

AGREEMENT

25-0334-RFP

Ambulance Services Billing Software

This Agreement (the “agreement” or “contract”), is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and ZOLL Data Systems, Inc. whose primary address is 11802 Ridge Pkwy #400, Broomfield, CO, 80021 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Pinellas County Standard Terms & Conditions, attached as Exhibit A
 - b. ZOLL Terms - SaaS and Services, attached as Exhibit B
 - c. Insurance Requirements, attached as Exhibit C
 - d. Pricing Schedule: Order No. Q-96570, attached as Exhibit E.
 - e. HIPAA Business Associate Addendum, attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.
3. Solicitation Section 6 Exhibit D, titled Scope of Work/Specifications, and Contractor’s response thereto, shows the initial solicitation description. The parties agree that ZOLL Billing was broadly described in such document as of submission date and is continuously developed; nothing in such document shall be construed to require ZOLL Billing to remain static as of the date of such document.

B. Term

1. The initial term of this Agreement is for sixty (60) months from the Effective Date (the “Contract Term”). At the end of the initial term of this contract, this Agreement may be extended for two (2), additional twenty-four (24) month term, or such other renewal terms agreed to by the Parties.

A #25-0334-RFP
Title: Ambulance Services Billing Software

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C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to Exhibit F and the Agreement. County expenditures under the Agreement will not exceed \$5,306,538.49 for the Contract term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$1,501,310.75 within any given fiscal year without a written amendment to the Agreement. County acknowledges that ZOLL may in its discretion suspend providing services in excess of such amounts provided in this Section C until the County amends the Agreement to pay any additional fees required by the Adjustment-to-Fees section of Order No. Q-96570 and any Expenses.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

DocuSigned by:
Sandy King
D1D2A604C6944D5...

Print Name and Title: Sandy King

Director of Operational Accounting

Date: 10/29/2025 | 07:56 PDT

For County:

Signature:



Print Name and Title: Brian Scott, Chair

Date: November 18, 2025.



ATTEST: KEN BURKE, CLERK

By: 

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT

PINELLAS COUNTY TERMS & CONDITIONS

As Modified by The Parties for Contract: 25-0334-RFP Ambulance Services Billing Software

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AGREEMENT

1. DEFINITIONS

- A. **“Agreement”** means this Agreement between Pinellas County and ZOLL Data Systems, Inc., including this document, Exhibits A-F, all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term “Agreement” may be used interchangeably with the terms “Contract.” Order(s) may be executed by the Parties from time to time that are explicitly governed by, and subject to, this Agreement by reference to its title and date. For avoidance of doubt, CONTRACTOR provides RescueNet Billing software to Pinellas County under an existing agreement, which remains separate and distinct from this Agreement.
- B. **“CONTRACTOR”** has the same meaning as **“ZOLL”** and means the entity entering into the agreement with Pinellas County, and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer” in relation to any solicitation for goods or services.
- C. **“Confidential Records”** has the same meaning as **“Confidential Information,”** which has the meaning provided in the Order. Notwithstanding the foregoing, Confidential Information does not include information that:
 - (i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source which is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement.
- D. **“CONTRACTOR Personnel”** means all employees of CONTRACTOR, and all employees of subcontractors of CONTRACTOR, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“County”** or **“Pinellas County”** or **“Customer”** means Pinellas County, a governmental agency and subdivision of the State of Florida.
- F. **“Parties”** means Pinellas County and CONTRACTOR(s) entering into the Agreement and Order.
- G. **“Products”** means any products or goods provided pursuant to the Agreement and may be used interchangeably with the terms **“Materials”** or **“Goods”**. For clarification, CONTRACTOR will not provide any Products under the Agreement.
- H. **“Services”** has the meaning provided in the applicable Order.

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3. COMPLIANCE WITH APPLICABLE LAWS

A. **Compliance with Laws, Generally**

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and its provision to the COUNTY of all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

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B. Convicted Vendors

ZOLL represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether ZOLL has been placed on the convicted vendor list.

Discrimination & Discriminatory Vendors

ZOLL represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes.

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

C. Public Entities Crimes

CONTRACTOR is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to COUNTY that CONTRACTOR’s entry into this Agreement will not violate that Act. ZOLL represents that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. ZOLL represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with Customer on any of the grounds stated in Section 287.135, Florida Statutes. ZOLL represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes. list. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

D. Human Trafficking.

CONTRACTOR agrees to provide the affidavit required pursuant to Section 787.06, Florida Statutes, which provides in part as follows: “When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.”

4. Intentionally left blank

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6. Force Majeure

Each party’s failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected party that could not have been avoided by reasonable diligence.

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Such conditions may include, but are not limited to, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected party, strikes, acts of God, pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected party will immediately give notice to the other party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected party may terminate this Agreement without being in breach of this Agreement.

7. Indemnification And Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, TO THE EXTENT REQUIRED BY SECTION 768.28, FLORIDA STATUTES, THE PARTIES AGREE THAT CUSTOMER'S LIABILITY IS SUBJECT TO THE MONETARY LIMITATIONS AND DEFENSES IMPOSED BY SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY BY THE PARTIES, NOR SHALL ANYTHING HEREIN BE CONSTRUED AS CONSENT BY THE PARTIES TO BE SUED BY ANY THIRD PARTY FOR ANY CAUSE OR MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

To the extent Section 7 (Indemnification) and Section 9 (Limitation of Liability) of the ZOLL Terms are prohibited by Section 768.28 or any other Florida Statutes, they shall not apply. COUNTY agrees to be fully responsible for its own acts of negligence, and its agents' acts of negligence, when acting within the scope of their employment, and agrees to be liable for any damages proximately caused thereby; provided, however, that to the extent required by Section 768.28, Florida Statutes, the parties agree that the COUNTY's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement, nor shall anything herein be construed as consent by Customer to acceptance of liability for the actions or omissions of any individual, including a third-party agent or individual contractor, to the extent the COUNTY is prohibited from accepting liability under Section 768.28, Florida Statutes or any other Florida Statutes.

8. INSURANCE & CONDITIONS PRECEDENT

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within 10 days of the Effective Date, unless another date is expressly designated. No services will be performed by the CONTRACTOR and the COUNTY will not incur any obligations of any type until CONTRACTOR satisfies these conditions. Unless waived in writing by the COUNTY, in the event the CONTRACTOR fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void. Insurance requirements are attached as EXHIBIT D.

9. Intentionally left blank

AGREEMENT**10. MISCELLANEOUS****A. Advertising**

Notwithstanding terms and conditions related to Confidential Information, in Section 3.C (Non-Disclosure) of the ZOLL Terms, ZOLL may refer to Customer factually as a customer. With County's prior approval, ZOLL may use County's logo in such reference.

B. Amendment

The Agreement may not be amended or changed except by mutual written agreement signed by both of the Parties.

C. Assignment

Customer will not assign or transfer the Agreement or any Order, nor its interest, rights or responsibilities under the Agreement or any Order, except with written consent of ZOLL, which will not be unreasonably withheld. Any purported assignment in violation of this section will be null and void.

Upon any assignment or transfer of this Agreement by ZOLL, ZOLL will notify the County and will provide all information reasonably requested by County for their due diligence.

D. Due Authority

- E. By signing the Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms; and, (iv) no third-party rights or permissions are required but not secured in order for it to perform its obligations under the Agreement. Equal Opportunity & County Gift/Gratuity Policy.

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants and other agents honor this policy.

F. Execution in Counterparts.

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument. The Agreement may be signed and delivered electronically.

G. Governing Law & Venue

This Agreement and any associated purchases will be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the appropriate court located in or for Pinellas County, Florida. This choice of venue is mandatory. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

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H. Name Changes

The CONTRACTOR is responsible for immediately notifying the COUNTY of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

I. Non-Exclusive Agreement

Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion. For avoidance of doubt, minimum fees may be agreed upon pursuant to an Order.

J. Parties to the Agreement

Unless and except as expressly set forth in the Agreement, there are no third-party beneficiaries of the Agreement.

Project Monitoring

Project Monitoring - During the term of the Agreement for the delivery of Services, Contractor shall reasonably cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

K. Severability

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid, illegal, unenforceable, or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision and will be changed and interpreted by the court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and such holding will not affect the validity of the remaining portion thereof which will continue in full force and effect.

L. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right. Any waiver must be in writing and signed by the waiving party. For avoidance of doubt, requests for Service Credits under Section 4.C. (Service Credit) of the SaaS Addendum to the ZOLL Terms must comply with the Section 4.C. (Service Credit) process.

11. NOTICES

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

AGREEMENT**12. PAYMENT & FISCAL OBLIGATIONS****A. Fiscal Non-Funding**

CONTRACTOR acknowledges that the COUNTY is a governmental entity, and payments under the Agreement are based upon the availability of public funding under its authority. In the event the COUNTY fails to appropriate funds or make monies available, for the subsequent fiscal year covered by the term of this Agreement for the products and services to be provided, the COUNTY shall notify CONTRACTOR prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without further liability for such fiscal year payment and such termination shall not be a breach of this Agreement.

B. Invoices

Notwithstanding anything to the contrary in Section 10 (Payments) of the ZOLL Terms, Invoices (if applicable) must be submitted to the billing email address indicated below or through such other means as permitted by COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. COUNTY will notify CONTRACTOR in writing of a change in the billing email address.

Invoices must be emailed to:

FinanceAccountsPay@MyPinellasClerk.gov

Clerk of the Circuit Court and Comptroller

Attn: Finance Division, Accounts Payable

Invoices must be attached as a PDF, word processing document, or graphic image. Electronic external link redirects to download an invoice copy are unauthorized and will not be accepted.

