

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Fire Emergency Medical Services Billing and Collection

Amendment Summary: Amends clause 3.1 Contract Term to extend term. Amends clause 4.1 Contract Value to add \$890,000.00 for a revised contract total of \$5,890,000.00 and adds 8.16. Boycott of Israel clause by renumbering current clause 8.16 and each subsequent contract clause thereafter. Removes and replaces Exhibit A (Pricing).

Contract Number: 458569 Amendment Number: 2 Request Number: A2024083

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 8/29/2019 Contract Expiration Date: 06/30/2025 Contract Term: 70 Months

Previous Estimated Contract Life Value: \$5,000,000.00

Amendment Value: \$890,000.00

Fund: 10101*

New Estimated Contract Life Value: \$5,890,000.00

BU: 32114210*

* (Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: NFD Department(s) Served: NFD

Prime Contractor Information

Prime Contracting Firm: Digitech Computer, LLC ISN#: 7667

Address: 480 Bedford Road, Building 600 2nd Floor City: Chappaqua State: NY Zip: 10514

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE

(select/check if applicable)

Prime Company Contact: Mark Schiowitz Email Address: mschiowitz@digitechcomputer.com Phone #: 914-432-8462

Prime Contractor Signatory: Mark Schiowitz Email Address: sales@digitechcomputer.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation

Amount: N/A

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 458569
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND DIGITECH COMPUTER, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and DIGITECH COMPUTER, LLC located in CHAPPAQUA, NY.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated August 29, 2019, Metro Contract numbered 458569, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

The Centers for Medicare and Medicaid Services (CMS) requires certain information and reports related to Medicare Ground Ambulance Data Collection System (GADCS); therefore, this amendment GADCS reporting services to be performed. This amendment affects the following changes to the contract:

1. Amends clause 3.1 Contract Term to extend term. Amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end on June 30, 2025. In no event shall this contract exceed beyond June 30, 2025."

2. Amends clause 4.1 Contract Value to add \$890,000.00 for a revised contract total of \$5,890,000.00. Amended clause shall read as follows:

"This Contract has an estimated value of \$5,890,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

3. Adding 8.16. Boycott of Israel clause to the contract as defined by Tennessee Code and renumbering current clause 8.16 and each subsequent contract clause thereafter. Added clause will read as follows:

Boycott of Israel.

"The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by **Tenn. Code Ann. § 12-4-119**. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees."

4. Removes and replaces Exhibit A (Pricing).



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 458569

Amendment Number 2

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

William Swann

WSB

Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Dennis Rowland

JLR

Purchasing Agent

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz

kc

Director of Finance

BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

BL

Metropolitan Attorney

Insurance

Metropolitan Mayor

COO

ATTESTED:

Metropolitan Clerk

Date

CONTRACTOR

Digitech Computer LLC

Company Name

Mark Schiowitz

Signature of Company's Contracting Officer

Mark Schiowitz

Officer's Name

President & CEO

Officer's Title



EXHIBIT A (PRICING)

Digitech is confident that we will increase collections for the Metro Government of Nashville and Davidson County as we have in every other instance where we have been contracted. We are offering a fee of **3.35%** of Net Collected Revenue¹. We have prepared this proposal under several basic assumptions, including the following:

3.35%

All billing, collection, and transport data provided by Metro in its RFQ is accurate and it is understood by both parties that Digitech has relied on Metro data for pricing purposes.

Metro 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.

Metro will provide remittance information within 24 hours of receiving it.

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.

Printing and mailing of Metro's HIPAA privacy notice to all transported patients.

Availability of a national toll free 800 number for patients, Metro 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 ImageTrend ePCR system or to any future ePCR system chosen by Metro 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 Metro officials.

In-depth training for Metro personnel on tools provided by Digitech as well as any relevant changes to billing requirements based on industry standards or requirements of applicable health care laws and regulation.

Regular meetings for review of performance on a mutually-agreed upon schedule.

The Centers for Medicare and Medicaid Services (CMS) requires METRO to collect and report cost, revenue, utilization, and other information for the Medicare Ground Ambulance Data Collection System (GADCS). Digitech agrees to provide GADCS reporting services.

Digitech is hereby agrees to perform the following activities:

- a) DIGITECH will work with METRO finance and operations teams to collect all data for the submission. During the project kickoff call, DIGITECH will walk through the data request and ensure that teams are equipped to provide source data needed for completion of the GADCS instrument.
- b) DIGITECH will comb through expenditure data, including labor, facility, vehicle, and other cost information to establish classifications for the GADCS instrument.
- c) DIGITECH will create working files, as necessary, to process expenditure data. Throughout the analysis of expenditures and other data elements, DIGITECH will incorporate automated checks as one of the first steps in the Quality Assurance ("QA") process.
- d) DIGITECH will collect and analyze computer-aided dispatch ("CAD") data in order to develop appropriate cost allocation methodologies. DIGITECH will analyze METRO's data and determine the optimal approach to allocation of costs.
- e) DIGITECH will prepare all working files and present a draft survey submission to METRO stakeholders.
- f) Following the presentation of the working files and draft survey, DIGITECH will solicit feedback from METRO and make revisions necessary to finalize the submission package.
- g) DIGITECH will enter all data into the GADCS instrument, upload required supporting documentation (if applicable), and prepare the survey for certification from METRO.
- h) DIGITECH will promptly respond to audit requests from CMS.
- i) In the unlikely event that the desk review or audit results require further action, DIGITECH will incorporate revisions as needed into the survey to certify and submit final information.
- j) DIGITECH will present results of any CMS audits to METRO stakeholders. DIGITECH want to address any of METRO's questions or concerns prior to submission of the survey to CMS, but if there are any issues that arise during the audit process, DIGITECH will keep METRO appropriately engaged.

METRO hereby agrees to perform the following activities:

- a) METRO will identify and assemble the internal project team. The type of data requested may require participation from finance, operations, maintenance, human resources, and other business units in METRO's parent agency. METRO will identify who needs to be involved in the GADCS data collection and in the review processes.
- b) METRO will respond to DIGITECH data request for the GADCS project.
- c) METRO will review and provide DIGITECH feedback of working files and GADCS portal inputs.
- d) While DIGITECH staff will serve in the "Data Submitter" role for purposes of entering data into the CMS portal, METRO will need to register for the portal and serve in the "Data Certifier" role.
- e) METRO will communicate with DIGITECH regarding CMS inquiries. If CMS requests additional information regarding METRO's GADCS submission, DIGITECH anticipates that METRO will approve any communications or supporting documentation developed by DIGITECH in order to respond to CMS.

Data submission to CMS will occur no later than five (5) months after the end of collection period.

DIGITECH will invoice METRO for services performed a fee of **\$35,000**. DIGITECH will not invoice METRO for any portion of the fee until the GADCS report has been submitted to CMS and certified by METRO.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/05/2024

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

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

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 8940 Lyra Drive Suite 250 Columbus OH 43240 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Digitech Computer, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: ProAssurance Specialty Insurance Company		17400
	INSURER D: Columbia Casualty Company		31127
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570104952307 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			36073395	12/01/2023	12/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7363-09-65	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			78197881	12/01/2023	12/01/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB1X36498A23I3G	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Products Liability			N230H380021	12/01/2023	12/01/2024	Aggregate Limit	\$10,000,000
							Agg Deductible	\$150,000
							Per Occ Comp/Op	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Purchasing Agent, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies. RFQ/Contract # 458569. Professional Liability is included in the E&O limit.

