

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT, dated _____, 2021 ("Agreement") between DIGITECH COMPUTER LLC ("DIGITECH") maintaining its principal place of business at 480 Bedford Road, Building 600, 2nd floor, Chappaqua, NY 10514 and the CITY OF POMPANO BEACH ("CLIENT") maintaining its principal place of business at 100 W. Atlantic Boulevard, Pompano Beach, FL 33060.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

- A. DIGITECH will provide CLIENT the services ("Services") specified in Sections I, II, III and IV of Rider A. DIGITECH shall also pay annual fees to support the CLIENT's previously used billing software for access to historical files.

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 forty five (45) 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. To the extent allowed by Chapter 119 Florida Statutes 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. Client shall, at all times, comply with the public records disclosure requirement of Chapter 119 Florida Statutes and shall not be subject to any liability for its compliance with Florida Statute Chapter 119.
- 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.

IV. TERM, TERMINATION AND RENEWAL

- A. The initial term (“Initial Term”) of this Agreement consist of a five (5) year claim processing period commencing on the date hereof, plus CLIENT shall have the option to extend the Initial Term for additional terms upon final approval of the extension of the Agreement by the City Commission, provided CLIENT gives DIGITECH notice of its election to renew one hundred and twenty (120) days prior to the expiration of the then current term. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the date hereof through those transports with dates of service prior to the end of the Initial Term.
- B. 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.

- C. 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.
- D. 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.
- E. Either party may terminate this Agreement, without cause, with 180 days prior written notice.
- F. If CLIENT terminates early, CLIENT shall reimburse DIGITECH for the unamortized cost of any hardware purchased by DIGITECH for CLIENT.

V. INDEMNITY AND LIABILITY

- A. Digitech 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. If Digitech fails to obtain and maintain such insurance, there is no limitation of liability as set forth herein. 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. DIGITECH will not be liable in the event of a recoupment caused by a change in federal or state regulations, a change in the interpretation of federal or state regulations, a refund caused by an EMS crew member's or CLIENT's expired license or certification, or if DIGITECH is directed by the CLIENT to bill against DIGITECH's advice and an audit determines that a Claim should not have been billed. CLIENT will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment, except where DIGITECH failed to conduct sufficient due diligence to remain current on any changes to, or the interpretation of, applicable regulations.**

- F. 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 as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.
- G. 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.
- H. 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.
- I. 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 ninety (90) 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 they 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.
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work on any of CLIENT's claims.
- F. 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.
- G. 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
Cyber Liability	\$1,000,000

2. DIGITECH also shall maintain errors and omissions insurance coverage in an amount not less than \$3,000,000. 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 & CEO
Digitech Computer LLC
480 Bedford Road, Bldg. 600, 2nd floor
Chappaqua, NY 10514
Email: rfi@digitechcomputer.com

If to CLIENT:

City of Pompano Beach
City Manager
100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Email:

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:

Automated Field Data Collection

CLIENT'S ePCR vendor shall:

- a) Produce a daily billing file in the standard NEMESIS XML file format as defined by the NEMESIS data set Schematron on the nemsis.org website and as shown on Exhibit 1. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;
- 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);

- 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; 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:
 - (1) 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.
 - e) 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
 - f) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander System and the ePCR System.
 - g) 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 V.
- 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.
- L. Client Agrees to pay for any enrollment or revalidation fees imposed by payers.

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 90 day Winding Down Period period):
 - 1. DIGITECH will cease all processing including the collection services described in Rider A, ninety (90) 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, as described in Section X.B., for all deposits within the 90 day Winding Down Period and shall pay to DIGITECH its fees on these receipts pursuant to Section V of Rider A. DIGITECH will be entitled to all fees for its Services for the full 90 days of deposits 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 once DIGITECH has been fully paid for services rendered.
3. Upon expiration or termination of this Agreement, all additional services under 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. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- C. The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association ("AAA"), under the AAA arbitration rules then in effect, before one (1) arbitrator in Broward County, Florida, or at either party's option, via video conference. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.
- 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 Client's transport volume and payor mix.
- 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.