To be considered a proper invoice, the following criteria must be included:

1. Ship to address and recipient:
 - a. Board of County Commissioners (Board), or
 - b. Clerk of the Circuit Court and Comptroller (Clerk); and
2. Reference the originating department that placed the order.
3. Vendor's information:
 - a. Legal name
 - b. Remit to name and address
 - c. Contact details, including email and phone number
4. Invoice numbering and naming:
 - a. Unique invoice number
 - b. Duplicate invoice numbers will not be accepted
 - c. "Invoice" on the face of the document
 - d. Statements, quotations, and estimates will not be accepted.
5. Purchase Order information:

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- a. Valid purchase order number
 - b. All costs of goods and services ordered
 - c. The total invoice must not exceed the amount authorized on the purchase order, or the COUNTY will be responsible for issuing an increased or additional purchase order
6. Dates:
- a. Invoice date
 - b. Service/delivery date (if applicable)
 - c. Due date per Agreement (default is 45 days after acceptance of valid invoice)
7. Descriptions:
- a. Detailed descriptions of goods or services provided
 - b. Item descriptions
 - c. Itemized costs
 - d. Quantities
 - e. Unit prices
 - f. Total amounts
 - g. Specify any applicable discounts or credits when available
8. No Sales or Use Tax:
- a. Exclude any sales or use taxes.
 - b. County shall furnish a valid Consumer's Certificate of Exemption Form DR-14.
9. Supporting Documentation, if applicable:
- a. Provide valid obligation to pay
 - b. Delivery receipts, timesheets, work orders, etc.

Goods or services must be delivered or rendered before receipt of invoice unless they meet an exception outlined in F.S. 215.422(15) - Advance Payments or F.S. 216.181(16) - General Appropriations Advances related to advance payments. Minimum quantities required by an Order will be deemed delivered.

C. Intentionally left blank**D. Taxes**

CONTRACTOR's fees exclude all taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any jurisdiction ("Taxes"). Customer is responsible for paying Taxes assessed in connection with its or its User's use of SaaS or Services. If ZOLL believes it is legally obligated to invoice Customer for Taxes, ZOLL will include any Taxes as a separate line item on an invoice unless Customer provides ZOLL with a current tax exemption certificate issued by the appropriate taxing authority.

ZOLL hereby acknowledges that the COUNTY is immune from taxation. The Florida State

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Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax Exemption Number is 59-6000800.

E. Travel Expenses

Notwithstanding anything to the contrary in Section 10(B) (Expenses) of the ZOLL Terms, no travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

13. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT**A. Audit**

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records as expressly required by Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for two (2) years following Contract completion. This provision does not entitle COUNTY to audit any records that are not required.

B. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

C. Cooperation with the Inspector General

CONTRACTOR will comply with applicable law with respect to cooperating with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement.

D. Public Records

The COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with all applicable public records laws as "contractor," specifically to:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall

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destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONTRACTOR acknowledges that because the COUNTY is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, that any of the COUNTY's obligations under the Agreement may be superseded by its obligations under any requirements of said laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

E. Intentionally left blank

14. TERMINATION

A. Termination for Cause. A Party may terminate an Order or the Agreement for cause if (I) the other Party has breached any material term or condition of the Order or Agreement and (II) such breach is not cured within thirty (30) days after written notice of breach to the breaching Party.

B. Termination for Convenience

Notwithstanding any other provision herein, a Party may terminate this Agreement, without cause, by giving 30 days advance written notice to the other Party of its election to terminate this Agreement pursuant to this provision.

C. Effects of Termination. Termination of the Agreement also terminates all Orders, but termination of one Order does not automatically terminate the entire Agreement or other Orders. If any Order is terminated by COUNTY without cause or by CONTRACTOR for

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cause during its Initial Term, then the COUNTY will immediately pay CONTRACTOR an early termination fee equal to the total Fees payable by the COUNTY during the Initial Term of the Order less the total Fees paid by the COUNTY under such Order prior to the effective date of termination. Upon expiration or termination of any Order: (a) Customer's (1) right to access or use SaaS or Services, including associated user guides or operating manuals ("Documentation"), listed in such Order, will immediately terminate; and (b) Customer will return or destroy all copies of Documentation in Customer's possession or control.

15. Intentionally left blank**16. Intentionally left blank****17. SERVICES**

The terms under this section are applicable if the Agreement includes the provision of SERVICES:

A. Additional Services

The Parties may elect to have CONTRACTOR perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"), in which event CONTRACTOR will perform such Additional Services for the compensation specified in the Statement of Work or negotiated between the two Parties. CONTRACTOR will commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

B. Descoping of Services

The COUNTY reserves the right, in its sole discretion, to de-scope Services upon written notification to the CONTRACTOR by the COUNTY. Upon issuance and receipt of the notification, the CONTRACTOR and the COUNTY will enter into a written amendment reducing the appropriate fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

C. Personnel**1) Intentionally left blank****2) E-Verify**

ZOLL and each applicable subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. The rights and remedies provided by Section 448.095; Florida Statutes will apply to ZOLL's violation thereof.

3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act

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CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY.

CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.

18. Intentionally left blank

19. Intentionally left blank

20. Intentionally left blank

EXHIBITS:

- **ATTACHMENT A: PAYMENT/INVOICES**
- **ATTACHMENT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS**
- **EXHIBIT C: ZOLL TERMS**
- **EXHIBIT D: INSURANCE REQUIREMENTS**
- **EXHIBIT E – BUSINESS ASSOCIATE ADDENDUM**

AGREEMENT**ATTACHMENT A:****PAYMENT/INVOICES****PAYMENT/INVOICES:**

For onboarding and invoice submission instructions, see section titled Payment & Fiscal Obligations.

Pinellas COUNTY offers a credit card payment process (ePayables) through Bank of America. Pinellas COUNTY does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County's Purchasing website at (<https://pinellas.gov/departments/purchasing-risk-management-division/>)

*If the Agreement specifies that Purchase Orders are to be utilized, the Purchase Order Number must appear on all packing slips, invoices and correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

AGREEMENT

ATTACHMENT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

- A. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Improper payment requests and invoice disputes will be resolved as provided in Section 218.76, Florida Statutes.

EXHIBIT B - ZOLL TERMS

1. SaaS and Services

CONTRACTOR will provide software-as-a-service (“**SaaS**”) and Professional Services (“**Services**”) described in each fully executed order or statement of work (each, an “**Order**”) issued under these ZOLL Terms.

2. Intentionally left blank.

3. Confidentiality

A. Confidential Information. “**Confidential Information**” means any information, technical data, or know-how, including, without limitation, information relating to software, products, services, COUNTYs, personnel, markets, research, intellectual property, inventions, processes, designs, marketing, future business strategies, trade secrets, finances and other nonpublic information of the disclosing Party, including the details of the Agreement and any Order under the Agreement.

B. Non-Confidential Information. Confidential Information does not include information that the receiving Party can establish: (I) was lawfully known by the receiving Party prior to its disclosure by the disclosing Party; (II) is, or becomes, generally known to the public without breach of the Agreement; (III) is obtained by the receiving Party in good faith from a third Party without any communicated confidentiality obligation; or (IV) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information.

C. Non-Disclosure. The receiving Party will use the disclosing Party’s Confidential Information only for purposes of the Agreement and applicable Orders under the Agreement and will not disclose it to any person or entity other than its or its Affiliates’ employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under the Agreement (such recipients being “**Authorized Recipients**”). Users (as defined below) and any third party authorized by COUNTY to receive COUNTY’s Confidential Information are Authorized Recipients of COUNTY. “**Affiliates**” means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, a Party. The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of the Agreement. The receiving Party will use the same standard of care to protect the disclosing Party’s Confidential Information as it uses to protect its own similar confidential and proprietary information, but no less than reasonable care. Notwithstanding the non-disclosure requirements of this section, COUNTY authorizes CONTRACTOR to refer to COUNTY as a COUNTY and use COUNTY’s name and logo in such references. Each Party agrees that damages will not be adequate to protect the other Party in the event of an actual or threatened breach of the confidentiality and nondisclosure obligations of the Agreement and that either Party may take equitable action, including seeking injunctive relief, to enforce such obligations.

D. Legal Disclosure. If it becomes necessary for the receiving Party to disclose any Confidential Information to enforce the Agreement or comply with a judicial or administrative proceeding (or equivalent process), the receiving Party will, to the extent legally permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party’s expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the receiving Party will not be in breach of the Agreement by furnishing such Confidential Information as required. Prior to disclosing any patient information, protected health information or personal identifiable information to CONTRACTOR, COUNTY will obtain the legal right to disclose such information to CONTRACTOR.

4. Use of SaaS and Services

CONTRACTOR will perform Services in a professional and workmanlike manner using qualified personnel in accordance with each Order. COUNTY will comply with all laws and regulations applicable to its use of SaaS or Services, including complying with, and notifying CONTRACTOR of, export and import control laws and regulations applicable to COUNTY. COUNTY will implement and maintain industry standard administrative, technical and security standards or safeguards designed to ensure the security and confidentiality of SaaS that COUNTY receives from CONTRACTOR. CONTRACTOR may suspend access to SaaS if CONTRACTOR determines, in its reasonable discretion, that COUNTY has failed to comply with applicable law or implement or maintain such standards or safeguards until COUNTY complies with applicable law or implements and maintains such standards or safeguards, as applicable. COUNTY is responsible for the procurement, maintenance, performance and security of any network, connection, service or device not provided or managed by CONTRACTOR. COUNTY agrees to use current operating systems and browsers that support protocols and procedures accepted by CONTRACTOR. In connection with the Agreement, COUNTY will reasonably and timely cooperate with CONTRACTOR, including providing CONTRACTOR with access to COUNTY’s equipment, software and data,

including remote access, necessary for the implementation and operation of SaaS or performance of Services. COUNTY will not require CONTRACTOR to comply with additional contractual or policy requirements not already contained in the Agreement or the applicable Order in order to receive such access. CONTRACTOR will provide COUNTY with the specifications of available remote access methods, and COUNTY will be responsible for the costs associated with any selected method. COUNTY agrees not to use SaaS in excess of its authorized login protocols. COUNTY will immediately notify CONTRACTOR of any unauthorized access to or use of SaaS, COUNTY's login ID, password or account or other breach of security.

5. Intellectual Property

A. Ownership. CONTRACTOR, including its Affiliates, licensors and service providers, as applicable, retains all right, title and interest, including but not limited to, all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions and combinations of the foregoing, in and to SaaS, Services, Documentation and any other information or materials related to SaaS or Services, including, without limitation, all object code, source code, modifications, know-how, ideas, technology, processes, techniques, inventions, or technical information relating to any of the foregoing and any derivative works thereof. Any rights not expressly granted to COUNTY hereunder are reserved by CONTRACTOR, including its Affiliates, licensors and service providers, as applicable. To the extent COUNTY acquires any rights in SaaS, Services, Documentation or any other information or materials related to SaaS or Services, including any derivative work created by COUNTY, by operation of law despite the terms of the Agreement, COUNTY hereby assigns those rights to CONTRACTOR and agrees to take such further actions as necessary to give effect to this section.

