



Certified: --

**E-24-26**

Filed with the Clerk of the Nassau County Legislature  
2/17/26 9:58AM

**NIFS ID: CQPD26000001**

Capital:

Contract ID #: CQPD26000001

NIFS Entry Date: 01/14/2026

**Department: Police Dept.**

Service: **Ambulance Billing Services**

Term: **Three years from date of execution**

Contract Delayed:

Slip Type: <b>New</b>		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>No</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>Digitech Computer LLC</b>	ID#: <b>112693136</b>
Main Address: <b>480 Bedford Road Chappaqua, NY 10514</b>	
Main Contact: <b>Jacqueline Herrera</b>	
Main Phone:	

<b>Department:</b>
Contact Name: <b>Karen Taggart</b>
Address: <b>1490 Franklin Avenue Mineola, New York 11501</b>
Phone: <b>(516) 573-7210</b>
Email: <b>ktaggart@pdcn.org</b>

**Contract Summary**

<b>Purpose:</b> This is a new contract for ambulance billing services for the Department's Emergency Ambulance Bureau. Services will include, but are not limited to, recording and transmission of pre-hospital care reports ("PCRs"), billing and fee collection services, customer services and monitoring of industry issues.
<b>Procurement History:</b> A Request for Proposals ("RFP") was issued on October 11, 2024. The Department received five (5) proposals in response to the RFP. A selection committee was formed consisting of members of the Department's Emergency Ambulance Bureau. Representatives from the Department's Legal Bureau and Information Technology Unit as well as a representative from the Comptroller's office participated as non-voting advisors. The proposals were scored and ranked, and the contract was awarded to Digitech Computer LLC as the highest scoring proposer.
<b>Description of General Provisions:</b> See above
<b>Impact on Funding / Price Analysis:</b> This is a revenue generating contract. Encumbering \$1,200,000.00 to pay vendor's percentage of net revenues as per the terms of the contract.

**Change in Contract from Prior Procurement:** N/A

**Method of Source Selection:**

- Request For Proposals awarded to proposer offering best value

RFP #: PD1011-2448

Advertised On: 10/11/2024

Advertised In: Bid Board, Official Newspaper

Proposals Due On: 12/10/2024

Number of proposals received: 5

Evaluation Committee members: J. O'Melia, F.Gephardt, P.Bohan, M. Mannarino,L.Perez

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

This is a revenue generating contract, the contract was awarded to Digitech having submitted the highest scoring proposal.

**MWBE Participation:**

- Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

- Vendor will not require any subcontractors.

Contractor is a (check all that apply):

MWBE

SDVOB

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1484	DE	PDPDH1484	DE500	PDPDH1484 DE500	01	\$1,200,000.00
<b>TOTAL</b>								<b>\$1,200,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$1,200,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$1,200,000.00</b>

## Routing Slip

Department			
NIFS Entry	Karen Taggart	02/04/2026 02:49PM	Approved
NIFS Final Approval	William Field	02/10/2026 10:25AM	Approved
Final Approval	William Field	02/10/2026 10:25AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	02/10/2026 01:52PM	Approved
RE & Insurance Verification	Grady Farnan	02/10/2026 11:22AM	Approved
NIFS Approval	Mary Nori	02/13/2026 01:27PM	Approved
Final Approval	Mary Nori	02/13/2026 01:27PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	02/10/2026 03:17PM	Approved
NIFA Approval	Christopher Nolan	02/13/2026 12:43PM	Approved
Final Approval	Christopher Nolan	02/13/2026 12:43PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/13/2026 01:42PM	Approved
DCE Compliance Approval	Robert Cleary	02/13/2026 05:52PM	Approved
Vertical DCE Approval	Arthur Walsh	02/16/2026 08:49AM	Approved
Final Approval	Arthur Walsh	02/16/2026 08:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	02/16/2026 08:56AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND DIGITECH COMPUTER LLC

WHEREAS, the County has negotiated a personal services agreement with Digitech Computer LLC, to provide ambulance billing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Digitech Computer LLC.

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and Digitech Computer LLC ("Digitech"), a limited liability New York corporation, having its principal address at 480 North Bedford Road Building 600, Second Floor, Suite C-202, Chappaqua, New York (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Term.

- a) This Agreement shall commence on the date this Agreement is executed by the County and shall terminate three (3) years after that date ("Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for two (2) additional one (1) year periods (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.
- b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.
- c) Billing Work Begin Date. This shall mean the date by which the prior vendor stops accepting EAB batch billing data from PCR software, and Digitech shall start intake of same data at this time. The prior vendor's last date to accept data for billing shall be March 31, 2026, at 11:59 p.m. Digitech shall begin accepting data for billing on April 1, 2026, at 12:00 a.m.

2) Services.

The services and scope of work to be provided by the Contractor under this Agreement shall consist of the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services for the Department's Emergency Ambulance Bureau ("Services"). Such Services are further and more specifically set forth in Exhibit A and include, but are not limited to, monitoring of industry issues, recording of PCRs, ambulance billing services, customer service, providing computer hardware and software, providing business continuity and disaster recovery plans. The Contractor will provide to the County any necessary hardware and software as well as any ancillary items needed in relation to the services being provided. These items are more fully set forth in Exhibit A and include but are not limited to:

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

#### **Hardware:**

- Sixty-five (65) G2 Tough books: BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1 WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass(Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Contactless Smartcard, Barcode, Standard Battery, Bridge Battery, TPM 2.0, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN 10-Field Engineering Support
- Sixty-five (65) Verizon cellular air cards for use with Toughbook devices
- Sixty-five (65) Keyboards for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A, USB-C, Kensington Lock
- Sixty-five (65) Absolute Resilience licenses - 36 Month Term - 1-249 Unit Volume- For State and Local Government
- Sixty-five (65) 3-Year Smart Battery Warranties with Smart Battery Monitoring Software For Windows Toughbooks Primary Battery
- Sixty-five (65) Peripherals and Accessories:
  - Standard Battery for FZ-G2
  - Shoulder Strap for FZ-G2
  - Digitizer Stylus Pen for FZ-G2. 2-button (Right-click, erase). Waterproof, Meets I PSS
  - Tether for Digitizer Stylus Pen for FZ-G2
  - AC Adapter (110W) for CF-33, FZ-40, FZ-55, FZ-G2
  - Toughmate G2 Enhanced Rotating Hand Strap
- One (1) industrial grade shredder
- Four (4) desktop computers and associated software and hardware

- Five (5) laptop computers with Verizon cellular air cards
- Two (2) high-speed scanners
- Three (3) high-speed printers

**Software:**

- ESO EHR
- EHR CAD Integration
- EHR Cardiac Monitor Integration
- EHR Billing Interface
- EHR Fax
- Insight Add-On to HDE EMS Connection
- ESO Software EHR Training Site
- Antivirus software licenses as required by the Department

+ Contractor will pay all fees associated with telecommunications connectivity services including but not limited to Lightpath connections.

+ Contractor will provide the County with a credit card for use toward subscriptions for operational software and replacement hardware accessories and sundry items not listed separately above. Credit card limit is initially set at \$75,000 annually with that limit subject to adjustment based on County's needs.

+ The Contractor shall provide the Department with the technological capabilities for Automated PCR Field Data Entry, which will provide the Department with the ability to collect patient information at the scene of an incident, enroute to the hospital and /or while at the hospital. In support thereof the Contractor shall supply approved mobile electronic devices of the Department's choosing for collection of EPCR data. It shall be the responsibility of the Contractor to replace any mobile electronic device that is determined to be irreparable by the Department. This shall be done within 30 days of such request.

+ The Contractor shall provide computer software, hardware, peripherals and accessories as needed by the Department, in conformity with such items and materials currently utilized by the Department. Upgrades and/or expansion of equipment, software, hardware, peripherals and accessory needs as required by the Department will also be responsibility of vendor. All requested replacements or upgrades of hardware, software peripherals and accessories shall be done within thirty (30) days of the request by the Department.

+ The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

+ **Renewal Services:** Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

- 3) **Payment.**
- (a) **Amount of Consideration.** The Contractor shall be compensated upon a percentage of net revenues. Net revenues are defined as the total sum of all monies collected by the Contractor less amounts refunded or credited to a patient or a third-party payor as a result of overpayments, Medicaid payments, erroneous payments or returned checks. The Contractor shall be paid 5.95% of net revenues for the durations of this Agreement. Pursuant to New York State law, the Contractor shall be paid a flat fee of Six Dollars (\$6.00) per Medicaid claim.
  - (b) **Vouchers; Voucher Review, Approval and Audit.** All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
  - (c) **Timing of Payment Claims.** The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
  - (d) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.
  - (e) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.
- 4) **Non-Completion.** Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.
- 5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this

Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 7) **Compliance With Law.**
  - (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
  - (b) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require and ensure all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) agree to and abide by a standard of confidentiality and non-disclosure that is no less stringent than what is articulated in the attached **Exhibit C** (the "Confidentiality Agreement") and **Exhibit D** (the "Non-Disclosure Agreement"), prior to commencing Services under this Agreement. Confidentiality agreements and Non-Disclosure agreements may be required to be executed by the Contractor or their agent from time to time upon the County's reasonable request. . The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
  - (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.
- 8) **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant,

construction manager, or other person or firm representing the County ( a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

- 9) **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- 10) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
  - b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- 11) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:
- a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

- f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
  - g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
- 12) Minimum Service Standards. Regardless of whether required by Law:
- a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
  - c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 13) Right to Works and Ownership of Data.
- a) Upon execution of this Agreement, any tangible reports, documents, data, designs, drawings, photographs, and/or any other material provided to the County pursuant to the Agreement, and any and all drafts and/or preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, (i) Contractor retains all rights in its intellectual property and trade secrets contained in the materials, and no ownership rights are transferred to the County hereunder, and (ii) the parties agree all rights related to de-identification and aggregation of data shall be governed by the Business Associate Agreement, attached hereto as **Exhibit B**.
  - b) All original records, accounts receivable data and documentation pertaining to said data is, and shall remain, the property of the County, and shall be delivered or returned to the County in a format mutually agreed upon by the Parties, including but not limited to Microsoft SQL. Such material shall be delivered within thirty (30) days of the expiration or termination, for any reason, of the Agreement.
- 14) Confidentiality.
- a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
  - b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of

Required Disclosure;

- c) If applicable, Vendor and/or vendors employees/agents, sub-contractors, agree to execute the attached Non-Disclosure Agreement ("NDA"), attached hereto as **Exhibit D** and/or Confidentiality Agreement.
- d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.
- e) The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

- a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.
- c) The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.
- d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

- e) Limitation of Liability. Contractor's total cumulative liability in connection with or related to this Agreement will be limited to two (2) times the sum of fees paid by the County to the Contractor during the 12-month period preceding the date of the claim. This limitation shall not apply to: (i) damages occasioned by the breach of either party of its obligations of confidentiality under this Agreement; or (ii) to any claims arising out of a data breach suffered by Contractor.
- f) Infringement Indemnification. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.
  - (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.
  - (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
  - (3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.
- g) The provisions of this Section shall survive the termination of this Agreement.

