AGREEMENT FOR REQUEST FOR PROPOSALS NO. 2025_003 – EMGERGENCY MEDICAL SERVICES (EMS) BILLING AND INITIAL COLLECTION SERVICES

This **Agreement** is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the "County") and **Digitech Computer LLC, a Delaware limited liability company, authorized to do business in the State of Florida** (the "Consultant") on _____, 2025 (the "Effective Date".)

RECITALS:

WHEREAS, the County issued Request for Proposals No. **2025_003** for the services described in Article II below (the "RFP") in accordance with applicable procurement policies and procedures;

WHEREAS, Consultant submitted a proposal in response to the RFP and, County staff negotiated this Agreement with the Consultant to provide the services; and

WHEREAS, at the _____, 2025 Board of County Commissioners meeting, the Board approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The RFP consisting of 36 pages, addenda dated April 29, 2025 (the "Addenda") and the proposal submitted by Consultant dated May 15, 2025 (the "Proposal"), all of which are on file with the County, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) The Business Associate Agreement; (3) the Addenda; (4) the RFP; and (5) the Proposal.

ARTICLE 2 – SCOPE OF SERVICES

2.1 The Project consists of the following Scope of Services:

1. <u>Workflow and work requirements</u>
    a. To ensure a seamless billing transition, the Consultant must transfer (either electronically or by manual entry) open account information from the incumbent consultant's billing system into the Consultant's billing system. The incumbent consultant uses a billing and coding platform known as EMSmart and RescueNet Billing to submit claims to various payors.
    b. Each day, DPS will electronically transfer patient care reports (PCR) that contain the data necessary for billing to the Consultant. Consultant must maintain compatible software to interface with DPS's report system (currently ESO.)
    c. Consultant must review and sort the PCRs and assign appropriate billing code(s). Consultant must identify and resolve any discrepancies in order to have accurate information for appropriate billing and payment processing.
    d. Consultant is responsible for initial collection (including generation of all insurance forms, filings, and record maintenance) and must provide electronic claims processing and paper filings to all insurance companies (primary and secondary carriers), as well as private pay claims. The Consultant shall follow-up on electronically submitted claims for which payment has not been received after thirty (30) days following initial submittal. Follow-up shall be completed between

thirty (30) and forty-five (45) days of initial submittal. The Consultant shall provide follow-up on any denials and, if necessary, file appeals in an attempt to collect on a claim.

e. Consultant shall provide postage for any invoices and billing forms that are mailed.
f. Each invoice generated by the Consultant shall:
    i. Be in the format approved by the Director of DPS and must include: account number, invoice number, invoice date, name of patient, name of responsible person if different from patient, complete address, date of service, breakdown of cost, insurance coverage, instructions to pay, billing inquiry phone number, and the following statement – "All checks must be made payable to Levy County Board of County Commissioners".
    ii. If mailed, include a return envelope (which may be a "window envelope") that displays the return address specified by DPS.
    iii. Be sent at the following intervals:
        1. The first invoice will be dated no later than ten (10) days after the date of service (DOS) or four (4) days after Consultant has received the PCR;
        2. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice;
        3. The third notice will be sent to the patient or responsible party sixty (60) days after the original invoice; and
        4. The fourth notice (final notice) will be sent to the patient or responsible party thirty (30) days after the third notice has been mailed. Services to be billed will include base fee, mileage, on-scene medical treatment and all associated fees, when applicable.
    iv. No patient shall receive an invoice until their insurance provider has had at least forty-five (45) days to act on the claim.

g. Consultant shall negotiate and arrange a modified payment schedule (of no less than $10 per month) for individuals who are unable to pay the full amount when invoiced and shall follow up to ensure those individuals continue to pay at least that amount for the duration of the invoice.
h. After patient insurance or other third-party payments are made, Consultant shall invoice remaining amounts to the patient ("balance billing") where permitted by law and provider agreement.
i. Consultant shall receive payments on behalf of the County and deposit those payments into the County's designated bank account within three (3) business days of receipt. Records of deposits and correlating reports shall be electronically transmitted to the County on a daily basis.
j. Consultant shall stop billing and/or initial collection efforts for any invoice upon written notice from County to stop any such efforts.
k. Consultant shall provide the County's collection company with all accounts that have had no payment activity for 120 days after the date of first billing. The Consultant shall track the account turned over to the collection company and work with the collection company, as necessary, to assist with information gathering, filing insurance claims, and handle payments.
l. Consultant shall answer any audit and file any appeals related to EMS billing on behalf of the County.