B. Restrictions. Except as expressly permitted by the Agreement, COUNTY will not, and will not permit any third party to: (I) use, reproduce, modify, adapt, alter, translate or create derivative works from SaaS, Services or Documentation; (II) merge SaaS or Services with other software or services; (III) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to SaaS, Services or Documentation to any third party; (IV) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for SaaS; (V) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in SaaS, Services or Documentation; or (VI) otherwise use or copy SaaS, Services or Documentation.

C. COUNTY Content; Feedback. As between CONTRACTOR and COUNTY, and without limiting the rights of any patient, COUNTY will retain all right, title and interest in and to all data, information or other content provided by COUNTY in its use of SaaS or Services ("**COUNTY Content**"); provided that CONTRACTOR may de-identify and use COUNTY Content for any lawful purpose consistent with applicable law. COUNTY grants to CONTRACTOR and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into its SaaS or Services any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of SaaS or Services provided by COUNTY or its Users. "**User**" means COUNTY's or its Affiliates' employees, directors, principals, partners, consultants or agents authorized to use SaaS or Services on behalf of COUNTY and registered and approved by CONTRACTOR, in CONTRACTOR's sole discretion, for such use in accordance with CONTRACTOR's procedures.

6. Users

Users may utilize SaaS, Services and Documentation to the same extent COUNTY is allowed to use and benefit from such SaaS, Services and Documentation; provided that: (A) each User's use of, or benefit from, SaaS, Services and Documentation will be subject to all applicable terms, conditions and limitations (including aggregate usage limitations) of the Agreement and each applicable Order; (B) COUNTY, as the signatory to the Agreement, will be responsible for each User's compliance with the terms, conditions and limitations of the Agreement; and (C) CONTRACTOR, in its sole discretion, may require certain Users (for example, third-party billing service providers, hospitals or EMS agencies) and COUNTY to sign CONTRACTOR's third-party access and use form prior to CONTRACTOR granting such User access to the applicable SaaS, Services or Documentation.

7. Indemnification

A. CONTRACTOR. CONTRACTOR will defend any action against COUNTY or its agents, officers, directors, or employees (the "**COUNTY Parties**") brought by a third party alleging that SaaS or Services infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third party and will indemnify and hold the COUNTY Parties harmless from those costs and damages finally awarded against the COUNTY Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to by CONTRACTOR in a monetary settlement of such action. The foregoing obligations are conditioned on COUNTY: (I) promptly notifying CONTRACTOR in writing of such claim or action; (II) giving CONTRACTOR sole control of the defense thereof and any related settlement negotiations; and (III) cooperating with CONTRACTOR and, at CONTRACTOR's request and expense, assisting in such defense. CONTRACTOR will not enter into any settlement that imposes any legal liability or financial obligation on COUNTY without COUNTY's prior written consent.

COUNTY will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. If any SaaS or Services become, or in CONTRACTOR's opinion is likely to become, the subject of an infringement claim, CONTRACTOR may, at its sole option and expense: (a) procure for COUNTY the right to continue using it; (b) modify it, or replace it with a substantially similar software or service, so that it becomes non-infringing; (c) in the case of Software subject to a perpetual license, require its return and refund COUNTY a pro-rata portion of the Fees for such Software based on a thirty-six (36)-month straight-line depreciation; or (d) terminate the applicable Order, in whole or in part. Notwithstanding the foregoing, CONTRACTOR will have no indemnification or other obligation hereunder with respect to any infringement claim to the extent based upon: (1) use of SaaS or Services not in accordance with the Agreement or the applicable Order; (2) use of SaaS or Services in combination with products, equipment, software, services or data not supplied by CONTRACTOR; (3) the failure of COUNTY to implement the latest release of, or any replacements, corrections or modifications made available by CONTRACTOR for, SaaS or Services; (4) COUNTY Content; or (5) any modification of any of SaaS and Services or use thereof by any person other than CONTRACTOR or its authorized agents or subcontractors. This section states CONTRACTOR's entire liability and COUNTY's exclusive remedy for any claims of infringement.

B. COUNTY. COUNTY will defend any action against CONTRACTOR, its Affiliates and their respective agents, officers, directors and employees (the "**CONTRACTOR Parties**") and will indemnify and hold the CONTRACTOR Parties harmless from those costs and damages finally awarded against the CONTRACTOR Parties in any such action brought by a third party arising out of or related to: (I) COUNTY Content; or (II) the COUNTY Parties' or its Users use of SaaS or Services allegedly in violation of the Agreement, Order, Documentation or applicable law. CONTRACTOR will: (a) promptly notify COUNTY in writing of such claim or action; (b) give COUNTY sole control of the defense thereof and any related settlement negotiations; and (c) cooperate with COUNTY and, at COUNTY's request and expense, assist in such defense. COUNTY will not enter into any settlement that imposes any legal liability or financial obligation on CONTRACTOR without CONTRACTOR's prior written consent.

8. Representations and Warranties

A. Mutual. Each Party represents that it has full legal authority to enter into the Agreement and perform its obligations hereunder and that no third-party rights or permissions are required in order for it to do so.

B. CONTRACTOR. CONTRACTOR warrants that Services will be performed in a professional and workmanlike manner. COUNTY must provide written notice to CONTRACTOR within thirty (30) days of the completion of Services alleged to have been performed inconsistent with this warranty, otherwise this warranty will be void. COUNTY's sole remedy and CONTRACTOR's sole obligation in the event of a breach of this warranty is, at CONTRACTOR's option, to re-perform Services or refund the amounts paid by COUNTY for Services that were not as warranted.

C. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR AN APPLICABLE ADDENDUM: (I) SAAS AND SERVICES ARE PROVIDED STRICTLY ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW; (II) CONTRACTOR DOES NOT PROMISE THAT SAAS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; AND (III) CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE, OR OTHERWISE.

9. Limitation of Liability

NEITHER CONTRACTOR, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. CONTRACTOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO CONTRACTOR BY COUNTY FOR SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. COUNTY ACKNOWLEDGES THAT THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. COUNTY AGREES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

10. Payments

A. Billing. COUNTY will pay CONTRACTOR the fees as set forth in the applicable Order (“**Fees**”). All payments will be in U.S. dollars unless otherwise agreed by the Parties. Unless otherwise expressly provided in the Agreement or the applicable Order, all Fees are nonrefundable, and COUNTY will pay CONTRACTOR all Fees due under such Order in accordance with the Agreement. If any invoiced Fees are past due: (I) such past due Fees will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less; (II) CONTRACTOR, in its sole discretion and not in lieu of any other remedy, may cease providing SaaS and Services, until CONTRACTOR has received payment from COUNTY for all invoiced and past-due Fees plus accrued interest; and (III) CONTRACTOR, in its sole discretion, may revoke any discounts previously offered to COUNTY. County will pay all expenses (including reasonable attorney’s fees) incurred by CONTRACTOR in connection with the collection of late payments. After the Initial Term set forth in the applicable Order, CONTRACTOR may increase Fees annually. Pricing will be held firm for the initial Contract Term.

B. Expenses. Unless otherwise set forth in the applicable Order, COUNTY will reimburse CONTRACTOR for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by CONTRACTOR (“**Expenses**”) in providing Services.

C. Invoicing. Unless otherwise set forth in the applicable Order, CONTRACTOR will invoice COUNTY for Fees approximately as follows:

- I. One-Time Fees**—on the Effective Date (as defined in the applicable Order).
- II. Monthly Fees* or Maintenance Fees****—monthly in advance.
- III. Professional Services Fees**—on completion of the Professional Services; and
- IV. Expenses**—as soon as reasonably practicable after such expenses are incurred.

* Unless otherwise set forth in the applicable Order, Monthly Fees will commence on the earlier of (a) the date deployment of Software or SaaS is complete and able to function as described in the warranty for such Software or SaaS (“**Deployment Completion Date**”) or (b) sixty (60) days after the Effective Date (as defined in the applicable Order) (the “**Monthly Fees Commencement Date**”). The first invoice for Monthly Fees will include the Monthly Fees for the first and second months and will be prorated to account for any partial month. For Monthly Fees for CONTRACTOR AR Boost (as defined in the SaaS Addendum), emsCharts and Mobile Care Connect, CONTRACTOR may invoice COUNTY monthly in arrears.

11. Professional Services

A. General. CONTRACTOR will use commercially reasonable efforts to provide the professional services set forth in an Order (“**Professional Services**”), and COUNTY and CONTRACTOR agree to cooperate in good faith to achieve satisfactory completion of the Professional Services. COUNTY acknowledges that CONTRACTOR’s performance of the Professional Services is materially dependent on COUNTY’s cooperation and that timelines for completion of Professional Services are estimates that may be revised due to third parties engaged as part of the Professional Services or COUNTY’s responsiveness, cooperation and resources. Accordingly, CONTRACTOR will not be liable for any deficiency in the performance of Professional Services to the extent such deficiency results from any acts or omissions of COUNTY or a third party, including, but not limited to, COUNTY’s failure to provide the necessary cooperation, access and assistance as required hereunder. COUNTY will reimburse CONTRACTOR for any reasonable costs incurred by CONTRACTOR in connection with such failure. COUNTY is solely responsible for ensuring that specifications provided to CONTRACTOR in connection with the Professional Services comply with applicable laws and regulations.

B. Installations. If COUNTY (I) fails to schedule installation of SaaS or Services to occur within six (6) months from the Effective Date (as defined in the applicable Order) or (II) postpones or cancels a scheduled installation with less than thirty (30) days’ written notice to CONTRACTOR, then CONTRACTOR may charge, and COUNTY will pay, an additional installation fee plus any additional costs already incurred (such as a \$200 travel change fee to cover increased travel costs as a result of the rescheduling).

