

Memorandum



Date: July 18, 2023

Agenda Item No. 8(P)(1)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Recommendation for Approval to Award a Bid Waiver Contract for Electronic Patient Care Reporting System (ePCR)

Summary

This item is for the award of a bid waiver contract for a new Master Subscription and License Agreement with Saffire Software, d/b/a MetroPCR (MetroPCR) for the Miami-Dade Fire Rescue Department (MDFR). Since 2012, MDFR has utilized an electronic patient care report system (ePCR) called SafetyPad on their Android tablets. SafetyPad has been used to collect, reference, communicate, and exchange patient information with first responders, hospital staff, and other local agencies throughout the course of an emergency medical service call while a patient is being treated and transported by MDFR. Additionally, SafetyPad complies with the regulations mandated by Florida Statute, Chapter 401, Medical Telecommunications and Transportation by utilizing the National EMS Information System (NEMSIS).

NEMSIS is the national system used to collect, store, and share Emergency Medical Services (EMS) data from U.S. States and Territories. NEMSIS develops and maintains a national standard for how patient care information resulting from prehospital EMS activation is documented. This information is voluntarily submitted to the National EMS Data Repository at NEMSIS by State and Territory EMS Officials. NEMSIS is a collaborative system to improve prehospital patient care through the standardization, aggregation, and utilization of EMS data at local, state, and national levels. By utilizing SafetyPad, MDFR is not only in compliance with Florida Statutes, but is also eligible to be part of the Public Emergency Medical Transportation Reimbursement Program which enables MDFR to receive approximately \$8 to 9 million per year. NEMSIS is currently going through an upgrade which will require SafetyPad to be upgraded to ensure Version 3.5 compliance.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for award of Bid Waiver Contract No. BW-10321, *Electronic Patient Care Reporting System (ePCR)*, to Saffire Software, Inc. d/b/a MetroPCR for MDFR in the amount of \$950,000. This contract will replace Contract No. BW9463-2/26, which was awarded by the Board on January 26, 2012, for a five-year term with two, five-year, options to renew, in the amount of \$4,800,000 pursuant to Resolution No. R-93-12.

Approval of this bid waiver contract, by a two-thirds vote of the Board members present, is being requested pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code for the purchase of an electronic patient care reporting system.

Background

The original contract was awarded to Open Incorporated Inc., and subsequently assigned to ESO Solutions, Inc. (ESO) in August 2018. As part of the assignment, ESO agreed to continue supporting SafetyPad in accordance with the existing terms of the contract. In January 2023, ESO contacted MDFR and advised that as of January 2024, they will no longer be supporting SafetyPad and will not be upgrading SafetyPad to comply with the new NEMSIS standard. As an alternative, ESO asked MDFR to switch to ESO's proprietary ePCR application that complies with the new NEMSIS version. The discontinuation of support for SafetyPad places MDFR in a difficult position because ESO's proprietary ePCR application only runs on a Windows device or an internet browser and does not run on MDFR's Android tablets. Staying with ESO and transitioning to their current proprietary ePCR application would

require purchase of all new Windows-based tablets, accessories, configuration, Computer Aided Dispatch integration, and training, which is estimated to cost MDFR over \$1 million.

Upon notice from ESO, MDFR conducted market research and found seven major industry vendors that provide ePCR platforms. After considerable research, it was determined that MetroPCR was the only vendor that offered an ePCR that can run on MDFR’s Android devices. In addition to this, the ePCR provided by MetroPCR is fairly similar to SafetyPad and will require little to no training of staff. This was crucial to the decision because training the MDFR staff on a new application with a substantially different workflow would take approximately nine to twelve months.

The software and services this contract provide play a critical role in MDFR’s daily operations. Considering market conditions, the cost to replace Android tablets, configuration, implementation, training of staff, and the amount of time required to train said staff, and resoliciting for another ePCR System through a competitive solicitation process would not be practical at this time. Accordingly, it is in the County’s best interest to award this bid waiver contract pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code for the purchase of an electronic patient care reporting system.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the three-year term is \$950,000. The current contract, *BW9463-2/26*, is valued at \$4,800,000 for a term of 15 years and expires on January 31, 2027. The annualized allocation under the replacement contract is essentially the same as the current contract. The current contract will be terminated early for convenience once MDFR is transferred to the replacement contract.

