

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES – THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV3603

**TITLE/DESCRIPTION: ELECTRONIC MANAGEMENT INFORMATION SYSTEM (MIS) FOR EMERGENCY
MEDICAL SERVICES**

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“CITY” or “City”), and Digitech Computer LLC (“CONTRACTOR” or “Contractor”).

Sec. 1. The Contract and Order of Precedence. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Standard City Contract; and
- (b) CITY’s RFP No. EV3603 and CONTRACTOR’s Proposal that is incorporated into this Contract by reference.
- (c) any and all Attachments and Exhibits attached to this Contract. All documents listed in this Section 1 shall be collectively referred to as the “Contract Documents” and are incorporated into the Contract. CITY and CONTRACTOR agree that the terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Standard City Contract and the terms “Agreement” and “Contract” and “Contract Documents” each include all “Contract Documents.” Any capitalized term used, but not defined in this Standard City Contract, shall have the meaning given to such term in the applicable document, listed in this Section 1, that makes up the Contract.

Attachment A: Scope of Work – Full Billing Transition
Attachment B: Scope of Work – SaaS Model
Attachment C: Project/Training Schedule
Attachment D: Pricing
Attachment E: Transition
Attachment F: Digitech Hosting Agreement
Attachment G: CITY and CONTRACTOR’s Business Associate Agreement
Attachment H: Contract Escalation Contacts

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on August 1, 2026 and shall end on July 31, 2027. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

- (b) **Renewal Terms.** The CITY has the unilateral right to renew this contract for up to nine (9) additional one (1) year terms, unless CITY provides CONTRACTOR thirty (30 days' notice of cancellation.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract. The transition must be completed within six (6) months unless otherwise agreed to by the parties.

Sec. 3. Compensation and Services.

- a) For all services provided by the CONTRACTOR in accordance with the Attachment A -Scope of Work – Full Billing Transition; –, Attachment B - Scope of Work – SaaS Model; Attachment - C Training Schedule; Attachment D: Pricing, CITY shall pay CONTRACTOR a fee of 3.95% of Net Collected Revenue for EMS billing services. After the CITY completes the backlog of accounts receivable and the CONTRACTOR fully trains the CITY on Ambulance Commander, CITY shall pay CONTRACTOR a fee of \$6.20 per billable account (Attachment D Pricing). CONTRACTOR's fee for years 2 -10 shall be increased by the consumer price index (all items/all urban consumers/Kansas City, Missouri-Kansas) published by the United States Department of Labor, Bureau of Labor Statistics. For example, if the consumer price index is 5 percent increase, the year 2 fee would be \$6.51 ($\$6.20 * 1.05$). The fee shall never decrease even if the index decreases.
 - i. The CITY is authorized to amend the contract for an earlier or later transition date than one year as soon as Kansas City's billing team has cleared the backlog of outstanding accounts receivable and is fully trained on the Ambulance Commander system.
- (b) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly in arrears.
- (c) For Attachment B Scope of Work – SaaS Model, CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon sixty (60) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) business days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) business days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY or CONTRACTOR of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY or CONTRACTOR, and forbearance or indulgence by CITY or CONTRACTOR in any regard whatsoever shall not constitute a waiver of same to be performed by CITY or CONTRACTOR to which the same may apply and, until complete performance by CITY or CONTRACTOR of the term, covenant or condition, CITY and CONTRACTOR shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY. CONTRACTOR may turn over all records at the end of the Contract in Microsoft SQL at which point, CONTRACTOR shall have no further obligations to maintain such records.

- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or

certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Ps-purchasing@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR:
Digitech Computer LLC
Walter C. Pickett II, CEO
480 North Bedford Road
Suite C-202
Chappaqua, New York 10514
contracts@digitechcomputer.com

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.

- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence.

- (a) CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 - 5. Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) The Parties agree to follow the CITY escalation procedures that are attached as Attachment H.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CITY acknowledges that the services, scope and transition required by this Contract are atypical and not comparable to other contracts. However, CONTRACTOR certifies that this Contract contains CONTRACTOR's best pricing based on the scope (including but not limited to criteria such as transport volume, patient demographics, payer mix, and level and complexity of service mix).

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Reserved - Intellectual Property Rights.

Sec. 27. Reserved - Minority and Women's Business Enterprises.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY. This section shall not apply to workers located outside of the United States.

Sec. 29. Emergencies. -Reserved.