12. General

A. Third Parties. COUNTY is solely responsible for, and none of the Fees or Expenses set forth herein will be deemed to cover, any amounts owed to third parties in connection with the use of SaaS and Services, including without limitation, clearinghouse fees. COUNTY must obtain CONTRACTOR’s prior written consent before engaging a third-party provider (“**Third-Party Provider**”) to allow third-party software, software-as-a-service or services (“**Third-Party Software, SaaS or Services**”) to integrate with, receive data from or access SaaS or Services. CONTRACTOR will have no liability for, or in connection with, and makes no representations or warranties with respect to, any Third-Party Software,

SaaS or Services, and no Third-Party Provider will be an agent or subcontractor of CONTRACTOR. COUNTY agrees that to the extent Third-Party Provider sends, receives, maintains or transmits any COUNTY Content, including without limitation, protected health information (collectively, “**Sharing**”), or takes any action with respect to SaaS or Services, such Third-Party Provider does so on behalf of COUNTY and not of CONTRACTOR. If Third-Party Software, SaaS or Services require or result in Sharing COUNTY Content with a Third-Party Provider, COUNTY consents to CONTRACTOR and its Affiliates Sharing COUNTY Content with such Third-Party Provider, and COUNTY represents and warrants that such Sharing does not violate any agreement, law, regulation or other legal standard. Upon the earlier of: (I) termination of the Third-Party Provider’s need for access to the applicable SaaS or Services or (II) termination of COUNTY’s agreement with a Third-Party Provider pertaining to Third-Party Software, SaaS or Services, COUNTY will immediately terminate Third-Party Provider’s access to SaaS and Services and notify CONTRACTOR thereof. To the extent SaaS or Services contain software, services or content owned by a third party for which CONTRACTOR has a license agreement with such third party, SaaS and Services and all rights granted hereunder are expressly limited by and subject to any license agreements CONTRACTOR may have for such software. COUNTY will promptly reimburse CONTRACTOR for any Fees incurred by CONTRACTOR for Third-Party Software, SaaS or Services after the date of expiration or termination of an Order (such as the remainder of an annual fee charged to CONTRACTOR for such Third-Party Software, SaaS or Services).

B. Entire Agreement; Amendment; No Third-Party Beneficiaries; Online COUNTY Community; Survival. The Agreement, together with the applicable Order, constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at ZOLLonline.com or emscharts.com (which have an order of precedence directly after this Exhibit C – ZOLL Terms) Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by COUNTY, will be wholly inapplicable to SaaS and Services and will not be binding in any way on CONTRACTOR. The section headings in the Agreement are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provisions of the Agreement. Except as otherwise expressly stated in the ZOLL Terms, the Parties’ rights and remedies under the Agreement are cumulative. Neither Party will have any obligation to enter into any Order. COUNTY may participate in CONTRACTOR’s online community in accordance with the terms of such community. Those provisions of the Agreement that may be reasonably interpreted as surviving termination of the Agreement or the survival of which is necessary for the interpretation or enforcement of the Agreement will continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to the following sections of the ZOLL Terms entitled as follows: Effects of Termination, Confidentiality, Use of SaaS and Services, Intellectual Property, Users, Indemnification, Representations and Warranties, Limitation of Liability, Payments and General.

Software-as-a-Service Addendum

1. Applicability

This Software-as-a-Service Addendum (this “**SaaS Addendum**”) applies to SaaS designated in a current Order between COUNTY and CONTRACTOR. Capitalized terms not defined below but used herein will have the same meaning as in the Agreement.

2. SaaS

Subject to the terms and conditions of the Agreement, during the Term (as defined in the applicable Order), CONTRACTOR will use commercially reasonable efforts to make SaaS available to COUNTY in accordance with the Documentation. CONTRACTOR may modify and upgrade SaaS, on an ongoing basis, including adding, removing or modifying the functionality or features of SaaS. CONTRACTOR will use commercially reasonable efforts to inform COUNTY prior to the implementation of such changes materially affecting SaaS utilized by COUNTY. CONTRACTOR will, at no additional charge, provide applicable standard COUNTY support for SaaS to COUNTY as detailed in the applicable Documentation.

3. Warranty

Subject to the terms and conditions of the Agreement, including warranty disclaimers in the Agreement, CONTRACTOR warrants that during the Term, SaaS will materially operate in accordance with the Documentation. COUNTY must provide written notice to CONTRACTOR within thirty (30) days of the alleged inconsistency with this warranty, otherwise this warranty will be void. COUNTY's sole remedy and CONTRACTOR's sole obligation in the event of a breach of this warranty is for CONTRACTOR to, at CONTRACTOR's option, correct the material nonconformity or terminate the applicable Order.

4. Service Level Agreement

A. Service Level Commitment. CONTRACTOR will use commercially reasonable efforts to make SaaS available to Users with a Monthly Uptime Percentage (as defined below) of at least 99.0% during any calendar month (the “**Service Level Commitment**”). The Service Level Commitment does not apply to COUNTY's access of Inactive COUNTY Content (as defined below).

B. Definitions

I. “Monthly Uptime Percentage” is calculated each calendar month as follows:

$$\frac{((\text{Total} - \text{Unexcused Downtime}) / \text{Total}) * 100}{100} = \text{Monthly Uptime Percentage.}$$

II. “Total” means the total minutes in a calendar month.

III. “Unexcused Downtime” means Downtime, excluding Excused Downtime.

IV. “Downtime”, expressed in minutes, means any time SaaS is not available to Users.

V. “Excused Downtime” means Downtime caused by: (a) Standard Maintenance; (b) Emergency Maintenance; (c) services, software or hardware provided by anyone or any entity other than CONTRACTOR (such as a cellular network carrier or mobile handset provider); (d) software, services or systems operating outside of CONTRACTOR's control, including any software or systems operating on a COUNTY's premises (including CONTRACTOR software operating on such premises); (e) a Force Majeure Event; or (f) COUNTY's or its Users' acts or omissions.

VI. “Standard Maintenance” means work performed by CONTRACTOR when upgrades or system updates are desirable (including, without limitation, standard software release and non-critical software updates). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. CONTRACTOR will inform COUNTY at least twenty-four (24) hours in advance of Standard Maintenance.

VII. “Emergency Maintenance” means work performed by CONTRACTOR when a critical system update must be applied quickly (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). CONTRACTOR will use commercially reasonable efforts to inform COUNTY at least thirty (30) minutes in advance of Emergency Maintenance.

C. Service Credit. For any calendar month where the Service Level Commitment for any SaaS is not met, CONTRACTOR will provide a service credit equal to ten percent (10%) of COUNTY's Monthly Fee for such SaaS (“**Service Credit**”); provided that COUNTY must: (I) request such Service Credit in writing within thirty (30) days of the end of the calendar month in which CONTRACTOR failed to meet its Service Level Commitment; and (II) include in such request the nature, date and time of the Unexcused Downtime. If CONTRACTOR is able to verify such Unexcused Downtime, such Service Credit will be applied to a future month's invoice for such SaaS, which is typically two (2) months later.

Failure to submit a written request for Service Credit as provided in this Section will constitute a waiver of such Service Credit by COUNTY. The Service Credit set forth in this Section will be COUNTY's sole and exclusive remedy for CONTRACTOR failing to meet the Service Level Commitment for any SaaS in a given calendar month.

D. Modifications. Notwithstanding anything to the contrary in the Agreement, CONTRACTOR may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime. Notwithstanding anything to the contrary in the Agreement, CONTRACTOR may cease providing any SaaS upon at least six (6) months' notice to COUNTY.

5. COUNTY Content

A. Security. CONTRACTOR will implement commercially reasonable security measures designed to prevent unlawful access to COUNTY Content by third parties.

B. COUNTY Compliance. Although CONTRACTOR will use commercially reasonable efforts to (I) maintain the integrity of the COUNTY Content, (II) back up the COUNTY Content and (III) to provide full and ongoing access to SaaS, loss of access to SaaS and loss of COUNTY Content may occur. COUNTY is solely responsible for maintaining any COUNTY Content that it requires for archival purposes, ongoing management of its operations or compliance with all records retention requirements applicable to it. COUNTY agrees that it is not relying on CONTRACTOR to assist with determining the records maintenance or retention requirements applicable to it. CONTRACTOR will not be responsible for any loss, corruption of or inaccessibility of the COUNTY Content due to interruption in SaaS or otherwise arising out of circumstances not within CONTRACTOR's control.

C. Retention Period for Active COUNTY Content. Unless otherwise specified in the Agreement, CONTRACTOR will store COUNTY Content, other than Inactive COUNTY Content as defined below (the "**Active COUNTY Content**"), in CONTRACTOR's working data set until the earlier of (I) with respect to *RescueNet @Work*, thirteen (13) months, and with respect to other SaaS, five (5) years or (II) the expiration or termination of the Agreement or the Order or SOW under which such Active COUNTY Content was stored (the "**Active Retention Period**").

D. Return, Destruction or Storage of Active COUNTY Content. Upon the expiration of the Active Retention Period, CONTRACTOR will notify COUNTY in writing and will provide COUNTY the option, which COUNTY will exercise by informing CONTRACTOR in writing, within thirty (30) days of receiving the notice, that either (I) COUNTY wishes to receive Active COUNTY Content in a database format determined by CONTRACTOR in its sole and absolute discretion (a "**Database**"), or (II) COUNTY will pay CONTRACTOR, at CONTRACTOR's then-current storage rates and upon CONTRACTOR's then-current terms and conditions, to continue to store the Active COUNTY Content. If COUNTY fails to exercise one of the foregoing options within such thirty (30)-day period, CONTRACTOR will have the right to destroy the Active COUNTY Content.

E. Inactive COUNTY Content. CONTRACTOR may periodically identify COUNTY Content that has had no activity associated with it for at least one hundred eighty (180) days ("**Inactive COUNTY Content**") and notify COUNTY in writing of its intent to remove the Inactive COUNTY Content from CONTRACTOR's working data set and destroy such data. However, COUNTY may request, in writing, within thirty (30) days of receiving such notice from CONTRACTOR, that CONTRACTOR provide a Database of the Inactive COUNTY Content or store, at CONTRACTOR's then-current storage rates and upon CONTRACTOR's then-current terms and conditions, such Inactive COUNTY Content. If COUNTY fails to exercise one of the foregoing options within such thirty (30)-day period, CONTRACTOR will have the right to destroy the applicable Inactive COUNTY Content in its possession or under its control.