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : GLAWCUMB
Certificate No : 570104952307



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Digitech Computer, LLC	
POLICY NUMBER See Certificate Numbe 570104952307			
CARRIER See Certificate Numbe 570104952307	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Products Liability			N230H380021	12/01/2023	12/01/2024	Per Occ Deductible	\$50,000
D	Cyber Liability			652283973 Cyber Media SIR applies per policy terms & conditions	12/01/2023	11/17/2024	Limit	\$5,000,000
							SIR	\$500,000
							Aggregate	\$5,000,000
D	E&O - Technology			652283973 Technology & PL SIR applies per policy terms & conditions	12/01/2023	11/17/2024	Limit	\$3,000,000
							SIR	\$500,000
							Aggregate	\$3,000,000



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 8940 Lyra Drive Suite 250 Columbus OH 43240 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME</td> </tr> <tr> <td style="width: 50%;">PHONE (A/C. No. Ext): (866) 283-7122</td> <td style="width: 50%;">FAX (A/C. No.): (800) 363-0105</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS</td> </tr> <tr> <td colspan="2">PRODUCER CUSTOMER ID #: 570000037575</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Travelers Casualty & Surety Co of America</td> <td>NAIC #: 31194</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME		PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	E-MAIL ADDRESS		PRODUCER CUSTOMER ID #: 570000037575		INSURER(S) AFFORDING COVERAGE		INSURER A: Travelers Casualty & Surety Co of America	NAIC #: 31194	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME																							
PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105																						
E-MAIL ADDRESS																							
PRODUCER CUSTOMER ID #: 570000037575																							
INSURER(S) AFFORDING COVERAGE																							
INSURER A: Travelers Casualty & Surety Co of America	NAIC #: 31194																						
INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							
INSURED Digatech Computer, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA																							

Holder Identifier: CRIME

COVERAGES	CERTIFICATE NUMBER: 570103934135	REVISION NUMBER:
LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)		

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime - Primary	106863858 SIR applies per policy terms & conditions	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> Blanket Limit	\$5,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570103934135

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive;"> </div>
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Contract Amendment Abstract

Contract Amendment Information

Contract Title: Fire Emergency Medical Services Billing and Collection

Amendment Summary: Amendment adds Exhibit C - HIPAA Business Associate Agreement

Contract Number: 458569 Amendment Number: 1 Solicitation Number: 1089664

Type of Contract: IDIQ Contract **Requires Council Legislation:** No

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 8/29/2019 Contract Expiration Date: 8/28/2024 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$5,000,000.00

Amendment Value: \$0.00 Fund: 10101

New Estimated Contract Life Value: \$5,000,000.00 BU: 32114210

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Jamie Hunter BAO Staff: Christopher Wood

Procuring Department: NFD Department(s) Served: NFD

Contractor Information

Contracting Firm: Digitech Computer, LLC ISN#: 7667

Address: 480 Bedford Road, Building 600 2nd Floor City: Chappaqua State: NY

Zip: 10514

Contractor is (Check Applicable): SBE SDV MBE WBE

Company Contact: Tom Pile Email Address: nashville@digitechcomputer.com

Phone #: 914-432-8462

Contractor Signatory: Mark Schiowitz **Email Address:** mschiowitz@digitechcomputer.com

Subcontractor Information

Small Business and Service Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Procurement Nondiscrimination Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 458569
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND DIGITECH COMPUTER, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and DIGITECH COMPUTER, LLC, located in Chappaqua, NY.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated August 29, 2019, Metro Contract numbered 458569, hereinafter the "CONTRACT", the parties hereby agree:

This amendment effects the following changes to the contract.

1. Adds Exhibit C – HIPAA Business Associate Agreement.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 458569

Amendment Number #1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

William Swann UB
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane JA
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto KM RJ
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Cynthia Gross BC
Metropolitan Attorney Insurance

John Cooper KW
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites 8/10/2020
Metropolitan Clerk Date

CONTRACTOR

Digitech Computer LLC.
Company Name

Mark Schiowitz
Signature of Company's Contracting Officer

Mark Schiowitz
Officer's Name

President & CEO
Officer's Title

HIPAA Business Associate Agreement

This Agreement is entered into upon execution of the master agreement, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("**Metro**" or "**Covered entity**") and **Digitech Computer, LLC** ("**Business Associate**").

SECTION 1 - DEFINITIONS

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean Digitech Computer, LLC
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean Metro, which must fall under one of the following categories:
 - (1) A health plan.
 - (2) A health care clearinghouse.
 - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.
- e. **Employer.** "Employer" is defined as it is in **26 U.S.C. § 3401(d)**.
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.
- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
 - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
 - (2) Includes, as set forth in 45 CFR § 160.103, any information, now also including genetic information, whether oral or recorded in any form or medium, that:
 - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

- (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- p. **Transaction.** "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that subcontractor(s) will appropriately safeguard PHI.

c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.

(i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:

- (1) The date of the Breach;
- (2) The date of the discovery of the Breach;
- (3) A description of the types of PHI that were involved;
- (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed,

acquired, or disclosed; and

(5) Any other details necessary to complete an assessment of the risk of harm to the Individual.

(ii) Business Associate shall cooperate with Metro in investigating the security breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.

(iii) Business Associate agrees to pay actual costs for notification and any associated mitigation costs incurred by Metro, such as credit monitoring, if Metro determines that the Breach is significant enough to warrant such measures.

(iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.

(v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.

e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.

g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.

h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.

i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.

j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.

k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Information Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.

m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Metro that:

- (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
- (iii) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- (iv) Changes the meaning or intent of the Standard's Implementations Specification(s).

n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

SECTION 3 - OBLIGATIONS OF METRO

a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

SECTION 4 – TERM, TERMINATION AND RETURN OF PHI

a. **Term.** The Term of this Agreement shall be effective upon execution of the master agreement and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within the time specified by Metro. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.

c. **Obligations on Termination.**

(i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro

does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

SECTION 5 - MISCELLANEOUS

- a. Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2020

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

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

PRODUCER License # BR-868164 Lawley Westchester Grp LLC 4 Manhattanville Rd Suite 107 Purchase, NY 10577	CONTACT NAME: PHONE (A/C, No, Ext): (914) 345-7000 FAX (A/C, No): (866) 211-4683 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Company</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Co</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company	11000	INSURER B : Hartford Fire Insurance Co	19682	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

INSURED
Digitech Computer LLC
 480 Bedford Road
 Bldg 600, 2nd Floor
 Chappaqua, NY 10514

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		01SBABE7567	5/31/2020	5/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01SBABE7567	5/31/2020	5/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBABE7567	5/31/2020	5/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	01WECAD5XJP	5/31/2020	5/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ: 1037657

Purchasing Agent, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured as required by written contract and as per policy terms, conditions, and exclusions.

Contract #458569

CERTIFICATE HOLDER
CANCELLATION

 Purchasing Agent, Metropolitan Government
 of Nashville and Davidson County
 Metro Courthouse
 Nashville, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2020

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

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

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Michael C. Cermak PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: mcermak@thompsonflanagan.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : NAS (Underwriters at Lloyds)	
INSURER B : Arch Insurance Company	
INSURER C : _____	
INSURER D : _____	
INSURER E : _____	
INSURER F : _____	

INSURED
Digitech Computer LLC
480 Bedford Rd.
Bldg 600, 2nd Floor
Chappaqua, NY 10514

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Cyber Liability			1139769	7/11/2020	7/11/2021	Per Claim/Aggregate	3,000,000
B	Crime Coverage			PCD1001850-01	5/31/2020	5/31/2021	Per Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ: 1037657

Purchasing Agent, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured as per policy terms, conditions, exclusions, and as required by written contract.

