

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

Cm1795

CONTRACTOR INFORMATION

Name: Tri Tech Emergency Medical Systems Inc

Address: P.O. Box 276 Decorah, IOWA 52101
City State Zip

Contractor's Administrator Name: _____ Title: _____

Tel#: 563-387-3191 Fax#: _____ Email: _____

11 OCT 12 PM 3:02

CONTRACT MANAGEMENT OFFICE

CONTRACT INFORMATION

Contract Name: Software Support contract from 0923/2011 - 0922/2012

Contract Value: 5,940.69

Brief Description: To provide software support and updates.

Contract Dates: From 09/23/2011 to 09/22/2012 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 10/13/11 2011/2012 01262526-546020
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 10/11/11
Contract Management Date
3. [Signature] 10/12/11
County Attorney (approved as to form only) Date
4. [Signature] 10-13-11
Office of Management & Budget Date

2011 OCT 11 AM 10:11

RECEIVED CONTRACT MANAGEMENT

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 10/14/11 Date
Ted Selby, County Manager

2011 OCT 14 PM 3:37

RECEIVED CONTRACT MANAGEMENT

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: Tri Tech Emergency Billing Systems Department: Information Technology

Address: P.O. Box 276, Decorah, IA 52101

Department Head Signature

Phone: 563-387-3191

Date: 08/09/2011

Contact Name: _____

Account: FL010 Cost: 5,940.69

Description of Commodity:

Software Support and maintenance for Ambulance Billing Software

Check one (1) of the following two (2) choices:

Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

Purchase can only be obtained from original manufacturer-not available through distributors.

Only authorized area distributor of the original manufacturer.

Parts/Equipment are not interchangeable with similar parts of another manufacturer.

This is the only known source that will meet the specialized needs of this department or perform the intended function.

This source must be used to meet warranty or service maintenance requirements.

This source is required for standardization.

None of the above apply.

Comments/Explanations: (required)

Approval:

[Signature] 10/14/11
County Manager Date



TriTech Emergency Medical Systems Service Agreement for Technical Support **FLOIO**

This Technical Support Agreement ("Agreement") is dated as of September, 2011 by and between TriTech Emergency Medical Systems Inc. (hereinafter referred to as "TriTech"), a Delaware Corporation, with offices at P.O. Box 276, Decorah, Iowa ("TriTech") and Nassau County Board of County Commissioners with offices at 96135 Nassau Place, ("Customer").
Yulee, Fl 32097

I. Definitions

- a. The term "Program" shall have the meaning set forth in the Licensing Agreement.
- b. "Anniversary Date" shall refer to each anniversary of the Commencement Date.
- c. "Commencement Date" shall refer to the date the Program was delivered to Customer.
- d. "Licensing Agreement" shall mean the licensing agreement dated _____ between TriTech and Customer.
- e. "Initial Support Term" shall mean the 12-month period commencing on the Commencement Date.
- f. "Renewal Term" shall mean each 12-month period commencing on the expiration of the Initial Support Term.
- g. "Technical Support" shall mean those maintenance and technical services described in detail on Schedule A to this Agreement.
- h. "Support" when used without a modifier shall mean Technical Support.

II. Affirmation of Licensing Agreement

Customer hereby certifies that it has read, agrees with and hereby reaffirms each of the terms and conditions contained in the Licensing Agreement.

III. Technical Support

Subject to the terms and conditions contained herein, during the Initial Support Term and any applicable Renewal Term, TriTech shall provide to Customer the Technical Support described in Schedule A attached hereto. TriTech's obligations under this Section III with respect to a Renewal Term are contingent upon Customer's timely making the payments required by Section IV.1.

IV. Fees and Payment; Renewal of Technical Support

1. **Support Fees and Renewal.** Customer by purchasing a license to the Program has already paid for Technical Support for the Initial Support Term. Approximately 60 days prior to the expiration of the Initial Support Term, TriTech will invoice Customer for the upcoming Renewal Term, payable 12 months in advance. Customer may accept Technical Support for the upcoming Renewal Term by paying TriTech's invoice in U.S. Dollars. If Customer fails to pay such invoice prior to the commencement of the Renewal Term, TriTech may immediately, notwithstanding Section VI and without further notice to Customer, terminate and treat this Agreement as terminated.
2. **Taxes.** Support fees and other charges set forth in this Agreement include state and local taxes. In addition to the fees and charges due TriTech under this Agreement, Customer shall remain liable for and shall pay all other applicable taxes, including but not limited to federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Program, excluding taxes based on TriTech's income.



V. Warranties and Limitations of Liability

- Limited Performance Warranty.** TriTech warrants that it will use its reasonable best efforts to ensure that any Support it provides will be performed in a professional and workmanlike manner. TriTech agrees to use reasonable efforts to correct any error or defect in its provision of Support under this Agreement. The foregoing warranty and remedy do not expand or extend any limited warranties relating to the Program set forth in the relevant License Agreement. **THE PROVISIONS OF THIS SECTION SET FORTH THE ENTIRE LIABILITY OF TRITECH AND THE SOLE REMEDIES OF CUSTOMER WITH RESPECT TO TRITECH'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**
- Disclaimer of Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL, OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, THE CONDITION OF ANY PRODUCT OR SERVICES, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
- Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRITECH OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Additional Limitation of Liability.** IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE TECHNICAL SUPPORT PROVIDED UNDER THIS AGREEMENT DURING THE TERM IN WHICH THE CLAIM ARISES.