16) Insurance.

- a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers,

agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

- b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) Assignment; Amendment; Waiver; Subcontracting.

- a) This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent

obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

- c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) Termination.

- a) Termination for Convenience. Neither the County nor the Contractor may terminate the Agreement for convenience.
- b) Termination for Lack of Funds. Either party may terminate this agreement before any subsequent year if the County is unable to secure funding.
- c) Termination for Cause. This Agreement may be terminated for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination.
  - i) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.
- d) Mutual Termination. Parties may terminate upon mutual written agreement of the County and the Contractor, and/or in accordance with any other provisions of this Agreement expressly addressing termination.
- e) Termination by the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- f) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement. The parties agree that a transition period will be no longer than one (1) year. In the event a transition takes longer than parties anticipated, the parties may mutually agree upon one (1) ninety (90) day extension, that will not be unreasonably withheld.

19) Accounting Procedures; Records.

- a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in

accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a) **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
  - b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 21) **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 22) **Data Breach:**
- a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
    - i) Date and time of the breach;
    - ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
    - iii) The nature and extent of the breach;
    - iv) The Contractor's proposed plan to investigate and remediate the breach.

- b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
  - c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
  - d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.
- 23) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 24) Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
- a) in writing to the above referenced addresses and in compliance with the below,
  - b) delivered or sent
    - i) by hand delivery, evidenced by a signed, dated receipt,
    - ii) postage prepaid via certified mail, return receipt requested, or
    - iii) overnight delivery via a nationally recognized courier service,
    - iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
      - (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      - (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
      - (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      - (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 25) All Legal Provisions Deemed Included; Severability; Supremacy.
- a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the

application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge.** Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) \$0-\$10,000	\$0
(b) Over \$10,000-\$50,000	\$160
(c) Over \$50,000-\$100,000	\$266
(d) Over \$100,000	\$533

28) **Executory Clause.** Notwithstanding any other provision of this Agreement:

- a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
  - i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
  - ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

- 31) Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable): The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.
- 32) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
- 33) Non-Waiver: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.
- 34) Participation By Political Subdivisions, "PIGGY BACKING": The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein...." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

DIGITECH COMPUTER LLC

By: 

Name: Walter C. Picket II

Title: CEO

Date: 2/3/2026

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_, County Executive

(or) \_\_\_\_\_, Chief Deputy County Executive

(or) \_\_\_\_\_, Deputy County Executive

Date: \_\_\_\_\_

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF WESTCHESTER )

On the 3rd day of February in the year 2020 before me personally came Walter C. Pickett II X to me personally known, who, being by me duly sworn, did depose and say that he or she has an office in the County of Westchester; that he or she is the CEO \_\_\_\_\_ of DIGITECH COMPUTER LLC \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

AMANDA COMPTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CO6382673  
Qualified in Westchester County  
My Commission Expires 10-29-2026

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
DIGITECH SCOPE OF SERVICES

# DIGITECH SCOPE OF SERVICES

## **1. MONITORING OF INDUSTRY ISSUES**

As part of our consultative style, we consider it our responsibility to keep you up to date on important changes to regulations in the EMS industry in New York and across the country, in addition to the periodic recommendations we will provide on administrative, procedural, technical, and other improvements that will improve revenue generation, customer service, and other key areas of performance

We integrate compliance within all our business activities and will serve as informed advisors for County officials through our:

- + Active membership in industry trade organizations
- + Participation in regional and national ambulance associations and conferences
- + Consultation with authorities on ambulance industry law
- + Continuous monitoring of industry trends, regulatory changes, and updates to federal, state, and local rules and regulations
- + Observation of industry best practices

For example, we recently provided clients information on:

- + The 2025 Ambulance inflation Factor of 2.4%
- + CMS' finalized proposed addition of pre-hospital blood transfusions to the ALS2 definition
- + OIG's issuance of an opinion on allowing ground ambulance to begin billing health insurances for treatment-in-place services

You will receive ongoing consultation related to all aspects of billing and collections for ambulance service. We consider it our responsibility to stay informed and guide you in any new and revised interpretations of relevant laws and policies. We watch closely any developments in the changing landscape of Medicare and Medicaid reimbursements that may affect your collections, and we will keep you informed of any changes to processes or policies. Through our partnership, you will be provided with a deep pool of resources and experience to be called upon however you need.

## **2. RECORDING OF ELECTRONIC PREHOSPITAL CARE REPORTS**

Electronic Prehospital Care Reports (PCRs) will be entered electronically and managed by the Contractor in a database or similar system allowing the sorting, filtering, and reporting of data. Each EPCR will constitute one patient record and will contain the information required to file the insurance claim. The Contractor agrees to comply with all Federal and New York State HIPAA regulations (Health Insurance Portability and Protection Act 1981) to protect patient confidentiality.

Electronic Prehospital Care Reports (PCRs) are entered electronically and managed by Digitech in Ambulance Commander, our billing platform, via the Data Upload process.

### **DATA UPLOAD**

PCRs and all associated transport data are uploaded into Digitech's system via Secure File Transfer Protocol. This process is typically completed within two to three hours each morning via an import routine written by Digitech specifically for ESO.

Digittech has import routines for every major ePCR system on the market. Ambulance Commander is fully integrated with your ePCR system, ESQ. We have built, tested, certified, and deployed many times over what is now our standard ESQ ePCR interface. Digitech is a platinum partner of ESQ, and we process 1.5 million claims annually through ESO.

Our routines are unique in that we import all the information from the PCR system, not just the information required for billing. This greatly increases our ability to provide reporting and analytics that directly relate your finances to your patient care. Incident numbers, transport numbers, and individual record numbers (when multiple vehicles respond to the same incident) are all recorded and associated with the claim number we assign.

On a regular basis, we perform a reconciliation to make sure that all patient care records have been imported into Ambulance Commander. This process, along with your own reconciliation process of matching an ePCR to each run, ensures that all billable transports dispatched have been transferred.

Once the PCR data has been reconciled, our billers can see all critical transport data, including the dispatch data, the crew data, the unit data, and so on. They can also see the PCR itself which contains the details of the patient assessment, the treatments and interventions provided, and the narrative entered by the responding medic.

Digitech complies with all Federal and New York State HIPAA (Health Insurance Portability and Protection Act 1981) regulations to protect patient confidentiality.

### **DIAGNOSTIC CODING**

Coding is the intensive process by which we review each claim manually and determine level of service, medical necessity compliance, signature compliance, and mileage. As part of the coding process, Digitech's coders review the content of the ePCR, evaluate the narrative, decide whether the claim is billable, and if so, how the claim should be billed.

Once the coding process is complete, claims are procedure coded according to industry standards and scheduled for invoicing. Any accompanying paperwork is verified and attached to the claim using Digitech's SecureDocs document imaging interface. We typically complete coding for all claims within 24 business hours of receipt of ePCR data.

Digitech can manually enter PCRs in case the ePCR is unable to be uploaded electronically.

## **3. AMBULANCE BILLING SERVICES**

### **DIGITECH'S BILLING PROCESS**

Digitech's process for creating and billing claims can be broken down into three stages: Data Collection, Research and Coding, and Resolution. In this section we outline the steps within these phases.

1. Dispatch information is captured by the ePCR application and becomes part of the data we import with the call record. Unlike many other billing companies, Digitech imports ALL of the data and makes it available for analysis.
2. The Patient Care Report is created by your responding providers on scene, during transport, at the destination, or as soon as possible after the call.
3. Usually, the client reviews the ePCR data prior to releasing it to the billing company. This review should happen as soon as possible after the call. Steps 1, 2, and 3 happen on the client's side.
4. Digitech imports the call records from the ePCR server. Typically, this happens first thing every day. Once the ePCRs are imported into Ambulance Commander and reconciled, billing process activities begin: verification of demographic and insurance information, determination of eligibility, and research to gather missing information. Once the claims have been verified, Digitech's coders review level of service, medical necessity compliance, signature compliance, narrative, and mileage. Verification and

editing of claims are usually completed within 24 hours of receipt of ePCR data. We build electronic interfaces with your area hospitals as appropriate.

5. At this stage claims are ready to be invoiced. There is a circular dynamic created here because remittance processing often results in claims returning to the invoicing function for re-billing to secondary and tertiary payers, for denied claims to be corrected and resubmitted, for appeals processing, or for balances to be invoiced directly to patients. Approximately 98% of the compliant claims completed by our clients make it through the Data Upload, Verification, and Editing processes so that they are invoiced within 24 business hours of being received. Digitech will prepare invoices according to the rates and timelines you establish, e.g., open accounts invoiced at 30, 60, and 90 days.