Contract #458569

CERTIFICATE HOLDER

CANCELLATION

Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Corthouse Nashville, TN 37201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	--

A2020055

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



RECEIVED
APR 06 2020

BY: JL to ML 4-6-2020

CA #: _____

Purchasing Log #: _____

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contact Title: Fire Emergency Medical Services Billing and Collection Contract Number: 458569
Amendment Number: _____

Requesting Department: Fire Requesting Departmental Contact (Name & Number): Leigh Anne Burtchaeil
615-862-6364

Contractor's Business Name: Digitech Name of Contract Signatory: Tom Pile
Contract Signatory Email Address: tpile@digitechcomputer.com
Address: 480 Bedford Road, Building 600, 2nd Floor City: Chappaqua ST: NY Zip: 10514

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input checked="" type="checkbox"/> Business Associate Agreement	Other (Describe)	Include applicable documentation

ACCOUNTING INFORMATION

BU Number: 32114210 Fund #: 10101 Any Other Accounting Info: _____

Requesting Department Director's Signature of Approval

Date

[Signature]

4-06-2020

To be completed by the Procurement Division

Contract Amendment is Approved

Contract Amendment is Denied

PURCHASING AGENT:

Michelle A. Horvath

Date:

5-14-2020

CA #
Purchasing Log #

Contact The Erie Emergency Medical Services Billing and Collection Department #58585
Requesting Department #10
615-802-3304
Contractor's Business Name: Digipath
Contract Signatory First Name: Tom
Contract Signatory Email Address: tom@digipath.com
Address: 480 Bedford Road, Building 800, 2nd Floor, C/O Chippewa, ST NY, 10814
Revision Requirements: Check all that apply

<input type="checkbox"/> Term Extension <input type="checkbox"/> Contract Value Increase Original Contract Amount Previously Executed Amendments Amount Current Amendment Amount Amendment % Increase Proposed Revised Contract Amount	<input type="checkbox"/> New End Date Include revised schedule if necessary Include revised fee schedule, budget and total contract value as appropriate
Scope of Work Revision Terms and Conditions Modification X - Business Associate Agreement/Order (See below)	Include revised scope of work and any subcontractor of work necessary Include applicable exhibits as appropriate along with appropriate indices Include applicable documentation

ACCOUNTING INFORMATION
BU Number 32114210 Fund # 10101 Any Other Accounting Info
5-14-2020
Requesting Department Director's Signature of Approval

Certificate Of Completion

Envelope Id: E05EBE97A42942C2A4DB585B6CBB9CBB

Status: Sent

Subject: Metro Contract 458569 Amendment 1 with Digitech Computer, LLC (NFD)

Source Envelope:

Document Pages: 12

Signatures: 7

Envelope Originator:

Certificate Pages: 17

Initials: 7

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

7/23/2020 5:06:47 PM

prg@nashville.gov

Signer Events

Signature

Timestamp

Jamie Hunter

jamie.hunter@nashville.gov

Procurement Resource Specialist

Procurement

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/23/2020 5:15:12 PM

Viewed: 7/23/2020 5:16:04 PM

Signed: 7/23/2020 5:16:25 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Terri L. Ray

terri.ray@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson

County

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/23/2020 5:16:28 PM

Viewed: 7/23/2020 5:21:07 PM

Signed: 7/23/2020 5:21:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leigh Anne Burtchaell

LeighAnne.Burtchaell@nashville.gov

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/23/2020 5:21:21 PM

Viewed: 7/23/2020 6:23:58 PM

Signed: 7/23/2020 6:24:26 PM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2020 6:23:58 PM

ID: 51e09fd3-8665-4399-a2d9-1e143b2064ea

Rachel Jones

rachel.jones@nashville.gov

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/23/2020 6:24:29 PM

Viewed: 7/23/2020 7:31:12 PM

Signed: 7/24/2020 7:44:46 AM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2020 7:31:12 PM

ID: 3858681c-84f6-4630-a710-aae50d388167

Signer Events	Signature	Timestamp
<p>Mark Schiowitz mschiowitz@digitechcomputer.com President & CEO Digitech Computer LLC. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/13/2019 3:03:55 PM ID: 75dd912a-5f90-419e-8783-5006bd888461</p>	<p><i>Mark Schiowitz</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 167.206.146.22</p>	<p>Sent: 7/24/2020 7:44:48 AM Viewed: 7/28/2020 6:27:58 AM Signed: 8/3/2020 12:27:38 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/3/2020 12:27:41 PM Viewed: 8/4/2020 10:42:30 AM Signed: 8/4/2020 10:42:40 AM</p>
<p>William Swann william.swann@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/5/2020 1:56:01 PM ID: e95d96d6-05d5-4f56-a776-c87aa4b8cefa</p>	<p>William Swann</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/4/2020 10:42:43 AM Viewed: 8/5/2020 1:56:01 PM Signed: 8/5/2020 1:56:55 PM</p>
<p>Kim McDaniel Kim.McDaniel@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/5/2020 6:02:31 PM ID: 2892bd1d-b17e-4bc0-9b88-4a476dd5fc4e</p>	<p><i>Kim</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/5/2020 1:56:58 PM Viewed: 8/5/2020 6:02:31 PM Signed: 8/5/2020 6:03:21 PM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/6/2020 6:37:23 AM ID: f08aeeb0-e7e7-4cbe-80aa-dadf81661767</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/5/2020 6:03:23 PM Viewed: 8/6/2020 6:37:23 AM Signed: 8/6/2020 6:37:38 AM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/7/2020 12:36:56 PM ID: 25cffe12-e0c7-4950-bad6-ac88bd8dd4a0</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 8/6/2020 6:37:40 AM Viewed: 8/6/2020 8:09:29 AM Signed: 8/6/2020 8:13:36 AM</p>

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 8/6/2020 8:13:40 AM Viewed: 8/6/2020 10:16:14 AM Signed: 8/6/2020 10:16:56 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/6/2020 10:16:14 AM ID: 92c91019-7bdb-4065-946d-f2d15071b75f</p>		
<p>Cynthia Gross cynthia.gross@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Cynthia Gross</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/6/2020 10:16:59 AM Resent: 8/7/2020 12:39:10 PM Resent: 8/9/2020 10:31:20 AM Resent: 8/10/2020 8:13:19 AM Viewed: 8/10/2020 9:42:55 AM Signed: 8/10/2020 9:44:27 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/10/2020 9:42:55 AM ID: ea5c7de3-d3c2-45cd-86d7-c5c99cfb51ca</p>		
<p>Kristin Wilson kristin.wilson@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>KW</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 8/10/2020 9:44:30 AM Viewed: 8/10/2020 10:52:07 AM Signed: 8/10/2020 10:52:14 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/10/2020 10:52:07 AM ID: e68bde1d-b259-48ed-8b1b-40592804e48c</p>		
<p>John Cooper mayor@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>John Cooper</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 8/10/2020 10:52:18 AM Viewed: 8/10/2020 12:44:49 PM Signed: 8/10/2020 12:45:01 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/10/2020 12:44:49 PM ID: fb99ba10-50e5-4331-9d64-f93c405a9967</p>		
<p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/10/2020 12:45:04 PM Viewed: 8/10/2020 1:09:26 PM Signed: 8/10/2020 1:09:37 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/10/2020 1:09:26 PM ID: 588996db-09f2-4c40-b5b9-a6216268dcf8</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/6/2020 8:13:39 AM Viewed: 8/6/2020 8:14:19 AM
Electronic Record and Signature Disclosure: Accepted: 8/6/2020 8:14:19 AM ID: 9263e649-51ab-4d8d-8c46-b57b52da33ac		

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/10/2020 1:09:42 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Leigh Anne Burtchaell LeighAnne.Burtchaell@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/10/2020 1:09:43 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/23/2020 6:23:58 PM
ID: 51e09fd3-8665-4399-a2d9-1e143b2064ea