Department	Allocation	Funding Source	Contract Manager
MDFR	\$950,000	Fire District	Marianela Betancourt
Total:	\$950,000		

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Saffire Software, Inc. d/b/a MetroPCR	1145 Audace Avenue Boynton Beach, FL	None	0	Josh Austin
			0 %	

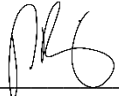
*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply as the services to be procured are not covered under the Ordinance.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 18, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present , 2/3 membership , 3/5's , unanimous , CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) , CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) , or CDMP 9 vote requirement per 2-116.1(4)(c)(2)) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)
7-18-23

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AWARD OF A BID WAIVER CONTRACT PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO. BW-10321 FOR THE PURCHASE OF AN ELECTRONIC PATIENT CARE REPORTING SYSTEM TO SAFFIRE SOFTWARE, INC. D/B/A METROPCR IN AN AMOUNT NOT TO EXCEED \$950,000.00 FOR A THREE-YEAR TERM FOR THE MIAMI-DADE FIRE RESCUE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to award a bid waiver contract under Contract No. BW-10321, in substantially the form attached and made a part hereof, for the purchase of an Electronic Patient Care Reporting System to Saffire Software, Inc. dba MetroPCR in an amount not to exceed \$950,000.00 for the three-year term for the Miami-Dade Fire Rescue Department, pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1 of the County Code, by a two-thirds vote of Board members present.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|----------------------------------|----------------------|
| Oliver G. Gilbert, III, Chairman | |
| Anthony Rodríguez, Vice Chairman | |
| Marleine Bastien | Juan Carlos Bermudez |
| Kevin Marino Cabrera | Sen. René García |
| Roberto J. Gonzalez | Keon Hardemon |
| Danielle Cohen Higgins | Eileen Higgins |
| Kionne L. McGhee | Raquel A. Regalado |
| Micky Steinberg | |


The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Michael B. Valdes

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS MASTER SERVICES AND LICENSE AGREEMENT (“**Agreement**”) begins on _____ (“**Effective Date**”) by and between Saffire Software DBA MetroPCR, a Florida corporation with its offices located at 1145 Audace Ave, Suite 101 Boyton Beach FL 33426 (“**MetroPCR**”) and Miami-Dade County, a political subdivision of the State of Florida, having its principal office located at 111 NW 1st Street, Miami, Florida 33128 (“**Licensee**”, “**Miami-Dade County**”, or the “**County**”). MetroPCR and Licensee may be individually referred to as a “**Party**” or collectively as “**Parties**.”

WHEREAS, MetroPCR has offered to provide an electronic patient care reporting system (ePCR), on a non-exclusive basis, that shall conform to the Scope of Services (see Exhibit A), and all associated addenda and attachments, incorporated herein by reference, and the requirements of this Agreement; and

WHEREAS, the County desires to procure from MetroPCR such ePCR for the County, in accordance with the terms and conditions of this Agreement,

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

1.0 TERM.

1.1 Duration. This Agreement and the license granted hereunder shall take effect on the dates of the Parties execution, whichever is later, and shall continue through the last day of the thirty-sixth month, thereafter. The Licensee may extend this Agreement for up to an additional one hundred-eighty (180) calendar days beyond the current Agreement period. If the Licensee wishes to extend the agreement, such notice must be given at least 60 days prior to the end of each term. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the parties, upon approval by the Miami-Dade County Board of County Commissioners.

1.2 Maintenance Agreement Term. The Maintenance Agreement set forth on the attached Exhibit A shall remain in effect under the Pricing Model noted in Exhibit B until otherwise terminated as provided for in Section 7.0 below.

2.0 LICENSE GRANT.

2.1 MetroPCR ePCR. Licensee wishes to license from MetroPCR, and MetroPCR wishes to license to Licensee, a non-exclusive license for an electronic patient care reporting system and other software products and on-going maintenance and services associated with such software products, as henceforth provided.

2.2 License. MetroPCR grants a license to Licensee to use MetroPCR’s electronic patient care reporting software (the “**Software**”) along with the Licensee’s performance of its emergency response activities during the term of this Agreement. Except as otherwise provided herein, Licensee may not assign, convey, license, re-license, sell, grant, distribute or otherwise transfer this license to any other entity. This agreement is subject to the use provisions contained herein.

2.3 Unauthorized uses. During the term of this Agreement, Licensee shall notify MetroPCR promptly of all unauthorized uses of the Software of which Licensee becomes aware. Licensee acknowledges

MetroPCR's ownership of the Software and shall not claim adversely to MetroPCR or assist any third party in attempting to claim adversely to MetroPCR, with regard to such ownership.