Sec. 30. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 31. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 32. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the non appropriation of funds; however, failure to notify does not renew the term of lease or

contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 33. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 34. Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 35. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 36. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 37. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 38. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses,

permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: Digitech Computer LLC

By: _____

Walter C. Pickett II

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCOPE OF WORK – FULL BILLING TRANSITION

SCOPE OF SERVICE – CONTRACTOR’S RESPONSIBILITIES AND OBLIGATIONS

I. BILLING SERVICES

A. In accordance with the Project/Training Schedule set forth in Attachment C, CONTRACTOR shall provide the following billing and collection services which are to be completed upon CITY fulfilling its responsibilities:

1. CONTRACTOR shall perform Patient Care Report (“PCR”) processing including:
 - a) Review CITY-prepared PCR’S for content, level of service and diagnosis;
 - b) Procedure Coding; and
 - c) Eligibility and Insurance Research and Verification.
2. CONTRACTOR shall perform billing as follows:
 - a) Electronic Invoicing
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - (b) Paper Invoicing
 - (1) CMS-1500 for Commercial Insurance;
 - (2) Self-Pay;
 - (3) Facility (where applicable); and
 - (4) CMS-1500 for Medicaid (where applicable).

II. COLLECTION SERVICES

A. CONTRACTOR will provide the following collection services covering the following types of providers:

1. Facility
 - a) Submit a maximum of 3 invoices/notices, at 30-day intervals;
and
 - b) Perform follow up as needed, in CONTRACTOR’s discretion.
2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30-day intervals;
 - b) Make a maximum of 2 follow-up calls; and
 - c) Recommend to CITY amounts to be placed in legal proceeding upon the earlier of CONTRACTOR’S determination that the amount is uncollectible or 120 days from the first invoice date.
3. Insurance
 - a) Submit a maximum of 3 invoices/notices, at 45-day intervals;
 - b) Perform follow up as needed, per CONTRACTOR’s discretion; and

c) File appeals upon notice of denial, where applicable.

4. Medicaid

- a) Process denials;
- b) Follow-up on pending Claims; and
- c) Resubmissions.

5. Medicare

- a) Process denials;
- b) Follow-up on pending Claims; and
- c) Resubmissions.

6. Claims resolution and appeals

7. Remittance Posting

8. Resubmission of denials, pending and held items

9. Interfacing with carriers on behalf of CITY

B. CONTRACTOR will interface with CITY's collection agency as follows:

- 1. Create and download one collection file per month using the industry standard XML collection file format; and
- 2. In the event CITY'S collection agency requires a format that differs from CONTRACTOR's standard XML format or requires more than one file submission per month, CONTRACTOR reserves the right to charge CITY additional fees as necessary. CONTRACTOR will not commence any such additional work without CITY'S written approval.
- 3. CONTRACTOR reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

III. REPORTING SERVICES

A. CONTRACTOR will grant CITY access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.

B. CONTRACTOR shall send to CITY, via email, its standard monthly reporting package which shall include:

- 1. Accounting Reports
 - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry).

IV. ADDITIONAL SERVICES

- A. CONTRACTOR offers to assist CITY in identifying necessary documentation to process and bill accounts.
- B. CONTRACTOR will direct payments to a lockbox or bank account that is electronically accessible to CONTRACTOR, to which CITY alone will have signature authority, at a bank specified by the CITY in writing, to be specified and owned by the City.
- C. CONTRACTOR will provide appropriate storage and data back-up for records pertaining to CITY's bills and collections hereunder, accessible to CITY at reasonable times.
- D. Provide for local back-up of all data sent to CONTRACTOR by CITY from ePCR application.
- E. CONTRACTOR to maintain records of services performed and financial transactions.
- F. CONTRACTOR to provide Availability of a national toll free 800 number for patients, City personnel, insurance companies, attorneys, and third parties to call for information or discuss account status.
- G. CONTRACTOR to establish arrangements with hospitals to obtain/verify patient insurance and contact information.
- H. Provide reasonable access to CITY for requested information to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR, all at the CITY'S expense.
- I. Prepare refund requests with documentation substantiating each refund and submit it to the CITY. The CITY will then process the refund.
- J. Assign billing patient numbers providing cross-reference to CITY'S assigned transport numbers.
- K. Permit real-time electronic look-up access by CITY to CONTRACTOR'S system to obtain patient data and billing information.
- L. Maintain records in an electronic format that is readily accessible by CITY personnel and that meets federal and state requirements for maintaining patient medical records.
- M. Complete and submit all registration/change of information applications with the insurance processors. CONTRACTOR shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. CONTRACTOR will inform CITY if the CITY's intervention is required by processor.
- N. All hardware and software required by Digitech personnel to perform medical transport billing and collection accurately and efficiently.
- O. All mailing forms and envelopes necessary to perform all billing functions.
- P. Any postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys.
- Q. All fees related to our national database searches for patient demographic information.
- R. All fees related to the electronic submission of claims.

- S. All fees and expenses associated with the hosting of our application.
- T. An electronic interface to the City's ePCR system or to any future ePCR system chosen by the City during the term of the contract.
- U. Ongoing review of ePCR documentation by qualified Digitech staff.
- V. Ongoing review and analysis of rates, policies, and procedures with City official.
- W. Documentation compliance training for City medics through the Digitech Learning Center.
- X. Regular meetings for review of performance on a mutually agreed upon schedule.
- Y. CONTRACTOR shall allow for capability to interface CONTRACTOR'S software with the following CITY'S/3rd party software:
 - 1. Jackson County Emergency Communications Tri-Tech, Central Square Inform Computer Aided (CAD) system
 - 2. KCFD Family Ambulance Service Membership Plan
- Z. CONTRACTOR to perform monthly reconciliations from CITY chosen ePCR vendor to CONTRACTOR'S software to reconcile the number of incidents/tickets downloaded.
- AA. CONTRACTOR to provide CITY a mechanism to identify missing signatures via CONTRACTOR's software from ePCR in compliance with Medicare and Tricare (e.g., Patient, Representative, Paramedic) rules and regulations.