PRG
prg@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner
amber.gardner@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/10/2020 1:09:43 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Contract InformationContract & Solicitation Title: **Fire Emergency Medical Services Billing and Collection**Contract Summary: **CONTRACTOR agrees to provide Fire Emergency Medical Services Billing and Collection in accordance with Exhibit A.**Contract Number: **458569** Solicitation Number: **1089664** Requisition Number: **148549**Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): **350805**Type of Contract/PO: **IDIQ Contract** **Requires Council Legislation: No****High Risk Contract** (Per Finance Department Contract Risk Management Policy): **Yes****Sexual Harassment Training Required** (per BL2018-1281): **Yes**Estimated Start Date: **8-26-2019** Estimated Expiration Date: **8-25-2024** Contract Term: **5 years**Estimated Contract Life Value: **\$5,000,000.00** Fund: **10101** BU: **32114210**Payment Terms: **Net 30** Selection Method: **RFP**Procurement Staff: **Sandra Walker** BAO Staff: **Christopher Wood**Procuring Department: **Fire** Department(s) Served: **Fire****Prime Contractor Information**Prime Contracting Firm: **Digitech Computer, LLC**E1#: **401587**Address: **480 Bedford Road Bldg 600, 2nd Floor**City: **Chappaqua**State: **NY**

Zip:

10514Prime Contractor is (Check Applicable): SBE SDV MBE WBE Prime Company Contact: **Tom Pile**Email Address: **tpile@digitechcomputer.com**Phone #: **(914)****432-8462**Prime Contractor Signatory: **Mark Schiowitz**Email Address: **mschiowitz@digitechcomputer.com****Disadvantaged Business Participation for Entire Contract***Small Business and Service Disabled Veteran Business Program:***N/A**Amount: **\$0.00**Percent, if applicable: *Procurement Nondiscrimination Program:***No M/WBE Participation**Amount: **\$0.00**Percent, if applicable: *Federal Disadvantaged Business Enterprise:***No**Amount: **\$0.00**Percent, if applicable:

* Amounts and/or percentages are not exclusive.

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Digitech	<input type="checkbox"/>	79.10	<input type="text"/>	Awarded
Change Healthcare	<input type="checkbox"/>	77.32	<input type="text"/>	Evaluated but not selected
EMS Management	<input type="checkbox"/>	50.66	<input type="text"/>	Evaluated but not selected

Contract/PO Lifecycle Report

Life Line Billing Systems, LLC	<input type="checkbox"/>	33.93	<input type="checkbox"/>	Evaluated but not selected
MARS/AMB	<input type="checkbox"/>	46.50	<input type="checkbox"/>	Evaluated but not selected
Optimum Medical	<input type="checkbox"/>	12.67	<input type="checkbox"/>	Evaluated but not selected

Award Information

Selection Method:

Procurement Staff Member:

No. of Contracts/POs Awarded:

This contract report is for Contract Number:

Procurement Lifecycle

Solicitation Process

Date the Requisition was Assigned:

Date Scope of Work was Finalized:

Date Solicitation was Published:

Final Due Date for Solicitation:

Award Process

Date BAO was Supplied Bid Info:

Date BAO Responded on Compliance:

Evaluation Completed:

Intent to Award Notification Date:

Contracting Process

PO Issued/Contract To DocuSign Date: *(completed by management team)*

Total Process

Total Procurement Life Cycle: Days *(calculated by management team)**

Brief Notations

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and Digitech Computer, LLC ("CONTRACTOR") located at 480 Bedford Road, Building 600, Second Floor, Chappaqua, NY 10514.

This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A (Pricing)*
 - *Exhibit B (ISA)*
- *The solicitation documentation for RFQ# 1089664 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Fire Emergency Medical Services Billing and Collection in accordance with Exhibit A.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$5,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.3. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.4. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall substantially cure the performance within thirty (30) days.

If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

Either party may terminate this Contract at any time upon thirty (30) days written notice to the other party. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Professional Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Errors and Omissions Insurance

Errors and Omissions Insurance in the amount one million (\$1,000,000.00) dollars.

7.4. Employee Dishonesty Insurance

Employee Dishonesty Insurance in the amount of two hundred and fifty thousand (\$250,000.00) dollars.

7.5. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.6. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.7. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.8. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require

each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.9. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Confidentiality

A. Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "

Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

B. Information which would allow a person to obtain unauthorized access to confidential information or to CONTRACTOR's property shall be maintained as confidential. "CONTRACTOR's property" includes electronic information processing systems, telecommunication systems, or other communications systems of CONTRACTOR. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and CONTRACTOR's property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by CONTRACTOR; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or CONTRACTOR's property.

The foregoing listing is not intended to be comprehensive, and any information which CONTRACTOR marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

METRO, and its Agents, for CONTRACTOR, may have access to sensitive information. METRO, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any CONTRACTOR information may compromise the integrity and security of CONTRACTOR, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of CONTRACTOR, METRO shall return all information in whatever form. In the event of any disclosure or threatened disclosure of CONTRACTOR information, CONTRACTOR is further authorized and entitled

to immediately seek and obtain injunctive or other similar relief against METRO, including but not limited to emergency and ex parte relief where available.

8.3. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.4. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.5. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.6. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.7. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be

made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.8. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.9. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.10. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.11. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.12. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.13. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.14. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.15. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.16. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.17. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit,

demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.18. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.19. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.20. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.21. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.22. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.23. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.24. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.25. Severability

Contract Purchase Agreement 458569,
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Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 458569

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Digitech Computer LLC

Attention: Mark Schiowitz

Address: 480 Bedford Rd, building 600, 2nd floor

City, State Zip Code: Chappaqua, NY 10514

Telephone: 914-741-1919 X 222

Fax: 914-741-2818

E-mail: Mark@digitechcomputer.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Diane Schuk

Attention: Controller

Address: 480 Bedford Rd, building 600, 2nd Floor

City, State Zip Code: Chappaqua, NY 10514

Email Address: dschuk@digitechcomputer.com

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Contract Number 458569

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

William Swann

WS

Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

Digitech Computer LLC.

Company Name

Mark Schiowitz

Signature of Company's Contracting Officer

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane

SW

Purchasing Agent

Purchasing

Mark Schiowitz

Officer's Name

President & CEO

Officer's Title

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Dneal

LO

RS

Director of Finance

OMB

BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

BC

Metropolitan Attorney

Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites

8/29/2019 | 9:12 AM CDT

Metropolitan Clerk

Date

EXHIBIT A (PRICING)

Digitech is confident that we will increase collections for the Metro Government of Nashville and Davidson County as we have in every other instance where we have been contracted. We are offering a fee of **3.35%** of Net Collected Revenue¹. We have prepared this proposal under several basic assumptions, including the following:

3.35%

All billing, collection, and transport data provided by Metro in its RFQ is accurate and it is understood by both parties that Digitech has relied on Metro data for pricing purposes.

Metro 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.

Metro will provide remittance information within 24 hours of receiving it.

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.

Printing and mailing of Metro's HIPAA privacy notice to all transported patients.

Availability of a national toll free 800 number for patients, Metro 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 ImageTrend ePCR system or to any future ePCR system chosen by Metro 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 Metro officials.

In-depth training for Metro personnel on tools provided by Digitech as well as any relevant changes to billing requirements based on industry standards or requirements of applicable health care laws and regulation.

Regular meetings for review of performance on a mutually-agreed upon schedule.

SECTION A-1

General Terms and Conditions

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

SECTION AST

Agent Security and Training

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
 - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3** Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5** Education about workstation and portable device protection; and
- 4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1** Instructions on how to identify Metro Government Information.
- 4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION BU

Information Backup, Contingency Planning and Risk Management

1 General.

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

2 Storage of Backup Media. Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

3 Disaster Recovery Plan. Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

4 Emergency Mode Operation Plan. Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

8 Data Breach and Incident Reporting.

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within 24 hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

- 9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, which has been approved by Metro, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

10 Law Enforcement.

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

- 11 **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

- 12 **Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 **Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

- 14 **Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

SECTION DMH

Device and Storage Media Handling

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

- 2 Media Disposal.**
 - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
 - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC

Encryption and Transmission of Information

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

SECTION IR

Incident Response

1 Incident Reporting. Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION LOG

Audit Logs

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
 - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
 - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
 - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
 - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
 - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

SECTION NET

Network Security

1 Network Equipment Installation.

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 Network Bridging. Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

3 Change Management. Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

4 System / Information Access.

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

SECTION REM

Remote Access to Metro Government Network/System

1 B2B VPN or Private Circuit Requirements.

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

2 Requirements for Dial-In Modems.

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

3 System / Information Access. Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

4 Remote Access Account Usage.

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

5 Metro Government Network Access Requirements.

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
 - 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
 - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
 - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

6 Use of Remote Support Tools on Metro Government Network.

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

7 Remote Control Software

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

SECTION VMGT**Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

3 Authentication.

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

8 System / Information Access.

- 8.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 System Maintenance.

