ILS EMERGENCY	744*	\$428.74	\$435.74	\$9.00	\$0.00	PATRINT PRIVA	
01/02/2013	\$557		BIN SCORES	trepris	5.5	BUS EMERCENCY	76.4*	1442 22	\$440.22	\$0.00	\$2.00	ATEN DETA	
01/02/2013	Wed 1		BOT DECOURS	Grier genine	85	BUS DERICENCY	*6/4*	\$428.74	\$425.74	\$126.74	\$300.000	PATIENT PROVA	
0103/0013	9765	-	BON SECO.RS.	Energence	BLS.	BLS EMERGENCY	764*	\$4.12 -45	\$413.48	\$0.00	\$0.00	PATIENT PRIVA	
01/03/2013	6814		DON SECOLAS	Environter.	3.5	AS IMPORT	** (A *	\$457.40	1452.70	\$0.00	\$453 70 1	PATENT PSTA	
01/03/2017	9879	- 141	NUNCTER	(megerie	8.5	BSIMBORC'	".A"	\$456.74	\$425.74	\$0.02	\$0.00	PATERNT PRIVA	
0101/2011	w17	101.14	SON XCOURS	treepers	645	as mendered	76.4*	\$440.52	\$+40.22	\$0 00	\$0.00	PATENT POLA.	
0101/2511	1066	And in case	BON SECONES	the genty	5.5	RS DERGERCY	744"	\$440.22	\$ 440 22	\$0.00	\$0.00 7	PATERT PRIVA .	e l
01/03/2011	-14874	-	BON SECOLAS	Eresting	RUS	ALS IMERCIPIC?	· ·	\$445.22	\$440.22	\$9.00	\$0.00	ATENT PRIVA	e.
01/03/2013	100 (5		SON SECONES	tropen	5.5	N S PMER GPACE		3428.74	\$428.74	\$0.00	\$3.00 7	ATENT PRIVA.	
01047017	2067	14000	REFERENCES	tregeror	5.5	BS IMCROMO	74.4"	\$433.49	\$433 4 <u>1</u>	\$2.02	\$433.48	PATERT PRIVA .	
01042(1)	3,87.6.7		5060100.85	teergen.	20	BS DESCRIPTION	~. s*	\$420.74	\$430 74	\$0 00	\$2.00	ATENT PROVA .	
01/04/2013	2008 ¹	-	SON SECOND	Seven	2.5	BUS EMERICENCY	*c4*	\$4.5.74	\$428.74	\$0.00	\$2.00	ATIENT PRIVA.	d.
52542013	35463	194.75	306-9200.45	Snegeric	2.5	BUS ENERGENCY	*. A*	\$+40.22	\$440.22	\$0.08	\$2.40 7	ATEN PRIVA.	
Tresceits													-1

PCR Lens 9

PCR Lens measures how completely and accurately crews collect field data. Administrators are able to compare the efficiency of medics to others in the service, as well as to crews in other services. *PCR Lens* includes a feature that allows users to compare the accuracy of pre-hospital data collection with the same data after it has been pushed through Digitech's error-trapping utilities, matched against national demographic databases, and reviewed and edited by Digitech's certified ambulance coders during the creation of the claim. *PCR Lens* helps administrators to make sense of the mountains of field data collected by their medics, pinpoint problems, and identify high-performance individuals or teams.



Expert EMS Billing and Technology

Résumés of Key Personnel

Digitech Computer, Inc. 480 Bedford Rd Chappaqua, NY 10514

0434 Exhibit 2

914.741.1919 914.741.2818 (fax)

www.digitechcomputer.com

MARK SCHIOWITZ - PRESIDENT & CEO

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (1984-Present)

President & CEO

Founded business and wrote first version of *Ambulance Commander* software. Successfully directed the firm's growth to become the only ambulance billing company that has created and regularly updates its own award-winning technology for multiple Tier One clients. Remains actively involved in all aspects of the company's business and oversees the execution of all contracts.

GERALD METALS, INC., Stamford, CT (1982-1984)

Began a trading desk that focused on new financial products offered at COMEX and MERC, including Options on Bond Futures and Options on Gold Futures. Reworked the Black and Scholes Options Volatility Pricing Models for new futures markets and traded these instruments.

LOMBARD WALL, INC., New York, NY (1981-1982)

Worked in the research area developing computer trading systems that defined the buy and sell points based on trending algorithms. Later moved to the trading desks to trade short-term government securities for the firm's portfolio.

E.F. HUTTON, INC., New York, NY (1979-1981)

Graduated from Management Training Program. Managed back office operations. Moved to Corporate Bond desk and became a junior fixed income trader.

EDUCATION

Bachelors Degree in Economics – 1979 Bucknell University

AFFILIATIONS

- American Ambulance Association
- Commission on Accreditation of Ambulance Services
- Health Financial Management Association
- International Association of Fire Chiefs
- North Central EMS Cooperative
- New York State Volunteer Ambulance & Rescue Association



JOYCE KERULO – SENIOR VICE PRESIDENT OF BILLING SERVICES

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (1994-Present)

Senior Vice President of Billing Services

Oversees the processing of more than \$1 billion in ambulance claims annually. Manages a staff of eight managers and over 80 billing specialists.

Key Achievements:

- Supervises all aspects of billing service
- Manages department budget

EDWARD EHRBAR, INC., Pelham, NY (1986-1993)

Assistant Controller

Oversaw all aspects of Accounting Department including AP, AR, and Payroll. Provided financial reporting. Managed a staff of 15 employees.

MEDICAB, INC. OF NEW YORK

Assistant Controller

Provided direct support to billing staff. Managed a team of 8 employees. Supervised all aspects of the Accounting Department, including AP, AR, and Payroll. Provided financial reporting.

EDUCATION

Bachelor of Science in Accounting – 1982 Manhattan College

CERTIFICATIONS

CAC Certificate – June 2013

AFFILIATIONS

New Castle Parks & Recreation Commissioner New Castle Girls Soccer Coach Chair of the New Family Outreach Committee



WALTER C. PICKETT – SENIOR VICE PRESIDENT OF DEPLOYMENT & SUPPORT

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (1994-Present)

Senior Vice President of Deployment and Support (1999-Present)

Manages team of software trainers, technical support staff, and software developers. Directly oversees all aspects of new client implementation. Works closely with new clients to ensure that any system customizations, including custom reporting requirements, are implemented before Go-Live date.

Customer Service Representative & Programmer (1994-1999)

Responsible for all customer support issues. Made required and customized program modifications. Setup and maintained hardware and networks for Digitech and clients.

CELLULAR ONE, Paramus, NJ (1994)

Received incoming calls from customers who had questions about their bill. Made outgoing calls to customers who were behind in payment.

EDUCATION

Bachelor of Science in Mathematics – 1994 Susquehanna University

AFFILIATIONS

New York Ambulette Coalition



BRAD STUART – VP OF BILLING SOFTWARE

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (2002-Present)

VP of Billing Software

Initially hired as a Software Developer and promoted twice into roles of increasing technical and professional responsibility. Directs a staff of four software developers, overseeing new development and maintenance of medical

Key Achievements:

- Uses Agile/Scrum and Object-Oriented Programming (OOPS) methodologies to develop C# in the .Net framework (Visual Studio) connecting to MS SQL databases.
- Directly administers or manages MS SQL database administrator functions, Windows Server, IIS administration, and FoxPro development.
- Implements the OnTime project management tool increasing organizational efficiencies and individual/team accountabilities for project execution.
- Provides hands-on facilitation of requirements gathering, developing detailed specifications meeting immediate and future needs, generating high levels of client satisfaction and driving repeat business.
- Mitigates downtime with a dedicated server cluster and deployed SolarWinds for performance monitoring.
- Maintains compliance with all applicable statutes and reporting regulations, including HIPAA and SOC-1.

Significant Projects:

Currently involved in architecture reviews with individual clients for PCI compliance.

billing, remittance posting, claim eligibility, patient portal, and file sending and receiving automation.

- Automated file sending and receiving functions for billing, reducing labor by approximately 6,000 hours annually.
- Developed and deployed the 835 remittance feature, significantly reducing time required for postings by automated file imports.
- Designed file conversion feature for converting printed bills to PDF format for email, eliminating postal delivery and associated expenses.
- Teamed with clients in providing MS SQL replications, reducing potential downtime and data loss.

FRONTLINE COMMUNICATIONS, Pearl River, NY (1998-2002)

Network Administrator/Web Developer

Designed, developed, and monitored e-commerce websites. Managed customer and corporate websites of Frontline Communications' live sites and company clients' websites.

Key Achievements:

- . Maintained and developed applications such as "web mail" for customers
- Installed, configured, and maintained mail servers for thousands of customers
- Oversaw and maintained MS SQL server databases

EDUCATION

Associates Degree in Computer Programming, cum laude - September 2000 College of Westchester

Bachelors Degree in Computer Science - May 1997 Pace University



BENJAMIN LAMBERT – VICE PRESIDENT OF TECHNOLOGY

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (2002-Present)

Vice President of Technology

Oversees Development and IT teams. Focuses on process analysis, automation, and innovation. Manages resource allocation for IT and Development. Provides expert advice on Digitech strategies and direction.

Key Achievements:

- Served as a leader and driving force in rewriting the Ambulance Commander software suite
- Conception and design of advanced billing technologies
- Led the migration to a virtualized infrastructure

Senior Software Engineer (2002-2012)

Designed and implemented an import engine to integrate with third-party ePCR vendors using XML over ASP.NET web services. Introduced real-time insurance eligibility. Revolutionized claim editing and coding process.