6. Commercial payers, Medicare, and Medicaid are invoiced electronically within 24 hours of claims being edited. Private pay patients are sent an initial invoice within three business days of receipt of ePCR data in those cases where we have exhausted all efforts to locate and verify insurance coverage. We follow up on commercial claims every 20 days until they are resolved.

7. Remittances are processed immediately as they are received, and claims are crossed over to secondary and tertiary payers when additional coverage is available. Denials and appeals are processed within 24 hours of our receipt of remittance advice.

8. When all efforts to collect have been exhausted, Digitech will write off or adjust claims in accordance with policies we have agreed upon with you, e.g., upon sending accounts to your designated collection agency. Uncollectible claims will be adjusted after an amount of time set by the client-usually 120 days.

Surrounding and overseeing all claims processing and collection activities is Digitech's active compliance program, consisting of regular internal and external audits and daily oversight by our dedicated Quality Assurance team.

#### **VERIFICATION PROCESS**

Digitech will use standard processes to determine the authenticity of the patient's name and address.

We define verification as the process of finding missing billing and demographic information and confirming the accuracy of the current data. Our verifiers do the following:

- + Access multiple public and private databases to locate missing patient information.
- + Contact patients by phone to get insurance information when necessary.

- + Contact admitting hospitals to get patient information that we then use to find insurance information with our demographic search tools. When possible, we build electronic bridges to hospitals and directly query databases or transfer patient demographic and insurance data.
- + Use clearinghouses to find or verify insurance and demographic information.
- + Provide invoicing forms with a simple insurance information section and return envelope, which makes it easy for patients to return demographic and insurance information to Digitech by mail.
- + Provide web portals for each client where patients can check the status of their accounts, make payments, update demographic profiles, provide signatures, and input insurance information.

#### **USING PUBLIC AND PRIVATE DATABASES**

Digittech uses our proprietary Sleuth search solution to connect to multiple large databases. Its search algorithms use any available data to locate additional demographic information. Our goal is to find the patient's social security number, which we then submit to other databases to find insurance information.

#### **USING CLEARINGHOUSES**

Using the demographic information available, verifiers use our automated tools to search large clearinghouse databases to find or verify available insurance information and determine eligibility. This process also allows us to identify secondary insurance that field personnel will almost never obtain, and that even the receiving hospitals may not be able to provide. We validate Medicare, Medicaid, and all insurances daily for all the claims that we receive.

In addition to verification of insurance information on file, we validate patient insurance status by feeding the verified social security number into our insurance polling system which queries insurance companies in search of a policy number associated with that social security number. Digitech uses Experian and other such databases for this process. We typically complete this validation of patient insurance status in a matter of hours on the same day the trip information was downloaded.

#### **RESOLUTION OF CLAIMS**

Resolution of claims involves invoicing, posting, and short-pay follow-up. There is a circular dynamic between these steps, as the remittance processing phase often results in claims returning to invoicing for re-billing to secondary and tertiary payers, for denied claims to be

corrected and resubmitted, for appeals processing, or for balances to be invoiced directly to patients.

In more detail, the processing layer includes the following:

### **INVOICING CLAIMS**

Approximately 97% of the compliant claims completed by our clients make it through a Data Upload, Verification, and Coding processes so that they are invoiced within 48 business hours of being received. On average, 95% of all available revenue will be collected in the first 90 days.

### **INVOICING COMMERCIAL CARRIERS**

This step includes submitting electronic files to carriers that accept them or sending paper claims to those who do not. Where possible, Digitech files directly with the carrier, but alternatively will file claims using intermediaries and clearinghouses. We prefer direct billing as it speeds the process, and faster processing typically results in better collections. When the commercial carrier does not pay in full, Digitech will appeal the claim. Our automated Appeal-IT system sends appeals to carriers within 24 hours of a short-paid claim being posted. We follow up on all commercial claims on a regular basis (typically every 20 days) until they are resolved.

### **INVOICING MEDICARE OR MEDICAID**

Digittech is focused on compliance. Depending on applicable laws and regulations, before sending claims to Medicare or Medicaid we will verify that the:

- + Level of service is correct
- + Correct modifiers have been applied
- + Signatures have been obtained
- + Supporting Physician Certification Statements for non-emergency transports are attached
- + Medical necessity of the transport is correctly documented
- + Mileage is correct

Digittech will file directly and electronically with both Medicare and Medicaid.

### **PATIENT INVOICE CYCLE**

Our patient invoicing typically follows a three-invoice cycle. We use mailers specially designed to make it easy for patients to return valid insurance information. Invoices and their timing will be completely customized to the County's needs. Our standard patient invoicing process is as follows:

Once we have exhausted all efforts to locate and verify insurance coverage for a patient, an initial invoice is sent, usually within 48 hours of our receipt of the ePCR data.

- + A statement of account is generated and mailed to the patient's responsible party 30 calendar days after the original invoice and followed up with a phone call.
- + When a patient account is not paid after 60 days, Digitech sends a pre-collection notice in accordance with mutually agreed policies and again follows up with a phone call.
- + Patient accounts that remain unpaid after 120 calendar days are sent to collections or adjusted in accordance with your policies.

We employ a positive customer service approach in dealing with overdue accounts and do not engage in any form of debtor harassment, improper language, or unreasonable conduct at any point.

### **INVOICE FORMAT**

All notices, invoices, and letters will be delivered in a format you approve and in compliance with the provisions of the Fair Debt Collection Act and all other applicable laws and regulations.

### **PATIENT INVOICING CUSTOMER SERVICE**

When we're dealing with your patients, we want to speak to them as you would. All Digitech staff who interact with patients are comprehensively trained in best practices guided by HIPAA; OIG Waste, Fraud, and Abuse rules; the HITECH Breach Notification rules; Red Flag Identity Theft rules; local, state, and federal laws and regulations; and compassionate care principles for patient privacy and patient rights.

### **REMITTANCE PROCESSING**

Remittances are received and processed through a bank lockbox. A lockbox facilitates the payment process in the following ways:

- + All payments will be immediately credited to your account. Digitech will never have control over your cash.

- + All payments will be immediately credited to the patient's account.
- + The bank will image all documentation so that both parties can view payment details at any time.
- + The lockbox simplifies the process of reconciling deposits. Once a payment is received, often in the form of an Explanation of Benefits, funds are immediately posted to your account. Cash is reconciled every day. We never have unapplied accounts.

#### **PREFERRED METHOD FOR CREDIT CARD PROCESSING**

Our preferred payment method for credit card payments is to connect our payment portal to the clients' credit card merchant processor. Patients access their account information through our secure and convenient on-line interface. Through our portal, patients can provide insurance or demographic information and review the status of their account. Credit and debit card payments, including payments via health saving account and flexible savings cards, can also be made through Portal's 256-bit SSL self-service payment interface. All credit card transactions processed for you will be handled in compliance with Payment Card Industry Data Security Standard (PCI DSS) regulations. Patient invoices also provide a mailing address for those clients who wish to pay by check.

#### **PAYMENT VIA PAPER CHECK**

- + Paper checks are received in a PDF format with the scanned check followed by the EOB.
- + Each paid claim is pulled into Digitech's general posting function using the invoice number included with the payment.
- + The payment is posted by procedure code for insurance.
- + If the insurance carrier provides 835 Electronic Remittance Advice files, the payment is posted using the 835.
- + If there is no 835-remittance available, the payment is posted in general posting.
- + Any remaining balance after receipt of payment from insurance providers will be appealed or crossed over to the next payer, depending on the contract the City may have with the payer or the specific type of insurance plan.

#### **PAYMENT VIA ELECTRONIC FUNDS TRANSFER**

- + Electronic funds transfer payments are sent to Digitech by the client or made available to us via login to your lockbox.

- + All electronic funds transfer payments are posted via 835 ERA files.
- + Each deposit date is balanced using a spreadsheet listing out the totals for the lockbox deposit and each carrier that pays via electronic funds transfer.
- + Any amount that is not posted by Digitech is shown on the remittance spreadsheet as Non-Digitech Cash.
- + Each day's report will show total amounts for both Digitech and Non-Digitech payments arranged by payment source (lockbox or electronic funds transfer).

### **TRANSITIONAL SERVICES**

Digitech understands that a new contract resulting from this RFP may include transition-related tasks. Many such tasks will be handled through our implementation process, which is covered in the Additional Information section later in this proposal.

We have partnered with clients to transition from a prior vendor to Digitech hundreds of times. Our recommendation is to hold ePCRs as of the termination notification date, and when our contract with Nassau is fully executed, we will begin billing these clean claims upon go-live.

### **LEGACY BILLING**

Digitech will bill and collect any previously billed accounts with positive balances that exist at the time of contract execution, provided the associated dates of service are within twelve (12) months prior to the contract execution date. Digitech will also make best efforts to bill and collect on accounts with positive balances with an associated date of service that is more than twelve (12) months from the date of contract execution. Digitech shall not bill accounts with positive balances dated prior to September 2024.

### **REFUNDS**

Refunds can result from accidental overpayments, an invoice that was sent before a prior payment was received, or in some cases, an insurance carrier may reprocess a claim and make payment after a successful appeal but the patient has already paid the balance.

Using a dedicated application, Digitech's Refunds Department reviews claims that show overpayments. They check to ensure all payments are applied in the correct amount to the correct account. Refund processing clerks will verify whether a refund is due to a payer or to a patient.

We compile all refunds monthly for each client and send a PDF for review that includes EOBs and all documentation related to the payments and pending refunds. EOBs are redacted if multiple claims were paid on the same EOB so that other patients' privacy is

protected

Once the client has reviewed the refund documentation, they will send refund checks to the appropriate parties and notify Digitech of the completed refunds so that the patient record can be updated.