m. Consultant shall respond to subpoena requests and other legal and HIPAA compliant requests for medical records. The Consultant shall keep a HIPAA-compliant log of all medical records provided.
n. Consultant shall act as an advocate for the County with Medicare, Medicaid, and private insurance in an endeavor to obtain payment.
o. Consultant shall maintain a working relationship with all DPS serviced hospitals.
p. Consultant shall provide sufficient customer service representatives to assist patient and/or third-party payees in all billing inquiries in a timely manner, not to exceed three (3) business days.
    i. The call center shall be operational during normal business hours for County and patient related questions and shall provide bilingual speaking representatives.
    ii. All calls related to County EMS billing shall be answered "EMS".
    iii. All calls shall be recorded and retrievable by DPS in a .wav file.
q. Following the end of the term, or any termination, of an agreement with the County, Consultant must cooperate and allow a reasonable time for transition of billing and initial collection services to a successor consultant.

2. Information/Access/Training
    a. Consultant shall provide DPS with the following reports/information in an easy to read/understand format:
        i. Information necessary for DPS to pursue collection of non-sufficient fund (NSF) checks;
        ii. Information necessary for DPS to process refund requests for patients and/or insurance companies including the refund payee's name, their verified address, and reason for refund;
        iii. Distribution of charges and collections also known as payor mix of all patients for a given month or other specified period;
        iv. Aged receivable report reflecting outstanding invoices, including the amount, sorted by date or account for thirty (30), sixty (60), ninety (90), one-hundred twenty (120), and over one-hundred twenty (120) days;
        v. A patient alpha listing;
        vi. A monthly payment listing that reflects required charge offs/adjustments and refunds posted to each patient's account;
        vii. All reports and data required for the County to participate in the Public Emergency Medical Transportation (PEMT) Program;
        viii. Monthly write-offs; and
        ix. Any other mutually agreed upon reports as may be required.
    b. Consultant shall provide DPS with remote, electronic, read-only access of DPS's account records, subject to reasonable terms of use provided by Consultant. Such access must allow DPS to produce reports, view patient account status, and the ability to track or review Consultant follow-up on accounts. All account information must be up to date (meaning no more than seven (7) days behind the Consultant's live system.) Consultant shall provide DPS with up to three (3) hours of training on the use of this access system.

c. At the request of the DPS Director, Consultant shall provide up to four (4) hours of quarterly training to DPS personnel on changes in the billing process and/or new requirements for data gathering and billing purposes.

3. Consultant Compliance/Records
    a. Consultant shall comply with all HIPAA rules and regulations regarding protected health information (PHI) as a guardian of all record sets and will maintain all records and patient information in a safe and secure manner allowing for inspection and/or audit by the County. Consultant shall store all records for a minimum of thirty-six (36) months and then turn them over to DPS for permanent storage.
    b. Consultant must remain licensed, insured, bonded and compliant with the Federal Health Insurance Portability and Accountability Act ("HIPPA") in the State of Florida.
    c. Upon execution of an Agreement with the County, Consultant must provide a copy of all current licenses, credentials, or certifications required by law for services hereunder. All licenses, credentials, or certifications required must remain valid for the duration of the Agreement.
    d. Consultant must remain in compliance with SOC2 Type II and provide SOC2 Type II audit documentation with assurance that the compliance program and processes meet/exceed federal guidelines set by CMS, the OIG, Red Flag Initiatives, HIPAA, and an annual third-party audit of the entire billing process.
    e. Consultant will comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that pertain to the duties and responsibilities of the Consultant.

ARTICLE 3 – CONSULTANT'S RESPONSIBILITIES

3.1 Consultant shall perform the Scope of Services in strict accordance with the provisions of this Agreement.

3.2 Upon execution of this Agreement, Consultant shall provide a copy of all current licenses, credentials, or certifications required by law for the services hereunder. All licenses, credentials, or certifications required must remain valid for the term of this Agreement.