Key Achievements:

- Team leader for the redesign of Ambulance Commander® using a Microsoft .NET/SQL Server framework
- Introduced aggregated processing and reporting across all agency databases, driving Digitech to heightened levels
 of transparency and efficiency
- Conceptualized and oversaw development of an automated alert system to seek out issues and inefficiencies by comparing historical and real-time data
- Lead developer and project manager for proprietary SecureDocs system, which provides Web-based access to millions of EMS documents

ACCESS TECHNOLOGIES GROUP, Plymouth Meeting, PA (2001-2002)

ColdFusion Programmer

MEIXLER TECHNOLOGIES, Drexel, PA (2001-2002)

Visual Basic Development Consultant

EDUCATION

Executive MBA – Valedictorian – July 2009 Pace University

Bachelor of Science in Information Technologies – June 2007 University of Phoenix

Bachelor of Arts in Music Theory Studies – January 2001 Temple University



JANE SILVERMAN – CHIEF COMPLIANCE OFFICER

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (2014-Present)

Chief Compliance Officer

Oversees compliance training for all Digitech employees. Ensures that company practices are in compliance with all federal, state, and local statutes and regulations. Conducts compliance investigations and coordinates any necessary reporting. Provides clients with any necessary compliance training, compliance plan development support, and consultation on fee schedules.

STEVEN JON LEVINE, ESQ., White Plains, NY (2010-2014)

Associate

Provided civil legal services. Trained mediator for matrimonial and family law.

NYS ASSEMBLY, North White Plains, NY (2003-2005)

Director of Constituent Services

Provided assistance to constituents to access NYS agencies and authorities.

PAYNE WHITNEY CLINIC - NEW YORK HOSPITAL CENTER, NY (1990-1995)

Senior Social Worker

NYS PSYCHIATRIC INSTITUTE, New York, NY (1988-1990)

Research Social Worker

BELLEVUE HOSPITAL CENTER, New York, NY (1985-1988)

Clinical Social Worker

EDUCATION

Juris Doctor – 2009 Pace Law School

Master of Science - 1985 Columbia University School of Social Work

Bachelor of Science in Psychology – 1982 University of Michigan

AFFILIATIONS

Westchester Women's Bar Association - Co-Chair of Mediation Committee

Westchester County Bar Association

New York State Bar Association



MITCHEL HOLDER – EXECUTIVE DIRECTOR OF ANALYTICS

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (2017-Present)

Client Liaison

Works with clients on reporting and data analytics, helping to create custom reports and to address any other needs that may arise.

Gwinnett County Fire Services, Lawrenceville, GA (1990-2017)

Battalion Chief/Business Services (2010-2017)

- Develops and coordinates a \$100,000,000 Operating, Capital, and IT budget for the fire department
- Manages emergency medical transport billing that resulted in an improved revenue from \$9,000,000 in 2009 to \$16,000,000 in 2016
- Approves and facilitates purchases of capital assets that include facilities, apparatus and equipment
- Writes and manages contracts, Business Service Agreements, and Requests for Proposals
- Responsible for writing the fire department's current HIPAA compliance plan
- Served on Gwinnett County's Sole Source Standardization committee to provide oversight of sole provider services
- Observes, supervises, and evaluates employees while providing feedback to enhance and improve productivity
- Serves on the State EMS committee to negotiate healthcare reimbursement with Georgia Medicaid

Medical Supervisor (2006-2009)

- Functioned as an extension of the EMS Medical Director for the purposes of ensuring Continuous Quality Improvement (CQI) and providing medical-legal risk management in EMS
- Played a key role as facilitator on committees with the fire department's medical director, emergency room
 physicians, surgeons and anesthesiologists in order to foster positive working relationships between the fire
 services and hospital professionals
- Developed initiatives within the fire services and the committee that led to better patient care and outcomes
- Established Key Performance Indicators to provide a measurement of performance for the fire service paramedics as well as the emergency room staff
- Sold the idea of improving overall health of community and the importance thereof with a focus on evidenced based medicine as well as patient outcomes
- Established quality management programs for field paramedics
- Investigated and completed reports on EMS related incidents and unusual occurrences in an effort to maintain integrity of proactive and aggressive Medical Operations and Standing Medical Orders
- Performed research and development under the direction of the Medical Director
- Served as an ongoing critical thinking resource for field personnel

Firefighter/Paramedic, Driver Engineer, Lieutenant, Captain (1990-2005)

EDUCATION

Level 1 and Level 2 certificate in local government finance officer program University of Georgia, Carl Vinson Institute of Government

Business Management courses totaling 132 hours Liberty University

Instructor Licenses for the following: ACLS, PHTLS, PALS, CPR, and BTLS



BILL MYERS – EXECUTIVE DIRECTOR OF MUNICIPAL RELATIONS

PROFESSIONAL EXPERIENCE

DIGITECH COMPUTER, INC., Chappaqua, NY (2018-Present)

Executive Director of Municipal Relations

Works with clients on reporting and data analytics, helping to create custom reports and to address any other needs that may arise.

GWINNETT COUNTY FIRE AND EMERGENCY SERVICES, Lawrenceville, GA (1983-2013)

Promoted through all of the ranks to the position of:

Fire Chief - Director

Responsible for the operation, supervision, administrative matters, growth & development, and management control of the Fire Department. At the time Gwinnett Fire & Emergency Services consisted of 30 fire stations, providing full service fire and EMS functions to over 815,000 residents through 850 personnel and a budget of over \$81M. Sphere of influence reached all aspects of the County, including budget preparation/management, human resources, material management, and interface with community. Served in the following capacities during tenure as Fire Chief:

- Georgia State Board of Public Safety Governor's Appointment
- Southeastern Association of Fire Chiefs Georgia State Director
- Region III EMS Council Vice-Chair
- County-wide 911 Advisory Committee Chair
- Georgia Search & Rescue Executive Committee Chair
- Gwinnett Homeland Security Steering Committee
- Healthcare Emergency Steering Committee
- Emergency Medical Service Director

UNITED STATES NAVY (1979-1984)

EDUCATION

Associate of Science in Fire Science – 1998 Pikes Peak College

Executive Fire Officer Program – 2004 National Fire Academy

AFFILIATIONS/AWARDS

International Association of Fire Chiefs Gwinnett Fire Academy Star of Life Award Gwinnett Fire Academy Academic Award Pikes Peak College Academic Excellence Georgia Association of Fire Chiefs National Fire Academy Alumni Jaycees Firefighter of the Year Society of NFA Instructors Georgia Association of EMS 2012 Georgia Fire Chief of the Year





Expert EMS Billing and Technology

Certifications

Digitech Computer, Inc. 480 Bedford Rd Chappaqua, NY 10514

0-0134 Exhibit 2

914.741.1919 914.741.2818 (fax)

www.digitechcomputer.com


National Academy of Ambulance Coding	м
Certifies That	
Cathy Tenzyk	
Has satisfactorily completed the course of study p	escribed for
Has satisfactorily completed the course of study pr Certified Ambulance	
Certified Ambulance	





134 Exhibit 2

Fallonal Academp of Ambulance Complian.	This certifies that	Jane Silberman	has successfully completed the course of study prescribed to be awarded this certificate as a	Certified Ambulance Compliance Officer	Given this twelfth day of October, 2014	Vorte control of the second se
L'ational Academp of Ambulance C	This certifies that	Jane Silberman	has successfully completed the course of study prescribed to be awarded this certificate as a	Certified Ambulance Compliance	twelftly day of October	Reinformation and a second



Expert EMS Billing and Technology

Sample Patient Statements

Digitech Computer, Inc. 480 Bedford Rd Chappaqua, NY 10514

7-0134 Exhibit 2

914.741.1919 914.741.2818 (fax)

www.digitechcomputer.com

Digitech®

Expert EMS billing and technology

Sample Patient Statements

- A. Patient Invoice Samples Notice 1,2, and 3
- B. Patient Payment Plan Notes
- C. Patient Receipt
- D. Patient Statement

20-0134 EXHIBIC 2

 י סע א ו	CITY OF SAMPLE DIGITECH COMPUTER, INC. BILLING ON BEHALF OF SAMPLE 480 BEDFORD ROAD, BLDG 600 CHAPPAQUA, NY 10514 RETURN SERVICE REQUESTED	- 2nd FL	- 5	TATEMENT D 11/18/14 HOW AMOU ▼ Payn CITY OF PO BOX	CITYNAME ATE PAYTH SAMPLE	E INFORMATIO PAYAMBULAN IS AMOUNT 090,00 \$	N PLEASE VISIT
has ch	check box if address is incorrect or insurance in anged and indicate change(s) on the reverse sid	e.		PLEASE	-		ITH YOUR PAYMENT N #: 1
TAX ID: 70-0 CITY OF SA		INVC	ICE				M#. 1
	PATIENT NAME	INV.	DCE#	4	INGIDENT		NVOICE DATE
	JOHN TESTPATIENT	DCI	TY00		14000000		12/20/17
ORIGIN: PATIENT F 1 NE MAIN SAMPLE, > DATE 12/12/17		ERFORMED	DESTINA TEST HC 1 TEST S SAMPLE	SPITAL T	15 QTY 1.0 1.0	\$1.075.0 \$15.0	0 \$1,075.00
					UPON	NCE DUE RECEIPT IS INVOICE	: \$1,090.00
INVOICE.	ORWARD YOUR INSURANCE IN						
FOR INQU	IRIES CALL 888-000-0000 MON-1	FRI (8AM-6PM	EST) OR	EMAIL X	XXX@DIGI	ECHCOMF	UTER.COM

ABOUT YOU:

YOUR NAME (Last, First, Middle Inilial)						
ADDRESS						
CITY	STATE	ZIP				
TELEPHONE ()	MARITAL STATUS	Married Divorced Widowed				
EMPLOYER'S NAME						
EMPLOYER'S TELEPHONE						
()						
EMPLOYER'S ADDRESS						
CITY	STATE	ZiP				

20-0134 EXHIBIC2

ABOUT YOUR INSURANCE:

ſ	SOCIAI	SECURIT	Y NUMBER

	· · · · · · · · · · · · · · · · · · ·
YOUR PRIMARY INSURANCE CO. NAME	EFFECTIVE DATE
PRIMARY INSURANCE CO. ADDRESS	TELEPHONE
СПУ	STATE ZIP
POLICYHOLDER'S ID NUMBER	GROUP PLAN NUMBER
YOUR SECONDARY INSURANCE CO. NAME	EFFECTIVE DATE
SECONDARY INSURANCE CO. ADDRESS	TELEPHONE
СПУ	STATE ZIP
POLICYHOLDER'S ID NUMBER	GROUP PLAN NUMBER