XIII PUBLIC RECORDS

Public records. DIGITECH shall comply with all provisions of Florida Statutes Chapter 119. Specifically DIGITECH shall: 1. Keep and maintain public records required by the City in order to perform the service; 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DIGITECH does not transfer the records to the City; and 4. Upon completion of the contract, transfer, at no

cost to the City, all public records in possession of the DIGITECH, or keep and maintain public records required by the City to perform the service. If the DIGITECH transfers all public records to the City upon completion of the contract, the DIGITECH shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DIGITECH keeps and maintains public records upon completion of the contract, the DIGITECH shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject DIGITECH to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF DIGITECH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DIGITECH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

XIV SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver by the CLIENT of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

XV SERVICE ORGANIZATION CONTROLS AUDIT REPORT

Upon request by CLIENT, DIGITECH agrees to provide CLIENT with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting the Licensed Products. Upon request by CLIENT, DIGITECH also agrees to provide CLIENT with a copy of any available SOC-1/SOC-2 reports on the Licensed Products themselves. CLIENT agrees to treat any SOC-1 or SOC-2 reports are provided as the confidential trade secrets of DIGITECH in accordance with this Agreement.

[Signature page follows]

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

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

DIGITECH COMPUTER LLC

Witnesses:

William Bradford Stuart
Print Name

Krina Merchant
Print Name

By: Mark Schiowitz
Mark Schiowitz, President and CEO

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 11th day of March, 2021 by Mark Schiowitz as President and CEO of DIGITECH COMPUTER LLC, a corporation registered in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

AMANDA COMPTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6382673
Qualified in Westchester County
My Commission Expires 10-29-2022

Amanda Compton
NOTARY PUBLIC, STATE OF New York
Amanda Compton
(Name of Acknowledger Typed, Printed or Stamped)
01CO6382673
Commission Number

RIDER A
DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES

This Rider is a part of the Agreement between DIGITECH COMPUTER LLC (“DIGITECH”) and CITY OF POMPANO BEACH (“CLIENT”) dated _____.

I. BILLING SERVICES

A. DIGITECH shall provide the following billing and collection services which are contingent upon 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 (where applicable)
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - (b) Paper Invoicing (where applicable)
 - (1) CMS-1500 for Commercial Insurance;
 - (2) Self-Pay;
 - (3) Facility; and
 - (4) CMS-1500 for Medicaid .

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 - 45 day intervals; and
 - b) Perform follow up as needed, in Digitech’s discretion.

2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30 - 45 day intervals;
 - b) Perform follow up as needed, in Digitech’s discretion; and
 - c) If applicable, recommend to CLIENT amounts to be placed in legal proceeding upon the earlier of DIGITECH’S determination that the amount

is uncollectible or 180 days from the first invoice date.

3. Insurance
 - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
 - b) Perform follow up as needed, per Digitech's discretion; 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.
 6. Claims resolution and appeals
 7. Remittance Posting
 8. Resubmission of denials, pending and held items
 9. Interfacing with carriers on behalf of CLIENT
 10. 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.
- B. DIGITECH will interface with CLIENT's collection agency, if applicable, 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 DIGITECH's 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 written 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. OTHER SERVICES

- A. DIGITECH shall provide Fire Inspection Billing, Public Emergency Medical Transport/Managed Care Organization ("PEMT/MCO") consulting services, Medicare Cost Survey consulting services, and Automobile Accident Historical Project services as described in Schedules 1 through 4 annexed hereto.

V. FEES/BILLING, COLLECTION, REPORTING, AND OTHER SERVICES

- A. DIGITECH will charge a fee for the Services described above as follows:
 - 1. CLIENT shall pay to DIGITECH a fee equal to 4.25% of monthly EMS billing collected by DIGITECH, less Medicaid collections.
 - 2. The Medicaid Fee shall be \$9.00 per Medicaid account whether or not the Medicaid payment is actually paid.
 - 3. There will be no fee for HIPAA notices.
 - 4. The Fire Inspection Billing Fee shall be 7.0% per month for all monies collected by DIGITECH for fire inspection billings less refunds.
 - 5. CLIENT agrees to pay 6.0% of monies collected for services related to the Public Emergency Medical Transport program (PEMT) and for the Medicaid Managed Care Organization program (MCO). These services are outlined under Schedule 2 of this Agreement.

6. CLIENT shall pay DIGITECH a one-time fee of \$35,000 to provide Medicare Cost Survey Reporting services as outlined under Schedule 3 of this Agreement.
7. CLIENT shall pay DIGITECH 33% of all monies collected for services related to the one-time Historical Liability Accounts project. These services are outlined under Schedule 4 of this Agreement.

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 NEMESIS 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.

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 45 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 VI – 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.

VI. 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, per clerk. 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 resources requirement.

- 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.