6. Additional Terms and Conditions

A. ZOLL AR Boost. If an Order includes ZOLL AR Boost, including Insurance Discovery, Insurance Verifier, Demographic Verifier, Self-Pay Analyzer, Deductible Monitoring, Claims Status, Enhanced MBI Discovery, Prior Authorization Determination, Prior Authorization Submission, Benefits Verification, Patient Financial Responsibility or related products and services, either separately or as part of ZOLL Billing, RescueNet® Billing Pro, Packaged Services, Packaged Services Premium, AR Boost or another combination of products or services (collectively, "**ZOLL AR Boost**"), then COUNTY agrees the ZOLL AR Boost Addendum located at <https://www.zolldata.com/legal> will additionally govern and apply to such ZOLL AR Boost.

5. EXHIBIT C - Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. In the event of a claim, County reserves the right to require a copy of the entire insurance policy, including endorsement(s), at any time during the contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor shall notify County within after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Solicitation #25-0334-RFP

Title: Ambulance Services Billing Software

2. Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

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2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis. Primary/non-contributory provisions will not apply to claims arising from the negligence of Pinellas County.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000

4. General Aggregate \$ 2,000,000

5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

A. Limits

1. Each Occurrence \$ 2,000,000
2. General Aggregate \$ 2,000,000

- B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

5.6. PROFESSIONAL LIABILITY (TECHNOLOGY ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits

1. Each Occurrence or Claim \$ 1,000,000
2. General Aggregate \$ 1,000,000

- B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

6. EXHIBIT D - Scope of Work / Specifications

6.1. Objective

Pinellas County Safety & Emergency Services Department's Financial Services Division is seeking an ambulance services billing software to replace existing software to improve our ability to efficiently submit claims to the following entities: Commercial Insurance - 13.78%, Medicaid - 11.86%, Medicare - 59.73%, Customer Invoice - 9.77% while using both mail and electronic delivery and maintaining HIPAA compliance.

6.2. REQUIREMENTS

System Requirements to Include but not limited to:

- SaaS solution that includes regular software maintenance and updates.
- System data and communications must be secured according to Pinellas County standards (ref: **Security and Performance Standards** section).
- Secure data transfer capability for scheduled backup or real-time duplication to County servers.
 - Operation continuity solution for periods of low connectivity or communication issues with the application servers or data.
- Details regarding disaster recovery and related uptime Service Level Agreement (SLA) options should be provided.
 - Include available alternatives for standard vs. high availability and what configurations and cost may be associated with each.
- Details regarding maintenance windows and other scheduled downtime should be provided.
- Ability to integrate (include description of methodology) with 3rd party vendors who process specified claims on our behalf.
- Integration with other vendor solutions as described in this document (ref: **Technical or Functional Requirements** section).
- Integration with the clearinghouse of our choice (Currently Waystar).
- System security and access controls that include configurable role-based profiles.
- Customizable dashboards, alerts, and notifications for managing the claim lifecycle.
- General consolidation reports for each functional group.
 - Accounts Receivable - Billing Services – Compliance - Administration
- Automated data validation components (spell check, date format, etc.).
- Ability to create custom reporting using third party tools.

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- Ability to manage ambulance services membership plans.
- Additional automations which may include:
 - Insurance identification and eligibility
 - List maintenance for ICD10 codes
 - Payor list management
 - Customer list management
 - Denial codes and remarks
 - Deductible Management

Security and Performance Standards:

Provide application and data security details for the following types of connections:

- Remote internal workers via Pinellas County VPN
- Remote external workers (vendor EMSMC out of North Carolina)
- On site workers for Pinellas County
- On site external workers (vendor Sunstar via Pinellas County network)
- Pinellas County System Administrators (On site or remote)
- Pinellas County Application/Data Analysts (On site or remote)

Detail what controls are in place to limit access to system functions and data that may include PHI.

Consider the following capacity measures to define performance and connectivity limitations (if any exist). These numbers are used only to illustrate the diverse mix of possible simultaneous connections on a given day. If these quantities are used to estimate cost components, note that they will be modified after vendor selection to reflect our actual needs more accurately for each connection type.

- Daily (M-F) user access:
 - 30 Remote Pinellas County users – application access
 - 30 Remote external vendor – application access
 - 15 On site Pinellas County users – application access
 - 10 On site external vendor via Pinellas County network – application access
 - 5 Pinellas County System Administrators/Analysts – system/application/data
- Production of 500-700 claims per day
- Describe performance affecting activities that may influence the user experience

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Technical or Functional Requirements:

Identify in your proposal if these functions are possible with your solution and whether they are part of a base package or an add-on option for additional cost:

- **Data Exchange using current NEMSIS Standard** – Sharing of data between ImageTrend Elite (our current ePCR toolset) and your proposed solution.
 - Our current solution uses NEMSIS 3.5 with xml extract.
- **Integration with clearinghouse** to automate the following:
 - Claim submission
 - Remittance and denial retrieval
 - Rejection or error notification
- **Integration with our collections vendor** and the ability to reconfigure should that vendor change in the future.
- **Integration with our invoice print vendor** and the ability to reconfigure should that vendor change in the future.
- **Integration with specialty vendor.** Currently we outsource processing of initial claims for Auto and worker's comp claims to a 3rd party vendor. Please identify any features of your software that may provide automation in our communications with this type of vendor.

Provide if the additional features below are possible with your proposed solution:

- Built-in demographics scrubbing.
- Specify if this is available whether it is configurable and which entities you partner with to provide this feature.
- Compact view of customer record for easy selection and review.
- Prefer ability to view on a single screen.
- Customer self-service payment portal.

Milestones:

- Infrastructure Configuration
- Solution Implementation
- Include existing data migration you can provide with your solution.
- Examples include Claims with any or all related transactions, Patients, Payors, Patient Pays, etc.

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- Training (NOTE: training and installation may occur simultaneously on a timeline, but training for users and system administrators must be completed prior to go-live).
- Time for load testing and business continuity testing should be included in timeline.
- Cutover and day one activities.

6.3. DELIVERABLES

- Company profile – Include years in business and any accolades
- Customer references – Include customer volume and revenue details
- Detailed description of your solution – Please provide as much technical detail of each component of your solution as you can. We are aware that some information is proprietary and cannot be shared.
- Cost breakdown – Provide all one-time and recurring costs for the initial contract term of 5 years. If other 3rd party costs are involved, please indicate in your response.
- Implementation timeline – To start at the execution of a signed agreement. Please include time estimates for site prep (hardware, communications, etc.) and training prior to cut over.
- Post implementation support options – Outline all appropriate products with annual cost. Please include both end user support and system administrator support details.
- Annual Continuing Education – Zoll will annually provide the County with two registrations to Zoll Base Camp or other educational events (not including travel, food, and accommodation costs).

TAB A: Executive Summary

A Complete Solution for Pinellas County

ZOLL Data Systems is pleased to present our comprehensive response to Pinellas County's Request for Proposal for Ambulance Services Billing Software. As your current provider through RescueNet Billing, we are excited to offer a seamless transition to our next-generation cloud-based ZOLL Billing solution.

ZOLL Billing offers a comprehensive all-inclusive SaaS solution designed specifically to address Pinellas County's ambulance billing requirements. Our platform efficiently processes claims across your diverse payor mix - commercial insurance (13.78%), Medicaid (11.86%), Medicare (59.73%), and customer invoices (9.77%) - while maintaining strict HIPAA compliance throughout. The cloud-based architecture eliminates IT overhead costs while providing automatic updates and secure 24/7 access from any location or device.

Our solution increases productivity and revenue through automated workflows that enable your team to process more claims with fewer resources. Real-time cash flow tracking and payment visibility features provide accurate predictions about reimbursement values and timing, while advanced analytics identify opportunities to accelerate your revenue cycle.

All-Inclusive Package:

- Clearinghouse fees for unlimited submissions and eligibility checks
- Complete patient statement services (printing and postage included)
- Built-in AR optimization tools (Demographic Verifier, Insurance Discovery, Insurance Verification, Self-Pay Analyzer)
- Unlimited concurrent users with full implementation services

Seamless Integration:

- NEMSIS Integration with your ePCR system (3.4+ standards)
- Direct connection with Waystar for automated claim submission and remittance processing

Enhanced Efficiency:

- Rules-based workflows reducing keystrokes and manual tasks
- Automatic Medicare fee schedule updates
- Configurable role-based security controls to protect sensitive information

Implementation Approach

Our implementation methodology follows a proven, structured approach refined through hundreds of successful deployments. Your dedicated ***Senior Project Manager***¹, Brandon Biggs, will guide the entire process, from initial configuration through training and go-live support. Brandon and your highly experienced implementation team will be ***on-site*** to support your training needs.

You will also have access to your designated ***Implementation Specialist***, Amanda Lee, ***on-site for go-live***. Amanda is a highly experienced Senior Implementation Specialist who will work closely with your team to ensure a smooth transition, provide hands-on training, and address any immediate questions or challenges that arise during the implementation process. Her expertise in ambulance billing software implementations will be invaluable in configuring the system to meet Pinellas County's specific operational requirements.

The typical implementation spans approximately 90 days, with clearly defined milestones and deliverables to ensure a smooth transition with minimal disruption to your operations.

As your current provider, we bring a unique advantage to this transition. Our team's familiarity with your existing RescueNet Billing setup will facilitate a more efficient migration to ZOLL Billing. We understand your workflows, charge structures, and payer relationships, which will significantly streamline the implementation process and reduce the learning curve for your staff.

Key Differentiators

What sets ZOLL Billing apart is our comprehensive understanding of the unique challenges faced by ambulance services billing operations. Our solution provides:

- **Light-Touch Billing:** Automation reduces keystrokes and manual handling, streamlining the entire billing process
- **Real-Time Financial Insights:** Immediate visibility into cash flow with detailed breakdowns by accounting period
- **Rules-Based Workflows:** Configurable processes based on facility, patient, state, and payer requirements
- **Comprehensive Support:** U.S.-based support team available from 8 AM to 8 PM Eastern Time, with 24/7 coverage for critical issues

¹ Team assignments are dependent on project load and team availability and are subject to change.

ZOLL Billing: Revolutionizing Ambulance Billing

With over 30 years of industry experience since our founding in 1993, ZOLL has established itself as a leader in emergency services technology. Our journey from Pinpoint Technologies to joining ZOLL Medical in 1999, and our strategic acquisitions including Golden Hour in 2019, have positioned us to deliver best-in-class solutions tailored specifically for emergency medical services.