CITY OF SAMPLE DIGITECH COMPUTER, INC. BILLING ON BEHALF OF SAMPLE FIRE DEPT 480 BEDFORD ROAD, BLDG 600 - 2nd FL			TOP		NSURANC		TION P	LEASE VISIT
and the	CHAPPAQUA, NY 10514 RETURN SERVICE REQUESTED	2.1.9 1 2		EMENT DATE 12/20/17		S AMOUNT 004.00		INVOICE # DCITY00
AL SE			SHOW	W AMOUNT P	AID HERE:	\$		
Pleas has c	se check box if address is incorrect or insurance inforr hanged and indicate change(s) on the reverse side.	mation	C	▼ Payment CITY OF SAM P.O. BOX 95 SAMPLE, XY	NPLE 104			
TAX ID: 75 CITY OF S	AMPLE				JRN THIS			OUR PAYMEN N #:
1.1.1.1	JOHN TESTPATIENT	DCIT	Party and Concerning Pro-			12/20/17		
ORIGIN:	John Teorr Anen		DESTINATI	State of the local division of the			-11-	
200 BOYE	FROM SCENE) DR XY 12345-1111		SAMPLE MI 1650 W CO SAMPLE, X	LLEGE ST	11			
DATE	DESCRIPTION OF SERVICES PER	RFORMED			QTY	RAT	and the second	AMOUNT \$855.00
12/12/17	A0427 ALS EMERGENCY A0425 MILEAGE A0422 OXYGEN BY BLOW BY				1 2 1	\$855.0 \$15.0 \$119.0	0	\$30.00 \$119.00
					CREDIT	S:		\$0.00
-					UPON F	CE DUE RECEIPT S INVOICI	E:	\$1,004.00
					OF THIS	5 114 4 0101		

EFFECTIVE DATE

TELEPHONE

ZIP

TELEPHONE

ABOUT YOU:

YOUR NAME (Last, First, Middle Initial)	_	
ADDRESS		
СІТҮ	STATE	ZIP
TELEPHONE	MARITAL STATUS Single	 Married Divorced
()	 Separated 	Widowed
EMPLOYER'S NAME		
EMPLOYER'S TELEPHONE		
()		
EMPLOYER'S ADDRESS		
СІТҮ	STATE	ZIP

ABOUT YOUR INSURANCE:

SOCIAL	SECURITY NUM	IBER

CITY

CITY

YOUR PRIMARY INSURANCE CO. NAME

PRIMARY INSURANCE CO. ADDRESS

STATE ZIP POLICYHOLDER'S ID NUMBER GROUP PLAN NUMBER

YOUR SECONDARY INSURANCE CO. NAME EFFECTIVE DATE

SECONDARY INSURANCE CO. ADDRESS

POLICYHOLDER'S ID NUMBER

STATE GROUP PLAN NUMBER

20-0134 Exhibit 2

TO PAY ONLINE: BY CREDIT CARD OR PROVIDE INSURANCE INFORMATION PLEASE VISIT CITYNAME.PAYAMBULANCE.COM

STATEMENT DATE	PAY THIS AMOUNT	INVOICE
12/20/17	\$1,019.00	DCITYO

SHOW AMOUNT PAID HERE: \$

CITY OF SAMPLE P.O. BOX 95104 SAMPLE, XY 12345-1111

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

CITY OF SAMPLE

CHAPPAQUA, NY 10514 RETURN SERVICE REQUESTED

DIGITECH COMPUTER, INC. BILLING ON BEHALF OF SAMPLE FIRE DEPT 480 BEDFORD ROAD, BLDG 600 - 2nd FL

▼ Payment Address ▼

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

TAX ID: 75-6000546 CITY OF SAMPLE INVOICE

N #: 3

5 13-00011113 ATION: E MEDICAL CENTER COLLEGE ST E, XY 12345-1111 QTY RATE 1 \$855.00 1 \$855.00	12/20/17 AMOUNT
E MEDICAL CENTER COLLEGE ST E, XY 12345-1111 QTY RATE 1 \$855.00	
COLLEGE ST E, XY 12345-1111 QTY RATE 1 \$855.00	
1 \$855.00	
3 \$15.00 1 \$119.00	\$855.00 \$45.00 \$119.00
CREDITS:	\$0.00
BALANCE DUE UPON RECEIPT OF THIS INVOICE:	\$1,019.00
	BALANCE DUE UPON RECEIPT

EFFECTIVE DATE

TELEPHONE

TELEPHONE

ZIP

ABOUT YOU:

YOUR NAME (Last, First, Middle Initial)		
ADDRESS		
СІТҮ	STATE	ZIP
TELEPHONE	MARITAL STATUS	 Married Divorced
()	 Single Separated 	= Widowed
EMPLOYER'S NAME		
EMPLOYER'S TELEPHONE		
()		
EMPLOYER'S ADDRESS		
СІТҮ	STATE	ZIP

ABOUT YOUR INSURANCE:

SOCIAL SECURITY NUMBER	

YOUR PRIMARY INSURANCE CO. NAME

PRIMARY INSURANCE CO. ADDRESS

CITY

CITY

STATE ZIP GROUP PLAN NUMBER POLICYHOLDER'S ID NUMBER

YOUR SECONDARY INSURANCE CO. NAME EFFECTIVE DATE

SECONDARY INSURANCE CO. ADDRESS

POLICYHOLDER'S ID NUMBER

STATE

GROUP PLAN NUMBER

Digitech

Expert EMS billing and technology

Patient Payment Plan Notes

Payment Made in the Last 30 Days: THANK YOU FOR YOUR PAYMENT. PLEASE CONTINUE TO MAKE YOUR MONTHLY PAYMENTS.

20-01-04 - 2010011-2

30 Days Since Last Payment:

YOU HAVE AN OPEN BALANCE THAT IS PAST DUE. PLEASE MAKE YOUR PAYMENT IN FULL.

60 Days Since Last Payment (WHEN CLIENT REQUIRES FOUR NOTICES): YOU HAVE AN OPEN BALANCE THAT IS PAST DUE. PLEASE MAKE YOUR PAYMENT IN FULL.

90 Days Since Last Payment (60 DAY NOTICE WHEN CLIENT REQUIRES THREE NOTICES): THIS IS YOUR FINAL NOTICE. YOU HAVE A PAST DUE BALANCE. PLEASE MAKE YOUR PAYMENT IN FULL

20-0134 EXHIDIC2

Receipt

DATE: 02/25/2018

PAGE 1 of 1



CITY OF SAMPLE DIGITECH COMPUTER, INC. BILLING ON BEHALF OF SAMPLE FIRE DEPT 480 BEDFORD ROAD, BLDG 600 - 2nd FL CHAPPAQUA, NY 10514 RETURN SERVICE REQUESTED

TEST PATIENT 1 MAIN ST SAMPLE, XY 12345-1111

					— ———	
Patient Name			Date Of S	ervice	Conf	irmation #
TEST PATIENT		01/04/2	01/04/2018		55	
Origin Address		Destination	Address			
PICK UP FROM SCENE 1 MAIN ST SAMPLE, XY 12345-1111		1650 W COL	EDICAL CENT LLEGE ST Y 12345-1111			
P	Procedure Co	ode - Description	۱	Trans	action	Amount
BCBS OF XY FED	A0427SH-ALS EMERGENCY			Charges		\$1,195.39
BCBS OF XY FED	A0425SH-MILEAGE			Charges		\$30.00
BCBS OF XY FED				Payment		\$1,125.39
PATIENT PRIVATE PAY PATIENT				Payment		\$100.00
				Total Char	rges	\$1,225.39
				Total Adju	stments	
				Total Payr	nents	\$1,225.39
				Balance D)ue	0.00
The balance due	is an estimate based on th	ne informatio	n provided ar	nd is subj	ject to cha	ange.



CITY OF SAMPLE DIGITECH COMPUTER, INC. BILLING ON BEHALF OF SAMPLE FIRE DEPT 480 BEDFORD ROAD, BLDG 600 - 2nd FL CHAPPAQUA, NY 10514 RETURN SERVICE REQUESTED Statement DATE: 02/25/2018

PAGE 1 of 1

TEST PATIENT 1 MAIN ST SAMPLE, XY 12345-1111

Date Of S 01/04/2 tion Address			mation # 55	
tion Address	018	·	55	
SAMPLE MEDICAL CENTER 1650 W COLLEGE ST SAMPLE, XY 12345-1111				
ption	Transact	ion	Amount	
			\$1,195.39	
			\$30.00	
			\$1,125.39	
	Payment		\$100.00	
	Total Charge		\$1,225.39	
	Total Adjustn	nents		
	Total Paymer	nts	\$1,225.39	
	Balance Due		0.00	
ition provided ar	nd is subjec	t to chang	je.	
	ption	ption Transact Charges Payment Payment Total Charges Total Adjustn Total Paymer Balance Due	ption Transaction Charges Charges Payment Payment Total Charges Total Adjustments Total Payments	



Expert EMS Billing and Technology

Red Flag Rules Policy

Digitech Computer, Inc. 480 Bedford Rd Chappaqua, NY 10514

34 Exhibit 2

914.741.1919 914.741.2818 (fax)

www.digitechcomputer.com

RED FLAG RULES POLICY

Digitech Computer, Inc. 480 Bedford Road Bldg. 600, 2nd floor Chappaqua, New York 10514 914.741.1919 888.965.4620 fax www.digitechcomputer.com

POLICY FOR IDENTITY THEFT PREVENTION, DETECTION, AND MITIGATION PROGRAM (June 2009, Updated July 2014, Updated October 2016)

I. Purpose and Overview

The purpose of this Policy is to assure that Digitech Computer, Inc. (Digitech) maintains compliance with the requirements regarding the prevention, detection and mitigation of Identity Theft as set forth in the federal regulations known as the Red Flag Rules.

"Identity Theft" means a fraud committed or attempted using the identifying information of another person without authority. This includes "Medical Identity Theft," i.e., Identity Theft committed for the purpose of obtaining medical services, such as the use of another person's insurance card or number. Although Medical Identity Theft may occur without the knowledge of the individual whose medical identity is stolen, in some cases the use of an individual's medical identity may occur with the knowledge and complicity of that individual.

Examples of "Identifying information" include any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any –Name, Social Security number, date of birth, official State or government issued identification number such as a Medicaid or Medicare number, credit card information and insurance claim information.