VI. Termination

Subject to Section IV, if either party defaults in performing any material obligations required under this Agreement, the non-defaulting party may give written notice of its intention to terminate this Agreement, describing in reasonable detail the default. If the defaulting party fails to remedy such material default within thirty (30) days following such written notice, the non-defaulting party may terminate this Agreement unless such default is not reasonably susceptible to cure within said thirty (30) day period, and the defaulting party has commenced action to cure such default and continues such action with due diligence until the default is cured. In such case, an extension of time to cure shall be at the mutual written agreement of the parties, consent to which shall not be unreasonably withheld by the non-defaulting party.



VII. General

- 1) **Entire Agreement.** This Agreement and the License Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may not be altered, modified, amended, changed, rescinded, or discharged in whole or in part, except by written agreement executed by both Customer and TriTech.
- 2) **Assignment.** This Agreement may not be assigned by Customer without the prior written consent from TriTech and any attempt to do so without TriTech's permission shall be void.
- 3) **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement (other than nonpayment of money or breach of confidentiality provisions) if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lock-outs or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.
- 4) **Governing Law.** The validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TriTech Emergency Medical Systems Inc.

By:

Print Name: Terri K. Barry

Title: Director of Operations, EMS

TriTech Emergency Medical Systems Inc.
P.O. Box 276
Decorah, Iowa 52101

Customer

By:

Print Name:

Title:

Customer
Site Address: 96135 Nassau Place
Yulee, FL 32097

Please help us provide the best support possible by answering these six questions:

- 1. Are you satisfied with the support that you receive from TriTech?
- 2. If you could make one change to TriTech support, what would it be?
- 3. Are you satisfied with your TriTech products?
- 4. Which modules do you have that you couldn't 'live' without?
- 5. How often do you visit the TriTech Support website?

- 6. What is your annual call volume?



Schedule A

This Schedule describes the terms and conditions relating to Technical Support that TriTech provide to Customer during the Initial Support Term and any Renewal Terms. The Technical Support Agreement described into this Schedule does not expand on or change the Program warranty provisions set forth in the License Agreement.

Product Updates:

Some TriTech products utilize underlying data that is sourced from third parties and is unique per customer. This data may have been provided with the program by TriTech, or may have been sourced independently. Updates or changes to this underlying data are not included in product updates. From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Program and incorporate them in a formal "Update" to the Program. If Customer is receiving Technical Support from TriTech on the general release date for an Update and is not in breach of the Technical Support Agreement, TriTech will provide the Customer with the Update and related documentation, both at no additional charge to the Customer for the update. The customer will be charged for shipping and handling if an update CD is requested and an alternative electronic download method is available.

Technical Support Services:

Telephone Assistance for Sweet-CAD, Sweet-Billing and Sweet-Field Data / Fusion ePCR.

Customer will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 8:00 a.m. and 5 p.m. U.S. Central Standard Time) on regular business days, excluding TriTech holidays, to consult with TriTech Technical Support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include communicating via pcAnywhere, modem, or a website collaboration tool.

Sweet-CAD Extended Support. Emergency after hours support is available and should be contacted outside of normal business hours when the dispatching of ambulances is being disrupted by a malfunction of CAD. After-hours support information will be provided to the Dispatch Supervisor at the time of training.

Web Site Support. Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to TriTech's most current information. Customer will need to enter its designated user name and password to gain access to the technical support areas on TriTech's Web site. TriTech's technical support areas allow Customer to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; (ii) access answers to frequently asked questions (FAQ); and (iii) access current program releases and documentation.

Software Problem Reporting. Customer may submit to TriTech requests identifying potential problems in the Program. Requests should be in writing and directed to TriTech by e-mail or FAX. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Customer of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.



Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any hardware or software product ("Nonqualified Products") other than the Program. If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's sole opinion, performance of Technical Support is made more difficult or impaired because of Nonqualified Products, TriTech shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render Technical Support under this Agreement. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Program. Underlying data used by the program, such as map data, is not considered part of the program. Changes or additions to the underlying data, whether this data was provided by TriTech or by another source, are not covered by this agreement. TriTech will charge time and materials for extra service at its current published rates for custom software services.

Customer Responsibilities:

In connection with TriTech's provision of Technical Support as described in this Exhibit, Customer acknowledges that Customer has the responsibility to do each of the following:

- 1) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 2) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Program;
- 3) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the Technical Support described in this Exhibit;
- 4) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 5) Maintain a procedure external to the Program for reconstruction of lost or altered files, data, programs to the extent deemed necessary by Customer;
- 6) At all times follow routine operator procedures as specified in the Documentation;
- 7) Remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Definitions of 45 C. F.R. § 160.103

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

- 1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- 2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (i) That identifies the individual; or



- (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate Assurance

In the event that TriTech is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, TriTech agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Service Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic



Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.