2.4 Sole Owner and Proprietary Rights. Licensee acknowledges that MetroPCR is the sole owner of the Software and all associated rights. Nothing in this Agreement shall give Licensee any right, title or interest in or to the Software other than those expressly noted within the agreement. Licensee and MetroPCR agree that MetroPCR owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software, and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by MetroPCR, Licensee, or any third party.

3.0 FEES AND ACCEPTANCE.

3.1 Fees. The Licensee is obligated to make payment to MetroPCR for the Software license and any other related services as outlined in Exhibit B. The prices and fees stated are deemed to be the maximum amount for the initial term of the Agreement. Any further additional services required will be subject to payment as per the Pricing and Maintenance schedule, which is included as Exhibit C.

3.2 Software Acceptance. The Licensee acknowledges that the software will be deemed as "accepted", and MetroPCR will start charging from the agreed "go-live" date or when the Licensee submits 100 or more billable records through the MetroPCR system for billing, whichever comes first. In this context, the "go-live" date is specified by the Licensee and refers to the date on which the Licensee accepts the software.

3.3 Archival Charge. Licensee agrees to pay MetroPCR a per record, per month fee as noted in Exhibit C ("Archival Data Storage > 84 months"). This fee is for all records within the MetroPCR database older than 84 months regardless of whether they were imported from a previous system or created using the MetroPCR system. Upon written notification to MetroPCR, Licensee may export and save all records older than seven (7) years to a Licensee designated storage location to avoid the archival data storage monthly fee. Licensee may also notify MetroPCR to destroy all Protected Health Information (PHI) received from, or created or received by either Party on behalf of the other Party at no expense to the Licensee. If the license chooses to have MetroPCR continue to store the records, an archival data storage fee will be submitted to Licensee for payment.

3.5 Payment. MetroPCR may bill the Licensee periodically, but not more than once per month, upon invoices certified by MetroPCR pursuant to Exhibit C. All invoices shall be taken from the books of account kept by MetroPCR, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Licensee, shall show the Licensee's contract number, and shall have a unique invoice number assigned by MetroPCR. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations

shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by MetroPCR to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to MetroPCR under this Contract. Such retained amount shall be applied to the amount owed by MetroPCR to the County. MetroPCR shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to MetroPCR for the applicable payment due herein. Invoices and associated back-up documentation shall be submitted electronically in PDF Format by MetroPCR to the County as follows:

Miami-Dade County, Finance Department
C/O Miami-Dade Fire Rescue Department
Attn: Shared Services Payable Unit
Email: invsbup@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

4.0 TERMS OF USE.

4.1 Marketing. Licensee shall not use the Software or any other MetroPCR product for its own marketing, sales, or other ancillary use without express written permission from MetroPCR. MetroPCR will be able to list licensee on its website, social media and marketing material but exclude the use of its logo or any mention of an endorsement.

4.2 Ownership and Database Reports. All patient care reports belong to the Licensee and by virtue of this Agreement MetroPCR acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use the Licensee's original data for its own purposes. MetroPCR owns its proprietary database.

4.3 Anonymized Data. Notwithstanding any provision herein, MetroPCR may use, reproduce, license, or otherwise exploit Anonymized Data; provided that Anonymized Data does not contain and is not P.H.I. "Anonymized Data" refers to Licensee Data with the following removed: personally identifiable information and the names, addresses of Customer and any of its Users and/or Customer's clients.

5.0 CONFIDENTIAL INFORMATION.

5.1 Compliance with Law. Licensee shall comply with any applicable local, state and federal laws pertaining to the protection of trade secrets then in effect and applicable to businesses and/or government agencies. MetroPCR shall comply with Florida Statute Chapter 688 "Uniform Trade Secrets Act".

5.2 Use of Confidential Information. To the extent permitted by Florida Constitution Article I, Section 24 and Chapter 119, Florida Statutes, as amended, the Confidential Information of each Party will remain the property of that Party. No licenses or transfers of ownership or other rights are expressed or implied by this Agreement, except that the Parties may use the Confidential Information for the purposes contemplated by this Agreement. The Confidential Information shall not be used by the Parties, directly or indirectly, for any purpose other than the purposes set forth in this Agreement. In addition, at no time shall the Confidential Information provided by the disclosing Party be utilized directly or indirectly by the receiving Party contrary to

the business interests of the disclosing Party or contrary to the intellectual property rights of the disclosing Party. The disclosing Party specifically prohibits and does not grant any right to the receiving Party to disassemble or reverse engineer or decompile or otherwise fragmentize and recompile the Confidential Information. The Parties are each the individual owners of trade secrets, copyrights, patent rights and other intellectual confidential rights in and to certain products, software, and technology (the "Confidential Information"). The Parties have or will disclose to one another the Confidential Information for the purposes contemplated by this Agreement. Each Party has or will receive the Confidential Information under the terms and conditions of this Agreement.