3.3 Consultant agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by Consultant throughout the term of this Agreement. If Consultant is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.

3.4 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

3.5 As required by 119.0701, Florida Statutes, the following notice is given regarding the Consultant's duty to comply with Florida's public records laws (Chapter 19, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Consultant shall:

(i) Keep and maintain public records required by County to perform the services;

(ii) Upon request from County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Consultant under this Agreement if Consultant does not transfer the records to County; and

(iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers all public records to County upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

TELEPHONE:	**(352) 486-5218**
EMAIL:	**LEVYBOCC@LEVYCOUNTY.ORG**
MAILING ADDRESS:	**P.O. BOX 310, BRONSON, FL 32621**

ARTICLE 4 – COUNTY'S RESPONSIBILITIES

4.1 County shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of Consultant.

4.2.1 County will implement actions and processes to allow Consultant to properly and efficiently provide the Scope of Services, including, but not limited to, the following:

(a) Providing Consultant with complete and accurate information necessary for the processing of billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by Consultant;

(b) Providing Consultant with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

(c) Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

(d) Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

(e) Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, or other payer or insurance carriers necessary for Consultant to provide services; and

(f) Implementing reasonable and customary charges for complete, compliant billing.

4.2.2 County represents that the PCRs and any associated medical records, forms and certification statements provided to Consultant are accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

4.2.3 County will maintain County's own files of original or source documents as required by law, and will provide Consultant copies of such documents.

4.2.4 County will provide Consultant with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of County's accounts.

4.2.5 County will promptly report to Consultant any payments received directly by County, and promptly notify Consultant of any cases requiring special handling or billing.

4.2.6 County will ensure that any refunds posted by Consultant are actually issued and paid to the patient, insurer, or other payer as appropriate.

4.2.7 County will provide Consultant with administrative access to the PCR system or similar access in order to run reports and review documents and attachments to better service County's account.

4.2.8 County will provide Consultant with access to its facilities and personnel for the purpose of providing on-site and/or online training, if requested by the County. County shall cooperate with Consultant and facilitate any agreed upon training. Any training will be provided by Consultant at no cost to County.

4.2.9 County will comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that pertain to the duties and responsibilities of the County.

4.3 County shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

ARTICLE 5 – TERM/TERMINATION

5.1 The term of this Agreement shall begin on the Effective Date and continue for a three (3) year period. Upon written notice from the County to the Consultant, this Agreement may be extended by the County for one additional three (3) year term.

5.2 This Agreement may be terminated as follows:

a. Without cause: County must provide no less than thirty (30) calendar days' advance written notice to Contractor. b. With cause: Either party may terminate for cause upon no less than ten (10) calendar days' advance written notice to the other party, which notice specifies the cause of termination and allows a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Consultants

services are no longer available, the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Consultant fails to comply with Florida's public records laws.

5.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, reports, and other work product prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

5.4 Notwithstanding the foregoing, the Consultant shall not be relieved of liability damages sustained by the County from breach of the Agreement by Consultant and the County may reasonably withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

ARTICLE 6 – METHOD OF BILLING/PAYMENT

6.1 Consultant agrees to provide the Scope of Services to the County for the sums set forth in the Price Proposal as follows:

(1) as to Non-Medicaid/Medicare Billing and Collection Fees - a 4.95% fee which is multiplied by the dollar amount collected per claim; and

(2) as to Medicaid Fees – a flat rate of $8.00 per billing claim

6.2 Consultant shall submit all billings for payment for work performed to the County department requesting the services for processing. Billings shall be detailed as to nature of the work performed. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

6.3 Consultant acknowledges that each billing must be reviewed and approved by the applicable County Department Director/Manager. Should the County Department Director/Manage, determine that the billing is not commensurate with the Work performed, accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

6.4 County shall pay Consultant's invoices in accordance with the Florida Local Government Prompt Payment Act.

ARTICLE 7 – CORRECTIONS

Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subcontractor or subcontractor(s) engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this article shall survive the termination of this Agreement.