V. TRAINING

- A. Provide comprehensive training at a mutually agreed upon schedule to prepare CITY management for the transition to Scope of Work – SaaS Model under Attachment B. This training will include:
 - 1. Verifying- patient research (finding demographics/ patient insurance information)
 - 2. Invoicing
 - 3. AR Follow up
 - 4. AR Denial Management
 - 5. Self-Pay Collections
 - 6. Cash Posting
 - 7. Refunds
 - 8. Login & Security
 - 9. System Navigation and Claim Search

10. Reporting

B. A sample training schedule is provided under Attachment C Project/Training Schedule. Project/Training schedule can be modified as mutually agreed by CITY and CONTRACTOR.

C. CONTRACTOR shall provide initial training to CITY, remotely or in-person, within 1 year of Initial Term. The Initial Term is defined in Sec. 1. After the City has transitioned to Attachment B – SaaS Model, CONTRACTOR shall provide training services at a rate of \$950 per instructor per day virtually, or at a rate of \$1,750 per date per trainer for on-site.

SCOPE OF SERVICE – CITY’S RESPONSIBILITIES AND OBLIGATIONS

IV. CITY’S RESPONSIBILITIES AND OBLIGATIONS

A. For each patient who receives EMS from CITY (“Patient”), use good faith efforts to obtain and forward the following information (“Patient Information”) to CONTRACTOR:

1. the Patient’s full name and date of birth;
2. the mailing address (including zip code), telephone number, and email address of the Patient or other party responsible for payment (“Guarantor”);
3. the Patient’s social security number;
4. the name and address of the Patient’s health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
5. the auto insurance carrier address and/or agent’s name and phone number if an automobile is involved;
6. the employer’s name, address and Workers Compensation Insurance information if the incident is work-related;
7. the Patient’s Medicare or Medicaid HIC numbers if applicable;
8. the Patient’s or other responsible party’s signed Payment Authorization and Release of Medical Authorization form or other documentation sufficient to comply with applicable signature requirements;
9. the received call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
10. odometer readings such that loaded miles may be calculated;
11. Physician Certification Statements (“PCS”) and prior authorizations for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and
12. any other information that CONTRACTOR may reasonably require to bill the Patient or other Payer.

- B. Represent and warrant that all information provided to CONTRACTOR shall be accurate and complete. CONTRACTOR shall have no obligation to verify the accuracy of such information, and CITY shall be solely responsible for such accuracy. Where possible, CITY agrees to flag non-billable claims prior to submission to CONTRACTOR for procedure coding.
- C. Provide CONTRACTOR with necessary documents required by third parties to allow for the electronic filing of claims by CONTRACTOR on CITY'S behalf.
- D. Authorize CONTRACTOR to execute and submit all registration/change of information applications with the Insurance processors.
- E. Provide CONTRACTOR with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. CITY will be responsible for engaging any third-party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts.
- F. Allow CONTRACTOR to process refunds in a timely manner identified by CONTRACTOR for account overpayments.
- G. Provide a lockbox or bank account address to CONTRACTOR and will instruct the lockbox or bank custodian agency to forward all documents to CONTRACTOR for processing. Lockbox will be in the name of the CITY to ensure compliance with laws regarding receipt of payments for services rendered.
- H. Authorize electronic lockbox access for CONTRACTOR, and CONTRACTOR will work with CITY to ensure proper forms with bank are filled out accordingly.
- I. Alert CONTRACTOR'S Cash Posting Manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH daily.
- J. Cooperate with CONTRACTOR in all matters to ensure proper compliance with state and federal laws and regulations.
- K. Represent and warrant that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for CITY: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.
- L. Forward to CONTRACTOR copies of checks, or other payment documentation requested by CONTRACTOR relating to the subject matter of this Agreement, within ten (10) days of the date of receipt of those payments.
- M. Fees for any enrollment or revalidation fees imposed by payers.
- N. Fees for all credit card transaction fees.
- O. Provide the required HIPAA Notice of Privacy Practices to patients when requested.

P. Notify CONTRACTOR in writing of an intent to utilize an alternate ePCR software other than current solution during the term of this Agreement. The CITY shall provide no less than 180 days for implementation of the selected ePCR solution.

Q. Where possible, CITY shall work to maintain an “active” status on all payer submitter number identifiers assigned to the CITY in preparation for, and with the understanding, that CITY will be required to use its submitter number identifiers to submit claims to payers upon transition to Attachment B Scope of Service – SaaS Model.