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

SECTION PCI

Payment Card Industry (PCI) Security Standards

1. **Payment application vendor.** Contractor that sells and supports applications that store, process, and/or transmit cardholder data shall have application assessed and validated for compliance with the Payment Application Data Security Standard (PA-DSS). Proof of validation shall be provided.
2. **Payment terminal vendor.** Contractor that sells and supports devices used to accept card payments (e.g., payment terminal) shall have the PIN Transaction Security (PTS) devices validated to conform to the PCI PTS standard.
3. **Payment processors, e-commerce hosting providers/processors.** Contractor that stores, processes, or transmits cardholder data on behalf of Metro or that hosts and manages any e-commerce server/website and/or develop and support Metro websites shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
4. **Providers of software as a service.** Contractor that develops, hosts and/or manages any Metro cloud-based web application or payment application (e.g., online ticketing or booking application) shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
5. **Integrators/resellers.** Contractor that installs PA-DSS validated payment applications for Metro must be a PCI Qualified Integrator or Reseller (QIR).
6. All applicable compliance shall be maintained for the duration of the contract. Proof of validation shall be current, valid for the service under contract and available upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2019

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

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

PRODUCER License # BR-868164 Lawley Westchester Grp LLC 4 Manhattanville Rd Suite 107 Purchase, NY 10577	CONTACT NAME: PHONE (A/C, No, Ext): 1 (914) 345-7000 FAX (A/C, No): 1 (866) 211-4683 E-MAIL ADDRESS: _____ _____
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Digitech Computer Inc 480 Bedford Road Bldg 600, 2nd Floor Chappaqua, NY 10514	INSURER A : Sentinel Insurance Company 11000 INSURER B : Federal Insurance Co 20281 INSURER C : Travelers Casualty & Surety of America 31194 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		01SBAAW4097	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01SBAAW4097	01/11/2019	01/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBAAW4097	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	01WECDW1840	01/11/2019	01/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			82500934	07/11/2018	07/11/2019	Limit/Aggregate \$ 3,000,000
C	Crime Coverage			106297208	07/01/2018	07/01/2019	Employee Dishonesty \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFQ: 1037657
 Purchasing Agent, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured as per policy terms, conditions, exclusions, and as required by written contract.

CERTIFICATE HOLDER Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Corthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

June 14, 2019

Tom Pile
Digitech
480 Bedford Road, Building 600, Second Floor
Chappaqua, NY 10514
Re: **RFQ # 1089664, Fire Emergency Medical Services Billing and Collection**

Dear Mr. Pile:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1089664 for Fire Emergency Medical Services Billing and Collection. This letter hereby notifies you of Metro's intent to award to Digitech, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Jerval Watson, BAO Representative, at (615) 862-5461 or at jerval.watson@nashville.gov

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Sandra Walker by email at Sandra.walker@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in blue ink that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219-6300

www.Nashville.gov
Phone: 615-862-6180
Fax: 615-862-6179

RFQ # 1089664-Fire Emergency Medical Services Billing and Collection

Requirement Round (1) 100 points

	Change Healthcare Technology Enabled Services, LLC	Digitech	EMS Management & Consultants, Inc.	Life Line Billing Systems, LLC	MARS/AMB	Optimum Medical Billing Services LLC
Cost Criteria (20 Points)	18.82	19.10	13.91	12.93	20.00	10.67
Capacity and Ability to Meet Scheduling Requirements (20 Points)	15.00	17.00	10.00	7.00	10.00	2.00
Key Past performance and References (20 Points)	17.00	15.00	10.00	5.00	5.00	0.00
Business Plan (35 Points)	26.00	27.00	15.00	8.00	10.00	0.00
Small and/or Service Disable Veteran-owned Business Plan (5 Points)	0.50	1.00	1.75	1.00	1.50	0.00
Total Evaluation Scores Round (1)	77.32	79.10	50.66	33.93	46.50	12.67

System Demonstration Round Round (2) 100 Points	Change Healthcare Technology Enabled Services, LLC	Digitech
Total Evaluation Scores Round (2)	75.00	100.00
Overall Scoring Rounds (1 & 2)	152.32	179.10

Evaluation Comments

Change Healthcare Technology Enabled Services, LLC

Strengths - Capacity and Ability to Meet Scheduling Requirements; Key Past performance and References and Good Business Plan.

Weakness - Vendor response lacked specific detail on how they would deliver requirements for contract; All projects listed not of similar size and scope and Failed to provide a response on ability to accept credit card payments via phone utilizing Metro's credit card gateway and processor. Flow chart was used instead of a demonstration of how a run ticket will be processed from import to closure of account; Bullet points on a PowerPoint slide were used instead of a demonstration of any electronic interfaces with hospitals, insurance companies, etc. Including the process for working tickets when interfaces do not exist or function properly; Briefly discussed the refund process instead of demonstrating refund process; Tracking of Medicare appeals lacked specific detail; Failed to demonstrate the patient portal, only briefly discussed; Metro cannot add notes to patient accounts; Showed list of reports available to Metro however failed to demonstrate how to run and view the reports and Overall SBE/SDV plan lacked detail.

Digitech

Strengths - Good overall Capacity and Ability to Meet Scheduling Requirements; Key Past performance and References and Good Overall Business Plan, System Demonstration and Detailed information on the commitment to prompt payment

Weaknesses - Overall answers were difficult to locate; Failed to provide description of services provided and collection rate achieved for the client, Single point of contact for Metro staff responsible for managing the contract was unclear and Overall SBE/SDV plan lacked detail.

EMS Management & Consultants, Inc.

Strengths - Expressed commitment to SBE/SDV participation, approach, and monitoring. Also committed to monthly reporting.

Weaknesses - Overall Capacity and Ability to Meet Scheduling Requirements lacked specific detail; All projects listed not of similar size and scope; Overall Business Plan lacked specific detail; Failed to provide a response to ability to separate and track private pay accounts from accounts with patient co-pays; Failed to provide a response to bills with no payment activity for 90 days; Failed to provide a response to provide a single point of contact for Metro staff responsible for managing this contract; Response to hard copy reports lacked detail; Failed to provide a response for all labor, materials and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing and Overall SBE/SDV plan lacked detail.

Life Line Billing Systems, LLC

Strengths - Expressed commitment to SBE/SDV participation, approach, monitoring and committed to monthly reporting.

Weaknesses - Overall Capacity and Ability to Meet Scheduling Requirements lacked specific detail; Failed to provide a response for delivery requirements for this contract; Failed to provide a response detailing how firm is structured to ensure timely delivery of services/products; Failed to provide a response describing in detail firm's capacity to handle NFD EMS transport volume; All projects listed not of similar size and scope, Overall Business Plan failed to provide responses to significant key criteria requirements and Lacks strategic approach, Failed to provide information on past projects and Lacked detailed description of the services provided.

MARS/AMB

Strengths - Delivery solution plan and Expressed commitment to SBE/SDV participation.