ZOLL Billing is a cloud-based solution designed specifically for ambulance services billing, optimizing the complete billing process for EMS organizations. By automating labor-intensive workflows, our software eliminates common errors and inefficiencies that plague traditional billing processes, including documentation inconsistencies, complex payer requirements, and manual claim preparation. This automation enables Pinellas County to process more claims with fewer resources while maintaining rigorous compliance standards.

Return on Investment

By implementing ZOLL Billing, Pinellas County can expect:

- Increased clean claim rates and reduced denials
- Accelerated payment cycles
- Enhanced revenue capture through improved insurance discovery
- Reduced administrative overhead
- Improved compliance and reduced audit risk

We are confident that ZOLL Billing represents the ideal solution to meet Pinellas County's ambulance billing needs, delivering measurable improvements in both operational efficiency and financial performance. We look forward to the opportunity to partner with Pinellas County in optimizing your ambulance billing processes.

TAB B: Technical Approach

Our cloud-based ZOLL Billing solution reduces IT overhead expenses and administrative costs. It also offers automatic, real-time updates, so you no longer need to waste time with manual updates during operating hours. Billers can access the platform- and device-agnostic system from anywhere, using a browser and an active internet connection.

System Requirements

- **SaaS solution that includes regular software maintenance and updates**

All access, maintenance, and updates for the software solution are included. ZOLL Online product development typically delivers releases monthly. There is no system downtime for updates and upgrades. There are no additional costs.

- **System data and communications secured according to Pinellas County standards**

ZOLL Online and ZOLL Billing utilize industry standard security controls ensuring all data is protected and encrypted in transit and at rest. Please see **Exhibit 1 – ZOLL Online Security** for a detailed description of our online security and infrastructure.

Users can access the platform- and device-agnostic system from anywhere, using a browser and an active internet connection. Security roles and permissions can be used to organize and oversee the tasks within your billing team. You have the option to assign a pre-configured role to a user, tailor a role to align with your agency's requirements, mask or limit access to PHI such as SSNs, or create custom roles based on specific needs.

- **Secure data transfer capability for scheduled backup or real-time duplication to County servers**

ZOLL Billing is provided in a SaaS (Software-as-a Service) model and consequently unable to provide direct database access in either a production or non-production state. We do provide an extensive list of financial and productivity reports that can be exported to multiple formats including .csv. The application also features an analytics tool that includes visual dashboards as well as the ability to create custom analytics dashboards which can be configured for automated distribution on a set schedule. These dashboards can also be exported to multiple formats including .csv. The ZOLL Billing analytics tool is based on Birst technology. The ZOLL Billing team uses an AGILE methodology to iteratively evaluate, develop and release new features, and enhancements.

- **Operation continuity solution for periods of low connectivity or communication issues**

ZOLL's SaaS products are available via the internet, minimizing hardware/software compatibility issues. Our SaaS also includes a robust uptime SLA. With our broad customer base and high operability, we update and upgrade SaaS functionality from time to time. Functionality, and our responsibilities with respect to maintaining the integrity of and access to your data, is described and warranted per the official documentation.

- **Details regarding disaster recovery and related uptime Service Level Agreement (SLA) options should be provided.**
 - **Include available alternatives for standard vs. high availability and what configurations and cost may be associated with each.**

High availability with 99.7% uptime and disaster recovery requirements are met, with alternate site within AWS. Our standard service level includes all necessary disaster recovery components at no additional cost.

All disaster recovery procedures and systems are regularly tested through scheduled exercises to ensure operational readiness in the event of an actual disaster scenario.

- **Details regarding maintenance windows and other scheduled downtime should be provided.**

ZOLL Online, the cloud environment where ZOLL Billing resides and is accessed from, undergoes scheduled maintenance monthly. Notifications are sent to our customers along with the latest release notes and other changes that can be expected from the update, and typically customers experience no downtime for the ZOLL Online applications. If an emergency patch or fix is required, ZOLL provides as much advance notice to our customers as possible, including details around the update and if any downtime can be expected. The maintenance is then performed and if any additional communications to our customers are needed, those notifications will be sent out after completion. Emergency maintenance is very much the exception.

- **Ability to integrate (include description of methodology) with 3rd party vendors who process specified claims on our behalf.**

ZOLL Billing integrates with Waystar for clearinghouse services, automated claim submissions, remittance files, and patient statements. We also have integration with Payground for patient statements and payment portal options.

- **Integration with other vendor solutions as described in this document**

ZOLL Billing is PCR agnostic and supports NEMESIS 3.4 or higher. NEMESIS files can be uploaded manually or via API to create claims. If a new NEMESIS version is uploaded, ZOLL Billing will look at the eRecord.01 value to determine if the file has been previously uploaded.

- **Integration with the clearinghouse of choice (Currently Waystar).**

ZOLL Billing integrates with Waystar for clearinghouse services, automated claim submissions, remittance files, and patient statements. There would not be a separate invoice for Waystar as the costs for claim submission and 835s are included within the ZOLL Billing fees.

- **System security and access controls with configurable role-based profiles.**

Yes. To provide precise control over data access, our services support role-based access controls through administration. User Groups and permissions can be configured and modified by Pinellas County. Security roles and permissions can be used to organize and oversee the tasks within your billing team. You have the option to assign a pre-configured role to a user, tailor a role to align with your agency's requirements, mask or limit access to PHI such as SSNs, or create custom roles based on specific needs.

- **Customizable dashboards, alerts, and notifications for managing the claim lifecycle.**

ZOLL Billing has Insights Dashboard that allows custom reporting, notes with a pin feature that allow Claim level or Account level items to be easily seen and highlighted at the top of any page. The Dashboard within ZOLL Billing offers a wide range of features and functionalities. It allows claims to be organized and viewed by status and reason lists and by claim assignments to users and system categories. It also allows you to create or enter workflows and view import issues that need your attention. ZOLL Billing supports customizable alerts, known as tags, and also timely filing alerts and days at payer alerts. In addition, ZOLL Billing includes an analytics tool, Insights based on Birst technology, which will allow Pinellas County to create custom dashboards and custom reporting.

- **General consolidation reports for each functional group (AR, Billing, Compliance, Admin).**

ZOLL Billing includes a reporting module with 38 existing reports, including aging, KPI, auditing and administrative functions. The Insights module within ZOLL Billing has existing dashboards, including end of month reporting, AR, charges, denials and billing lag. Insights can also be used to create custom reports and dashboards.

- **Automated data validation components (spell check, date format, etc.).**

Includes some validations such as hard-coded rules to make sure claim fields are filled out and complete.

- **Ability to create custom reporting using third-party tools.**

Custom reports and dashboards can be created with the integrated Insights module within ZOLL Billing. ZOLL Billing has integrated with Birst to provide business intelligence dashboards that allow you to drill into your data and help make informed decisions. In addition, ZOLL Billing has canned reports for each accounting period that will help any finance team balance and record the charges, payments, adjustments, and forwarding balance. There are approximately 38 canned reports in the system that will help you manage accounts receivable and claims.

- **Ability to manage ambulance services membership plans.**

ZOLL Billing allows you to enter start/end dates to identify which patients are a part of your membership program. We do not have a full membership module, such as head of household, but that module is on the product road map.

- **Additional automations which may include:**

- **Insurance identification and eligibility**
- **List maintenance for ICD10 codes**
- **Payor list management**
- **Customer list management**
- **Denial codes and remarks**
- **Deductible Management**

Yes. ZOLL Billing includes our AR Boost tools including Demographic Verifier, Insurance Discovery, Insurance Verification/Eligibility, and a Self-Pay Analyzer tool. These built-in tools uncover missing patient demographic and insurance information and drastically reduces claim denials. It eliminates manual processes and automates the patient data gathering process by querying multiple databases in real time. It helps ensure that billers find the right patient information during the pre-billing process to identify all revenue sources and accelerate claims processing. ICD-10 codes are imported and maintained by ZOLL, along with the Medicare Fee Schedule. You can mark the diagnosis codes Pinellas County uses on a regular basis as favorites and also assign nicknames/shortcuts to frequently used codes. Payor management allows you to set policy attributes, allowable amounts, and requirements for each payor, as needed. Completed claims are queued for submission and are submitted automatically to the clearinghouse or to the patient statement vendor.

Security and Performance Standards

- **Provide application and data security details for the following types of connections:**

Security Features Include:

- **Data Encryption:** Protects data in transit and at rest to prevent unauthorized access
- **Access Controls:** Configurable user roles and permissions ensure that only authorized personnel have access to specific data and functionalities
- **Audit Trails:** Comprehensive audit trails track and record changes to billing records, allowing for monitoring and accountability
- **Secure Authentication:** User authentication mechanisms ensure that access to the system is restricted to verified individuals

Note about system maintenance:

ZOLL Online, the cloud environment where ZOLL Billing resides, undergoes scheduled maintenance monthly. Notifications are sent to our customers along with the latest release notes and other changes that can be expected from the update. Typically, customers experience no downtime for the ZOLL Online applications during these maintenance windows. If emergency maintenance is required, ZOLL provides as much advance notice as possible, including details about the update and any potential impact. Emergency maintenance is very much the exception rather than the norm.

- **Remote internal workers via Pinellas County VPN**

Users can access ZOLL Billing remotely via a web browser. While most modern browsers are supported for ZOLL Online applications, Chrome or Edge are our recommended browsers for ZOLL Billing. All software is run from the ZOLL Cloud and accessed remotely.

- **Remote external workers (vendor EMSMC out of North Carolina)**

Users can access ZOLL Billing remotely via a web browser. While most modern browsers are supported for ZOLL Online applications, Chrome or Edge are our recommended browsers for ZOLL Billing.

- **On site workers for Pinellas County**

The ZOLL Online solutions, including ZOLL Billing, are accessed through the internet over a web browser. All software is run from the ZOLL Cloud and accessed remotely. While most modern browsers are supported for ZOLL Online applications, Chrome is our recommended browser for ZOLL Billing. Other system requirements primarily consist of broadband internet access and the ability to access the ZOLL Online website from the local network.

- **On site external workers (vendor Sunstar via Pinellas County network)**

The ZOLL Online solutions, including ZOLL Billing, are accessed through the internet over a web browser. All software is run from the ZOLL Cloud and accessed remotely. While most modern browsers are supported for ZOLL Online applications, Chrome is our recommended browser for ZOLL Billing. Other system requirements primarily consist of broadband internet access and the ability to access the ZOLL Online website from the local network.