ATTACHMENT B

SCOPE OF WORK – SaaS Model

SCOPE OF SERVICE – CONTRACTOR’S RESPONSIBILITIES AND OBLIGATIONS

I. CONTRACTOR’S SaaS MODEL RESPONSIBILITIES AND OBLIGATIONS

A. Full usage of and access to Digitech’s Ambulance Commander processing platform (software application) for an unlimited number of users to perform all trained billing and reporting functions as listed in **Attachment A** Section **V. TRAINING**.

B. Provide technical assistance during normal business hours of 8 – 5 CST Monday to Friday by phone or email provided by CONTRACTOR.

C. Provide appropriate storage and data back-up for records pertaining to CITY’S bills and collections hereunder, accessible to CITY at reasonable time.

D. Provide for local back-up of all data sent by CITY from ePCR application through CONTRACTOR’S application software.

E. Maintain records of services performed and financial transactions through CONTRACTOR’S application software.

F. Assign billing patient numbers providing cross-reference to CITY’S assigned transport numbers.

G. Permit real-time electronic look-up access by CITY to CONTRACTOR’S application software to obtain patient data and billing information.

H. All fees and expenses associated with the hosting of our application.

I. An electronic interface to the City’s ePCR system or to any future ePCR system chosen by the City during the term of the contract.

J. Coding services for all billable claims.

K. A secondary review of all claims with government payers.

L. Ongoing review and analysis of rates, policies, and procedures with City officials.

- M. Documentation compliance training for City medics through the Digitech Learning Center.
- N. Regular Meetings for review of performance on a mutually agreed upon schedule.
- O. CONTRACTOR shall allow for capability to interface CONTRACTOR'S software with the following CITY'S software/3rd party software:
 - 1. Jackson County Emergency Communications Tri-Tech, Central Square Inform Computer Aided (CAD) system
 - 2. KCFD Family Ambulance Service Membership Plan
- P. CONTRACTOR to provide mechanism via CONTRACTOR's software for CITY to perform monthly reconciliations from CITY chosen ePCR to reconcile the number of incidents/tickets downloaded.
- Q. CONTRACTOR to provide CITY a mechanism to identify missing signatures via CONTRACTOR's software from ePCR in compliance with Medicare and Tricare (e.g., Patient, Representative, Paramedic) rules and regulations.

SCOPE OF SERVICE – CITY'S RESPONSIBILITIES AND OBLIGATIONS

II. CITY'S SaaS MODEL RESPONSIBILITIES AND OBLIGATIONS

- A. CITY will assume all responsibilities as listed in **Attachment A I. BILLING SERVICES, II. COLLECTION SERVICES, and III. REPORTING SERVICES** as CONTRACTOR.
- B. Turn over uncollectible accounts to an agency designated by CITY. Provide collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
- C. CITY to file and maintain required documentation and agreements with Payers.
- D. CITY to maintain and establish new arrangements with hospitals to obtain/verify patient insurance and contact information.
- E. CITY will perform all internal or external audits.
- F. CITY to prepare refund requests with all necessary documentation substantiating each refund.
- G. CITY to complete and submit all registration/change of information applications with the insurance processors.
- H. Represent and warrant that all information provided to CONTRACTOR'S software application shall be accurate and complete. CONTRACTOR shall have no obligation to verify the accuracy of such information, and CITY shall be solely responsible for such accuracy.
- I. Provide necessary documents required by third parties to allow for the electronic filing of claims by CITY.
- J. CITY to execute and submit all registration/change of information applications with the Insurance processors.

K. Represent and warrant that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for CITY: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

L. Notify CONTRACTOR in writing of an intent to utilize an alternate ePCR software other than current solution during the term of this Agreement. The City shall provide no less than 180 days for implementation of the selected ePCR solution.

M. Fees for any enrollment or revalidation fees imposed by payers.

N. Fees for all credit card transaction fees.

O. Provide the required HIPAA Notice of Privacy Practices to patients when requested.

P. Printing and mailing of paper invoices and patient communications.

Q. Fees associated with hardware required by City personnel to perform medical transport billing and collection accurately and efficiently.

R. Fees associated with mailing forms and envelopes necessary to perform all billing functions.

S. Fees associated with postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys.

T. All fees related to CONTRACTORS national database searches for patient demographic information if utilized by CITY.

U. CITY to perform monthly reconciliations from CITY chosen ePCR vendor to CONTRACTOR'S software to reconcile the number of incidents/tickets downloaded.

Attachment C – Project/Training Schedule

[illegible]

Attachment D - Pricing

I. Pricing

CONTRACTOR will charge CITY a fee of 3.95% of Net Collected Revenue for EMS Billing Services for Attachment A Scope of Work – Full Billing Transition, transitioning to a fee of \$6.20 per billable account after transition to Attachment B Scope of Work – SaaS Model.