This Policy sets forth the steps Digitech will take in implementing a program for detecting, preventing and mitigating Identity Theft (the "Program") in connection with Covered Accounts, as required by the Red Flag Rules. "Covered Account" means:

1. Patient accounts consisting of transportation claim billing and payments for which there is a reasonably foreseeable risk of identity theft.

Section II of this Policy describes the risk assessment Digitech shall conduct on an annually basis. Section III sets forth the "Red Flags" (i.e., warning signs) that may alert Digitech personnel to the possible existence of Identity Theft in the course of Digitech's day to day operations. Section IV sets forth the procedures Digitech will follow in attempting to detect those Red Flags. Section V sets forth the procedures Digitech will follow in responding appropriately to Red Flags that are detected, in order to prevent and mitigate Identity Theft. Section VI sets forth the procedures Digitech will take in responding to a claim by an individual that he has been a victim of Identity Theft. Section VII describes how Digitech will administer the Program. Section VIII describes the annual updating of the Program.

Questions regarding this Policy or the Program shall be directed to the Program Compliance Officer designated pursuant to Section VII.

II. Risk Assessment

Upon initial implementation of the Program, and annually thereafter as a part of the annual update described in Section VIII of this Policy, Digitech shall determine whether it maintains Covered Accounts. As part of that determination, Digitech shall conduct a risk assessment to determine whether it offers or maintains Covered Accounts that carry a reasonably foreseeable risk of identity theft, including financial, operational, compliance, reputation or litigation risks. The risk assessment shall take into consideration:

- 1. The methods Digitech provides to open its accounts;
- 2. The methods it provides to access its accounts; and
- 3. Its previous experiences with identity theft.

III. Identification of Red Flags

A "Red Flag" is a pattern, practice or specific activity that indicates the possible existence of Identity Theft. In other words, a Red Flag is a warning sign regarding the possibility of Identity Theft.

In identifying Red Flags relevant to its operations, Digitech has:

- 1. Reviewed the examples of Red Flags found in the Red Flag Rules;
- 2. Considered the factors specified in Section II above; and
- 3. Incorporated Red Flags from sources such as changes in identity theft risks of which Digitech becomes aware and applicable regulatory guidance.

Based on the process specified in the above, Digitech has identified the following situations as Red Flags that should alert Digitech personnel to the possibility of Identity Theft:

- 1. Information submitted by a patient or entered on the Patient Care Report ("PCR") is inconsistent with information obtained from a consumer credit data base;
- 2. Personal identifying information given by a patient is not consistent with personal identifying information in Digitech's records, or with information provided by an insurance company;
- 3. A patient contacts Digitech and indicates that he or she has received an invoice, explanation of benefits or other document reflecting a transport that the patient claims was never received;
- 4. Digitech receives a warning, alert or notification from a credit reporting agency, law enforcement or other credible source regarding a patient or a patient's insurance information;
- 5. Digitech has suffered a security breach, loss of unprotected data or unauthorized access to patient information;
- 6. A discrepancy exists between medical or demographic information obtained by Digitech from the patient and the information found through other means; and
- 7. Attempts to access an account by persons who cannot provide authenticating information.

Digitech shall update the foregoing list of Red Flags as part of its annual update of the Program.

All Digitech personnel have an affirmative obligation to be vigilant for any evidence of a Red Flag and to notify their immediate supervisor, or the Program Compliance Officer, to report the Red Flag.

IV. Procedures for Identifying Red Flags

Digitech personnel will follow the following procedures in order to detect the Red Flags indicated above, which indicate the possibility of Identity Theft.

Billing personnel, in the course of creating and processing claims, and verifying patient information, shall be alert for the existence of any of the Red Flags listed in Section III above.

Before providing information regarding an account, or making any change to an address or other information associated with an account, the requester shall be required to provide the last four digits of the social security number, full name, date of birth and address of the patient.

In the event billing personnel encounter a Red Flag, the existence of the Red Flag shall be brought to the prompt attention of the individual's supervisor or the Program Compliance Officer so that it can be investigated and addressed, as appropriate, in accordance with the procedures set forth in Section V below.

All employees shall be trained in specific procedures for identifying Red Flags tailored to their specific employment related duties.

V. Responding to Red Flags

When a Red Flag is detected, Digitech personnel shall alert their manager who shall alert the Program Compliance Officer of the detection of a 'Red Flag.'

Digitech's Compliance Officer shall alert Digitech's client via email of the claim where identity theft is suspected.

In the event of a report of identity theft and after Digitech has notified its client, Digitech will await client's instruction on what course of action to take.

VI. Investigation of Report by a Patient of Identity Theft

If an individual contacts Digitech personnel and claims to have been a victim of Identity Theft (e.g., the individual claims to have received a bill for a transport he did not receive), the staff member so informed shall inform his or her manager who shall inform the Program Compliance Officer. The Program Compliance Officer shall then inform the client via email.

VII. Administration of the Program

The Program, and all material changes thereto, shall be approved by Digitech's board of directors, other governing body or an individual at the level of senior management (the "Oversight Body").

A designated employee at the level of senior management shall be designated by the Oversight Body as the Compliance Officer and shall be responsible for the oversight, development and implementation of the Program.

Digitech shall train staff, as needed, to effectively implement the Program. The following categories of personnel shall be trained in the implementation of the Program:

- 1. All billing office personnel;
- 2. All IT and development personnel; and
- 3. All management personnel.

Initial training shall occur no later than August 1, 2009 for all current personnel. Newly hired personnel shall be trained in the implementation of the Program as part of their standard compliance and HIPAA training. "Refresher" training shall be included in the annual compliance and HIPAA training given to Digitech personnel, and may be given to specific employees from time to time on an "as needed" basis.

The Program Compliance Officer shall report to the Oversight Body on an annual basis, on compliance with the Program. The report shall address material matters related to the Program and evaluate issues such as:

- 1. The effectiveness of the Program in addressing the risk of Identity Theft;
- 2. Significant incidents involving Identity Theft and Digitech's response;

VIII. Annual Update of the Program

The Program will be reviewed, revised and updated on an annual basis. In performing such update, Digitech shall consider:

- 1. Digitech's experiences with Identity Theft over the period since the last revision of the Program;
- 2. Changes in methods of Identity Theft, or in methods to detect, prevent and mitigate Identity Theft;
- 3. Changes in Digitech's technology and operations, including any new electronic health record or financial software programs implemented by Digitech; and
- 4. Changes in business arrangements of Digitech, including but not limited to changes in its relationships with Service Providers.



Expert EMS Billing and Technology

Risk Management

Digitech Computer, Inc. 480 Bedford Rd Chappaqua, NY 10514

D134 Exhibit 2

914.741.1919 914.741.2818 (fax)

www.digitechcomputer.com

III Digitech

RISK MANAGEMENT

Risk Management is embedded into all planning and operational activities at Digitech. Risk management is applied within the following broad areas of consideration:

- Liability to Client Risks
- Service Delivery Risks
- Systems and Infrastructure Availability Risks
- Quality Risks
- Personnel Risks
- Information Security Risks
- Financial Risks

Digitech develops contingency strategies to mitigate identified risks and has made significant investments in training and systems to incorporate these strategies and risk management procedures within our daily processing and collections regimen. The following table presents risk factors and mitigation strategies.

Risk Factor	Digitech Mitigation Strategy		
Risk of insufficient financial wherewithal to complete work or sustain operations	Digitech is a financially strong organization with no outstanding business debt and has adequate reserves to ensure successful completion in even the most challenging economic environment.		
Inability to meet requirements throughout period of performance due to risk of billing software inability to meet future functional and scalability requirements	We are the developer of our billing software system and own all right and title to the platform. Modifications to address future requirement are easily implemented. Existing system capacity can accommodate ou clients' claims volume increases in orders of magnitude with existin resources.		
Inability to perform due to loss of facilities, data centers, or other critical infrastructure, communications links, and systems	Digitech operates using comprehensive plans for all perils related to natural disaster or services infrastructure failure. Digitech services clients through two fully redundant data centers, with our primary data center being SAS 70 Type II certified configured for recovery failover. The data centers are geographically separated.		
Risk of loss of data due to events requiring activation of Continuity of Business or Disaster Recovery	Digitech utilizes a continuous back-up and mirroring strategy to ensure the availability of data. Maximum Digitech risk exposure is limited to lose of daily processing time, with no loss of data even in worse case recovery scenario.		
Risk of Protected Health Information compromise	 Digitech has implemented and manages comprehensive security and training programs to ensure the security of information governed by HIPAA and other privacy laws. The scope of security systems includes: Information Systems (e.g., Digitech operates using twin data centers configured for failover.) Security Procedures, Physical Security Systems, Systems Monitoring, Intrusion / Virus protection, and firewall systems. Comprehensive personnel screening. Comprehensive binding terms and conditions within contracts between Digitech and suppliers with outreach security assistance and training for both suppliers and customers. 		

III Digitech

100

3

Risk Factor	Digitech Mitigation Strategy	
Processing delays as a result of Client's ePCR system or supporting communications systems failure.	Digitech has the capability to process PCR's manually and has contingency plans in place for this risk which include transmission of hard copy PCR using alternate communications channels including our SecureDocs Imaging system.	
Risk of loss of key personnel.	For any contract of the length contemplated for this program, there is always a risk of loss of key personnel. Digitech minimizes this through strategies that include cross-training, thorough documentation of job responsibilities and ongoing activities, recruiting, and well-defined and executed training programs.	
Risk of Digitech financial loss due to major perils.	Digitech carries comprehensive insurance coverage for our facilities and infrastructure assets.	
Risk of financial loss due to employee misconduct.	Digitech employs comprehensive personnel screening process to validate the integrity of new hires. Digitech carries high levels of insurance against "employee theft and third-party crime."	
Risk of damage or loss of Good Will toward the client's reputation on the part of the client's patients.	Digitech's customer service and collections strategies, procedures, and employee training all focus on our representation of our client. This ensures that every interaction is professional, compassionate, and oriented exclusively on solving the client's patient's problems – regardless of any other factors.	



September 20, 2018

Ms. Jane Silverman, Esq. Chief Compliance Officer Digitech Computer, Inc.