ARTICLE 8 – COUNTY PROPERTY

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. If requested, Consultant shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Consultant or other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

ARTICLE 9 – NOTICES

If to County:

County Manager
P.O. Box 310
310 School Street
Bronson, FL 32621

If to Consultant:

Digitech Computer LLC
Attn: Walter C. Pickett II, CEO
480 Bedford Road, Suite C-202
Chappaqua, NY 10514
With a copy to:
contracts@digitechcomputer.com

ARTICLE 10 – NO CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11 – NO ASSIGNMENT

11.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approve of County.

11.2 Consultant shall not subcontract any services or work to be provided to County without prior written approval of the County. The County reserves the right to accept the use of a subcontractor or subcontractor or to reject the selection of a particular subcontractor or subcontractor and to inspect all facilities of any subcontractors in order to determine the capability of the subcontractor or subcontractor to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 12 – INDEMNIFICATION

12.1 The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court

costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Consultant of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

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

12.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 13 – INSURANCE

Before performing any work, the Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Consultant will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expiration dates, terms or policies and all endorsements, and shall include the RFP/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Consultant. Said insurance coverages procured by Consultant as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statues.

Coverages and limits for required insurance is as follows:

a. **Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers'

Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

b. **Professional Liability Insurance:** Coverage of a minimum of one million dollars ($1,000,000) for this project.
c. **Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than $300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, produces and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of $100,000.
d. **Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than $300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). This policy shall be endorsed to provide contractual liability coverage.

ARTICLE 14 – CONTACT PERSONS

Upon written request of Consultant, the County Manager shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 15 – SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16 – GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

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

sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statues.

ARTICLE 17 – INDEPENDENT CONSULTANT

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

ARTICLE 18 – THIRD PARTY BENEFICIARIES

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 Pursuant to Section 287.135, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or other or that is engaged in the boycott of Israel, that is listed on the Scrutinized Companies with Activities in Sudan List, that is listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria (collectively the "Scrutinized Companies' Lists") is prohibited. Consultant shall certify that the company is not on any of the Scrutinized Companies' Lists. If this Agreement is for One Million Dollars ($1,000,000) or more, it may be terminated at the County's option if it is discovered that the Consultant submitted false documents of certification or is listed on any of the Scrutinized Companies' Lists. If this Agreement is less than One Million Dollars ($1,000,000), this Agreement may also be terminated at the County's option if the company is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, Consultant is certifying that they are not on any of the Scrutinized Companies' Lists and are not participating in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to Consultant of the County's determination concerning the false certification. Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If Consultant does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies.

19.2 As required by Section 287.133(3)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity; may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a consultant, supplier, subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

19.3 If it is discovered that Consultant provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in the future procurement processes.

19.4 The Consultant must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Consultant agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Agreement.
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Consultant agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
- Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Consultant to submit reports, and permit the County access to Consultant's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Consultant's compliance with laws that prohibit harassment and discrimination.

19.5 As a mandatory condition precedent to entering into this Agreement and in compliance with Section 448.095, Florida Statutes, Consultant and any of its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. If the County, Consultant, or any subconsultant has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1),

Florida Statutes, or the provisions of this section, then they shall terminate the contract with the person or entity. The County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Florida Statute, Consultant acknowledges that upon termination of this Agreement by the County for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section. Consultant or any of its subcontractors shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

19.6 As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of Consultant must attest under the penalty of perjury that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is attached hereto as Appendix A and incorporated herein by reference.

19.7 Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit is attached hereto as Appendix B.

ARTICLE 20 – SPECIAL CONTRACT TERMS

20. The following terms, unique to this RFP, apply to this Agreement:

a. Confidentiality. Subject to the provisions of Art. I., s. 24, Florida Constitution, all applicable Florida Statutes and case law regarding public records, and the provisions of the RFP related to public records, the Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. The Parties will each be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential

Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to take action to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense.