Ambulance Commander's audit trail provides complete details of all processing for every claim and for any associated refunds. In addition, a monthly report of all refunds will be prepared for each client.

### **RETURNED CHECKS**

Digitech will follow established Department policies for check payments returned for insufficient funds.

### **RETURNED MAIL**

Before we mail an invoice, Digitech uses various tools and resources to verify that the claim contains a valid and current mailing address. Despite all efforts to obtain and verify accurate addresses, mail is sometimes returned. All returned mail is processed daily, and Digitech takes responsibility for additional research and corrective actions. The following steps are taken when mail is returned:

- + Returned invoices are processed for another round of skip-tracing and address verification.
- + New invoices are generated and mailed whenever new information is obtained.

When an accurate address cannot be located, accounts are marked as uncollectible and prepared to be turned over to you or your collection agency in accordance with your protocols.

### **FINANCIAL HARDSHIP**

During the implementation phase of the contract, we will work with Nassau to understand all aspects of your charity policies and compassionate care procedures. We will adhere to all special requests your agency would like us to undertake with respect to its patients - including payment plans, hardship accounts, and the development of customized policies and forms.

- + Establishment of Payment Plans. Based on Nassau guidelines, Digitech will implement payment plans for self-pay patients that qualify. Digitech will negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed, subject to such policy guidelines as the Nassau may establish.

+ Financial Hardship Adjustments. Digitech will make hardship adjustments for those individuals who qualify based on the guidelines established by Nassau during the implementation phase of the contract.

Digitech will not adjust any billed amount without the prior approval of the County.

### **RESOLVING COMPLAINTS AND SERVICE ISSUES**

Digitech's Service Escalation Tracking System will log any service issue that requires escalation and enable your administrators to track these issues through to resolution. Digitech will make every attempt to immediately resolve client or patient questions, issues, and queries during the initial phone call or interaction with your clients and patients. All questions received by telephone are logged to the patient record, which includes details of all conversations, issues, and proposed resolutions.

Digitech strives to resolve issues and verify resolutions in writing within one business day whenever possible, based on the nature of the problem, and will make all associated records available to you. Concerns regarding the actions of Digitech staff are also logged to the employee's personnel file, addressed through training where possible, and through disciplinary action when necessary.

The escalation path for service issues is from the collection or billing specialist through the Department Area Supervisor to the Chief Revenue Officer. Issues and comments received by Digitech will be brought to the attention of your senior executives through your Digitech account manager or through the Chief Revenue Officer of Billing Services when they are of a degree of urgency that requires the involvement of senior management.

All actions, notes, and contacts will be entered into the complaint tracking system.

### **BILLING COMPLAINTS**

If Nassau has a billing complaint outside of the process described above, we recommend the County first contact your single point of contact, your Client Relations Manager. Along with handling billing escalations, your Client Relations Manager can meet with you as part of the Digitech-Nassau partnership. Typical topics for the meeting include resolving billing complaints, proactively monitoring account performance, review reports, review account activity, training coordination, fee analysis, and any topics Nassau finds important. In addition, you can meet with the Client Relations Manager online at any time.

### **CREDIT CARD PAYMENTS**

Your credit card merchant processor can be connected to our payment portal for patients to make credit card payments. Digitech will be responsible for processing and/or merchant

fees. Credit card payments made through our customer portal's 256-bit SSL self-service payment interface are handled in compliance with PCI DSS regulations.

#### **COLLECTION ACCOUNTS**

Patient accounts that remain unpaid after 120 calendar days will be sent to collections in accordance with applicable County policies.

#### **ETHICAL STANDARDS**

Digitech is committed to the highest ethical standards. We prioritize staying ahead of regulatory requirements and changes, as well as maintaining the resources we need to integrate compliance within our billing and collection activities, training, and quality management programs.

Our compliance plans and collections policies adhere fully to all local, state, and federal laws and regulations regarding collections, financial transactions, privacy, and "standards of reasonable care" for information handling, management, and destruction. This includes full compliance with Fair Debt Collection Practices Act, Fair and Accurate Credit Transactions Act, Fair Credit Reporting Act, Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Acts and Children's On-Line Privacy Protection Act.

## **4. CUSTOMER SERVICE VIA TELEPHONE AND WEBSITE**

### **TELEPHONE AND WEBSITE SUPPORT**

While performing services on your behalf, Digitech commits to the highest level of professionalism in patient interactions. We provide clients a toll-free telephone number for customer service and patient inquiries. We have bilingual (English and Spanish) staff onsite in customer service positions during our normal business hours of 8am - 6pm ET and utilize translation services for other languages as necessary.

After-hours calls are directed to our user-friendly voicemail service that allows patients to leave information for follow-up by our Customer Service Representatives. Calls are returned to patients the next business day. On weekends and holidays, patient voicemail and email communications are checked at least once per day.

In customer service as in all our operations, Digitech is committed to the highest ethical standards. Our CS Rs are experts at dealing with patient issues and are well trained and knowledgeable in EMS billing practices and procedures. Your calls will be answered with a custom greeting such as, "Nassau County EMS" and patients are counseled through every

step of the payment process. Patients in need will be guided to alternative financial resources that may be available. We believe it is important to provide this personalized attention to help your patients identify their options.

Digitech personnel will ensure that all patient interactions are professional and friendly. Sensitivity to your organization's reputation is our foremost consideration. We pride ourselves on our exceptional customer service. We invite you to contact any of our clients to ask how they feel about the way we handle their patients.

#### QUICK PHONE FACTS

- + Our phone system uses dedicated toll-free numbers for each client.
- + All calls are answered with a greeting approved by the client.
- + Customer service hours are 8:00 AM to 6:00 PM Eastern.
- + In a typical month, 94% of calls are answered within 90 seconds.
- + Downtime over the life of the system has been less than .1%.

Our experience over the years has shown us that those who can pay usually do. We follow compassionate billing practices and treat every patient with kindness and respect with an eye toward helping the patient meet their financial obligation. This includes suggesting community and state-based organizations to help the patient pay, establishing payment plans if acceptable to the client, and managing charity programs for our client.

Digitech will answer questions from patients and attempt to resolve problems during the first call. Employees are proficient in English, and bilingual (English and Spanish) staff onsite in customer service positions during our normal business hours of 8am - 6pm ET. We will utilize translation services for other languages as necessary.

Digitech will establish a database to document all calls to the inquiry line, and will track all problems, inquiries, and resolutions. Reports are available on a monthly basis and can be sorted to your specifications.

Digitech's Customer Service Representatives will document all calls within the Ambulance Commander system. Support Center reports are available on a monthly basis and can be sorted to your specifications.

Digitech will endeavor to receive calls within 1 minute.

The County's patients will have access to our Portal. Our Portal solution provides secure and convenient online access to their accounts. Your patients will access Portal through a

custom URL specifically for your agency, which will be printed on every invoice. Alternatively, patients can login through our corporate website with their invoice number.

Through Portal, patients can update their demographic information, provide insurance information, review the status of their accounts, and take patient surveys. Portal also offers a self-service payment interface for patients to make credit and debit card payments. Transactions processed through Portal are handled in compliance with PCI DSS regulations.

#### **DIGITECH SUPPORT TO COUNTY**

Because emergency service providers are always on the job, Digitech's support team is on call around the clock for you. During our normal business hours of 8am - 6pm ET, Monday through Friday, our support team is available to respond to any questions that you may have.

Outside of business hours, you can reach the Digitech team by phone to handle any urgent technical needs. Senior Management provides direct contact information to our clients, including personal mobile numbers, to enable the escalation of any issue to the highest levels of attention that may be required.

Digittech employees can be contacted using electronic mail.

Digittech agrees to assist the County to establish links to County web properties.

## **5. COMPUTER HARDWARE AND SOFTWARE**

### **REAL-TIME ACCESS**

All authorized personnel will have 24/7 real-time access to the Ambulance Commander billing platform where real time and processing partial payments and adjustments can be added to the patient's account.

Real-time reporting features will enable you to keep an up-to-date picture of financial and operational statistics. The County can track the big picture with summarized totals or drill down to the individual patient, claim, or transaction level whenever desired.

### **AUDIT TRAIL IN AMBULANCE COMMANDER**

All data change details and system events are tracked by our platform's audit trail, including data entry, record modification, and billing events. Integrity of this audit trail is vital to the platform for support, research, and compliance. Ambulance Commander users can in no way manufacture or edit audit trail records from within the platform and can only access audit trail data through read-only interfaces.

The County can access the Ambulance Commander system for any monitoring and auditing purposes. Clients have the right to audit our systems in a manner consistent with generally accepted accounting practices.

You'll find reporting tools in all our solutions. Ambulance Commander's report generators let you sort, filter, and run reports that you create based on tens of thousands of possible combinations of fields and criteria. This functionality gives you the ability to print virtually any report imaginable.

We will also provide all the reports you request. During implementation and throughout our partnership, we will discuss the parameters of each report with you so that we understand exactly what you need. All reports can be printed or downloaded in a variety of formats, including Excel, Word, XML, or PDF.

In addition to the monthly operational and financial reporting packages we provide, you will be armed with our Dashboard and PCR Lens solutions, giving you powerful self-service reporting capability.

#### **OPERATIONAL & FINANCIAL REPORTING & ANALYSIS SOLUTION**

Digitech's Dashboard brings your operational and financial data into an easy-to-use interface that will enable your managers, administrators, and business analysts to get a real-time picture of any aspect of your operations. Dashboard's intuitive user interface provides a set of advanced reporting and analysis tools that will help your organization stay on top of the game and ahead of the curve.