5.3 Return of Confidential Information. Upon termination of this Agreement, or upon the request of the disclosing Party to whom the Confidential Information belongs, the Confidential Information shall be returned to the disclosing Party, including all equipment, software, technical materials, copies, notes, memoranda or other material related thereto. No copies of the Confidential Information shall be retained by the other Party or any person or entity under its direction and control.

5.4 Protection of Information. The Parties shall each take all necessary action to protect the confidentiality of the Confidential Information of the other Party, shall hold it in strict confidence, and shall not disclose or publish or permit the disclosure or publication of it to any person or entity except as provided for in this Agreement. Without limiting the generality of the foregoing, each Party agrees to use at least the same degree of care to avoid unauthorized disclosure, use or publication of the Confidential Information as it employs with respect to its own confidential information. The Parties may disclose the Confidential Information to their own employees and agents, and to others for whom it is reasonably necessary to disclose for the purposes of this Agreement; provided, however, said persons shall be advised of the provisions of this Agreement and shall agree in writing to be bound by these provisions.

6.0 HIPAA.

6.1 The Parties shall will comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"). The parties agree to the following:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Ensure that any agents or subcontractors to whom the parties provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Parties with respect to such PHI;
- c. Report to the other Party any use or disclosure of PHI not provided for by this Agreement of which either Party becomes aware;
- d. Make PHI available to either Party and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by either Party regarding the individual;
- e. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- f. At the termination of the Agreement, return or destroy all PHI received from, or created or received by either Party on behalf of the other Party, and if return is infeasible, the protections of this Agreement will extend to such PHI.

6.2 The specific uses and disclosures of PHI that may be made by either Party on behalf of the other Party include:

- a. Uses required for the proper management of the parties as business associates or other uses or disclosures of PHI as permitted by the HIPAA privacy rule;
- b. The submission of supporting documentation and data extract files securely transmitted to carriers, insurers and other payers to substantiate the health care services provided by the Parties to its patients or to appeal denials of payment for same.

7.0 TERMINATION.

7.1 Events of Default. Either Party may terminate this Agreement or the licenses granted herein upon the occurrence of one or more of the following "Events of Default" by the other Party:

- a. A Party becoming insolvent or subject to direct control by a trustee, receiver or similar authority.
- b. MetroPCR attempts to meet its contractual obligations with the Licensee through fraud, misrepresentation, or material misstatement. If MetroPCR attempts to meet its contractual obligations through fraud, misrepresentation, or material misstatement, MetroPCR may be debarred from Miami-Dade County contracting in accordance with the County debarment procedures. Metro PCR may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Miami-Dade County Code.
- c. A Party becoming subject to any bankruptcy or insolvency proceeding under federal or state law; or liquidation of a Party's business operations.
- d. Violation of any material provision of this Agreement.
- e. Licensee's failure to timely make any payments hereunder as set forth in Section 3.5 of this Agreement.
- f. MetroPCR has failed to obtain the approval of Miami-Dade County where required by this Agreement.
- g. MetroPCR fails to comply with Miami-Dade County's User Access Program as set forth in Article 27 of this Agreement.

7.2 Notice of Breach and Time to Cure. In case of an Event of Default, the non-breaching Party shall provide written notice to the breaching Party of the Event of Default and allow the breaching Party thirty (30) days from receipt of notice to cure said breach prior to the non-breaching party having the right to terminate this Agreement.

7.3 Licensee Termination. Notwithstanding Section 7.1, Licensee may terminate this Agreement, in its sole discretion, at any time, by giving written notice to MetroPCR at least sixty (60) days prior to the effective date of such termination. In the event of such termination, Licensee shall pay to MetroPCR compensation for all services rendered and approved, and all expenses incurred up to the effective date of termination, including implementation fees and training expenses. Licensee shall not be liable to MetroPCR for additional compensation or expenses incurred after the effective date of termination, other than as provided

herein. In no event shall Licensee be liable for any consequential or incidental damages.

7.4 Removal of Software. Within thirty (30) days after termination of this Agreement, Licensee shall (i) delete or destroy all other copies of the Software, and (ii) deliver to MetroPCR a notification, in writing signed by an officer of Licensee, that the Software has been removed and use of the Software has been discontinued (the "Termination Procedure"). The Termination Procedure shall include and extend to MetroPCR mobile, MetroPCR Control Center and any other MetroPCR-related application. Continued use of any MetroPCR-related product after termination will result in Licensee remaining subject to continued maintenance fees as noted in Exhibit B.