Weaknesses - Overall Capacity and Ability to Meet Scheduling Requirements lacked specific detail; All projects listed not of similar size and scope; Overall Business Plan lacked specific detail; Failed to provide a response to the following: Ability to separate and track private pay accounts from accounts with patient co-pays, Ability to reconcile Patient accounts in collections with Collection vendor both to verify quantity and dollar value, Process for tracking Medicare appeals electronically including all steps involved in the appeal process by run number and patient name from point of hearing request through final resolution, Provide regular updates and on-going training to Metro on changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations, Provide Metro with Contractor's "Red Flag" plan and all updates throughout the term of the contract. The Red Flags Rule requires businesses to implement a written Identity Theft Prevention Program to detect the warning signs (Red Flags) or identity theft in their day to day operations, Comply with all HIPAA rules and regulations. Print and mail Metro's HIPAA required privacy notice to all transported patients, response to hard copy reports lacked specific detail and Overall SBE/SDV plan lacked detail.

Optimum Medical Billing Services LLC

Strengths - N/A

Weaknesses - Overall Capacity and Ability to Meet Scheduling Requirements failed to provide responses to the criteria; Failed to provide Key Past performance, References and Business Plan and Failed to provide SBE/SDV plan.



Contract Standards Deviations

Contract Purchase Agreement 458569.0: Contract Standards Deviations - 12-Aug-2019

Supplier **Digitech Computer, LLC**
Buyer **WALKER, SANDRA M**

Supplier Site **R-Briarcliff Ma**
Amount **5000000.00**

Contract Template **MASTER Goods and Services Contract**

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Non-Standard clause added	4. COMPENSATION	4.2. Escalation/De-escalation
Non-Standard clause added	7. INSURANCE	7.3. Errors and Omissions Insurance
Non-Standard clause added	7. INSURANCE	7.4. Employee Dishonesty Insurance
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Standard clause modified	5. TERMINATION	5.1. 31:Breach
Standard clause modified	5. TERMINATION	5.3. 33:Notice
Standard clause modified	7. INSURANCE	7.2. 50:ProfessionalLiability Insurance
Standard clause modified	8. GENERAL TERMS AND CONDITIONS	8.2. 134:Confidentiality
Standard clause modified	8. GENERAL TERMS AND CONDITIONS	8.18. 67:Indemnification and Hold Harmless
Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	4. COMPENSATION	4.4. 27:Escalation/De-escalation
Optional clause removed	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.2. 29:Warranty
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.3. 167:Software License

Policy Deviations

Deviation	Description	Line	Item	Item Description
	The contract has no Policy Deviations			



Contract Standards Deviations



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.2. Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Non-Standard clause added

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.3. Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Non-Standard clause added

Clause Text

Errors and Omissions Insurance in the amount one million (\$1,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.4. Employee Dishonesty Insurance
Section	7. INSURANCE
Deviation	Non-Standard clause added

Clause Text

Employee Dishonesty Insurance in the amount of two hundred and fifty thousand (\$250,000.00) dollars.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and Digitech Computer, LLC ("CONTRACTOR") located at 480 Bedford Road, Building 600, Second Floor, Chappaqua, NY 10514.

This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A (Pricing)***
 - ***Exhibit B (ISA)***
- ***The solicitation documentation for RFQ# 1089664 and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Procurement Nondiscrimination Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and - Enter Legal Name Digitech Computer, LLC ("CONTRACTOR") located at Enter Address, City, ST ZIP- 480 Bedford Road, Building 600, Second Floor, Chappaqua, NY 10514.

— This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits, Exhibit A (Pricing)Exhibit B (ISA)
- The solicitation documentation for RFQ# [Enter Number] 1089664 and affidavit(s) (all made a part of this contract by reference),
- Purchase Orders (and PO Changes),
- CONTRACTOR's response to the solicitation,
- Procurement Nondiscrimination Program forms (incorporated by reference).



Contract Standards Deviations

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-
-
- In the event of conflicting provisions, all documents shall be construed in the order listed above. -
-



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide Fire Emergency Medical Services Billing and Collection in accordance with Exhibit A.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below~~ Fire Emergency Medical Services Billing and ~~more fully defined~~ Collection in ~~the solicitation.~~ accordance with Exhibit A.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

Comparison to Standard

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end ~~-[INSERT END DATE OR AT PROJECT COMPLETION] or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired sixty (60) months from - CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.~~

~~-[FIRST TWO SENTENCES OF THE NEXT PARAGRAPH MAY BE REMOVED IF THE CONTRACT CANNOT BE EXTENDED]~~

~~-This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion date of filing with the Purchasing Agent. However, in Metropolitan Clerk's Office. In~~ no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan ~~Clerk's Clerk's~~ Office.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$5,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~\$(Agreement Amount).~~ \$5,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.1. 31:Breach
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall substantially cure the performance within thirty (30) days.

If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

Comparison to Standard

- Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall substantially cure the performance within thirty (30) days. -

- If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR. -

-

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.3. 33:Notice
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

Either party may terminate this Contract at any time upon thirty (30) days written notice to the other party. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

Comparison to Standard

~~-METRO~~ Either party may terminate this Contract at any time upon thirty (30) days written notice to ~~-CONTRACTOR-~~ the other party. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.2. 50:ProfessionalLiability Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

In the amount of one million (\$1,000,000.00) dollars.

????

Comparison to Standard

In the amount of one million (\$1,000,000.00) ~~dollars (If the CONTRACTOR is producing the goods purchased by METRO)~~
dollars.

????

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.2. 134:Confidentiality
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

A. Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

B. Information which would allow a person to obtain unauthorized access to confidential information or to CONTRACTOR's property shall be maintained as confidential. "CONTRACTOR's property" includes electronic information processing systems, telecommunication systems, or other communications systems of CONTRACTOR. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and CONTRACTOR's property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by CONTRACTOR; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or CONTRACTOR's property.

The foregoing listing is not intended to be comprehensive, and any information which CONTRACTOR marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

METRO, and its Agents, for CONTRACTOR, may have access to sensitive information. METRO, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any CONTRACTOR information may compromise the integrity and security of CONTRACTOR, violate individual rights of privacy, and/or constitute a criminal act.

Contract Standards Deviations

Upon the request of CONTRACTOR, METRO shall return all information in whatever form. In the event of any disclosure or threatened disclosure of CONTRACTOR information, CONTRACTOR is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against METRO, including but not limited to emergency and ex parte relief where available.

Comparison to Standard

A. Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

B. Information which would allow a person to obtain unauthorized access to confidential information or to CONTRACTOR's property shall be maintained as confidential. "CONTRACTOR's property" includes electronic information processing systems, telecommunication systems, or other communications systems of CONTRACTOR. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and CONTRACTOR's property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by CONTRACTOR; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or CONTRACTOR's property. The foregoing listing is not intended to be comprehensive, and any information which CONTRACTOR marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information. METRO, and its Agents, for CONTRACTOR, may have access to sensitive information. METRO, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or



Contract Standards Deviations

electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any CONTRACTOR information may compromise the integrity and security of CONTRACTOR, violate individual rights of privacy, and/or constitute a criminal act. Upon the request of CONTRACTOR, METRO shall return all information in whatever form. In the event of any disclosure or threatened disclosure of CONTRACTOR information, CONTRACTOR is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against METRO, including but not limited to emergency and ex parte relief where available.

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Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.18. 67:Indemnification and Hold Harmless
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

Comparison to Standard

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide. -

~~E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.~~



Contract Standards Deviations



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Optional clause removed

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Optional clause removed

Clause Text

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.2. 29:Warranty
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.3. 167:Software License
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2019

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

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

PRODUCER License # BR-868164 Lawley Westchester Grp LLC 4 Manhattanville Rd Suite 107 Purchase, NY 10577	CONTACT NAME: PHONE (A/C, No, Ext): 1 (914) 345-7000 FAX (A/C, No): 1 (866) 211-4683 E-MAIL ADDRESS: _____ _____
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Digitech Computer Inc 480 Bedford Road Bldg 600, 2nd Floor Chappaqua, NY 10514	INSURER A : Sentinel Insurance Company 11000 INSURER B : Federal Insurance Co 20281 INSURER C : Travelers Casualty & Surety of America 31194 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		01SBAAW4097	01/11/2019	01/11/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01SBAAW4097	01/11/2019	01/11/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBAAW4097	01/11/2019	01/11/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	01WECDW1840	01/11/2019	01/11/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Professional Liab			82500934	07/11/2018	07/11/2019	Limit/Aggregate 3,000,000														
C	Crime Coverage			106297208	07/01/2018	07/01/2019	Employee Dishonesty 500,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFQ: 1037657
 Purchasing Agent, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured as per policy terms, conditions, exclusions, and as required by written contract.