- **Pinellas County System Administrators (On site or remote)**

System Administrators can access ZOLL Billing via a web browser. Security roles and permissions can be used to organize and oversee the tasks within your billing team. System Administrators have the option to assign a pre-configured role to a user, tailor a role to align with your agency's requirements, or create custom roles based on specific needs.

- **Pinellas County Application/Data Analysts (On site or remote)**

Application and Data Analysts can access ZOLL Billing via a web browser. The system supports configurable user roles and permissions to ensure appropriate access to data.

- **Detail what controls are in place to limit access to system functions and data that may include PHI.**

ZOLL Billing provides comprehensive role-based security controls to protect sensitive patient health information. Administrators can define customized user roles with granular permission settings tailored to your organization's needs. The system supports the creation of user groups, allowing predefined security settings to be efficiently applied across multiple users who perform similar functions.

Your system administrators have several options for managing access to PHI:

- Assign pre-configured roles based on common job functions
- Tailor existing roles to align precisely with your agency's specific requirements
- Create custom roles to address unique operational needs
- Mask or limit access to sensitive PHI elements such as Social Security Numbers
- Apply group-based permissions to streamline security management

This flexible approach ensures that users only access the information necessary for their job responsibilities, maintaining HIPAA compliance while optimizing workflow efficiency.

- **Consider the following capacity measures to define performance and connectivity limitations (if any exist).**

ZOLL Billing's cloud-based architecture is designed to accommodate the connection requirements outlined in Pinellas County's specifications. Our system can support the diverse mix of simultaneous connections described:

- 30 Remote Pinellas County users – application access
- 30 Remote external vendor – application access
- 15 On site Pinellas County users – application access
- 10 On site external vendor via Pinellas County network – application access
- 5 Pinellas County System Administrators/Analysts – system/application/data
- Production of 500-700 claims per day

All users can access ZOLL Billing via a web browser regardless of location. While most modern browsers are supported for ZOLL Online applications, Chrome or Edge are recommended for optimal performance.

Based on our experience with similar-sized agencies, ZOLL Billing is designed to handle high-volume claim processing environments. The cloud-based infrastructure can efficiently support processing 500-700 claims per day, which is well within the system's capabilities. We do not foresee any performance or connectivity limitations based on the capacity measures provided by Pinellas County.

Technical or Functional Requirements

Please identify if these functions are possible with your solution and whether they are part of a base package or an add-on option:

- **Data Exchange using current NEMESIS Standard (NEMESIS 3.5 with xml extract)**

ZOLL Billing can accept a NEMESIS 3.4 or higher XML file via an API. If the ePCR vendor cannot send the file to ZOLL, it can be imported manually each day by the customer.

- **Integration with clearinghouse to automate:**

ZOLL Billing includes integration with Waystar Clearinghouse for automated claim submissions.

- **Claim submission**

Electronic, automatic daily batches send claims to the clearinghouse for processing. Additionally, Manual submission by claim available too. ZOLL Billing includes integration with Waystar Clearinghouse for automated claim submissions.

- **Remittance and denial retrieval**

ZOLL Billing can consume a standard 835 file from Waystar for electronic payment posting. We also can automatically bring in any new 835 files from Waystar, so users do not have to go to Waystar to download and then upload the 835 into ZOLL Billing.

- **Rejection or error notification**

The history of a claim is recorded in several ways and most users enjoy the Billing Lifecycle visualization of a claim's life by payer. See figure 1 below. There is also a direct connection to the clearinghouse that allows you to see submissions, rejections, denials, and payments as well as a Submission History that will show you a table of submissions to the clearinghouse, facility, or patient.

Figure 1:

Coordination of benefits				Billing lifecycle				Submission history				Audit trail				Notes				Attachments			
Date				Rose Medical (Primary)				Patient															
08/02/2021 7:49 PM								Incomplete															
08/02/2021 7:52 PM				Incomplete																			
08/02/2021 7:53 PM				Queued for submission																			
08/02/2021 7:54 PM				Submitted																			
08/02/2021 7:55 PM				Credit posted																			
08/02/2021 7:55 PM				Closed																			

- **Integration with our collections vendor and the ability to reconfigure should that vendor change in the future.**

Collections information can be exported from ZOLL Billing in various formats, including CSV, Excel, or Word.

- **Integration with our invoice print vendor and the ability to reconfigure should that vendor change in the future.**

Patient statements are automatically sent to the included patient statement vendor, either Payground or Waystar, on a routine based upon the statement schedule that you choose. There is no user intervention required to send statements on a regular basis. If you choose to take advantage of the Payground Payment Portal, you may download payment reports to post Patient Payments and record Payment Plans in ZOLL Billing.

- **Integration with specialty vendor for Auto and worker's comp claims**

Yes. ZOLL Billing will support specialty vendor integration for Auto and Workers' Comp claims. Our in-house specialty claims management module is scheduled for release in fall 2025, which will eliminate the need for third-party specialty vendors. Until then, we provide export capabilities in multiple formats (CSV, Excel, Word) and claim tagging features for efficient management of these specialized claim types.

Provide in your proposal if the additional features below are possible with your proposed solution:

- **Built-in demographics scrubbing**

Yes. Our AR Boost tools are included and built into the billing workflow. This includes Demographic Verifier to ensure patient details are complete and accurate, Insurance Discovery and Verification to make sure the claims go to the right payor the first time, and Propensity to Pay scoring for all self-pay customers to allow the billing team to prioritize these claims effectively.

- **Compact view of customer record for easy selection and review**

ZOLL Billing provides an intuitive user interface for managing patient information. The patient record screen consolidates essential information including demographics, insurance details, and claim history. We display patient information in a readable format along with NEMESIS data elements and attachments without requiring native PCR software. This streamlined approach enhances productivity when reviewing records or selecting patients for claim processing.

- **Customer self-service payment portal**

ZOLL Billing offers third-party credit card processing and payment portal options via Payground for an additional transaction fee of 3.5%.

Milestones

- **Infrastructure Configuration**

ZOLL Billing's implementation begins with setting up your ZOLL Online account and enabling ZOLL Billing services. Our cloud-based deployment requires minimal infrastructure configuration on the County's part. The implementation process includes:

- Creation of your dedicated ZOLL Billing instance
- Configuration of user authentication mechanisms
- Setup of integration points with the clearinghouse (Waystar)
- Configuration of system access controls

This cloud-based approach eliminates the need for on-premise hardware installation while ensuring enterprise-grade security and performance.

- **Solution Implementation**

Our implementation approach follows a structured, proven methodology that ensures thorough configuration of ZOLL Billing to meet Pinellas County's specific needs. The implementation process includes:

1. **Discovery and Planning:** Detailed needs assessment to understand current billing processes, pain points, and specific requirements
2. **System Configuration:** Setup of charge categories, payer rules, user roles, and customized workflows
3. **Integration Setup:** Configuration of connections with NEMESIS data sources, clearinghouse, and other third-party systems
4. **Data Migration:** Structured approach to migrate essential data
5. **Validation and Testing:** Comprehensive testing of all configured components and workflows
6. **Knowledge Transfer:** Thorough training for system administrators and end users
7. **Go-Live Support:** Dedicated resources during the transition to ensure continuity of operations

Throughout implementation, a dedicated Project Manager serves as your single point of contact, coordinating all activities and ensuring alignment with your objectives and timeline.

- **Data Migration Capabilities**
 - **What data types can be migrated (Claims, Transactions, Patients, Payors, Patient Pays, etc.)**
 - **Migration approach and methodology**

Our Project Managers will work with Pinellas County to determine appropriate data migration needs and establish the proper connectivity between systems. Our data migration approach focuses on ensuring critical billing information is transferred accurately while maintaining data integrity throughout the process.

- **Training (NOTE: training and installation may occur simultaneously on a timeline, but training for users and system administrators must be completed prior to go-live).**
- **Time for load testing and business continuity testing should be included in timeline.**
- **Cutover and day one activities.**

Please see *Exhibit 2– ZOLL Billing Training and Implementation* for a detailed description of our training approach and a sample timeline prepared for Pinellas County,

TAB D: Past Experience/Case Studies

1. Company profile – Include years in business and any accolades

ZOLL Data Systems brings extensive experience in the healthcare technology industry, with roots dating back to 1993. Originally founded as Pinpoint Technologies, the company became a leader in emergency software solutions before merging with ZOLL Medical Corporation in 1999. The organization was later rebranded as ZOLL Data Systems, Inc. in 2004.

Our commitment to innovation in the EMS industry continued with the strategic acquisition of Golden Hour in 2019 and the inclusion of emsCharts in our Software as a SaaS, further strengthening our ability to deliver comprehensive solutions to emergency services organizations.

With over 30 years of experience serving the EMS industry, ZOLL Data Systems has established itself as a trusted partner for agencies of all sizes across North America. Our ZOLL Billing solution represents the culmination of decades of industry expertise, designed specifically to address the unique challenges faced by ambulance billing operations.

ZOLL Data Systems is part of ZOLL Medical Corporation, which in turn is a subsidiary of Asahi Kasei Corporation, a publicly traded company. This strong corporate structure provides the stability and resources necessary to continue advancing our technology and supporting our customers' evolving needs.

2. Customer references – Include customer volume and revenue details

References are included in detail in Attachment A – General Questionnaire and are included below.

Community Ambulance Service, Zanesville

Contact: Brad Gibson
Phone: (740) 454-6800 x 8869
Email: bgibson@genesishcs.org

ACV: 50,000

Community Ambulance, CA

Contact: Brian Anderson – VP of Administration
Phone: (702) 438-9100
Email: banderson@communityambulance.com

ACV: 100,000

Coastal Health Systems of Brevard, Inc.

Contact: Brooke Taylor - Chief

Phone: (321) 633-7050

Email: brooket@coastalhealth.org

ACV: 24,000

3. Detailed case studies of implementations similar to what Pinellas County requires

While formal case studies are not included in this response, we invite Pinellas County to engage directly with our reference clients who have undergone similar implementations to what you are planning. As your current provider through RescueNet Billing, we have a unique understanding of your specific operations and can ensure a seamless transition to our cloud-based ZOLL Billing solution.