Attachment E - Transition

I. Transition

- A.** After the CITY completes the backlog of accounts receivable and the CONTRACTOR fully trains the CITY on CONTRACTOR'S software, a mutually agreed upon day (Date of Service driven) will be selected by CITY and CONTRACTOR to switch the Scope of Services from Attachment A Scope of Work – Full Billing Transition to Attachment B – SaaS Model. The date of service selected must be the 1st of the month to allow for a clean cut off of services between Scopes of Work.
- B.** CONTRACTOR will work concurrently with CITY in the CONTRACTOR'S software to work down remaining receivables for dates of service assigned to CONTRACTOR in Attachment A Scope of Work – Full Billing Transition.
- C.** During the wind-down of services under Attachment A, claims with dates of service prior to the cut-off date will be processed and invoiced at the fees for Attachment A and claims with dates of service after the cut-off date will be processed and invoiced at the fees for Attachment B.
- D.** CONTRACTOR will set up a mechanism to submit claims under the CITY'S claim submitter number identifiers for each payer under Attachment B Scope of Work - SaaS model upon selected transition date. At the same time, CONTRACTOR to continue submitting any outstanding claims assigned under Attachment A Scope of Work – Full Billing Transition utilizing the submitter identifiers belonging to CONTRACTOR for uninterrupted processing of claims during transition.
- E.** CONTRACTOR will work in best faith efforts to align the transition to occur 1-year after "Initial Term" in Section 2 Initial Term of Contract and Additional Periods and in accordance the Attachment C – Project/Training Schedule.

Attachment F - Digitech Hosting Agreement and Other Requirements

Sec. 1. License.

(a) License. CONTRACTOR grants to CITY a limited, non-exclusive and non-transferable license: (i) to access and use the CONTRACTOR's proprietary Ambulance Commander software ("Software") via a Citrix or similar connection solely in support of the billing and collections with respect to the CITY's EMS services; and (ii) to use any associated end-user documentation provided by CONTRACTOR ("Documentation") in support of CITY's authorized use of the Software. Except as expressly permitted herein, no express or implied license is granted to CITY to use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Software or any component thereof. No modification of, or preparation of derivative works based on the Software or Documentation is permitted. CITY shall not disassemble, decompile, decrypt or reverse engineer the Software or in any way attempt to discover or reproduce source code for the Software, or any portion thereof. CITY shall not develop or license any third-party programs, applications, tools or other products which interface or interact with the Software without the prior written consent of CONTRACTOR. CITY agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Software.

(b) Service disruption caused by CITY. CONTRACTOR shall not be liable for service outages caused by direct CITY actions.

Sec. 2. Support.

(a) CONTRACTOR's Billing System for the CITY:

(1) CONTRACTOR shall provide to the CITY on-going support, maintenance, and upgrades of the CONTRACTOR's Billing System and hardware, including Documentation and/or training when substantial changes occur in CONTRACTOR's Billing System; and

(2) Issues resulting in a work stoppage or that are otherwise deemed critical will receive an immediate response and resolution. Non-critical issues will be prioritized and resolved according to the priority level and time of submission. After hours, CONTRACTOR's holidays, and weekend support phone number and email address shall be provided by CONTRACTOR to report technical issues; and

(3) CONTRACTOR shall provide full product support required by the scopes of services in Attachment A or Attachment B, as needed by CITY.

(b) CONTRACTOR shall meet, monthly or as necessary, with the CITY at its offices or through technology aided meetings at the discretion of the CITY.

Sec. 3. Data Management, Security and Privacy,

- (a) Data Ownership and Use.** The City is the sole and exclusive owner of all data and information that is managed or contained within the system and/or provided to the Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor (“City Data”), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, nonexclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City’s benefit.
- (b) Confidential Data.** City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. City may request an export of City Data stored within the systems or held by Contractor in Microsoft SQL at no charge to City.
- (c) Data Protection in General.** The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data.
- (d) Data Protection Encryption.** Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- (e) Data Protection Copying.** At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its subcontractors, for use in any process, publication, or transaction that is not specifically authorized by the City in writing.
- (f) Data Protection Hacking.** Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks.
- (g) On Shore Development and Access.** Contractor shall provide its services to the City and its end users solely from facilities / data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or subcontractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor’s continental United States of America offices or data centers. Contractor may permit its personnel and subcontractors to access City Data remotely only as required to provide Contracted Services. Contractor shall neither access nor allow a third-party access to City Data from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City’s express approval. For purposes of

support services provided in association with the Service Level Agreement, City's approval may come via e-mail or other written instrument from the City's Chief Information Officer.