The basic setup of Dashboard contains several pre-defined views and layouts displaying critical operational metrics, including a set of Key Performance Indicators validated the premier EMS law firm. In addition to these default options, Dashboard is also highly customizable, allowing users to configure and save personal views, so you'll see exactly what you need to know when you need to know it.

#### **FIELD DATA QUALITY MONITORING & REPORTING SOLUTION**

PCR Lens is our data quality reporting solution. It aggregates the pre-hospital data from your agency's EMS responses as they come to Digitech as Patient Care Reports. PCR Lens then displays the data in an interactive user interface. Here, you're able to create your own views and filters, making it easy to pinpoint problems, push training and re-education where it's needed, and identify high-performing individuals and crews.

With PCR Lens, you can also compare your agency's pre-hospital data as it comes to us through the ePCR with that same data after we've run it through Ambulance Commander. We perform error-scrubbing and match information against national demographic

databases. Then our certified ambulance coders review and edit data during the creation of the claim.

The initial data collected in the field can be compared with the same data after these Digitech processes take place. Chiefs, EMS Directors, and QA/QI Administrators can quickly and accurately analyze the data collected by your medics and compare their efforts to peers, other shifts, other stations, and even other EMS organizations.

PCR Lens helps you make sense of the mountains of data collected by your medics and push improvements in efficiency, better patient care and outcomes, and increased revenue for the department.

### **AD HOC REPORTS**

If you have specialized reporting requirements that are not already provided or cannot be created through our report generators, we will customize a reasonable number of ad hoc reports needed at no cost, often within 24 hours of your request. You will have access to the reporting experts on our staff, including Max Dekle, our Data Analytics Specialist, and Mitch Holder, our Vice President of Analytics. We will make sure you have all the reporting tools necessary to effectively monitor and analyze your data.

The provided hardware and software will have the capability of transmitting ePCR information electronically to Digitech from the Emergency Ambulance Bureau.

The hardware and software that will be delivered through this contract will meet NYSDoH requirements and will enable completion of ePCRs in the field.

Only those employees of the Contractor specifically assigned to perform billing and debt collection services for the Bureau may be allowed access to the database of Bureau records. Individual log in and passwords are required. Each user of the database will have unique user credentials.

### **SECURITY MECHANISMS**

Only those employees of the Contractor specifically assigned to perform billing and debt collection services for the Bureau may be allowed access to the database of Bureau records. Individual log in and passwords are required. Each user of the database will have unique user credentials.

Logical security mechanisms supply the system administrator with the tools necessary to implement the information security access policy. These mechanisms consist of user authentication, password controls, access privileges, and operating system controls.

Access rights to Digitech's networks and applications are granted in accordance with job-related needs and follow documented processes.

These measures enable our IT department to defend critical systems against integrity attacks and protect information from accidental or unauthorized modification, disclosure, or destruction, and alert the system administrator to the possibility of such activity.

### **ACCESS CONTROLS**

Access to all functions of our billing platform is controlled through a tiered system of defined user access levels. Digitech employees and vendors are assigned both a unique network user ID and password. Quarterly access reviews are scheduled to ensure proper access for all employees and vendors

Employees of the Bureau, authorized in writing by the Police Department, will also be given IDs and passwords that allow authorized inquiry access to the Contractor's database of patient accounts. The ability to edit database information will also be restricted to individuals designated by the Contractor and the Bureau and approved by the Bureau. Such access will be restricted using the same system of IDs and passwords described above. Data may be purged from live information system and stored on CD-ROM based on age as determined by the County.

The Bureau provides daily operational maintenance and support of all EPCR equipment through its Billing Department's Technical Support Team. The Contractor shall supply approved mobile electronic devices of the Bureau's choosing for collection of EPCR data. It shall be the responsibility of the Contractor to replace any mobile electronic device that is determined to be irreparable by the Billing Department's Technical Support Team. This shall be done within 30 days of such request. Additional items, as outlined below, are either currently in use and supplied by the Contractor, or reflect minimum requirements of the new Contractor. All elements are necessary for operational efficiency. Digitech will supply the mobile electronic devices and we agree to the 30 day requirement if a new system is determined to be irreparable.

Hardware and software provided to the County under the terms of this contract will enable linkage of radios and cardiac monitors to the ePCR system.

Integration of CAD and ePCR systems will be provided by ESQ. Digitech is providing ESQ software as part of this proposal.

### **HARDWARE**

Digitech has extensive experience providing hardware to meet our clients' contractual needs. We are happy to offer you consultation and guidance regarding current best

practices and the latest developments in hardware for mobile data terminals and hand-held data collection devices. The goal of delivering hardware and connectivity solutions that integrate seamlessly with your existing infrastructure and systems. We can procure and configure electronic tablets with wireless capabilities as specified in your RFP and will work with you to create a hardware solution that meets both your needs and budget.

### **DEVICE SPECIFICATIONS**

- + Sixty-five (65) G2 Tough books: BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1 WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Contactless Smartcard, Barcode, Standard Battery, Bridge Battery, TPM 2.0, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ- SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10- Field Engineering Support
- + Sixty-Five (65) Keyboards for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A, USB-C, Kensington Lock
- + Sixty-Five (65) Absolute Resilience licenses -36 Month Term - 1-249 Unit Volume - For State and Local Government
- + Sixty-Five (65) 3-Year Smart Battery Warranties With Smart Battery Monitoring Software For Windows Toughbooks Primary Battery
- + Sixty-five (65) Verizon cellular air cards for use with Toughbook devices
- + Sixty-five (65) Peripherals and Accessories:
  - Standard Battery for FZ-G2
  - Shoulder Strap for FZ-G2
  - Digitizer Stylus Pen for FZ-G2. 2-button (Right-click, erase). Waterproof, Meets I PSS
  - Tether for Digitizer Stylus Pen for FZ-G2
  - AC Adapter (110W) for CF-33, FZ-40, FZ-55, FZ-G2
  - Toughmate G2 Enhanced Rotating Hand Strap

The Contractor will supply five (5) laptop computers, of the Bureau's specifications, with air cards and associated software/subscriptions for use by EAB Billing Tech Support Team. The Contractor will provide up to 2 additional laptop computers, as

needed, in the event of expansion of the Bureau's Tech Support Team. The Contractor will provide for replacement of same, at the Bureau's discretion, after two (2) years.

- The Contractor will supply and support four (4) desktop computers and associated software and hardware of EAB's specifications for administrative use by EAB Billing Office.
  - Associated hardware will include, but not be limited to, 2 high speed scanners and 3 high speed printers. Specifications will be determined by the Bureau. The Contractor will provide for replacement of same, at the bureau's discretion, after two (2) years.

### **ESO SOFTWARE**

Digitech's Ambulance Commander is fully integrated with the industry's ePCR systems. We have built, tested, certified, and deployed many times over our standard ESO interface. The approach used by our teams for customization, installation, and training has been tested and proven extensively. We are confident of our ability to provide seamless integration with ESO.

### **SOFTWARE SPECIFICATIONS**

We will provide ESO EHR as follows:

- + ESO EHR
- + EHR CAD Integration
- + EHR Cardiac Monitor Integration
- + EHR Billing Interface
- + EHR Fax
- + Insight Add-On to HDE EMS Connection
- + ESO Software EHR Training Site
- + Antivirus software licenses as required by the Department

The Contractor will supply the County with a means to securely destroy any HIPPA related paperwork that is no longer needed to be kept on file. This will include an industrial grade shredder, which the contractor shall supply and maintain, and provision of a quarterly on-site commercial shredding service.

The Contractor will provide a Nassau County card for use toward subscriptions for all necessary operational software, CAD vendor fees, data storage programs, CAD vendor fees, and replacement hardware accessories and sundry items. If an EPCR/ data storage program is no longer available, the Contractor shall be responsible for downloading, acquiring or purchasing all records and processing them into an easily searchable database for all past patients that the Bureau will own and have unlimited access to.

The Contractor will provide paid subscriptions to all necessary anti-virus programs, necessary spyware programs, etc. as determined by the Bureau.

The Contractor will supply paid subscription and necessary support/hardware and supplies for Lightpath internet for EAB Billing Office.

Digitech will commit to maintaining a hardware contract for the computers that are under warranty.

Digitech agrees that all items specified reflect minimum requirements for daily operating of the Bureau's Billing Office and Electronic PCR program. All specifications are subject to revision at the Bureau's discretion prior to actual implementation of contract.

Digitech confirms that it has the ability to meet County network upgrades as necessary.

Software and equipment provided under this contract will be updated to maintain consistency with industry standards.

Digitech will coordinate with County and Police Department IT units to ensure compatibility with existing systems.

Digitech is committed to ensuring that our privacy and security policies, procedures, and training are up to date and effective in safeguarding the confidentiality, integrity, and availability of all protected health information received, maintained, and transmitted by our company. We will adjust our policies and procedures accordingly based on periodic reviews and evaluations of our privacy protection systems.

## **HIPAA COMPLIANCE**

Digitech is fully compliant with all applicable HIPAA requirements. We have implemented a comprehensive HIPAA compliance program that incorporates:

- + Membership in organizations that provide research and updates on current legal and best practice guidelines.
- + Incorporation of detailed compliance awareness and procedures within all training systems and at all levels. Training covers regulatory requirements as well as procedures and processes developed by Digitech, including electronic configurations, business rules, and communication rules to ensure compliance with all regulatory, privacy, and security requirements.
- + Automated tracking and monitoring systems including automated fraud indicator flags, compliance tracking, and intrusion detection and prevention.
- + Quality assurance programs that focus on daily compliance management and verification.
- + Comprehensive personnel screening and monitoring.
- + Comprehensive binding terms and conditions within contracts between Digitech and suppliers.
- + Outreach security and compliance assistance and training for both suppliers and customers.
- + Legal and compliance advisory services.