RIDER B

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (“Addendum”), is made and entered into by and between CITY OF POMPANO BEACH (“Covered Entity”) and DIGITECH COMPUTER LLC (“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 “*Effective Date*”).

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 Definitions. 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 Compliance with Privacy Provisions.** 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 Permitted Uses of PHI. 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 Permitted Disclosures of PHI. 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 Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 Retention of PHI.** 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 Safeguarding PHI.** 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 Agents and Subcontractors.** 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 Reporting Unauthorized Use or Disclosure.** 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 Access to Information. 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 Availability of PHI for Amendment. 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 for amendment and incorporate any such amendment to enable 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 or subcontractors.

2.13 Accounting of Disclosures. Upon Covered Entity's request, Business Associate, 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 Agreement to Restriction on Disclosure. 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 Accounting of Disclosures of Electronic Health Records ("EHR"). 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 Remuneration for PHI.** 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 Governmental Access to Books and Records.** 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.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** 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.
- 2.21 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.

- 2.22 Return of PHI at Termination.** 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.
- 2.23 Retention of PHI.** 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.
- 2.24 Business Associate's Performance of Obligations of Covered Entity.** 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 Using Appropriate Safeguards.** 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 Term.** 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 Termination by Covered Entity.**

- (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 Termination by Business Associate. 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 Termination by Either Party. 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 Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

5.2 Change in Law. 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 Assistance in Litigation or Administrative Proceedings.** 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 No Third-Party Beneficiaries.** 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.

[Signature page follows]

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

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

DIGITECH COMPUTER LLC

Witnesses:

William Bradford Stuart
Print Name

Krina Merchant

KRINA MERCHANT
Print Name

By: [Signature]
Mark Schiowitz, President and CEO

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 11th day of March, 2021 by Mark Schiowitz as President and CEO of DIGITECH COMPUTER LLC, a corporation registered in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

AMANDA COMPTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01C06382673
Qualified in Westchester County
My Commission Expires 10-29-2022

[Signature]
NOTARY PUBLIC, STATE OF New York
Amanda Compton
(Name of Acknowledger Typed, Printed or Stamped)
01C06382673
Commission Number

Schedule 1

Fire Inspection Billing

1. Client shall fill out electronic forms used for inspections, including company name, address of inspection, date of inspection, type of services provided, charges, responsible party name, responsible party address, and fire inspector name and/or inspector number.
2. Client shall, on a daily or weekly basis, submit previous days completed inspection forms through the Digitech designated secure website.
3. Digitech shall update, electronically or manually, inspection data into billing system within seven (7) days of receipt. Digitech shall bill customers within thirty (30) days of receipt of inspection data.
4. Follow up statements shall be sent to customers at thirty (30) day intervals, or on a schedule deemed most appropriate by Digitech, within a maximum of three (3) statements.
5. Digitech shall follow the Client's approved fire inspection fee schedule, which will be provided by the Client.
6. Digitech shall provide monthly reports that include the following (ad-hoc reports shall be provided at no additional cost):
 - a. Charges
 - b. Collections
 - c. Balance due
 - d. Number of inspections
7. Payments shall be directed to the Client designated bank lockbox address and be posted by Digitech within seven (7) days of receipt.

Schedule 2

Public Emergency Medical Transportation (PEMT)/Medicaid Managed Care Organization (MCO) Program Services

Digitech, through its partner Public Consulting Group Inc. ("PCG"), shall provide consulting services as follows:

- Draft materials, as needed, and respond to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Program (ASPP).
- Prepare a fiscal impact study and present results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure (CPE) Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identify eligible costs and develop appropriate cost allocation methodologies to report only allowable costs for providing EMS to Medicaid and, as applicable, uninsured populations.
- Prepare the annual Medicaid cost report for EMS on behalf of provider.
- Conduct analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Perform relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Execute MCO/PEMT supplemental payment calculations in adherence with the approved methodology.
- Determine enhanced supplemental payments realized by provider, if necessary.
- Conduct comparative analysis to identify significant trends in billing and financial data.
- Provide a charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meet with Florida Agency for Health Care Administration (AHCA) and Client to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to any AHCA or Centers for Medicare and Medicaid Services (CMS) audit, review, or communication regarding any PEMT cost report prepared by the Contractor

and delivered to AHCA.