Dear Ms. Silverman:

This letter is to confirm that Digitech Computer, Inc. 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, 2017 to June 30, 2018 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, 2017 to June 30, 2018. Our independent Service Auditors report addressed 11 Control Objectives and 41 individual business processes and IT Control Activities. During our examination, we applied 72 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 review
- 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 13, 2018, is unqualified and without modification or exception.

Sincerely,

Witherm Smith + Brown, PC

WithumSmith+Brown, PC

WithumSmith+Brown, PC 506 Carnegie Center, Suite 400, Princeton, New Jersey 08540-6243 T (609) 520 1188 F (609) 520 9882 withum.com

PURCHASING DEPARTMENT

COLE COUNTY COMMISSION

311 East High Street, Room 200 | Jefferson City, MO 65101 Tel 573-634-9168 | Fax 573-634-8031 jprenger@colecounty.org

To:All Interested PartiesFrom:Jennifer Prenger, Cole County Purchasing AgentDate:December 3, 2018Re:Addendum One to Cole County Bid No. 2018-36: Emergency Medical Services Billing and Collection

The following information hereby becomes part of the above-referenced Request for Bid and shall be fully considered in the preparation of your response.

- 1. Why has this bid been released at this time?
 - A: This RFP has been released in effort to identify the provider best able to represent the Cole County Emergency Medical Service and maximize its financial return.
- 2. Can you please provide greater details on how proposals will be evaluated and how the selected vendor(s) will be chosen?
 - A: The information available to respondents is outlined in Section 5.1.
- 3. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.
 - A: This question is not pertinent to the RFP.
- 4. Has the current contract gone full term?
 - A: The contract has been in place since July 2009 and was cancellable with 120-day notice.
- 5. Have all options to extend the current contract been exercised?
 - A: The contract has been in place since July 2009 and was cancellable with 120-day notice.
- 6. Who is the incumbent, and how long has the incumbent been providing the requested services?
 - A: The current provider is Quick Med Claims, LLC (formerly Medserv). The contract has been in place since July 2009 and was cancellable with 120-day notice.
- 7. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
 - A: Respondents' headquarter location will have minimal if any impact on the award decision.
- 8. How are fees currently being billed by any incumbent(s), by category, and at what rates?
 - A: Please see section 3.1.

- 9. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
 - A: The amount paid to Quick Med Claims from 12/3/2017 12/2/2018 was \$238,212.90.
- 10. 10. What were your annual gross charges last year or for the last 12 months?
 - A: Please see section 3.1.
- 11. What were your annual total adjustments for last year or for the last 12 months?
 - A: The requested information is not readily available.
- 12. What were your annual gross collections last year or for the last 12 months?
 - A: Please see section 3.1.
- 13. What were your annual billable transports last year or for the last 12 months?
 - A: Please see section 3.1.
- 14. What are your per-mile ground transport charges?
 - A: Please see section 3.1.
- 15. What is your average per-trip charge?
 - A: The requested information is not readily available.
- 16. When were the last changes to your transport rates, and are you considering raising any of the rates currently charged?
 - A: The rates were last adjusted in 2017; the County is not currently considering further rate adjustments at this time.
- 17. Are there any other charges you assess not otherwise covered by our questions?

- 18. What percentage of your patients are residents versus non-residents, and do you charge the two groups differently?
 - A: The County does not charge differently.
- 19. Do you operate any shared services agreements with any other municipal or county governments in the region and, if so, with whom?
 - A: No.

A: No.

- 20. What were your transports per year for life support for last year or for the last 12 months?
 - A: All units are "life support".
- 21. What were your transports per year for advanced life support emergency level 1 for last year or for the last 12 months?
 - A: The requested information is not readily available.
- 22. What were your transports per year for advanced life support emergency level 2 for last year or for the last 12 months?
 - A: The requested information is not readily available.
- 23. What were your transports per year for basic life support for last year or for the last 12 months?
 - A: The requested information is not readily available.
- 24. What were your transports per year for basic life support emergency for last year or for the last 12 months?
 - A: The requested information is not readily available.
- 25. What were your transports per year for specialty care transport for last year or for the last 12 months?

A: None.

- 26. What were your transports per year for treatment without transport for last year or for the last 12 months?
 - A: The requested information is not readily available.
- 27. What is your payer mix expressed as percentages of 100% billed?
 - A: Please see section 3.1.
- 28. What is your payer remit mix expressed as percentages of 100% of what you typically receive?
 - A: Please see section 3.1.
- 29. How many total transport vehicles do you now operate?
 - A: Please see section 3.1.
- 30. What is your average loaded miles per trip?
 - A: The requested information is not readily available.
- 31. What is your average revenue per call?
 - A: The requested information is not readily available.

- 32. Do you have a lockbox provider and, if so, which provider?
 - A: Yes, Central Bank of Jefferson City, Missouri.
- 33. If you have a lockbox provider, will that provider remain in place as a result of this procurement?

A: Yes.

- 34. Do you have an EPCR provider and, if so, which provider?
 - A: Yes, Image Trend Elite.
- 35. Do you have a collection agency provider and, if so, which provider?
 - A: Yes, Weinstein, Karp & Associates.
- 36. Which local hospitals or care facilities typically receive most of your patients?
 - A: Three hospitals receive the majority of CCEMS patients, Capital Regional Medical Center, St. Mary's Hospital, University of Missouri Columbia
- 37. Could you please help me with the following questions:
 - Whether companies from Outside CANADA can apply for this? (like, from India or USA)
 - A: Responses will be considered.
 - Whether we need to come over there for meetings? Can we perform the tasks (related to RFP) outside CANADA (like, from India or USA)
 - A: The successful respondent may be required to attend on site meetings as determined appropriate by Cole County.
 - Can we submit the proposals via email?
 - A: No, please review Section 1.6.

The bid receipt date and time <u>HAVE NOT BEEN CHANGED</u>; submissions will be received until <u>Thursday</u>, <u>December 20 at 3:30 p.m</u>. The deadline for questions is Thursday, December 13, 2018.

I/We have received Addendum Number One to Bid No. 2018-36 and have fully considered the information provided in preparing a response.

Digitech Computer, Inc Name of Company

Mark Schiowitz, President & CEO

lif silo

Agent and Title

Authorized Signature

PURCHASING DEPARTMENT

COLE COUNTY COMMISSION

311 East High Street, Room 200 | Jefferson City, MO 65101 Tel 573-634-9168 | Fax 573-634-8031 jprenger@colecounty.org

To:	All Interested Parties
From:	Jennifer Prenger, Cole County Purchasing Agent
Date:	December 7, 2018
Re:	Addendum Two to Cole County Bid No. 2018-36: Emergency Medical Services Billing and Collection

The following information hereby becomes part of the above-referenced Request for Bid and shall be fully considered in the preparation of your response.

- 1. What is the current cost of services provided by Quick Med Claims?
 - A: The County pays Quick Med Claims 6.75% of the total payments collected.
 2017 Total Paid: \$266,643.61
 2018 YTD Paid: \$219,040.95
- 2. What is the anticipated start date for this contract?
 - A: The current contract expires January 28, 2019.
- 3. Are you open to another posting option other than a lockbox account?
 - A: The County will consider alternate proposals offered by respondents.
- 4. What are your current lockbox fees?
 - A: Lockbox per item fee is \$0.65.
- 5. Who is your lockbox provider?
 - A: Central Bank of Jefferson City, Missouri.
- 6. Can the digital copy of the proposal be provided on a thumb drive or is a CD required?
 - A: A thumb drive is acceptable.
- 7. What was your upfront cost and current annual fees for ImageTrend Elite?
 - A: The total upfront cost was \$66,630 and the annual fee is \$16,500.
- 8. Do you anticipate changing ePCR vendors during the course of the contract?
 - A: No change is anticipated.

- 9. What was the cost of your current hardware?
 - A: This information is not readily available.
- 10. What are your annual mandatory adjustments (Medicare/Medicaid)?
 - A: Contractual Adjustments 2017: \$2,762,212.22 Write-Offs 2017: \$1,517,135.20
- 11. What are your total annual adjustments?
 - A: Contractual Adjustments 2017: \$2,762,212.22 Write-Offs 2017: \$1,517,135.20
- 12. Do you charge from on-scene care (treat/no transport)?
 - A: Our current billing allowed rate is \$350 for treat, no transport.
- 13. Are the amounts in 3.1 correct? The collected is more than the charges.
 - A: The language in the first paragraph of Section 3.1 is hereby deleted and replaced with the following:
 - 3.1 BACKGROUND AND PURPOSE. The County of Cole is requesting proposals from qualified vendors to provide claims processing and revenue recovery services for emergency medical services provided by the Cole County Emergency Medical Services (CCEMS). CCEMS provides emergency medical transports for residents and visitors to Cole County and surrounding geographical areas. The County operates a fleet of 12 ambulances and has a staff of 46 EMS field personnel. For the 2017 year ending 12/31/2017, CCEMS had 7723 claims billed, totaling \$7,257,434.70 gross charges. Net Collected Revenue (defined as total collected revenue less refunds for the same year) was \$3,428,414.71.
- 14. What type of software does the service use?
 - A: ImageTrend. ImageTrend Elite is anticipated to be placed in-service in the next 30-days.
- 15. Will the vendor send the patient to collections after the 3rd invoice?
 - A: The patient will be sent to collections. The County's preferred process is for a monthly document outlining the accounts that are desired to be sent to collections to be sent to EMS administration for validation prior to referral to collection agency.
- 16. Will all the hardware in Appendix A have to be furnished?
 - A: Yes.

- 17. EMSMC would like to verify the net collections amount found on page 10 under 3.1 and the equipment quantities on page 18 please.
 - A: The language in the first paragraph of Section 3.1 is hereby deleted and replaced with the following:
 - 3.2 BACKGROUND AND PURPOSE. The County of Cole is requesting proposals from qualified vendors to provide claims processing and revenue recovery services for emergency medical services provided by the Cole County Emergency Medical Services (CCEMS). CCEMS provides emergency medical transports for residents and visitors to Cole County and surrounding geographical areas. The County operates a fleet of 12 ambulances and has a staff of 46 EMS field personnel. For the 2017 year ending 12/31/2017, CCEMS had 7723 claims billed, totaling \$7,257,434.70 gross charges. Net Collected Revenue (defined as total collected revenue less refunds for the same year) was \$3,428,414.71.