## **6. BUSINESS CONTINUITY AND DISASTER RECOVERY**

### **BUSINESS CONTINUITY AND DISASTER RECOVERY**

Our Disaster Recovery Plan provides a means to operate if we lose one, or any combination, of our core components for a period of greater than five business days. The worst-case scenario is a permanent loss of the Primary Processing Center. Processing interruptions such as power outages or inclement weather will usually not trigger implementation of the complete Disaster Recovery Plan. Such interruptions will not significantly affect our work schedule, as our remote work capability and backup generators make it possible for operations to continue in the event of a minor incident.

We have structural features that provide redundancy that allows for a flexible response to short-term interruptions as well as a more robust response in the event of a long-term or large-scale interruption. We have built redundancy into these critical areas.

- + Redundant Data Centers - including power considerations, air conditioning, fire suppression, and security
- + Redundant Processing Centers - facilities where billing personnel work
- + Failsafe Application Servers and Storage Systems - computers for data processing and storage
- + Data Backup Systems
- + Duplicate Communications Servers -necessary for outside users to access clients' data
- + Redundant internet connectivity and phone systems

Our Disaster Recovery Plan prepares assets required to recover from catastrophes quickly, so that clients experience no data loss or cash flow interruption. To meet that goal, we have implemented the following:

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

#### **TESTING, STAFFING, AND INVOKING THE DISASTER RECOVERY PLAN**

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

### **PRIMARY DATA CENTER RECOVERY**

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

### **SECONDARY DATA CENTER RECOVERY**

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

To ensure the integrity of our backup system, our IT staff performs daily backup log review and monthly data restore tests. Daily backup log \_documentation and monthly restore tests are documented and validated as part of our SOC 1 Type 2 auditing process. As a result, you can have the confidence that your data is completely protected and easily recoverable in the event of data loss or disaster.

### **PROCESSING CENTER REDUNDANCY**

Processing centers are the physical locations where the servers and applicable hardware are located. Digitech's processing center features the following:

- + A diesel generator hook-up capable of accepting a mobile diesel generator in the event of a long-term power outage
- + Ample POTS (Plain Old Telephone Service) lines in case the fiber phone or VOiP system goes down
- + Redundant internet connectivity: the main internet connection is a T2 broadband through Lightpath, and the secondary connection is through cable

### **PROCESSING RESILIENCE**

Because Digitech was already prepared to support remote workers prior to the pandemic, we were able to shift to a fully remote workforce in 2020 with no diminution of capability and no interruption to service or cash flow for any of our clients. The shift has also enabled us to take advantage of a much wider pool of qualified candidates to staff our service lines. Working from home, our billers process claims, make outgoing phone calls to insurance companies and other payers, post cash, and handle incoming calls from patients.

Home-based employees are pre-certified to work from home, and their home offices have been confirmed by Digitech to have the required resources.

#### **PHONE SYSTEM REDUNDANCY**

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

The Primary Processing Center is equipped with a T1 based Vol P phone system through one of the major carriers. The Primary Processing Center is equipped with at least ten POTS lines. The system is designed so that lines can easily be forwarded to a phone system in the Secondary Processing Center. All equipment necessary to accept call forwarded lines from the Primary Processing Center will be available at the Secondary Processing Center, and ample cellular telephones will always be available if cellular is the only means of communications.

#### **DATA BACKUP AND ARCHIVE**

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

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

#### **MONITORING AND MAINTENANCE**

A critical piece of our proactive system security and network maintenance approach is our NOC (Network Operating Center) which offers sophisticated monitoring tools that scan all servers and report issues via automated email alerts. Our IT staff is available 24/7 and, as

part of their day-to-day activities, they maintain our centralized virus protection system, perform necessary server and workstation patching, respond to automated alerts provided by the NOC, and provide help desk support to monitor and test the back-up system. Tasks we perform on a regular basis (annually or quarterly depending upon tasks) as part of our preventive maintenance program include the following:

- + Annual vulnerability scans
- + Complete network access review
- + Firewall review
- + CRAC maintenance
- + Fire suppression preventive maintenance and testing
- + Fire alarm systems maintenance and testing
- + UPS battery backups preventive maintenance and testing
- + HVAC air conditioning preventive maintenance and testing

## **7. DIGITECH PERSONNEL QUALIFICATIONS AND TRAINING**

### **ORGANIZATIONAL STRUCTURE AND STAFFING**

Digitech employs a flexible staffing model through which each payer group is handled by a team of Digitech staffers specializing in that area. For instance, Medicare claims from multiple clients are managed and processed by our team of Medicare specialists. Under this model, experienced staff works alongside newer staff members, so that all clients have the benefit of our most experienced coders and billers working their claims.

This approach ensures claims processing will proceed without interruption due to vacations or unforeseen absences. All billing staff are cross trained to enable employees to be temporarily reassigned should a particular processing group require additional resources to manage a spike in volume.

Digitech's flexible staffing policy is designed specifically to counteract any potential interruption of service caused by staff turnover, vacations, illnesses, personnel changes,

and time off by ensuring that competent and experienced staff members are always assigned to each aspect of the billing process. The policy also provides a means to mentor new employees by having them work side-by-side with senior staff and ensures that temporary increases in volume in any area are handled without delay by moving staff members into that area until any backlog is cleared.

### **CODING STAFF**

Digitech's Coders are certified and trained in the International Classification of Diseases and common procedural codes. All staff members at Digitech who are responsible for coding claims are continuously monitored and evaluated to ensure that professional coding practices are maintained.

Digitech's Quality Assurance Team is made up of experienced professionals who are dedicated to EMS only. They review ePCR records for content, level of service, and mileage as part of the coding and quality assurance processes. In addition, Digitech reviews claims for medical necessity, reasonableness, HCPCS coding, modifier selection, mileage billing, signature compliance, and other coverage issues.

### **INTERNAL COMPLIANCE TRAINING AND EDUCATION**

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

### **BILLING STAFF TRAINING**

Digitech's training includes the requirements governing Medicare billing for a government agency, including Medicare/Medicaid requirements relating to documentation, medical necessity, assignment of diagnostic and procedural codes, and preparation and submission of claims.

As mentioned above, in the billing and coding departments, all new staffers are trained in their specific roles alongside experienced staff, so that all clients have the benefit of our most experienced coders and billers working their claims. Billing staff members are cross trained. An annual refresher course is provided. This annual course reviews and updates

billing and compliance procedures. Digitech agrees to provide training for up to six (6) County employees.

The Contractor will not utilize any personnel for the provision of services that is listed by a Federal Agency as suspended, debarred, excluded or otherwise ineligible for Federal program participation.

All Digitech employees have had background checks. As a condition of employment, all personnel have undergone comprehensive reference checks as well as State and Federal criminal records checks to ensure everyone's integrity and character to the best of our capability.

In addition, all employees are screened against the E-Verify national database, the Office of the Inspector General List of Excluded Persons, the Excluded Parties List System, and the New York State Office of the Medicaid Inspector General Restricted and Excluded Individuals List.

We require all Digitech employees to complete and pass our internal billing and compliance training program annually.

Within fourteen (14) days of the date of execution of the contract by the County the Proposer will provide a listing of personnel to the Bureau who will staff the project. The Bureau reserves the right to reject any Proposer personnel that the Bureau considers unqualified to perform the required services or that is found to be listed by a Federal Agency as suspended, debarred, excluded or otherwise ineligible for Federal program participation. The Proposer will provide written notice to the Bureau within five (5) business days of any staffing change. The Proposer will provide a continuous and updated listing of all employees providing services to the Bureau. Any person that is considered inadequate to perform the services will be removed by Digitech from the account.

## **8. DIGITECH'S IMPLEMENTATION PROCESS**

Digitech's time-tested implementation plan is the foundation for an efficient transition and our successful partnership. We use our technology to ensure a well-organized, speedy roll out of services with no interruption in cash flow to your organization.

At the outset of the project, we establish communications between Digitech project leaders and your project leaders. This includes meetings via web conference, detailed and documented implementation plan updates, email exchanges, and phone calls. Your active

participation is required to provide crucial information for registrations. We will also need your cooperation in authorizing Digitech to sign registration forms to meet the timeline.

All three phases of Implementation- Discovery, Installation and Configuration, and Testing and Acceptance - can be completed in 60 days or less.

1. Implementation begins at contract execution with the Discovery phase, guided by our New Client Checklist.
2. During the Installation and Configuration phase, we set up key components of the system and establish relationships with your stakeholders to ensure successful operations.
3. During Testing and Acceptance, we train your users and test all aspects of the Ambulance Commander setup to make sure it is working according to your requirements.

Once the Testing and Acceptance phase is complete, we reach the Go-Live milestone, and Digitech will begin billing and collection activities on your behalf. Details of each phase follow.

### **DISCOVERY PHASE**

Digittech's implementation process begins with the Discovery Phase, where we will work with you to complete our New Client Checklist (NCC). The NCC is a complete list of all the data we require to enroll your agency with processors, as well as identify and document business rules, rates, and special processes of your organization. We will provide all credentialing services necessary to ensure successful enrollment with all government and commercial payers.

Using this information gathered during the Discovery Phase, we complete a detailed written implementation plan to cover all the activities of the later phases, begin to set up the billing system, and enable our billing department to review the information required to establish the proper procedures to begin billing for you. We work closely with you to complete the NCC document quickly.

### **INSTALLATION AND CONFIGURATION PHASE**

Installation and Configuration begins with the installation of the Ambulance Commander platform and any customizations identified as a result of the NCC research. The process of tailoring, customizing, and refining our service is iterative and collaborative because we want to make sure that all elements will meet your needs. For example, we will work directly with your team to ensure that information systems, reporting formats, and information exchange processes are fully aligned with the requirements of the contract.

The design of the solution and specifications for integration of billing services, communications, and ePCR functions will be well documented prior to System Testing to support review and approval.