- (h) Access Limitations.** Contractor shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to prevent anyone other than authorized City personnel, users and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, or gaining access to City Data. The Contractor shall also protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.
- (i) Least Privilege.** Contractor shall authorize access only to the minimum amount of resources required to fulfill the Contractor's responsibilities in this contract.
- (j) Separation of Duties.** The Contractor shall, as much as practical, divide functions among its staff members to reduce the risk of creating an undue dependency on one key person and reducing the risk of fraud being undetected.
- (k) Role-Based Security.** The Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.
- (l) Credential Restrictions.** Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's personnel and subcontractors whose access is essential for the purpose of providing the Contracted Services or performing obligations under this Agreement. Contractor shall require personnel and subcontractors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against the most current U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor shall implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor shall disable user accounts after, at most, ten (10) consecutive invalid authentication attempts. References to "subcontractor" in the Pledge of Compliance document is limited to subcontractors providing professional services.
- (m) Physical and Environmental Security.** Contractor facilities that process City Data must provide a physically secure environment from unauthorized access, damage, and interference.
- (n) Operational Controls.** Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with current applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

- (o) **Antivirus.** Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection must be updated continuously, and software patches provided by vendors must be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.
- (p) **Vulnerability Management and Patching.** Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify, assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code. Network Controls Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.
- (q) **Network Controls.** Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.
- (r) **Logging and Monitoring.** Unless prohibited by applicable law, Contractor shall, and shall require subcontractors to, continuously monitor its networks and personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.
- (s) **Changes in Service.** Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.
- (t) **Policies.** Contractor shall, and shall require subcontractors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City's request, Contractor shall make available for review by the City Contractor's Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.
- (u) **Vulnerability and Risk Assessments.** At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor's applications that process City Data, such testing must also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

- (v) **Right of Audits by City/Security Review Rights.** City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any personnel) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City's discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes.
- (w) **Data Backup and Emergency Recovery.** Contractor shall employ a multilayered approach to backups and disaster recovery, including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure, including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than annually. Contractor shall maintain and comply with a reasonable written plan (the "DR Plan") setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events; and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.
- (x) **Data Return and Destruction.** At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City data. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery will be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Personnel are precluded from accessing such information in the ordinary course of business prior to destruction. Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized Industry best practices and shall leave no data recoverable on Contractor's computers or other media. Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within forty-five (45) days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

(y) **Data Breach.** Contractor shall notify City in writing as soon as reasonably feasible, but in any event within forty-eight hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

(z) **Confidentiality.**

1. City's Confidential Information For purposes of this section, "Confidential Information" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

2. **Protection of Confidential Information.** Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the contracted services. Contractor shall limit access to Confidential Information to Contractor personnel and subcontractors that are previously disclosed to City and, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At CITY's request or upon termination or expiration of this Agreement, the Contractor shall return to CITY any deliverables not provided to the City and Contractor shall destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor shall, upon request, certify to City its compliance with this sentence.

3. **Exceptions.** The confidentiality obligations set forth in this section shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can

demonstrate was independently developed by personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies CITY in writing of such required disclosure, cooperates with CITY if CITY seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

4. Compliance with Privacy Laws. Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

5. Business Associate Agreement. With regard to CITY's Protected Health Information ("PHI"), CONTRACTOR will perform the Services hereunder in accordance with the CITY and CONTRACTOR's HIPAA Business Associate Agreement. CONTRACTOR acknowledges and agrees that any and all information and material supplied by CITY to CONTRACTOR hereunder shall remain the property of CITY. CONTRACTOR will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. CONTRACTOR, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CITY as "confidential."

Sec. 4. Access to and Maintenance of Records.

- (a) The CONTRACTOR shall make available its Software to authorized CITY personnel twenty-four (24) hours each day and seven (7) days each week for the duration of this Agreement. CONTRACTOR's Billing System shall be capable of archiving and retrieving either electronic images or original billing records, signature verifications, and related data; and
- (b) Access to data shall be limited to persons authorized by either the CONTRACTOR or the CITY; and
- (c) CONTRACTOR shall maintain all records related to the performance of this Agreement in a format that meets all requirements under the law. CONTRACTOR may not destroy data without written approval of the City and CONTRACTOR shall perform regular data backup; and
- (d) CONTRACTOR shall have a disaster recovery and business restoration plan in place. CONTRACTOR shall test its disaster recovery capabilities annually to ensure that data can be retrieved and made available to the CITY. The CITY may audit documentation of these capabilities periodically; and CONTRACTOR shall provide CITY with periodic data downloads, in a usable format by the CITY, of all patient account information; and all records must be returned to the CITY upon expiration or termination of this Agreement, whichever occurs first in Microsoft SQL.

Sec. 5. Intellectual Property.

CITY agrees that the equipment, computer hardware and software, billing and collections processing, the services, Billing System and other related systems and equipment are the property and trade secrets of CONTRACTOR, and that CITY will not release any information regarding such Confidential Information, and/or trade secrets of CONTRACTOR to any third party without the prior written consent of CONTRACTOR. CITY further agrees that, in connection with the use of certain data entry devices, CITY may gain access to the intellectual property of third parties. CITY understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. CITY agrees to enter into such arrangements at CONTRACTOR's request.

Sec. 6. Compliance Program. CONTRACTOR shall have a compliance program that encompasses the following elements, to assure compliance with all applicable laws and conform to best practices in the field of emergency medical services billing and soft collections, throughout the performance of this Agreement.