The references provided represent organizations similar to Pinellas County who have successfully implemented ZOLL Billing and can speak directly to their experience with:

- Implementation process and timeline
- Training effectiveness and user adoption
- Improvements in billing efficiency and collections
- Ongoing support quality

We would be happy to facilitate conversations with these references at your convenience, allowing you to hear firsthand accounts of successful implementations comparable to your requirements. Additionally, your Account Manager can provide more specific details about similar implementations upon request.

As your current provider, we can offer a more tailored transition plan than would be possible with any other vendor, building on our established relationship and deep understanding of your existing workflows and processes.

TAB E: Budget Breakdown

1. All one-time costs for the initial 5-year contract term:

- Software licensing/implementation, Data migration, Training, Other one-time costs

2. All recurring costs for the initial 5-year contract term:

- Annual subscription/maintenance fees, Support fees, Other recurring costs

3. Post-implementation support options with annual costs:

- End user support options and details, System administrator support options and details, If other 3rd party costs are involved, please indicate

ZOLL Billing is an **all-inclusive** SaaS solution priced at \$4.63 per claim – which includes **Benefits of ZOLL Billing**.

- All Inclusive claim includes:
 - Clearinghouse fees for unlimited submissions and eligibility
 - Postage
 - Printing
 - Demographic Verifier
 - Insurance Discovery
 - Insurance Verification
 - Self-Pay Analyzer
 - Unlimited concurrent users
 - Implementation
- Increase productivity and revenue with automated workflows that enable you to process more claims
- Cloud-based billing eliminates IT overhead while delivering benefits like automatic updates and secure 24/7 access from any device.
- Track cash flow in real-time.
- Payments visibility feature enables quick and accurate predictions about claim reimbursement value and timing.
- Analytics shed light on how to receive payments faster without the hassle.
- Rules-based and automated workflows build logical and efficiency in with fewer keystrokes, less memorization, and fewer manual tasks.
- Built-in Medicare fee schedule updates.

EXHIBIT E

ORDER Q-96570

11802 Ridge Parkway, Suite 400
 Broomfield, Colorado 80021-5059
 (303) 801-0000 (main)
 (800) 474-4489 (toll free)
www.zolldata.com

Bill To: Pinellas County EMS Authority 12490 Ulmerton Road Largo, FL 33774 Email for Notices: Carrie Campbell, cacampbell@pinellas.gov	Ship To: Pinellas County EMS 12490 Ulmerton Road Largo, FL 33774
Territory Manager: Kayleb Bowes	Offer Expires: 11/28/2025

SaaS								
Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	* Monthly Fee
ZOBILL1	HL	ZOLL Billing	15417	Claim	\$5.14	10%	\$4.63	\$71,319.04

Professional Services								
Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Fee
ZBIMP	---	ZOLL Billing Implementation Day (Excludes T&E)	4	Day	\$1,500.00	--	\$1,500.00	\$6,000.00

PROFESSIONAL SERVICES FEES: \$6,000.00
 * MONTHLY FEES: \$71,319.04
 * **TOTAL FEES FOR INITIAL TERM:** \$4,285,142.52

ZOLL AR Boost. ZOLL AR Boost is part of ZOLL Billing. The ZOLL AR Boost Addendum located at <https://www.zolldata.com/legal/arboost> is incorporated to the Order by this reference.

Term of Order. The term of this Order shall commence on the Order's Effective Date and shall remain in full force for sixty (60) months after the Monthly Fees Commencement Date or until termination of the Agreement, whichever occurs first. A party may avoid renewal by providing notice of termination to the other party. Unless the Agreement is terminated, the Agreement will automatically renew for successive months. The Order's Initial Term plus any renewals is the Order's "**Term.**" THE PARTIES ACKNOWLEDGE THAT CUSTOMER IS INITIALLY FUNDING THIS AGREEMENT FOR SIXTY (60) MONTHS FROM THE EFFECTIVE DATE. ZOLL WILL INVOICE CUSTOMER FOR THE PERIOD FOLLOWING FUNDING APPROPRIATION EXPIRATION APPROXIMATELY THIRTY (30) DAYS PRIOR TO THE END OF THE THEN-CURRENT TERM. CUSTOMER AGREES TO NOTIFY ZOLL OF TERMINATION OF THE AGREEMENT, OR TO APPROPRIATE ADDITIONAL FUNDING TO CONTINUE TO PURCHASE THE SAAS, PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM IN ORDER TO TERMINATE THIS ORDER. ZOLL WILL CONTINUE TO PROVIDE SAAS, AND CUSTOMER AGREES TO CONTINUE TO APPROPRIATE AND PAY SAAS FEES AND EXPENSES, UNTIL THE ORDER IS TERMINATED.

Total Compensation and Pricing. The County agrees to pay ZOLL the Fees (subject to the Adjustment-to-Fees paragraph below) and Expenses during the Term. ZOLL will invoice Customer for the sum of any Professional Services Fees listed above for the deployment of the SaaS listed above upon completion of the Professional Services for which such Professional Services Fees are payable. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services and other Expenses. Additionally, ZOLL will invoice Customer upon the earlier of the Deployment Date or **one hundred and fifty (150)** days after the Effective Date (the "**Monthly Fees Commencement Date**") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees for such SaaS (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees paragraph below. Monthly Fees are payable in advance for each month of SaaS ("**Monthly Service Period**"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly

EXHIBIT E

Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee. Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.

* **Adjustments-to-Fees.** Fees for the SaaS are subject to adjustment as set forth below, with usage measured against the Unit in the Order:

SaaS	Audit Period	Threshold	Adjustment
ZOLL Billing	Annually following the Monthly Fees Commencement Date	110% of annual Order Quantity	If actual annual usage of the applicable SaaS exceeds the Threshold, then Customer will pay for actual usage above the annual Order Quantity times the Unit Price.* If actual annual usage is more than 10% below annual Order Quantity, then ZOLL will issue a credit in the amount of 10% of the annual Order Quantity times the Unit Price. The Order Quantity for future months will automatically adjust to the average actual monthly usage during the Audit Period (or a subset of the Audit Period if such subset more accurately reflects projected future usage) as determined by the audit; provided that the Order Quantity will not decrease by more than 10%. The audit will exclude any Exclusions listed as a line-item in an Order, and Exclusions will be increased or decreased pro rata with adjusted Order Quantity following an audit.

Unspecified Funding. The County may use the unspecified funds for any additional Ambulance Billing Software goods or services. There is no guarantee that the total funds allotted will be utilized during the performance of this contract. Any goods or services using unspecified funds must be approved by the County Representative in writing prior to work commencing. Contractor will be required to provide a quote prior to County Representative approval, and neither party will be bound until both parties have signed a contract amendment or additional Order.

Contractor Notice Address:

ZOLL Data Systems, Inc.
Attn: Legal Department
11802 Ridge Parkway, Suite 400
Broomfield, CO 80021
Email: AccountsReceivable@zoll.com

Customer Notice Address:

Safety & Emergency Services Department
Attn: Carrie Campbell, Project Coordinator
12490 Ulmerton Road

Largo, FL 33774

Email: cacampbell@pinellas.gov

EXHIBIT F - Business Associate Addendum

1. Applicability

This Business Associate Addendum (this “**Business Associate Addendum**”) applies to any Order and the Agreement between the COUNTY (“**Covered Entity**”) and CONTRACTOR (“**Business Associate**”) in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“**PHI**”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as “**HIPAA**”). Terms used but not otherwise defined in this Business Associate Addendum will have the same meaning as those terms in HIPAA and the Agreement, as applicable; provided that PHI will refer only to protected health information of Covered Entity unless otherwise stated.

2. Compliance and Agents

To the extent it has access to PHI, Business Associate will fully comply with the requirements of this Business Associate Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Business Associate Addendum.

3. Use and Disclosure; Rights

Business Associate will not use or disclose PHI except as permitted under this Business Associate Addendum, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it: (A) to perform its obligations under this Business Associate Addendum; (B) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement; or (C) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (Y) the disclosure is required by law; or (Z) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards

Business Associate will develop, document, use and keep current appropriate procedural, physical and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Business Associate Addendum.

5. Minimum Necessary

Business Associate will limit any use, disclosure or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.

6. Report of Improper Use or Disclosure

Business Associate will report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Business Associate Addendum and any security incident of which it becomes aware. Business Associate will, within fifteen (15) days following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach. The notice will include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Addendum.

7. Individual Access

In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate will make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI

Business Associate will make available for amendment PHI in a designated record set and will incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. Accounting

Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. DHHS Access to Books, Records and Other Information

Business Associate will make available to the U.S. Department of Health and Human Services ("DHHS"), Business Associate's 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 for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions

Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. HITECH Act Compliance

Covered Entity and Business Associate will comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13. Term

This Business Associate Addendum will take effect on the effective date of the Agreement and will continue in effect unless and until either party terminates this Business Associate Addendum or the Agreement.

14. Breach; Termination; Mitigation

If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Business Associate Addendum, Covered Entity and Business Associate will take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Business Associate Addendum. Business Associate will take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

For avoidance of doubt, in case of a data breach (as defined by HIPAA or analogous state law, including a breach of security by a third-party agent as defined by Fla. Stat. § 501.171), ZOLL will notify Customer within fifteen (15) calendar days of discovery and provide information for Customer to comply with notice requirements as reasonably soon after as possible. The parties agree that the cost of notices required to be sent to affected individuals, when caused by ZOLL's material breach of the Business Associate Addendum and a less costly form of notice is not available under applicable law, is a type of direct damage. In addition, the parties agree that the cost of regulatory fines imposed by the DHHS Office of Civil Rights on Covered Entity for a violation of HIPAA, when caused by Business Associate's material breach of the Business Associate Addendum, is also a type of direct damages.

15. Return of PHI

Business Associate will, upon termination of this Business Associate Addendum, and if feasible: (A) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (B) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Business Associate Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. Deidentified Health Information

Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

17. Survival

All representations, covenants and agreements in or under this Business Associate Addendum will survive the execution, delivery and performance of this Business Associate Addendum.

18. Further Assurances; Conflicts

Each party will in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Business Associate Addendum. The terms and conditions of this Business Associate Addendum will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect. Any ambiguity in this Business Associate Addendum with respect to the Agreement will be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Business Associate Addendum.

19. Applicable Law

The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Business Associate Addendum and may affect the parties' obligations under this Business Associate Addendum. The parties agree to take such action as is necessary to amend this Business Associate Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.