CERTIFICATE HOLDER Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Corthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2019

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

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PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Michael C. Cermak PHONE (A/C, No, Ext): (312) 239-2800 FAX (A/C, No): (312) 263-1551 E-MAIL ADDRESS: _____ _____
INSURER(S) AFFORDING COVERAGE	
INSURER A : NAS (Underwriters at Lloyds)	
INSURER B : Arch Insurance Company 11150	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber/E&O Liability			1120029	7/11/2019	7/11/2020	Per Claim/Aggregate	3,000,000
B	Crime Coverage			PCD1001850-00	5/31/2019	5/31/2020	Per Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFQ: 1037657
 Purchasing Agent, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees. and volunteers are included as additional insured as per policy terms, conditions, exclusions, and as required by written contract.

CERTIFICATE HOLDER Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Corthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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
Certificate Of Completion

Envelope Id: BAF80D1A5A94466B8E15A3CBAD0F09C6	Status: Completed
Subject: Metro Contract 458569 with Digitech Computer, LLC (Fire)	
Source Envelope:	
Document Pages: 67	Signatures: 6
Certificate Pages: 17	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
8/12/2019 3:36:43 PM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Sandra Walker sandra.walker@nashville.gov Senior Procurement Officer Metro Nashville Finance Procurement Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 8/12/2019 3:42:36 PM Viewed: 8/12/2019 3:44:52 PM Signed: 8/12/2019 3:45:12 PM


Electronic Record and Signature Disclosure: Not Offered via DocuSign

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 8/12/2019 3:45:15 PM Viewed: 8/12/2019 4:30:05 PM Signed: 8/12/2019 4:56:22 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Leigh Anne Burtchaell LeighAnne.Burtchaell@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 8/12/2019 4:56:25 PM Viewed: 8/13/2019 8:27:20 AM Signed: 8/13/2019 8:27:34 AM
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Electronic Record and Signature Disclosure: Accepted: 8/13/2019 8:27:20 AM ID: de2ca4a5-0d7c-4c2a-abc7-aaabb88b84b6

Richie Swiger Richard.Swiger@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 8/13/2019 8:27:37 AM Viewed: 8/13/2019 9:01:04 AM Signed: 8/13/2019 9:07:53 AM
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Electronic Record and Signature Disclosure: Accepted: 8/13/2019 9:01:04 AM ID: 967282e1-9407-4000-ac66-c5a87a68e0ad

Signer Events	Signature	Timestamp
<p>Mark Schiowitz mschiowitz@digitechcomputer.com President & CEO Digitech Computer LLC. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/13/2019 3:03:55 PM ID: 75dd912a-5f90-419e-8783-5006bd888461</p>	<p><i>Mark Schiowitz</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 167.206.146.22</p>	<p>Sent: 8/13/2019 9:07:56 AM Viewed: 8/13/2019 3:03:55 PM Signed: 8/13/2019 3:16:54 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/13/2019 3:16:57 PM Viewed: 8/14/2019 11:11:41 AM Signed: 8/14/2019 11:11:52 AM</p>
<p>William Swann william.swann@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/14/2019 2:41:22 PM ID: bc353802-821a-44a0-9b51-03a73548e988</p>	<p>William Swann</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 8/14/2019 11:11:55 AM Viewed: 8/14/2019 2:41:22 PM Signed: 8/14/2019 2:41:52 PM</p>
<p>Christopher L. Harmon chris.harmon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/14/2019 3:06:13 PM ID: a1e85926-4852-48dd-be1a-4480f102c8cf</p>	<p><i>CH</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 8/14/2019 2:41:55 PM Viewed: 8/14/2019 3:06:13 PM Signed: 8/14/2019 3:07:17 PM</p>
<p>Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/14/2019 3:38:46 PM ID: f050e9f7-73db-4f37-82f8-c25bb925fb53</p>	<p><i>Talia Lomax O'dneal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.195.21.147 Signed using mobile</p>	<p>Sent: 8/14/2019 3:07:20 PM Viewed: 8/14/2019 3:38:46 PM Signed: 8/14/2019 3:40:17 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/28/2019 2:09:07 PM ID: 0f8dc2d6-6472-49bf-90f8-1187fc08302e</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 8/14/2019 3:40:20 PM Viewed: 8/14/2019 3:44:33 PM Signed: 8/15/2019 8:16:40 AM</p>

Signer Events**Signature****Timestamp**

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication
(None)

BC

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

Sent: 8/15/2019 8:16:45 AM
Viewed: 8/15/2019 8:34:01 AM
Signed: 8/22/2019 10:50:55 AM

Electronic Record and Signature Disclosure:

Accepted: 8/22/2019 10:50:08 AM
ID: 2fb307fb-b86a-4006-9c51-31d5af0726d9

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)

Macy Amos

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

Sent: 8/22/2019 10:50:59 AM
Resent: 8/27/2019 8:25:31 AM
Viewed: 8/23/2019 2:29:57 PM
Signed: 8/28/2019 4:28:29 PM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2019 2:29:57 PM
ID: f9d504ea-776b-4243-a0e8-918706d05aac

Elizabeth Waites
Elizabeth.Waites@nashville.gov
Security Level: Email, Account Authentication
(None)

Elizabeth Waites

Signature Adoption: Pre-selected Style
Using IP Address: 174.195.3.1
Signed using mobile

Sent: 8/28/2019 4:28:33 PM
Viewed: 8/29/2019 9:12:02 AM
Signed: 8/29/2019 9:12:14 AM

Electronic Record and Signature Disclosure:

Accepted: 8/29/2019 9:12:02 AM
ID: 9731277b-c1e0-4896-9dd9-a8c585e4fb68

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

VIEWED

Using IP Address: 170.190.198.100

Sent: 8/15/2019 8:16:44 AM
Resent: 8/19/2019 1:50:10 PM
Resent: 8/26/2019 7:24:43 AM
Viewed: 8/15/2019 8:17:41 AM
Completed: 8/29/2019 9:12:20 AM

Electronic Record and Signature Disclosure:

Accepted: 8/15/2019 8:17:41 AM
ID: d08ee98e-d671-4b09-8f1f-0c6929bb3a04

Certified Delivery Events**Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 8/29/2019 9:12:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Tom Pile tpile@digitechcomputer.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/29/2019 9:12:19 AM Viewed: 8/29/2019 9:35:16 AM
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Matthew M Mandell, Esq matt@mandellmandell.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/29/2019 9:12:20 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/29/2019 9:12:20 AM
Certified Delivered	Security Checked	8/29/2019 9:12:20 AM
Completed	Security Checked	8/29/2019 9:12:20 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024083

Date Received: Jan. 23, 2024

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Fire Emergency Medical Services Billing & Colletion Contract Number: 458569