Information will not be deemed "Confidential Information" hereunder if it is a non-exempt or non-confidential public record under Florida law, or if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party**.**

b. HIPAA Compliance. The parties agree to execute and comply with the Business Associate Agreement attached hereto as Appendix C and incorporated herein by reference, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information**.**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Desiree Mills, Chair

Date: _____

ATTEST: Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of County Commissioners

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
County Attorney

Consultant

Digitech Computer LLC
a Delaware Limited Liability Company

By: _____

Walter C. Pickett II, CEO

Date: _____

ATTEST/WITNESS

_____

Officer of Consultant

APPENDIX A

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Walter C. Pickett II as Chief Executive Officer on behalf of Digitech Computer LLC under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Digitech Computer LLC does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Digitech Computer LLC does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Printed Name: Walter C. Pickett II
Title: Chief Executive Officer
Nongovernmental entity: Digitech Computer LLC
Date:

STATE OF NEW YORK
COUNTY OF WESTCHESTER

SWORN TO AND SUBSCRIBED before me in person by Walter C. Pickett II as Chief Executive Officer on behalf of Digitech Computer LLC, who is personally known to me this _____ day of _____, 2025.

_____
Notary Public

(Notary Seal)

APPENDIX B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I Walter C. Pickett II as Chief Executive Officer on behalf of Digitech Computer LLC under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that Digitech Computer LLC ("Vendor"):

a. Is not owned by the government of a foreign country of concern;

b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name: Walter C. Pickett II

Title: Chief Executive Officer

Nongovernmental entity: Digitech Computer LLC

Date:

STATE OF NEW YORK
COUNTY OF WESTCHESTER
SWORN TO AND SUBSCRIBED before me in person by Walter C. Pickett II as Chief Executive Officer on behalf of Digitech Computer LLC, who is personally known to me this _____ day of _____, 2025.

_____
Notary Public

(Notary Seal)

APPENDIX C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into as of _____, 2025 between **Levy County**, a political subdivision of the State of Florida ("Covered Entity") and **Digitech Computer LLC, a Delaware limited liability company, authorized to do business in the State of Florida** ("Business Associate").

Recitals

Pursuant to the parties' separate services agreement dated _____, 2025 ("Services Agreement"), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules"). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR § 160.404.

Definitions

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the *HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use*.
2. **Specific Definitions.**
   2.1. **Business Associate** has the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this Agreement shall mean Business Associate.
   2.2. **Covered Entity** has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the part to this Agreement shall mean Covered Entity.
   2.3. **PHI** has the same meaning as the term "protected health information" at 45 CFR § 160.013, and includes any individually identifiable information that is created, received, maintained or transmitted by Business Associate on behalf of Covered Entity that relates to an individual's past, present, or future physical or mental health, health care, whether oral, hard copy, electronic or any other form or medium.
   2.4. Terms used but not otherwise defined in this Agreement shall be defined as set forth in 45 CFR Part 160 and Part 164, Subparts A, C, D, and E, as they shall be amended.

Agreement

3. **Relationship of Parties.** Business Associate is and at all times during this Agreement shall be acting as an independent consultant to Covered Entity, and not as a Covered Entity's agent. Covered Entity shall not have the authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless

expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to established agency, partnership, joint venture or other relationship except that of independently contracting entities.

4. **Business Associate Responsibilities.** Business Associate agrees to:
   4.1. Fully comply with the HIPAA Rules as they apply to Business Associate.
   4.2. Not use or disclose PHI except as permitted by this Agreement or as otherwise required by law.
   4.3. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including using administrative, physical and technical safeguards to protect electronic PHI. In addition, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 CFR § 681.1, Business Associate will implement and comply with reasonable policies to identify, prevent and mitigate any instance of identity theft relating to the covered accounts.
   4.4. Immediately report to Covered Entity's Privacy Officer any use or disclosure of PHI not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured PHI as required by 45 CFR § 164.410, and reporting security incidents as required by 45 CFR § 164.314(e)(2)(i)(C). Additionally, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 CFR § 681.1, Business Associate will report to Covered Entity any actual or suspected instance of identity theft involving a Covered Entity covered account. Business Associate shall report the information necessary and in such a manner as to enable Covered Entity to investigate the incident and comply with Covered Entity's obligations under applicable law.
   4.5. Mitigate, to the extent practicable, any harmful effect caused by a use or disclosure of PHI by Business Associate in violation of this Agreement.
   4.6. Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate and notify third parties of breaches of unsecured PHI or security incidents as required by the HIPAA Rules.
   4.7. Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§ 164.502(e)(1)(ii), 164.502(e)(2) and 164.308(b)(2),(3).
   4.8. To the extent Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make available to PHI in a designated record set to Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR § 164.524. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.
   4.9. To the extent Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make any amendment(s) to PHI in a designated record set within 10 days of request, as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. Should Business Associate or its subcontractors receive a direct request from individual, Business Associate will promptly forward the individual's request to Covered Entity.