The equipment quantities listed on Attachment A are correct.

- 18. Who is your agency's current billing vendor
 - A: The current provider is Quick Med Claims, LLC (formerly Medserv). The contract has been in place since July 2009 and was cancellable with 120-day notice.
- 19. Are you happy with your current vendor's performance?
 - A: This question is not pertinent to the RFP.
- 20. Please clarify section 3.1, Net Collected Revenue (defined as total collected revenue less refunds for the same year) was \$43,428,414.71. Is this number correct?
 - A: That number is not correct. The language in the first paragraph of Section 3.1 is hereby deleted and replaced with the following:
 - 3.3 BACKGROUND AND PURPOSE. The County of Cole is requesting proposals from qualified vendors to provide claims processing and revenue recovery services for emergency medical services provided by the Cole County Emergency Medical Services (CCEMS). CCEMS provides emergency medical transports for residents and visitors to Cole County and surrounding geographical areas. The County operates a fleet of 12 ambulances and has a staff of 46 EMS field personnel. For the 2017 year ending 12/31/2017, CCEMS had 7723 claims billed, totaling \$7,257,434.70 gross charges. Net Collected Revenue (defined as total collected revenue less refunds for the same year) was \$3,428,414.71.
- 21. Please provide contractual adjustments and write-offs for the 2017 year ending 12/31/2017
 - A: Contractual Adjustments 2017: \$2,762,212.22 Write-Offs 2017: \$1,517,135.20
- 22. Does the county have a preferred hardware vendor point of contact, they would like to use for the refresh of your hardware? If yes, please provide the contact information for that point of contact.
 - A: The County currently utilizes and has a good working relationship with Turn Key Mobile of Jefferson City, Missouri, however, the best pricing option is sought.

- 23. What are your primary transport hospitals and what are the percentage of transports to each hospital?
 - A: Three hospitals receive the majority of CCEMS patients, Capital Regional Medical Center, St. Mary's Hospital, and University of Missouri Columbia. The percentage breakdown is not readily available.
- 24. Who is your delinquent account collection agency? Will the county be able to provide the .XML file exchange specifications upon the start of Implementation?
 - A: Weinstein, Karp & Associates.

The bid receipt date and time <u>HAVE NOT BEEN CHANGED</u>; submissions will be received until <u>Thursday</u>, <u>December 20 at 3:30 p.m</u>. The deadline for questions is Thursday, December 13, 2018.

I/We have received Addendum Number Two to Bid No. 2018-36 and have fully considered the information provided in preparing a response.

Digitech Computer, Inc

Name of Company

Mark Schiowitz, President & CEO

Agent and Title

Authorized Signature

PURCHASING DEPARTMENT



COLE COUNTY COMMISSION

311 East High Street, Room 200 | Jefferson City, MO 65101 Tel 573-634-9168 | Fax 573-634-8031 jprenger@colecounty.org

To:	All Interested Parties
From:	Jennifer Prenger, Cole County Purchasing Agent
Date:	December 12, 2018
Re:	Addendum Three to Cole County Bid No. 2018-36: Emergency Medical Services Billing and Collection

The following information hereby becomes part of the above-referenced Request for Bid and shall be fully considered in the preparation of your response.

- 1. You note on Appendix A the hardware required for this RFP. Can the hardware be bid separate from the software?
 - A: The County requires billing service providers responding to this RFP to include all information requested in Section 4.1.11 B as a part of their response. Parties wishing to submit an offer for only the ePCR system and/or complete or partial hardware "refresh" may do so with the understanding that their response cannot be directly accepted for this bid, but may be used during the negotiation process with the business(es) being considered for award to achieve best pricing. If you would like to submit hardware pricing only, please submit a detailed quote on company letterhead in triplicate in a sealed envelope marked "2018-36 Hardware Only – EMS Billing and Collection".
- 2. Is the equipment in Appendix A equipment only or is it to be installed?
 - A: Equipment only.

The bid receipt date and time <u>HAVE NOT BEEN CHANGED</u>; submissions will be received until <u>Thursday</u>, <u>December 20 at 3:30 p.m</u>. The deadline for questions is Thursday, December 13, 2018.

I/We have received Addendum Number Three to Bid No. 2018-36 and have fully considered the information provided in preparing a response.

Digitech Computer, Inc

Name of Company

Mark Schiowitz, President & CEO

the file

Agent and Title

Authorized Signature

PURCHASING DEPARTMENT



COLE COUNTY COMMISSION

311 East High Street, Room 200 | Jefferson City, MO 65101 Tel 573-634-9168 | Fax 573-634-8031 jprenger@colecounty.org

To:	All Interested Parties
From:	Jennifer Prenger, Cole County Purchasing Agent
Date:	December 14, 2018
Re:	Addendum Three to Cole County Bid No. 2018-36: Emergency Medical Services Billing and Collection

The following information hereby becomes part of the above-referenced Request for Bid and shall be fully considered in the preparation of your response.

- 1. Regarding "3.6.3 EPCR OR HARDWARE REFRESH. Contractor must be prepared to furnish, at some point during the term of the contract, either an electronic patient care reporting software system (ePCR) should the County decide to replace its existing system, and/or a complete hardware "refresh" including ruggedized mobile computing hardware and all attendant hardware peripherals. (See Attachment A)." Is the County requesting pricing to be included for an ePCR system? If so, which ePCR system?
 - A: No.

The bid receipt date and time <u>HAVE NOT BEEN CHANGED</u>; submissions will be received until <u>Thursday</u>, <u>December 20 at 3:30 p.m</u>. The deadline for questions was Thursday, December 13, 2018.

I/We have received Addendum Number Four to Bid No. 2018-36 and have fully considered the information provided in preparing a response.

Digitech Computer, Inc

Name of Company

Mark Schiowitz, President & CEO

Agent and Title

Authorized Signature

Lanon	State of Tennessee	e Contrac ed Under			
김 승규는 것 같은 것 같은 것 같이 많이 많이 없다.				20-013	
ION SOLUTIONS AMERICA	SWC 400 Mult				
	Contra	ct #: 621	17		
	QUOTE AND PURCH	ASE ORDI	ER DOCUMENT		
Quote #: 179		Date:	9/16/2019		
BILL TO: ("Custome	er")	SHIP TO			
	nderson County Sheriff			County Sheriff Departme	
Dept.: Jail / Medical			ail / Medical Departn		
Address: 308 Public			s: 308 Public Safety		
City/State/Zip: Clint					
Phone: 423-539-242			te/Zip: Clinton TN 37	710	
Email: Ilay@tnacso			423-539-2422 Cell		
Fax #: 865-457-5009			lay@tnacso.net 5-457-5009		
Name & Title: Larry		Fax. 00	5-457-5009		
	and entering particular				
Make:	CSA to Pick Up Curr Model:				
	Color Group III - I	RADVC55	40 (40 CPM)		
Qty Model	Description - Base Configuration	M	onthly Rental Price	Vendor Item ID	
	C5540 MONTHLY RENTAL			3275C002	
Cost Per Copy					
and the second sec	ntenance cost per copy/print includes to		ples:		
	\$ 0.0040 Color CPC \$ 0				
ACCESSORIE	S (INCLUDED WHEN QUANTITY NOT	ED):			
Cabinet N (incl	uded in base charge)			1770C001	
Stapler (Finishe	er)			0615C002	
3-Hole Punch				0618C002	
Fax Board/Fax	Forwarding			0166C007	
HID Card Scan	ner/Follow Me Print			3575B678	
Tracking Softw	are			3575B436	
	t Tray (Cassette Feed Unit)			0609C002	
ridunional nipu				00030002	
ACKNOWLED RULES, OR LO	TEMS ARE NOT AVAILABLE ON STA GES THE REQUISITE PURCHASING DCAL PURCHASING REGS, AS APPL THE TERMS OF 62117, WHICH IS CO	AUTHORIT	Y IS CHAPTER 0690-3-1 DTWITHSTANDING, TH	OF THE DGS	
				1	
100 million -	тс	DTAL:	\$36.12		
🖂 Auto Tone	er Fulfillment **(Requires use of imag	geWare Rer			
Order or Email ^A Acknowledgement to: ⁴	Canon Solutions America, Inc. Atn. Mark Choate 402 BNA Drive, Ste. 360 Nashville, TN. 37217	<u>s</u>	14	anon Financial Services, Ir 4904 Collections Center Di hicago, IL 60693	
- F	- OR Fax: 615.360.5088 - Attn. Mark Cho Email: ichoate@csa.canon.com	ate			
Ca	non	State of Tennesse	e Contr ed Unde	to the second second second second second	20-013
----------------------------------	---	---	--------------------	--	--
NON SOLUTIONS AMERICA SWC 400 Mu			tifuncti	on Devices	20-015
			act #: 62		
		QUOTE AND PURCH	HASE OR	DER DOCUMENT	
(Quote #: 584		Date:	5/18/2020	
BIL	L TO: ("Customer")			SHIP TO: (if differ	
		son County Government	Cu	stomer Name:	
	ot.: County Clerk	Here David		Dept:	
	dress: <u>735 Emory Va</u> //State/Zip: Oak Ridg			Address.	
	one: 865-457-6866 or			sity/state/zip.	
		or jcole@andersontn.org		Phone:	
Fax		1		Email:	
Na	ne & Title: Annette F	Prewitt or Jeff Cole		Γάλ	
		CCA to Diale Un Cur	ment Com	in if Commission	
Mak		CSA to Pick Up Cur Model			
Mak	e;	Model:		Serial #:	
		Black & White Group I	- Canon i	RADV4525 (25 CPM)	
Qty	Model Descr	iption - Base Configuration		Monthly Rental Price	Vendor Item ID
4.9	Canon IRADV4525 M			monting Rental Thee	Vendor item ib
1	Cost Per Copy Charge				3327C001
		ce cost per copy/print includes	toner and	stanles:	
	B/W CPC: \$ 0.		toner and	stapies.	
	THE PARTIC SECOND CONTRACTOR OF THE	LUDED WHEN QUANTITY NO	TEDI		
1	Cabinet style Q	LOBED WHEN GOANTITT NO		and the second sec	2299C001
	Duplexing ADF (incl. in	n base configuration)			1428C003
	Inner Finisher (Staple				1423C002
	Fax Board/Fax Forwar				0166C007
	Card Scanner/Follow-		-		3575B678
	Tracking Software	ine print	100		3575B436
	2 & 3 hole punch				1424C002
	Add'I input tray (Casse	ette Feed Unit)			1419C002
	the second se	ARE NOT AVAILABLE ON ST	ATE CON	RACT #62117 CUSTON	the second s
	RULES, OR LOCAL	HE REQUISITE PURCHASING PURCHASING REGS, AS APP ERMS OF 62117, WHICH IS C	LICABLE,	NOTWITHSTANDING, T	
			OTAL:	\$25.15	
	☑ Auto Toner Fulfi	Ilment **(Requires use of ima	ageWare F	temote)	
	ned Purchase Canon order or Email Attn. M	Solutions America, Inc. ark Choate			Canon Financial Services, Inc 4904 Collections Center Driv
	edgement to: 402 BN	IA Drive, Ste. 360 Ile, TN. 37217			Chicago, IL 60693
	Fax: 61	15.360.5088 - Attn. Mark Ch jchoate@csa.canon.com	oate		