- a. The development and distribution of written standards of conduct, as well as written policies and procedures that promote the billing company's commitment to compliance (e.g., by including adherence to the compliance program as an element in evaluating managers and employees, subcontractors and agents) and that addresses specific areas of potential fraud, such as the claims submission process, code gaming and financial relationships with its providers;
- b. The designation of a chief compliance officer and other appropriate bodies, e.g., a corporate compliance committee, charged with the responsibility of operating and monitoring the compliance program and who report directly to the CONTRACTOR's senior leadership and the governing body/board;
- c. The development and implementation of regular, effective education and training programs for all affected employees, subcontractors and agents;
- d. The creation and maintenance of process, such as a hotline, to receive complaints and the adoption of procedures to protect the anonymity of complainants and to protect callers from retaliation;
- e. The development of a system to respond to allegations of improper/illegal activities and the enforcement of appropriate disciplinary action against employees who have violated internal compliance policies, applicable status, regulations or Federal, State or private payer health care program requirements;
- f. The use of audits and/or other risk evaluation techniques to monitor compliance and assist in the reduction of identified program areas;

g. The investigation and correction of identified systemic programs and the development of policies addressing the non-employment of sanctioned individuals;

h. At any point, the CITY may participate in the Compliance Program and may request additional details regarding the accounts reviewed. In instances where changes are made as a result of the claims review findings, the CITY may audit the effectiveness of the new process or request the CONTRACTOR to do so.

Sec. 71. Reports CONTRACTOR's reporting system shall enable the CITY to monitor, evaluate, manage and audit accurately the CONTRACTOR's performance under this Agreement; and CONTRACTOR shall provide ad hoc reporting capability; and CONTRACTOR shall provide accounting reports in electronic format, pursuant to Generally Accepted Accounting Principles, on a monthly, quarterly, and annual basis; or as requested by the CITY. Accounting reports shall be made available to the CITY ten (10) business days after the end of the month.

Attachment G: CITY and CONTRACTOR's Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

City of Kansas City, Missouri, a constitutionally chartered municipal corporation, with an office at 6750 Eastwood Trafficway, Kansas City, Missouri ("Covered Entity") and Digitech Computer LLC ("Business Associate") enter into this Business Associate Agreement ("Agreement") to be effective as of _____ (the "Effective Date") (Business Associate and Covered Entity, each a "Party," collectively, the "Parties"). Capitalized terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.

Recitals

A. Business Associate and Covered Entity are engaged in a business relationship where Covered Entity purchases or contracts for and Business Associate sells or provides certain services to Covered Entity ("**Business Relationship**").

B. As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of Covered Entity that involves the use and/or disclosure of Protected Health Information (as defined in 45 C.F.R. § 164.501, as such provision is currently drafted and if applicable subsequently updated, amended or revised).

C. The Parties desire to enter into this Agreement regarding the use and/or disclosure of Protected Health Information as required by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); the Standard for Privacy of Individually Identifiable Health Information ("**Privacy Rule**") and the Standard for Security of Individually Identifiable Health Information ("**Security Rule**") promulgated under HIPAA; and the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") provisions of the American Recovery and Reinvestment Act of 2009 ("**ARRA**").

Based upon the above recitals and the mutual covenants in this Agreement, the Parties agree as follows:

Article 1

Use, Disclosure & Obligations

1.01. **Permitted Uses and Disclosures in General.** Except as otherwise limited in the Business Relationship or this Agreement, Business Associate may use and/or disclose Protected Health Information to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Business Relationship provided that such use and/or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses and/or disclosures not authorized by the Business Relationship or this Agreement are prohibited.

1.02. **Responsibilities of Business Associate.** With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees to do the following:

(a) to not use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this Agreement or as Required By Law;

(b) to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this Agreement;

(c) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information;

(d) to report to Covered Entity any security incident of which it becomes aware;

(e) to notify Covered Entity in writing **within 5 business days** of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this Agreement; and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

(f) to ensure that all agents, including subcontractors, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agree in writing to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to Business Associate pursuant to the Business Relationship and this Agreement, and that any agent, including subcontractors, to whom it provides Protected Health Information agree in writing to implement reasonable and appropriate safeguards to protect such Protected Health Information. This will include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate is fully liable to Covered Entity for any acts, failures or omissions of its agents, including subcontractors, in providing the services as if they were Business Associate's own acts, failures or omissions to the extent permitted by law;

(g) to provide access (at the request of, and in the time and manner designated by, Covered Entity) to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524 (this provision will be applicable only if Business Associate has Protected Health Information in a Designated Record Set);

(h) to make any amendment(s) (at the request of, and in the time and manner designated by, Covered Entity) to Protected Health Information in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. This provision will be applicable only if Business Associate has Protected Health Information in a Designated Record Set;

(i) to make internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services or his/her designee ("**Secretary**"), in a time and manner designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. Business Associate will promptly notify Covered Entity of communications with the Secretary regarding Protected Health Information provided by or created by Covered Entity and will provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client,

or other legal privilege will be deemed waived by Business Associate or Covered Entity by virtue of this Agreement;