Amendment Number: 2

Requesting Department: Nahsville Fire Dept
Faust 615-862-4791

Requesting Departmental Contact (Name & Number): Laura

Contractor's Business Name: Digitech Computer LLC

Name of Contract Signatory: Mark Schiowitz

Contract Signatory Email Address: sales@digitechcomputer.com

Address: 480 Bedford Rd, Bldg 600 2nd Floor. City: Chappaqua ST: NY Zip: 10514

Revision Accomplishes: Check all that apply

<p>1 year Term Extension</p>	<p>New End Date: August 31, 2025 <u>June 30, 2025</u></p>	<p>Include revised schedule if necessary</p>
<p>1,000,000.00 Contract Value Increase</p>	<p>Original Contract Amount 5,000,000.00</p> <p>Previously Executed Amendment(s) Amount 0</p> <p>Current Amendment Amount 1,000,000.00 <u>\$890,000.00</u></p> <p>Amendment % Increase 20%</p> <p>Proposed Revised Contract Amount 6,000,000.00 <u>\$5,890,000.00</u></p>	<p>Include revised fee schedules, budget, and total contract value as appropriate</p> <p align="center"><u>Approval of Changes</u></p> <p align="right"><i>MLL</i> 2/28/2024 9:13 AM CST</p>
<p>Scope of Revision</p> <p>The Centers for Medicare and Medicaid Services (CMS) requires Nashville Fire Dept to collect and report cost, revenue, utilization, and other information for the Medicare Ground Ambulance Data Collection System (GADCS). Digitech will work with Nashville Fire Dept to collect the data need for submission, establish how best to organize it for proper filing, create worksheets and backup for tracking and accountability. This includes working with Nashville Fire Dept to:</p>		<p>Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary</p>

<ol style="list-style-type: none"> 1. Combing through expenditure data, including labor, facility, vehicle, and other cost information to establish classifications for the GADCS instrument. 2. Creating working files, as necessary, to process expenditure data. Throughout the analysis of expenditures and other data elements, and incorporate automated checks as one of the first steps in the Quality Assurance (“QA”) process. 3. Gathering and analyzing computer-aided dispatch (“CAD”) data in order to develop appropriate cost allocation methodologies. They will analyze our data and determine the optimal approach to allocation of costs. 4. Preparing all working files and present a draft survey submission to Nashville Fire Dept.. 5. Entering all data into the GADCS instrument, upload required supporting documentation (if applicable), and prepare the survey for certification from Nashville Fire Dept. 6. Digitech will respond to audit requests from CMS. They will incorporate revisions as needed into the survey to certify and submit final information and Digitech will present results of any CMS audits to Nashville Fire Dept. 7. Digitech will address any of Nashville Fire Dept. questions or concerns prior to submission of the survey to CMS and if any issues that arise during the audit process. <p>Scope of Work Revision</p>	
<p>See attached amendment Terms and Conditions Modification</p>	<p>Include applicable exhibits as appropriate along with appropriate redlines</p>
<p>____Other (Describe)</p>	<p>Include applicable documentation</p>

ACCOUNTING INFORMATION:

BU Number: 32115410 Fund #: 10101 Any Other Accounting Info: _____

Procurement will route in DocuSign for signatures below

Department Requester *Laura Faust*

William Swann

1/24/2024 | 3:20 AM PST

Requesting Department Director’s Signature of Approval

Date

CA #: A2024083

Date Received: Jan. 23, 2024

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 2/3/2024 | 8:02 PM CS


Certificate Of Completion

Envelope Id: 533CD555D409423FBEEEB3E0E9210E2E	Status: Sent
Subject: Metro Contract 458569 Amendment 2 with Digitech Computer LLC (NFD)	
Source Envelope:	
Document Pages: 102	Signatures: 10
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 4/24/2024 12:47:33 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 4/24/2024 2:14:56 PM Viewed: 4/25/2024 6:28:33 AM Signed: 4/25/2024 6:28:48 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Leigh Anne Burtchell LeighAnne.Burtchaell@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/25/2024 6:28:54 AM Viewed: 4/25/2024 6:49:24 AM Signed: 4/25/2024 6:50:03 AM
--	---	--


Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
Accepted: 4/25/2024 6:49:24 AM
ID: 4508ce74-cfb4-480b-b8b4-7d184bb4383a

Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/25/2024 6:50:10 AM Viewed: 4/25/2024 8:05:58 AM Signed: 4/25/2024 8:06:37 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Accepted: 4/25/2024 8:05:58 AM
ID: 330d49fa-5983-412a-9945-2693c08d0e25

Mark Schiowitz sales@digitechcomputer.com President & CEO Digitech Computer LLC Security Level: Email, Account Authentication (None)		Sent: 4/25/2024 8:06:47 AM Viewed: 4/25/2024 10:10:38 AM Signed: 4/29/2024 11:35:36 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 167.206.146.22

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 4/25/2024 10:10:38 AM
ID: 7dfc9ed5-2550-425b-84fb-202e939cf20c

Dennis Rowland
dennis.rowland@nashville.gov
Purchasing Agent & Chief Procurement Officer
Security Level: Email, Account Authentication
(None)

Dennis Rowland

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 4/29/2024 11:35:42 AM
Viewed: 5/1/2024 6:11:00 AM
Signed: 5/1/2024 6:12:01 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

William Swann
william.swann@nashville.gov
Security Level: Email, Account Authentication
(None)

William Swann

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 5/1/2024 6:12:08 AM
Viewed: 5/1/2024 12:06:09 PM
Signed: 5/1/2024 12:06:20 PM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2024 12:06:09 PM
ID: 17fab06c-2935-4d88-8515-cfe00e9f10db

Kevin Crumbo/tlo
talia.lomaxodneal@nashville.gov
Dep Dir of Finance
Security Level: Email, Account Authentication
(None)

Kevin Crumbo/tlo

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 5/1/2024 12:06:28 PM
Viewed: 5/1/2024 12:36:10 PM
Signed: 5/1/2024 12:36:33 PM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2024 12:36:10 PM
ID: 57911341-8edf-4ea8-aac4-b84f6da25767

Kevin Crumbo/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication
(None)

Kevin Crumbo/mjw

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Sent: 5/1/2024 12:36:42 PM
Viewed: 5/1/2024 1:41:57 PM
Signed: 5/1/2024 1:43:20 PM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2024 1:41:57 PM
ID: 0c70e3c2-7727-41d9-a8c6-2505782f5349


Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication
(None)

BC

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 5/1/2024 1:43:28 PM
Viewed: 5/1/2024 2:37:34 PM
Signed: 5/1/2024 2:37:45 PM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2024 2:37:34 PM
ID: 1075a76b-dcaa-4f38-8db7-299e8a3945d2

Signer Events	Signature	Timestamp
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/1/2024 2:37:51 PM Viewed: 5/3/2024 8:58:06 AM Signed: 5/3/2024 8:58:45 AM

Electronic Record and Signature Disclosure:
Accepted: 5/3/2024 8:58:05 AM
ID: c0f91fc2-2081-4dec-bcb2-6bd3e6463302

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	Sent: 5/3/2024 8:58:59 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jan Harvey jan.harvey@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/24/2024 2:14:56 PM
Electronic Record and Signature Disclosure: Accepted: 2/26/2024 11:06:17 AM ID: 9d89c1ef-08fe-4690-8b78-798be585440c		

Michelle A. Hernandez Lane michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/29/2024 11:35:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/3/2024 8:58:54 AM
Electronic Record and Signature Disclosure: Accepted: 5/3/2024 5:38:33 AM ID: eb8a4414-4ad3-4e32-92e1-2ef3d08ce1b4		

Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/3/2024 8:58:55 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Accepted: 5/3/2024 8:58:05 AM ID: c0f91fc2-2081-4dec-bcb2-6bd3e6463302		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/3/2024 8:51:07 AM ID: 88572a79-9a8e-407a-a277-406ce4cb1eaa		
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/14/2024 8:19:38 AM ID: 81bda5e9-601f-479a-bf99-144bac270f1a		
Laura Faust laura.faust@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 1/23/2024 9:29:58 AM ID: 00183488-fb75-4a67-af89-ffc10d7cd3bb		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/29/2024 8:09:04 AM ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdce0adb		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2024 2:14:56 PM
Envelope Updated	Security Checked	4/24/2024 4:34:05 PM
Envelope Updated	Security Checked	4/25/2024 6:43:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		