iRADV4525 Rental

a	non		Contract Quote She	et 20-01
ON SOLUTIONS AMERICA SWC 400 Multi			20 01	
		Contra	ct #: 62117	
		QUOTE AND PURCH	ASE ORDER DOCUMENT	
c	luote #: <u>584</u>		Date: 5/18/2020	
	TO: ("Customer'		SHIP TO: (if	
		erson County Government	Customer Name:	
	.: County Clerk		Dept:	
	ress: 735 Emory		Address:	
	State/Zip: Oak Ri		City/State/Zip.	
	ne: 865-457-6866		Phone:	
Fax		ac or jcole@andersontn.org	Email:	
		Prewitt or Jeff Cole	Fax:	
			ent Copier if Completed:	
Mak	e:	Model:	Serial	l #:
6.6		Black & White Group I -	Canon iRADV4525 (25 CF	<u>PM)</u>
Qty	THERE BUDGLE 713	cription - Base Configuratior	Monthly Rental P	rice Vendor Item ID
1	Canon IRADV4525 Cost Per Copy Cha	MONTHLY RENTAL		3327C001
1.1		ance cost per copy/print includes	oper and staples:	
		0.0049	oner and staples.	
		ICLUDED WHEN QUANTITY NO		the second s
1		CLODED WHEN GOANTITY NO	ED).	2200 0001
4	Cabinet style Q	l. in base configuration)		2299C001 1428C003
	Inner Finisher (Stap			1423C002
1.1	Fax Board/Fax Forv			0166C007
	Card Scanner/Follo			3575B678
	Tracking Software			3575B436
	2 & 3 hole punch			1424C002
1		ssette Feed Unit)		1419C002
	ACKNOWLEDGES RULES, OR LOCA	S ARE NOT AVAILABLE ON STA THE REQUISITE PURCHASING L PURCHASING REGS, AS APP TERMS OF 62117, WHICH IS CO	AUTHORITY IS CHAPTER 00 ICABLE, NOTWITHSTANDIN	690-3-1 OF THE DGS
- 3		T/	DTAL: \$25.15	
	Auto Toner Fu	Ifillment **(Requires use of ima		
				States and the second
0	rder or Email Attn. edgement to: 402 [Nash	BNA Drive, Ste. 360 wille, TN. 37217	Send Payments	<u>To:</u> Canon Financial Services, 14904 Collections Center E Chicago, IL 60693
	OF Fax:	 615.360.5088 - Attn. Mark Cho	ate	

<i>i</i> anon	State of Tenness	sued Under		
ION SOLUTIONS AMERICA				20-0138
		tract #: 621		
Status in the	QUOTE AND PUR			
Quote #: <u>179</u>		Date:	9/16/2019	
BILL TO: ("Custo	mer")	SHIP TO):	
	Anderson County Sheriff	Custom	er Name: Anderson C	county Sheriff Department
Dept.: Jail / Book		Dept.: J	ail / Medical Departm	ent
Address: 308 Put			s: 308 Public Safety L	
City/State/Zip: Cli			te/Zip: Clinton TN 377	716
Phone: 423-539-2		Phone:	423-539-2422 Cell	
Email: Ilay@tnac			lay@tnacso.net	
Fax #: 865-457-50		Fax: 86	5-457-5009	
Name & Title: Lar	ry Lay Sheriff Deputy			
Make:	CSA to Pick Up C Model:		er if Completed: Serial #:	
	Color Group II	II - IRADVC5	540 (40 CPM)	
Qty Mode	l Description - Base Configurat	ion N	Ionthly Rental Price	Vendor Item ID
	C5540 MONTHLY RENTAL			3275C002
Cost Per Cop	by Charges apply	i		52750002
Equipment M	aintenance cost per copy/print include	es toner and st	aples:	·
B/W CPC:	\$ 0.0040 Color CPC \$	0.0350		
ACCESSOR	ES (INCLUDED WHEN QUANTITY N	NOTED):		Sec Cural in
Cabinet N (in	cluded in base charge)			1770C001
Stapler (Finis				0615C002
3-Hole Punch				0618C002
Fax Board/Fa	ax Forwarding			0166C007
HID Card Sca	anner/Follow Me Print			3575B678
Tracking Soft	ware			3575B436
Additional Inp	out Tray (Cassette Feed Unit)			0609C002
and the second second				
ACKNOWLE RULES, OR	ITEMS ARE NOT AVAILABLE ON S DGES THE REQUISITE PURCHASI LOCAL PURCHASING REGS, AS A D THE TERMS OF 62117, WHICH IS	NG AUTHORIT	TY IS CHAPTER 0690-3-4 IOTWITHSTANDING, TH	I OF THE DGS
		TOTAL:	\$36.12	
🗹 Auto To	ner Fulfillment **(Requires use of i			
Order or Email	Canon Solutions America, Inc. Attn. Mark Choate 402 BNA Drive, Ste. 360		1.	anon Financial Services, Ind 4904 Collections Center Driv
Acknowledgement to:	402 BNA Drive, Ste. 360 Nashville, TN. 37217 OR		C	hicago, IL 60693
	Fax: 615.360.5088 - Attn. Mark (Email: jchoate@csa.canon.com	Choate		

Ca	non	State of Tennessee		•		
			d Unde			20-0143
CANON SOLUTIONS AMERICA SWC 400 Multif						
		Contrac	:t #: 62	117		
		QUOTE AND PURCHA	SE ORD	DER DOCUMENT		
	Quote #: <u>589</u>	Da	ite:	5/20/2020		
BILL	TO: ("Customer")		SHIP 1	го:		
Cust	omer Name: Anders	on County Government		mer Name: Anders		ment
	.: Finance Departme		•	Finance Departme		
	ess: 100 N. Main St.			ss: 100 N. Main St, tate/Zip: Clinton, Tl		
	State/Zip: Clinton, T ne: 865-264-6311	N 3//10		: 865-264-6311		
	il: rholbrook@ander	sontn.org		rholbrook@anders	sontn.org	
	#: 865-264-6254			865-264-6254	_	
Name	e & Title: Robby Hol	brook, Finance Director				
		CSA to Pick Up Curre	•	-		
Mak	(e:	Model:		Serial #:		
		<u>Color Group II - IRA</u>	ADVC353	<u>80 (30 CPM)</u>	· · · · · · · · · · · · · · · · · · ·	-
Qty	Model Descri	otion - Base Configuration	Мо	nthly Rental Price	Vendor Item ID	
1	Canon IRADVC3530 N Cost Per Copy Charge				3728C002	
		ce cost per copy/print includes tor		aples:		
	B/W CPC: \$ 0.					
1	Cabinet Type R	UDED WHEN QUANTITY NOTE	(U):		2384C001	
•	Stapler (Finisher)	· · · · · · · · · · · · · · · · · · ·	_		1553C001	-
	Fax Board/Fax Forwar	ding			1554C002	
	HID Card Scanner/Fol	ow me Print			3575B678	
	Tracking Software		_		3575B436	-
						_
		ARE NOT AVAILABLE ON STAT				
		URCHASING REGS, AS APPLIC				
	SUBJECT TO THE TE	RMS OF 62117, WHICH IS CON	TROLLIN	G.		
			_			_
						-
						-
	_	ΤΟΤΑ		\$25.26		
	🗹 Auto Toner Fulfil	Iment **(Requires use of image	Ware Rer	note)		
			-			
	ned Purchase Canon Irder or Email Attn. M	Solutions America, Inc.	<u>Ser</u>	nd Payments To: Ca	anon Financial Serv 1904 Collections Ce	
Acknowl	edgement to: 402 BN	A Drive Ste 360			nicago, IL 60693	anter Drive
		le, TN. 37217		C	100000 IL 00000	
	OR	•				
		5.360.5088 - Attn. Mark Choa choate@csa.canon.com	te			
	Email. J					

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer:	Anderson County Sheriff's Office	Contact: Robert	Sexton	
Address:	101 South Main Street Clinton, TN 37716	Phone: 86578	90577	
		E-Mail: rsexto	n@tnacso.net	
Usage Fees: \$6000 per Year (the "Payment Period")		Initial Term: 24 Months		
Number of	Cameras: 3	Renewal Term: 12	2 Months	
Installation	a Fee (one-time) \$0	Billing Contact:	Tyler Mayes	
Pole Fee (one-time) \$0		(if different than above		
			tmayes@tnacso.net	
			8652582371	

Expected Payment Method: Check

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By: Name: Alex Latraverse Title: VP of Sales Date: 06/02/2020

Customer:

Russell Barker

By: Name: Russell Barker Title: Sheriff Date: 06/03/2020

EXHIBIT A

Statement of Work

.

•

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Flock Group Inc.

.

Order Form Anderson County, TN. Sheriff 2263023001

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "Agreement") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("Flock") and the police department or government agency identified in the signature block below ("Agency") (each a "Party," and together, the "Parties").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "Flock Service"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("Footage") and can provide notifications to Agency upon the instructions of Non-Agency End User ("Notifications");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood home owners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. "Authorized End User" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "Agency Data" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "Footage" means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 "Hardware" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "Hardware" excludes the Embedded Software.