7.5 Export of Patient Care Reports. Upon termination of this Agreement, Licensee shall utilize the features within MetroPCR 'Control Center' to export its own data in .pdf form, along with a corresponding data file (.xml). Proper planning must occur to ensure all data transfer occurs prior to the thirty (30) day period set forth above. Upon Licensee confirming receipt and reconciliation of all patient care reports, MetroPCR shall return, erase, destroy, or render unreadable all Licensee data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and upon request from Licensee, certify in writing that these actions have been completed.

8.0 INDEMNIFICATION

8.1 MetroPCR shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by MetroPCR or its employees, agents, servants, partners principals or subcontractors. MetroPCR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. MetroPCR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by MetroPCR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

8.2 Indemnification Procedures. Promptly after receipt by Licensee of notice of any demand, action, proceeding, claim or potential claim (collectively, a "Claim"), which would give rise to a right to indemnification, the Licensee shall give MetroPCR written notice describing the Claim in reasonable detail. MetroPCR shall at its own expense and by counsel approved by the Licensee, compromise or defend any such matter involving the Claim. If MetroPCR shall undertake to compromise or defend any such Claim, it shall promptly notify the Licensee of its intention to do so, and the Licensee shall cooperate fully with MetroPCR and its counsel in the compromise of, or defense against, any such Claim. All costs and expenses incurred in connection with such cooperation (other than the cost of internal personnel, and the fees and expenses of any attorneys, of the Licensee) shall be borne by MetroPCR.

8.3 Software Indemnification. To the extent permitted by law, MetroPCR agrees to indemnify and hold the Licensee and its officers, directors, employees, consultants, agents and subcontractors harmless against any and all losses, damages, liabilities, claims, demands, suits, or causes of action, including attorneys' fees and expenses of defending against such claims demands, suits, or causes of action, resulting from (i) third-party claims for violations of patent rights or other intellectual property rights against the Licensee or its customers, arising out of the Software licensed pursuant to this Agreement, or (ii) third-party claims based on defects or non-performance of the Software, or breach of warranty, or representations made by MetroPCR.

9.0 ASSIGNMENT. Neither Party shall assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiary, affiliated entity or third party, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without prior written consent from the other Party.

10.0 UNCONTROLLABLE FORCES. Neither party to the agreement shall be considered to be in default in performance of any of its obligations under the agreement, except to make payment, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any of its obligations under the agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

11.0 INSURANCE. MetroPCR shall furnish to Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation as required by Florida Statute 440.
- B. Commercial General Liability, in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate including Products/completed operations. **Miami-Dade County must be included as an additional insured for both on-going and completed operations**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability in an amount not less than \$2,000,000 each occurrence 4,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products to include compliance with the Health Insurance Portability and Accountability Act of 1996, Subtitle F- Administrative Simplification. Sections 261 et seq as amended ("HIPAA")
- E. Cyber Liability for a minimum of \$2,000,000 each occurrence, \$4,000,000 General aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW1ST STREET SUITE 2340
MIAMI, FL 33128

12.0 COMMUNICATIONS. All notices or other communications pertaining to this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other Party at the address indicated herein or to such other address as a Party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

If to: **MetroPCR**

MetroPCR
3433 Sprindeltree Drive
Grapevine TX 76051

Email: scott.streicher@metropcr.com
Phone: 703-624-6059

If to: **LICENSEE**

a) To the Project Manager
Miami-Dade County
Miami-Dade Fire Rescue EMS Division
Attn: Chief Shanti Hall
Phone: 786-331-4402
Email: Shanti.Hall@miamidade.gov

b) To the Contract Manager
Miami-Dade County
Strategic Procurement Department
Attn: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: CPO@miamidade.gov

13. DISPUTE RESOLUTION MetroPCR hereby acknowledges that the Licensee's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation; questions as to the interpretation of the scope of services; and claims for damages, compensation and losses.

a) MetroPCR shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of

whether MetroPCR agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- b) MetroPCR must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that MetroPCR and the Project Manager are unable to resolve their difference, MetroPCR may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- c) In the event of such dispute, the Parties authorize the Miami-Dade County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- d) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether MetroPCR's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by MetroPCR to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, MetroPCR reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- e) This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in a state court of competent jurisdiction in Miami-Dade County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to personal jurisdiction of the aforementioned courts and irrevocable waive any objections to said jurisdiction. **THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT.**

14.0 SEVERABILITY. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the Licensee's state, the validity of the remaining portions or provisions shall not be affected thereby. The failure on the part of either Party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

15.0 SURVIVAL. The representations and warranties of MetroPCR and the agreements and covenants set forth in this Agreement shall survive the termination hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Licensee. Sections 5.0, 7.0, 11.0, 13.0, 16.0, 28.0 shall survive the termination of this Agreement.