(j) to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures will be in accordance with the policies and procedures of the Covered Entity and will be made within a time specified by Covered Entity. The first accounting in any 12-month period requested by an Individual will be provided without charge. A reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the 6 years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule) and will be provided as long as Business Associate maintains the Protected Health Information. In addition, to the extent that Business Associate maintains Protected Health Information in an electronic health record, Business Associate agrees to account for all disclosures of electronic Protected Health Information upon request of an Individual for a period of at least 3 years prior to the request (but no earlier than the Effective Date of this Agreement) as required by HITECH. Such accounting will be directly to the Individual if requested by Covered Entity;

(k) to provide to Covered Entity, in a time and manner designed by Covered Entity, information collected in accordance with Section 1.02(j) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;

(l) to ensure that all disclosures of Protected Health Information are subject to the principle of "minimum necessary use and disclosure," i.e., only Protected Health Information that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed;

(m) to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of Protected Health Information by Business Associate in violation of this Agreement and to report to Covered Entity any security incident of which Business Associate becomes aware;

(n) to provide training to its members of its workforce regarding the requirements of the HIPAA Rules, HITECH, and this Agreement;

(o) to review and understand HIPAA Rules and HITECH as they apply to Business Associate and to comply with applicable requirements and any amendments affecting the obligations of Business Associates; and

(p) to provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Agreement to Covered Entity at its request.

1.03. **Business Associate Obligations under ARRA.** Business Associate acknowledges that it is subject to the security and data breach provisions of HIPAA, including potential criminal and civil

penalties, and agrees to abide by those provisions. Business Associate also agrees to abide by all of the privacy provisions set forth in Title XIII, Subtitle D of ARRA, including, without limitation, restrictions on marketing and requirements related to limited data sets and minimum necessary disclosures.

1.04. **Responsibilities of Covered Entity.** If deemed applicable by Covered Entity, Covered Entity will:

- (a) provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 as well as any changes to such notice;
- (b) provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures. Covered Entity will further notify Business Associate of any restriction on the use and/or disclosure of Protected Health Information agreed to by Covered Entity in accordance with the provisions of 45 C.F.R. § 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH;
- (c) notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522;
- (d) notify Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of Business Associate that the Business Associate will make to the Protected Health Information and inform the Business Associate of the time, form and manner in which such amendment(s) will be made; and
- (e) to inform the Business Associate of any opt-outs exercised by any individual from marketing and/or fundraising activities of the Covered Entity pursuant to 45 C.F.R. § 164.514(e) when the Business Relationship pertains to marketing or fundraising.

1.05. **Specific Use and Disclosure by Business Associate.** Except as otherwise limited in the Business Relationship and this Agreement, Business Associate may:

- (a) use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such use is permitted under state and federal confidentiality laws;
- (b) disclose Protected Health Information for the proper management and administration of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom Protected Health Information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of Protected Health Information has been breached; and
- (c) use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

1.06. **De-Identified Information.** Use and disclosure of de-identified health information is permitted, but only if (1) the precise use is disclosed to Covered Entity and permitted by Covered Entity in

its sole discretion, and (2) the de-identification is in compliance with 45 C.F.R. § 164.502(d), and any such de-identified health information meets the standards and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b), or such regulations as they may be amended from time to time.

Article 2

Term and Termination

2.01. **Term.** The term of this Agreement will be effective as of the Effective Date and will terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with Section 2.03 below.

2.02. **Termination for Cause.** Covered Entity may immediately terminate the Business Relationship and/or this Agreement if Covered Entity determines that Business Associate has breached a material term of this Agreement.

2.03. **Effect of Termination.**

Except as provided in paragraph (b) of this section, upon termination of the Business Relationship and/or this Agreement, for any reason, Business Associate will return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This section will apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: Digitech Computer LLC

By: _____

Walter C. Pickett II

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Attachment H: Contract Escalation Contacts

This attachment establishes the operational, service/technical and contractual escalation contacts for the CONTRACTOR and the CITY.

CONTRACTOR'S day-to-day point of contact for operational related issues is:

Digitech Computer LLC
Contact Name :Lauren Gregory
Email lgregory@digitechcomputer.com
Phone Number (817) 539-3063

CONTRACTOR'S day-to-day point of contact for service/technical related issues is:

Digitech Computer LLC
Contact Name Lauren Gregory
Email lgregory@digitechcomputer.com
Phone Number (817) 539-3063

CONTRACTOR'S day-to-day point of contact for contract related issues is:

Digitech Computer LLC
Contact Name Lauren Gregory
Email lgregory@digitechcomputer.com
Phone Number (817) 539-3063

CITY'S day-to-day point of contact for operational related issues is:

Debra Townsend
Email: Debra.townsend@kcmo.org
Phone Number:816-513-4228

CITY'S day-to-day point of contact for service/technical related issues is:

James Sturdevan
Email: james.sturdevant@kcmo.org
Phone Number:816-716-3186

CITY'S day-to-day point of contact for contract related issues is:

Mia Wilson
Procurement Manager, Procurement Services Division
Phone : 816-513-0778
Email : mia.wilson@kcmo.org