1.8 "Installation Services" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 "Non-Agency End User" means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 "Non-Agency End User Data" means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 "Unit(s)" shall mean the Hardware together with the Embedded Software.

1.13 "Web Interface" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("User ID"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HON-ORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, IN-CLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to

obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vi) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "Service Suspension"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a "Designated Location"). Due to the fact that Agency selects the Designated Location, Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the installation plan driven by Agency's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "Agency Installation Obligations"). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Agency shall be solely responsible for the foregoing. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Agency. Following the initial installation of the Hardware,

Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Agency understands and agrees that the Flock Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("Monitoring Services"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 **Confidentiality.** Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably

necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "Aggregated Data"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee and the Installation Fee (the "Initial Fees") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("No Fee Term") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do busi-

ness. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Except for cameras owned by Agency, Flock agrees to replace cameras once at no cost to Agency upon the first instance of theft or damage. Subsequent replacement due to damage or theft will be at Agency's own expense with a replacement cost of \$300 per camera. Agency shall not be required to replace subsequently damaged or stolen units; however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFT-WARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MER-CHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUP-PLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFI-CERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPON-SIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PRO-CUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING RE-PEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRE-LATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRI-ETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement and the Order Form(s) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifica-

tions must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions. The federal and state courts sitting in Knoxville, TN. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hard-ware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

IN WITNESS WHEREOF, Flock and the Agency have caused this Agreement to be signed on the date set forth below and be effective on the last date specified below.

FLOCK Flock Group, Inc. AGENCY

Officer Name and Title		
Signature		
Date		
Agency Contact Information		
· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·		
-		

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction. 8
- 2
- The IT Department will manage the disposition of hard drives. The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property 4 was stolen.
- > Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- > This form should be emailed to Surplus@andersontn.org

Sheritt	requests to surplus property as detailed below.	「ある」
(Department)		
1/11/2	6-2-2020	
Signature of Department Head/Elected	d Official Date	1

Signature of Department Head/Elected Official

Asset Tag Number (N/A if no Tag)	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
2010	Ford C/V 2FABP7BV51	X/11126	Working 1421
2008	Ford YV 2FAHP71V78	X152975	Working 208

Attach additional sheet(s) if necessary.

	Property Disposition	on Method (check applicable box)	and the second second second second			
	Internet Auction	Purchasing Office Use Only Govdeals ID#:				
(and a day) of	Fund #:	Date:	- a the second second second			
	Fund Description:	Sale Amount: \$				
		Date removed from Asset Listing:				
1.15 8.15	(Attach photos of item(s) to record)					
18-2-5	Transfer Property					
- Harting I						
	To:					
	(Department)					
	Signature of Receiving Department He	Date				
	Trade In					
1420/20	Purchase Order Number of Trade in:					
	Stolen or Lost (Attach copy of Police Report)					
	Branch, Beckmund (Attests comparation)					
	Property Destroyed (Attach explanation)					

Received by Purchasing Office:

le12/2020 (Date)

Deputy Purchasing Agent Signature:

K-9

GovDeals Vehicle Inspection Form 748 8487 GA							
Inventory ID: Asset Number: Fair Market Value:							
Short Description: Year 2005 Make Ford Model CROWN Vic							
VIN: $2FAHP7IV7RXJ52975$ Title Restriction: $\Box Y \not\in N$ Odometer: 208834 PMiles \Box Kilometers Odometer Accurate $Q \Box N$:							
Long Description: This Vehicle: Starts Starts Starts with a Boost & Runs/Driveable Engine- Type: Starts Image: Image: Image: Image:<							
Date Removed From Service: 5-20-20 Maintenance Records: Available ONot Available For Inspection <u>Transmission:</u> Automatic Manual Speed Condition Poperable Needs repair Is Unknown Condition							
Repairs Needed:							
Drivetrain 2 Wheel Drive 4 Wheel Drive Condition:							
Exterior: Color: Windows: No Cracked Glass Cracked Minor: Dents Scratches Dings Tire Condition: OK Tread: 1/2 #Flat Hubcaps #1/2 Major Damage to:							
Additional Damage: Pecling Phist							
Decals: None Have Been Sprayed or Whave been Removed & Mimpressions Remain No Impressions							
Emergency equip: None Alas been removed & Alas been removed & Alas are holes in the exterior There are no holes							
Interior: Color <u>Grey</u> Cloth Vinyl Leather							
Damage to Seats: <u>Regular</u> WeAR							
Damage to Dash/Floor:							
Radio: Stock or Brand & Model: DAM DAM/FM DAM/FM Cassette AM/FM CD DAC (Condition: DCold DUnknown) DNo AC Air Bags: Driver's Side Dual							
Cruise Control Tilt Steering Remote Mirrors Climate Control							
Power: Steering SWindows Door Locks Seats							
Additional Franciscust							
Additional Equipment:							
Model Serial # Tool Box Light Bar Ladder Rack Utility Body: Brand Hitch: Type							
Location of Asset: 308 Public Safety LN Clinton TN. For more information contact: Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.							

	GovDeals Vehicle In	spection Form	K-9	CAR			
Inventory ID:	Asset Number:	Fair Market V	alue:	11 100			
Short Description: Year 2010 Make	Ford	Model (10+2	Vic	\$\$ 300 			
VIN: 2 F A B P 7 B V 5 B X 1 1 1 1 2 6 Title Restriction: DY EN Odometer: 7 4 2 7 4 7 E Miles DKilometers Odometer Accurate Y DN:							
Long Description: This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only Engine- Type: Y. L, V C Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid Engine Condition: Runs Needs repair is in unknown condition Remain needed:							
Repairs needed:							
Drivetrain: 2 Wheel Drive 4 Wheel Drive Condition: Exterior: Color: Uhit Windows: No Cracked Glass Cracked Minor: Dents Scratches Dings Tire Condition: Geo d Tread: #Flat Hubcaps # Major Damage to:							
Additional Damage: Decals: □None Effave Been S		emoved & Ampressions R reare holes in the exterior					
Damage to Seats: Damage to Dash/Floor: Radio: D Stock <u>or</u> D Brand & Mod D AC (Condition: Cold D Unkn Cruise Control Pilt Steering Power: D Steering Windows	$\frac{9}{100000000000000000000000000000000000$	Air Bags: Drive		M/FM CD			
Additional Equipment: Manufacturer Tool Box Light Bar Ladder		I Hitch:	Туре	-			
Location of Asset: <u>308</u> For more information contact: <u>Reminder:</u> Do not close items on or su	······································	rights, or Weekends. Stagger		0 minutes.			



2010 CVON VIC













E (5)

-

-





Jir man

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- > The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- > This form should be emailed to Surplus@andersontn.org

requests to surplus property as detailed below. 5/28/2020 Date ature of Department Head/Elected Official

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
099462	48 Cub Cadat Commercia	H Wok Behin)
644463 7	4P" Cub CAdet Commence	al balk Be	hind
	60" Cub Chdet Commerce	W Zero To	~ ~

Attach additional sheet(s) if necessary.

Property Disposition Method (check applicable box)

	Internet Auction	Purchasing Office Use Only Govdeals ID#:	
	Fund #:	Date:	
	Fund Description:	Date: Sale Amount: \$ Date removed from Asset Listing:	
	(Attach photos of item(s) to record)		
	Transfer Property To:		
er de l			
Proceed &	Purchasing Office:	R Commission Fund, 212020	

Deputy Purchasing Agent Signature:

Asset # 044462

48" Cub Cadel Commercial Walk Behind# FH580VB80566 / Kawasaki FH580V 19 HPIssues: Does not run, Hour Meter inoperable, missing shift levers

Asset # 044463

48" Cub Cadel Commercial Walk Behind

FH580VB421297 / Kawasaki FH580V 19 HP

Kawasaki FH580V 19 HP, 371 HRs

Issues: Runs, but not well.

.

60" Cub Cadet Commercial Z-Force LZ zero Turn (2014)

4422401141 / Kohler Model # CV732 23.5 HP

Hour Meter 597, 23.5 HP

Issues: PTO switch burns all the time, seems under powered

Starting, Bid











Anderson County Emergency Medical Services

Integrity - Service - Excellence - Stewardship

02JUN20 CandidateCare Application Service General Report

We have reached our six-month mark with CandidateCare, and our opinion has not changed on the positive benefit this system has brought to our department. All applications come in to one place, making management, tracking, and documentation consistent and easily accessed. We have had a couple minor issues encountered during our use, each have been quickly remedied and have had no impact in the hiring process. Customer service has been great, and we have had the same point of contact/account manager since we began in December. To date we have had over 80 applications, we have hired 11 of the applicants, 10 full time and one part time. The number one reason for applications being rejected are due to inactivity by the applicant, where they did not complete their application within a month of starting (18 meet this criteria). Number two reason is low assessment score (16 meet this criteria). There have been 13 applications that did not meet the minimum criteria for applying and were automatically rejected. Each of these rejections require little to no work on our part, decreasing time on task.

For the first time that I am aware of we are consistently attracting out of state applicants, and to date we have hired five out of state applicants (half of our full time positions that have been filled through this system).

We have three new hires currently in orientation and on boarding. At current standing we are not hiring any more EMT or AEMT full time, each of these positions are filled. We find ourselves in a position of having a "waiting list" for EMT and AEMT at the moment. There are three current active applications from out of state paramedics (California, Alabama, and Florida).

In total we have only one full time position vacant, that being a paramedic position. We have 19 current part time ambulance personnel, we anticipate three of those possibly being removed due to inactivity per our part time policy, we are looking to increase total part time personnel to 25 but have no set maximum/minimum.

We currently have three full time employees out due to injury (only one is worker's comp), two are out due to being called to active duty for the military (one for COVID-19, the other for riots in Nashville). We anticipate one of those injured back at the end of this month, and both military personnel back by the end of this month. One injured employee is projected to be out until January 2021 or longer (this is the worker's comp employee), the other is unknown.

Respectfully,

Nathan Sweet, B.S., EMTP Director, Anderson County EMS