16.0 PUBLIC RECORDS. MetroPCR shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of MetroPCR upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF METROPCR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO METROPCR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

17.0 COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

18.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. MetroPCR understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, ethics, funding, lobbying, record keeping, etc. Licensee and MetroPCR agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

18.1 MetroPCR further agrees to include in all of MetroPCR's agreements with sub-consultants for any Services related to this Agreement this provision requiring sub-consultants to comply with and observe all applicable federal, state, and local laws rules, regulations, codes and ordinances, as they may be amended from time to time.

19.0 NONDISCRIMINATION. During the performance of this Agreement, MetroPCR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on

housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, MetroPCR attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If MetroPCR or any owner, subsidiary or other firm affiliated with or related to MetroPCR is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if MetroPCR submits a false affidavit pursuant to this Resolution or MetroPCR violates the Act or the Resolution during the term of this Agreement, even if MetroPCR was not in violation at the time it submitted its affidavit.

20.0 WAIVER. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

21.0 ADDITIONAL SOFTWARE. This applies to updates or supplements to the original Software Product provided by MetroPCR unless MetroPCR provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms provided along with the update or supplement will prevail. Without limitation to the preceding terms, Licensee agrees to be bound by the terms of the SOTI MobiControl User License Agreement (“**SOTI MobiControl EULA**”). The complete terms of the SOTI MobiControl EULA are hereby incorporated by reference, and may be reviewed at:

<https://soti.net/media/4106/mobicontrol-v15-software-license-agreement.pdf>

<https://soti.net/media/5830/2021-11-29-soti-one-general-software-terms-of-use.pdf>

22.0 WARRANTY. MetroPCR warrants to Licensee that the MetroPCR Software will perform substantially as described in the product demonstrations and field testing when first delivered or made available for access or use by Customer. If Customer notifies MetroPCR of Defects within five (5) days after Customer's first access or use, and those defects are verified by MetroPCR, as Customer's sole and exclusive remedy, MetroPCR will remedy or replace the defective MetroPCR Software. A "Defect" occurs when in the course of proper use, the Software does not perform in any material respect in the manner it was intended unless the Defect is caused by the improper use or unauthorized amendment of the Software by the Customer or anyone acting with the authority of the Customer. Customer's remedy for breach of this limited warranty will be limited to the foregoing replacement or refund and will not encompass any other damages. No dealer, distributor, agent or employee of MetroPCR is authorized to make any modification or addition to the warranty and remedies stated herein. Notwithstanding these limited warranty provisions, all of MetroPCR's obligations with respect to such warranties will be contingent on Customer's use of a Product in accordance with this Agreement and in accordance with MetroPCR's instructions as provided in the Product Training and or Documentation as such instructions may be updated from time to time.

EXCEPT AS SPECIFICALLY STATED IN THIS MASTER SERVICES AND LICENSE AGREEMENT, METROPCR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATING TO THESE SOFTWARE AND HOSTING TERMS, A PRODUCT OR ANY CONTENT PROCESSED THROUGH OR GENERATED BY A PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

METROPCR MAKES NO WARRANTY THAT A PRODUCT WILL BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS.

23.0 THIRD-PARTY SERVICES. The ePCR may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services. The Licensee acknowledges and agrees that MetroPCR shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to the Licensee or any other person or entity for any Third-party Services. The Licensee must comply with applicable Third parties' Terms of agreement when using the ePCR. Third-party Services and links thereto are provided solely as a convenience to the Licensee and the Licensee accesses and uses them entirely at its own risk and subject to such third parties' Terms and conditions.

24.0 INTELLECTUAL PROPERTY. The ePCR, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

25.0 TITLES/HEADINGS. Title and paragraph headings are for convenient reference and are not intended to modify any part of this Agreement.

26.0 CONTINGENCY CLAUSE. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, failure to allocate or appropriate funds, and/or change in applicable laws or regulations.

27.0 COUNTY USER ACCESS PROGRAM (UAP).

27.1 User Access Fee. Pursuant to Section 2-8.10 of the Code, this Agreement is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from the solicitation referenced on the first page of this Agreement, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

MetroPCR under this Agreement shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. MetroPCR participation in this invoice reduction portion of the UAP is mandatory.