- Prepare annual Medicaid cost reports that shall be utilized by the Client to realize incremental revenue under the Medicaid ASPP, utilizing a web-based system.
- Review charge, cost, and reimbursement data to ensure that payments are maximized as allowed by Federal law.
- Ensure compliance with all State and Federal reporting guidelines.
- Provide comprehensive desk review support, including but not limited to: conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Keep the Client informed of imminent changes related to Medicaid cost reporting policies.
- Provide the Client with audit support services related to the cost report and Medicaid supplemental revenues.
- Under an Intergovernmental Transfer (IGT) Managed Care ASPP approach (if applicable), the Contractor shall:
 - Provide guidance and support to the Client to enter into contracts with Managed Care Organizations.
 - Provide projections and models to help the Client evaluate program options.
 - Monitor claims and cash flows of IGT Managed Care program to ensure the Client receives appropriate benefit from the program and has met documentation needs.
 - Assist with the reconciliation of payments against actual payments and transports.

Schedule 3

Medicare Cost Survey Reporting Consulting Fees

The Centers of Medicare and Medicaid (CMS) recently established new reporting requirements requiring every ambulance service in the country (25% of them randomly chosen each year over the next four years, 50% in year one due to recent COVID-19 program delay) that calculates Medicare related EMS costs. Ground ambulance providers and suppliers have the ability to report their costs on a fiscal year of their choosing. For instance, providers selected to participate in the cost survey in 2021 will have the ability to submit their data to CMS following the twelve (12) month reporting period of January 1- December 31, April 1- March 31, July 1- June 31, or October 1- September 30. The first round of reports (January 1- December 31) are due in May 2022 and the subsequent submissions follow 5 months after the end of the reporting cycle.

The Client has selected Digitech and Contractor's Consultant, Public Consulting Group, Inc. ("PCG") to provide consulting services related to the preparation of the Medicare Cost Survey according to the Service Levels set forth below:

Standard: Training and Help Desk Support

- **Medicare Cost Survey training** via secure web-based portal with access to individual training modules for each survey component;
- **Data compilation guidance and automated tools** to facilitate data collection and cost survey preparation; and
- **Dedicated help desk support**, up to five scheduled hours.

Professional: Training, Help Desk Support, and Detailed Desk Review

- **Medicare Cost Survey training** via secure web-based portal with access to individual training modules for each survey component;
- **Data compilation guidance and automated tools** to facilitate data collection and cost survey preparation;
- **Dedicated help desk support**, up to five scheduled hours;
- **Detailed desk review** of the Medicare Cost Survey and supporting documentation with summary of findings;
- **Analysis of costs** in comparison to "like-sized" departments;
- **Written report of findings** with recommendations, areas of concern, and considerations; and

- **Scheduled conference call** to walk through desk review results, cost analysis, and recommendations.

Premium: Comprehensive Medicare Cost Survey Preparation and Audit Support

- **Dedicated team of experts** to complete the Medicare Cost Survey on Client’s behalf;
- **Ongoing communication:** initial data collection and close-out survey review meetings, timely updates and feedback;
- **Detailed data analysis:** expenditures assessment, unallowable costs adjustments, and utilization statistics verification;
- **Preparation and audit** of Medicare Cost Survey and supporting documentation;
- **CMS submission** of final report and supporting documentation;
- **Federal audit support;** and

Full access to web-based portal and training resources.

Payment for Medicare Cost Reporting Consulting Services

In consideration of the Medicare Cost Reporting Consulting Services rendered by Digitech, Client agrees to pay Digitech the following one-time fee (the “Medicare Cost Reporting Consulting Fee”) based on the Service Level Client has chosen as set forth below:

Service Level	Unit Price
Premium Medicare Cost Reporting Consulting Services - One Time Fee (Digitech invoice required for payment)	\$35,000

Digitech will invoice Client a one-time Medicare Cost Reporting Consulting Fee of Thirty-Five Thousand Dollars (\$35,000) within thirty (30) days following the submission of the Client’s Medicare Cost Survey.

Schedule 4

Historical Liability Account Project Digitech shall review patient accounts dating back five (5) years from November 30, 2020 (“Historical Liability Accounts”) and conduct the following:

- Identify which patient accounts contain claims that have been paid by patient’s medical insurance that may be submitted to automobile or workers compensation insurance company(ies);
- Submit such claims to the applicable automobile or workers compensation insurance company(ies);
- Follow up on the claims submitted by Digitech to such automobile or workers compensation insurance company(ies) to ensure appropriate adjudication;
- Upon receipt of payment from automobile or workers compensation insurance company(ies), post such payments to applicable patient account(s); and
- Process refunds to the applicable medical insurance company.