During this phase we complete initial setup tasks with external stakeholders, including processor registrations, hospital interfaces, and your systems. We also prepare customized patient correspondence.

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

### **TESTING AND ACCEPTANCE PHASE**

When all system components have been installed, tailored, and configured, we begin Testing and Acceptance. In this phase, we test all components and connections to ensure that they meet contract requirements and the data standards required by all stakeholders. During this time, we also conduct user training so that your team will have qualified testers to implement the final Acceptance Test. Digitech will develop a Test Plan jointly with you to ensure all contract requirements are met. We will use that plan during Acceptance Testing to guide testing and to evaluate results. We will work closely with you to manage any discrepancies uncovered in Acceptance Testing, correcting and retesting as needed. Upon successful completion of Acceptance Testing, we will achieve the Go-Live milestone, transitioning to live operations and full responsibility for your billing and collection from that point.

Digitech will provide you with training as needed to ensure efficient access and use of the Ambulance Commander platform. Training will be provided in a "Train-the-Trainer" format allowing you to instruct other staff on the system as needed. Once the training has been completed, you may identify a systems administrator who will have access to set up new employees with the appropriate permissions and security or change any employee's level of security at any time. This level of system control will enhance your data security by providing the specific level of access needed by employees who are utilizing the system.

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

Once Digitech has assumed responsibility for all aspects of the billing and collection process, we will begin the final implementation phase. While all systems will be fully tested and all processes thoroughly vetted prior to the Go-Live date, there can be unanticipated

issues that crop up, or opportunities to improve business processes that could not be foreseen without some actual experience with the system. Therefore, we use the period following Go-Live until the first full month's reporting is completed to monitor the system closely and jointly with you. Further system monitoring and process improvements will continue throughout the term of the contract.

Our solution allows Digitech to file 97% of claims within 48 hours of receipt of trip information, allowing you to realize maximum cash flow early in the collection cycle. We will deliver professional customer service while we maintain, support, and continually improve the overall processing service in accordance with your objectives and obtain the maximum financial results on your behalf. Working jointly, we can identify any bottlenecks and work together to reduce or eliminate them, achieving the levels of service and collection sought.

#### **NO CASH FLOW INTERRUPTION DURING IMPLEMENTATION**

Our goals during the implementation process are to minimize interruptions of your normal processes, minimize your resources required, and avoid any disruption to your cash flow. With careful planning, attention to detail, and clear communication, we will achieve these goals together. Beyond normal operating expenses, you will have no other known costs associated with implementation.

Cash flow often increases during the critical early months of our service to you. For example, during our implementation with Memphis Fire Rescue, cash flow increased during the first months of the contract because Digitech was processing claims in one to two days, while the prior vendor was taking up to 30 days to get claims out. With more cash flow, you can focus your resources on patient care and other operational priorities.

**EXHIBIT B  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between Service Provider (“Business Associate”) and the County of Nassau, on behalf of the Nassau County Police Department (“Covered Entity”). Business Associate and Covered Entity may be individually referred to as a “Party” and, collectively, the “Parties” in this Agreement. This Agreement shall be incorporated into and made part of the Underlying Agreement (as defined below).

**STATEMENT OF PURPOSE**

Pursuant to the Underlying Agreement, Business Associate provides services to Covered Entity and Covered Entity discloses certain information, including PHI (as defined below), to Business Associate. The purpose of this Agreement is to protect the privacy and provide for the security of such PHI in compliance with the Privacy Rule and Security Rule.

**SECTION 1: DEFINITIONS**

“**Electronic Protected Health Information**” or “**Electronic PHI**” will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

“**Privacy Rule**” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

“**Security Rule**” will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C

“**Underlying Agreement**” will mean the applicable written services agreement(s) between Covered Entity and Business Associate under which Covered Entity may disclose PHI to Business Associate.

**Capitalized Terms.** Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this Agreement by reference.

**SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done

by Covered Entity.

- 2.2 Permitted Uses of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 2.3 Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this Agreement), and that the person agrees to notify Business Associate of any instances in which it is aware that the confidentiality of the information has been breached.
- 2.4 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- 2.5 De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

### SECTION 3: OBLIGATIONS OF BUSINESS ASSOCIATE

- 3.1 Appropriate Safeguards. Business Associate will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Agreement. Except as expressly provided in the Underlying Agreement or this Agreement, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- 3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results

in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3 Business Associate's Agents. Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must obtain Covered Entity's approval prior to engaging a subcontractor to provide services pursuant to the Underlying Agreement on behalf of Covered Entity.

3.4 Access to PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

3.5 Amendment of PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity.

3.6 Documentation of Disclosures. Business Associate will document disclosures of PHI 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 PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. Business Associate will provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3.6 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by this Agreement.

3.10 Minimum Necessary. Business Associate will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

## SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Covered Entity will notify Business Associate fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity will make such notification to the extent that such limitation, restriction, or change may affect Business Associate's use or disclosure of PHI.

## SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Agreement will commence as of the Effective Date, and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at Covered Entity's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate.

5.3.2 If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this Agreement, Business Associate will: (a) extend the protections of this Agreement to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3.3 The respective rights and obligations of Business Associate under Section 5.3 of this Agreement will survive the termination of this Agreement and the Underlying Agreement.

## SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental

authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

#### **SECTION 7: COMPLIANCE WITH LAW**

Business Associate will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

#### **SECTION 8: AMENDMENT**

This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

#### **SECTION 9: GENERAL**

This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Neither Party will assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Covered Entity and Business Associate.

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

**Definitions:**

As used in this Appendix EE the term "**Executive Director**" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "**Subcontract**" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "**Subcontractor**" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term "**Best Efforts Checklist**" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "**County Contract**" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "**County Contractor**" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE "**Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises**" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

**Rule:**

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.
- g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:  
Walter C. Pickett II (Name)  
  
480 Bedford Road, Suite C-202, Chappaqua, NY 10514 (Address)  
  
(914) 741-1919 ext. 223 (Telephone Number)
  
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
  
3. In the past five years, Contractor \_\_\_\_\_ (HAS)  (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ (HAS)  (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

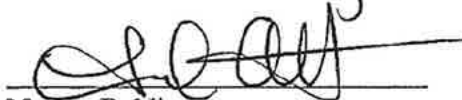
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/3/2020  
Dated

  
Signature of Chief Executive Officer

Walter C. Pickett II  
Name of Chief Executive Officer

Sworn to before me this  
3<sup>rd</sup> day of February, 2020

  
Notary Public

AMANDA COMPTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CO6382673  
Qualified in Westchester County  
My Commission Expires 10-29-2026

## EXHIBIT C

### Confidentiality Agreement

I \_\_\_\_\_ (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other \_\_\_\_\_ of the Contractor \_\_\_\_\_ (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to ambulance billing services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and

construed in accordance with the Laws of New York State.

---

(Individual's Signature)

---

(Individual's Printed Name)

---

(Entity for which Individual is an employee or agent)

---

(Date)

**Exhibit D**  
**Non-Disclosure Agreement (NDA)**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Nassau acting by and through its Department of Police ("Disclosing Party" or "County") and Digitech Computer LLC \_\_\_\_\_ ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number \_\_\_\_\_, for billing services ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

**Term.**

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

**Confidential Information.**

- (a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
- (b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
  - (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
  - (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
  - (iii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;
  - (iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
  - (v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

- (vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
- (viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

**Non-Disclosure**

- (a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.
- (b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.
- (c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

**Compliance with Laws**

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

**Exclusions**

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed

by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

#### Reporting

Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

#### Ownership

All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

#### Performance

- (a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.
- (b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

#### Assignment.


The Contractor shall not assign or subcontract its obligations under this NDA.

#### Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: Digitech Computer LLC

By:   
Name: Walter C. Pickett II  
Title: CEO  
Date: 2/3/2020

COUNTY OF NASSAU

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Nassau County Interim Finance Authority

**Contract Approval Request Form (As of January 1, 2015)**

**1. Vendor: Digitech Computer LLC**

**2. Amount requiring NIFA approval: \$1,200,000.00**

**Amount to be encumbered: \$1,200,000.00**

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term: to Three years from date of execution**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

This is a new contract for ambulance billing services for the Department's Emergency Ambulance Bureau. Services will include, but are not limited to, recording and transmission of pre-hospital care reports ("PCRs"), billing and fee collection services, customer services and monitoring of industry issues.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

**AUTHORIZATION**

**To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.**

CNOLAN

02/13/2026

**Authenticated User**

**Date**

---

**COMPTROLLER'S OFFICE**

**To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.**

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

**If this is a capital project:**

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

**Authenticated User**

**Date**

---

**NIFA**

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

---

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES  NO  If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Joyce Kerulo [JKERULO@DIGITECHCOMPUTER.COM]

Dated: 12/17/2025 03:54:43 pm

Vendor: Digitech Computer LLC

Title: CRO

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/06/2026

1) Proposer's Legal Name: Digitech Computer LLC

2) Address of Place of Business: 480 Bedford Road, Suite C-202

City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514

Country: US

Address: 480 Bedford Road, Building 600, 2nd Floor

City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities?  Rent  If other, please provide details:  
\_\_\_\_\_

4) Dun and Bradstreet number:                     

5) Federal I.D. Number:                     

6) The proposer is a: Other (Describe) LLC taxed as a Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?

YES  NO  If yes, please provide details:

8) Does this business control one or more other businesses?

YES  NO  If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES  NO  If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES  NO  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES  NO  If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

\_\_\_\_\_

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts of interest

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts of interest

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts of interest

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

Annual Compliance training for all employees

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

04/19/1984

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Please see attached.

1 File(s) uploaded: Response to ii and iii.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Please see attached.

1 File(s) uploaded: Response to ii and iii.pdf

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

575

- vi) Annual revenue of firm;

1777000

- vii) Summary of relevant accomplishments

Please see Cover Letter and affiliated proposal.

- viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: Certificate\_of\_Good\_Standing\_Digitech\_Apostilled\_11.2.211.pdf, Digitech LLC Certificate of Formation (3).PDF

- B. Indicate number of years in business.

41

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see proposal document.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Fire Department of New York  
Contact Person Carlos Ramos (Director)  
Address 9 Metrotech Center, Room #5E-3  
City Brooklyn State/Province/Territory NY  
Country US  
Telephone (718) 999-1265  
Fax # \_\_\_\_\_  
E-Mail Address carlos.ramos@fdny.nyc.gov

Company Wyckoff Heights Medical Center  
Contact Person Eric Cardamone (Director EMS Emergency Management)  
Address 374 Stockholm St  
City Brooklyn State/Province/Territory NY  
Country US  
Telephone (718) 302-8403  
Fax # \_\_\_\_\_  
E-Mail Address ecardamone@wyckoffhospital.org

Company Philadelphia Fire Department  
Contact Person Martin W. McCall (Deputy Commissioner EMS)  
Address 240 Spring Garden St  
City Philadelphia State/Province/Territory PA  
Country US  
Telephone (215) 685-4203  
Fax # \_\_\_\_\_  
E-Mail Address Martin.W.McCall@phila.gov

I, Jacqueline Herrera , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jacqueline Herrera , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Digitech Computer, LLC

Electronically signed and certified at the date and time indicated by:  
Jacqueline Herrera JHERRERA@DIGITECHCOMPUTER.COM

Sr Director, Client Relations  
Title

01/06/2026  
Date

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "DIGITECH COMPUTER LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MAY, A.D. 2019, AT 1:02 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

7420742 8100  
SR# 20193942166

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202834460  
Date: 05-15-19

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:02 PM 05/15/2019  
FILED 01:02 PM 05/15/2019  
SR 20193942166 - File Number 7420742

**CERTIFICATE OF FORMATION**  
**OF**  
**DIGITECH COMPUTER LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplements thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is: Digitech Computer LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Cogency Global Inc., 850 New Burton Road, Suite 201, Dover DE 19904.

Executed on May 15, 2019.

\_\_\_\_\_/s/ Benjamin Spira\_\_\_\_\_  
Benjamin Spira, Authorized Person

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

- + PC IV Executive Fund DGT, Inc., 480 Bedford Road, Chappaqua NY 10514
- + Twin Brook Equity Holdings, LLC, 111 South Wacker Drive, Chicago IL 60606
- + Mark Schiowitz Family Trust, 480 Bedford Road, Chappaqua NY 10514
- + Mark Schiowitz, 480 Bedford Road, Chappaqua NY 10514
- + Joyce Kerulo, 480 Bedford Road, Chappaqua NY 10514

iii) Name, address and position of all officers and directors of the company. If none, explain.

Digitech's corporate officers include:

- + Walt Pickett II, Chief Executive Officer
- + Andrew Sheils, Chief Operating Officer
- + Joyce Kerulo, Chief Revenue Officer
- + Ben Lambert, Chief Information Officer

**Address for all officers:** 480 Bedford Road, Chappaqua, NY 10514

# Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: *United States of America*

*This public document:*

2. *has been signed by Jeffrey W. Bullock*

3. *acting in the capacity of Secretary Of State Of Delaware*

4. *bears the seal/stamp of Office Of Secretary Of State*

## Certified

5. *at Dover, Delaware*

6. *second day of November, A.D. 2021*

7. *by Secretary of State, Delaware Department of State*

8. *No. 204576345*

9. Seal/Stamp:



10. Signature:

A handwritten signature in black ink, appearing to read "Jeffrey W. Bullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DIGITECH COMPUTER LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF NOVEMBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

7420742 8300

SR# 20213681345

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204576344

Date: 11-02-21

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Joyce Schiowitz  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Business Address: 480 B Bedford Road  
City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514  
Country: US  
Telephone: 914-239-4928  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other  
Description Chief Revenue Officer  
Start Date 11/01/2020

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

[Empty text box]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES  NO  If Yes, provide details.

[Empty text box]

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

[Empty text box]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES  NO  If Yes, provide details.

[Empty text box]

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

[Empty text box]

- 9.
- a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Joyce Kerulo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joyce Kerulo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joyce Kerulo JKERULO@DIGITECHCOMPUTER.COM

CRO

Title

12/17/2025 03:57:22 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Andrew Sheils  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: US

Business Address: 480 Bedford Road, Suite C-202  
 City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514  
 Country: US  
 Telephone: 9147411919

Other present address(es):  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: US  
 Telephone: [REDACTED]

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

Type Other  
 Description Chief Client Officer  
 Start Date 05/01/2025

3. Do you have an equity interest in the business submitting the questionnaire?  
 YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES  NO  If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES  NO  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.
- a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Andrew Sheils , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Andrew Sheils , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Andrew Sheils ASHEILS@DIGITECHCOMPUTER.COM

Chief Client Officer

Title

12/17/2025 03:47:13 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Benjamin Lambert  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 480 Bedford Road, Suite C-202  
City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514  
Country: US  
Telephone: 9147411919

Other present address(es): [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>11/30/2021</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other  
Description Chief Information Officer  
Start Date 11/20/2020

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

[Empty text box]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

[Empty text box]

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

[Empty text box]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [X] If Yes, provide details.

[Empty text box]

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

[Empty text box]

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

[Empty text box]

- 9.
- a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
  - f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Benjamin Lambert , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Benjamin Lambert , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Benjamin Lambert BLAMBERT@DIGITECHCOMPUTER.COM

Chief Information Officer

Title

12/14/2025 05:43:01 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Walt Pickett II  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 480 Bedford Road, Suite C-202  
City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514  
Country: US  
Telephone: 914-741-1919

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>04/01/2025</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.  
\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.  
\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES  NO  If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES  NO  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Walter C. Pickett II , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Walter C. Pickett II , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Walter C. Pickett II WPICKETT@DIGITECHCOMPUTER.COM

CEO  
Title

12/13/2025 02:44:06 pm  
Date



not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?  
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:  
Jacqueline Herrera [JHERRERA@DIGITECHCOMPUTER.COM]

Dated: 01/06/2026 11:23:42 am

Title: Sr Director Client Relations

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Name of Director	Member Address
Jeff Prestel, Chairman of the Board	[REDACTED]
Mark Dougherty	[REDACTED]
Matt Walter	[REDACTED]
Yuriy Prilutskiy	[REDACTED]
Rebecca Jin	[REDACTED]
Doug Shamon	[REDACTED]
Arthur Roselle	[REDACTED]
Scott Glass	[REDACTED]
Mark Schiowitz	480 Bedford Road, Chappaqua, NY 10514
Joyce Kerulo	480 Bedford Road, Chappaqua, NY 10514

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section. If none, explain.

- PC IV Executive Fund DGT, Inc., 480 Bedford Road, Chappaqua NY 10514
- Twin Brook Equity Holdings, LLC, 111 South Wacker Drive, Chicago IL 60606
- Mark Schiowitz Family Trust, 480 Bedford Road, Chappaqua NY 10514
- Mark Schiowitz, 480 Bedford Road, Chappaqua NY 10514
- Joyce Kerulo, 480 Bedford Road, Chappaqua NY 10514

**Digitech's corporate officers include:**

- Walt Pickett II, Chief Executive Officer
- Andrew Sheils, Chief Operating Officer
- Joyce Kerulo, Chief Revenue Officer
- Ben Lambert, Chief Information Officer

**Address for all officers:** 480 Bedford Road, Chappaqua, NY 10514



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Digitech Computer LLC
5000 Bradenton Avenue
Dublin, OH 43017
1b. Business Telephone Number of Insured
(614) 760-5000
1c. Federal Employer Identification Number of Insured or Social Security Number

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Nassau
Office of Purchasing
240 Old County Road
Mineola, NY 11501
3a. Name of Insurance Carrier
Sun Life and Health Insurance Company (U.S.)
3b. Policy Number of Entity Listed in Box "1a"
3c. Policy effective period
01/01/2026 to 12/31/2026

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01/09/2025 By Amy Yates
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-247-6875 Name and Title Amy Yates Client Services Support

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.





**TRAVELERS**   
Document Management  
CSS  
300 Windsor Street  
Hartford, CT 06120

County of Nassau  
Office of Purchasing  
240 Old County Road  
Mineola, NY 11501



<p>1a. Legal Name &amp; Address of Insured (use street address only)  Digitech Computer LLC  5000 Bradenton Avenue  Dublin, OH 43017</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured  914-741-1919</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number  ██████████</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  County of Nassau  Office of Purchasing  240 Old County Road  Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier  TRAVELERS CASUALTY AND SURETY COMPANY</p> <p>3b. Policy Number of entity listed in box "1a"  ██████████</p> <p>3c. Policy effective period  12/01/2025 to 12/01/2026</p> <p>3d. The Proprietor, Partners or Executive Officer are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Bessie Fletcher (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Bessie Fletcher (Signature) 01/22/2026 (Date)

Title: Sr. Customer Service Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4812

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Jacqueline Herrera state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Digitech Computer LLC

Vendor's Address: 480 Bedford Road, Suite C-202 Chappaqua NY US 10514

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form: 12/17/2025 03:54:43 pm

Lobbyist Registration and Disclosure Form:

No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 01/06/2026 11:20:45 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 01/06/2026 11:23:42 am

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

No principal questionnaires have been selected.

I,           Jacqueline Herrera           hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Jacqueline Herrera JHERRERA@DIGITECHCOMPUTER.COM

*Name*

Senior Director

*Title*

Digitech Computer LLC

*Name of Submitting Entity*

01/06/2026 11:31:22 am

*Date*