27.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approve entities a UAP Participant Validation Number. MetroPCR must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. MetroPCR participation in this joint purchase portion of the UAP, however, is voluntary. MetroPCR shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, MetroPCR shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to MetroPCR for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with MetroPCR and shall be paid by the ordering entity less the 2% UAP.

27.3 **MetroPCR Compliance.** If MetroPCR fails to comply with this Article, MetroPCR may be considered in default by the County in accordance with Article 7 of this Agreement.

28.0 INSPECTOR GENERAL REVIEWS.

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, MetroPCR shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the MetroPCR's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the MetroPCR, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of MetroPCR in connection with this Agreement. The terms of this Article shall not impose any liability on the County by MetroPCR or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to MetroPCR. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is

on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to MetroPCR from the Inspector General or IPSIG retained by the Inspector General, MetroPCR shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

29.0 AUDITS. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of MetroPCR's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, MetroPCR will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. MetroPCR agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

30.0 SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST.

30.1 Supplier/Vendor Registration MetroPCR shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes MetroPCR's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

MetroPCR confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

30.2 Conflict of Interest and Code of Ethics. Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

31.0 CONFLICT OF INTEREST.

MetroPCR represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with MetroPCR in this Agreement. This Agreement is entered into by MetroPCR without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through MetroPCR directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, deliverables or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to MetroPCR or to the best of MetroPCR's knowledge any Subcontractor or supplier to MetroPCR.
- c) Neither MetroPCR nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with MetroPCR's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided MetroPCR provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event MetroPCR has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, MetroPCR shall promptly bring such information to the attention of the Project Manager.

MetroPCR shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions MetroPCR receives from the Project Manager regarding remedying the situation.

32.0 INTEREST OF MEMBERS, OFFICERS, EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES. No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

33.0 FIRST SOURCE HIRING REFERRAL PROGRAM. If the County requests that MetroPCR hire an employee who is dedicated to the deliverables associated with this specific contract, then, pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. MetroPCR will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

34.0 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY). By entering into this Agreement, MetroPCR becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by MetroPCR effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Agreement, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and MetroPCR may be liable for any additional costs incurred by the County resulting from the termination of the Agreement. If this Agreement is terminated for a violation of the statute by MetroPCR, MetroPCR may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

35.0 CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the state in which the Licensee is located.

36.0 ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

Exhibit A: Scope of Work

Exhibit B: Maintenance and Support

Exhibit C: Pricing and Fee Definitions

Exhibit D: Business Associate Agreement

MDC023

37.0 ORDER OF PRECEDENCE. If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 38, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, and Exhibit D.

38.0 ENTIRE AGREEMENT. This Agreement embodies the entire Contract between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS OF THE FOREGOING, the Parties have executed this Agreement by their authorized signatories below, each of whom represent and warrant that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing:

Contractor: MetroPCR.

Miami-Dade County

By: Scott Streich

By: _____

Name: Scott Streich

Name: Daniella Levine Cava

Title: Co-founder, COO

Title: Mayor

Date: 4/28/23

Date: _____

Attest: Dillon Spaide

Attest: _____

Corporate Assistant Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency
Assistant County Attorney

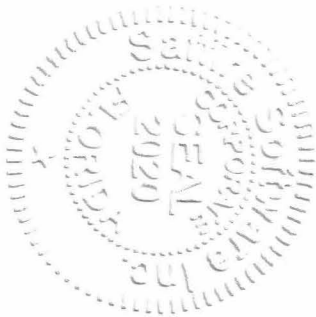
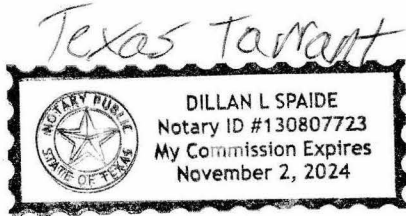


Exhibit A - Scope of Work

MetroPCR will meet the following objectives and deliverables through its real-time mobile data collection software and its hosted web-based portal (“control center”). Licensee will be able to continue to utilize all core functionality currently offered on the SafetyPAD system will be available prior to go-live. Licensee will be able to seamlessly transition to MetroPCR as we can replicate all of the custom questions, choice lists, sort order and rules of Licensee’s current SafetyPAD system. MetroPCR will also expand upon the current SafetyPAD features offering even more customization.