4.10. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR § 164.528. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.

4.11. To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performing such obligations.

4.12. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

5. **Uses and Disclosures by Business Associate**

5.1. **Permissible Uses and Disclosures.** Business Associate may use or disclose PHI only as follows:

5.1.1. As necessary to perform the services set forth in the Services Agreement.

5.1.2. As authorized, to de-identify PHI in accordance with 45 CFR § 164.514(a)-(c).

5.1.3. As required by law

5.1.4. Business Associate may not use or disclose PHI in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity.

5.1.5. Business Associate agrees to use or disclose the minimum amount of PHI necessary for permitted purpose pursuant to this Section 5, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

5.2. **Additional Use and Disclosure Provisions**

5.2.1. Except as limited in the Services Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.

5.2.2. Except as limited in the Services Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that may disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5.2.3. Except as limited in the Services Agreement, Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.

6. **Term and Termination.** Unless otherwise agreed to in writing by the parties, this Agreement shall be effective as of the Effective Date and shall continue until the termination of the Services Agreement or until terminated as provided below.

6.1. **Termination.** This Agreement shall terminate on the date of the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

6.1.1. Covered Entity may terminate this Agreement upon thirty (30) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise PHI. Subject to Section 6.1.2, Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may terminate this Agreement.

6.1.2. Notwithstanding Section 6.1.1, Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

6.2. **Termination of Services Agreement.** Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associates creation, maintenance, use, transmission or disclosure of PHI is a material purpose of the Services Agreement and this Agreement is terminated for any reason.

6.3. **Obligations of Business Associate Upon Termination.** Upon Termination of this Agreement for any reason, Business Associate shall, with respect to PHI received from Covered Entity, or created, maintained, used or received by Business Associate on behalf of Covered Entity:

6.3.1. If feasible, return all PHI to Covered Entity at Covered Entity's sole expense, or, if Covered Entity agrees, destroy such PHI.

6.3.2. If the return or destruction of PHI is not feasible, continue to extend the protections of this Agreement and HIPAA Rules to such PHI and not use or further disclose the PHI in a manner that is not permitted by this Agreement or the HIPAA Rules.

6.4. **Survival.** Business Associate's obligations under this Section 6 shall survive the termination of this Agreement.

7. **Regulatory References.** A reference in this Agreement to a section in the HITECH Act or HIPAA Rules means the section as in effect or as amended.
8. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HITECH Act, HIPAA Rules, the FTC Identity Theft "Red Flag" Rules and any other applicable laws and regulations.
9. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HITECH Act, HIPAA Rules and other applicable law.
10. **Governing Law.** This Agreement shall be construed to comply with the requirements of HIPAA Rules and any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of Florida and venue for any actions relating to this Agreement shall be in court with jurisdiction over actions in Levy County, Florida.
11. **Assignments/Subcontracting.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 4.7, above, and provided that Business Associate provides written notice to Covered Entity prior to such assignment or subcontracting. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.
12. **Cooperation.** The parties agree to cooperate with each other to comply with the requirements of the HITECH Act, the HIPAA Rules, the FTC Identity Theft Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of PHI in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition, Business Associate shall make its officers, members, employees and agents available without charge for interview or testimony.

13. **Relation to Services Agreement.** This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not in inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.
14. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties as it related to the use or disclosure of PHI, and supersedes all prior discussion, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Desiree Mills, Chair

ATTEST: Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of County Commissioners

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
County Attorney

Consultant

Digitech Computer LLC,
a Delaware Limited Liability Company

ATTEST/WITNESS

By: _____

_____
Officer of Consultant

Walter C. Pickett II, CEO

Date: _____