BRIEF DESCRIPTION OF SERVICES

MetroPCR will provide ongoing maintenance, hosting, support and training for the Licensee including the following services:

1. Remote Implementation and Planning Meetings.
2. Initial Mobile and Control Center configuration training and support up to the Go-live date
3. MetroPCR will work in tandem with Licensee Administrators to set-up:
4. Administrative tools for configuration.
5. Web-based access to all reports.
6. Mobile clinical configuration.
7. Rules & protocol specific requirements to include set-up and configuration of the to-do lists.
8. Mobile to Mobile configuration and testing.
9. Development, configure, Billing Extract, Automation alerts.
10. Third-party interfaces to systems such as RMS, CARES, Handtevy and Physio/Zoll/Philips medical device interfaces.
11. CAD interface
12. Automatic ePCR transfer for printing at hospitals
13. Billing XML or API.
14. Remote: go-live and post go-live support.
15. Present a system end for end testing and apply modifications prior to go-live.

DELIVERABLES

Mobile Application	
Native Android application	Installed, updated and supported via SOTI MDM
	Will operate in a completely remote disconnected environment
	Install on current hardware
Simplified real-time data entry process	Similar characteristics to current system, making the training process streamlined and limited time and effort.
	Provided Quick training guides
Distribute any Google store application or documents such as Licensee protocols to device	Via SOTI MDM
Customizable user interface	Built on a certified NEMSIS 3.5 dataset.
	Client tools to completely manage the user interface
	Left navigation hiding and showing based on rules, sort order, relabeling,
	Present to the user only choice lists that are specific to protocol
	Licensee can require any agency definable questions to any other data element within the application. Such as requiring CPR procedure to be document for a Cardiac Arrest prior to arrival. Additional questions can be displayed and/or required based on any answer.
Dynamically displayed to-do list	Requires no field intervention to display to-do requirements and al is totally configurable by Licensee
	Can be disposition based or drive questions/list choice requirements based on any element
Physio ECG interface	Automated pop-up within seconds of transmission from the monitor.
CAD Interface	Integration with Licensee's current and future 911 CAD systems. The CAD interface automatically notifies the user via a pop-up. Features allow the user to create a new report, import into an existing report or save for later on the mobile inbox.

	Provides a push to the device presenting an automated pop-up
Photo management	Attach and view
Driver's license scanning	Scan and import
Mobile to mobile transfers	Wirelessly within the department and to any surrounding agency utilizing MetroPCR
NFIRS basic data collection	Create custom navigation tab to collect all core NFIRS data for each run. Primary actions taken, property use, mixed property use, fire incident type and mutual aid.
Many fields offer word searchable and or categorized lists	
Wireless transfer of patient care report	Upon report completion will automatically send to and/or notify hospital
Patient insurance information	Require and collect all Licensee defined insurance questions and lists
Signature forms	Licensee defined, unlimited and complex rule capabilities
Previous patient lookup	Automated display for "frequent fliers" based on DL and or combinations of last name/DOB/SSN. Users can review information via a pop-up prior to import to ensure information such as past medical history, patient's medications, and allergies; for any patient in which Licensee units had documented previously and then merge that data into their current report
Default to protocol by auto filling fields/answers	
Multiple patient management	
Edit closed reports from the mobile	
Auto pop-ups and importing of data	CAD, mobile to mobile, ECG, Handtevy
Data transmission	Data is sending to server in real time after each click. Stored temporarily on device until closed/sent at which point all archived data is removed
	Data is available in the control center in near real-time.
Mobile updates automatically applied after each close/send	

Control Center – web portal	
MetroPCR cloud hosted	Using Amazon web services - AWS
Completely customizable forms building user interface	Left navigation tabs and all questions and sub questions can: shown/hidden, sort, rename, add new, All built on the complete NEMSIS 3.5 certified application
Custom elements	Define inputs types to include but not limited to: choices lists, barcode scan, categorized lists, date/time, integers, floating decimals, text fields and more
	Searchable, min-max lengths, define pertinent negatives and the ability to auto-sum multiple fields such as a RACE stroke assessment
Licensee defined Rules and Tags	Add unlimited custom elements (Questions and choice lists). All elements (NEMSIS or custom) can be hidden, shown or required utilizing MetroPCR's web user interface
	MetroPCR has a completely dynamic rule-based functionality, Simple if/then logic allows for creating close call rules to ensure proper documentation and adherence to protocols Every element whether is NEMSIS or custom allows for choice sorting of the questions or lists and the ability to dynamically show or hide questions and options on the mobile. MetroPCR's design allows for very clean and minimal screens only showing/requiring questions/elements when you need them.
	Add customized elements, lists and complex associated rules within minutes. Licensee can place custom fields anywhere on the form. The unique UI mirrors the mobile making it very easy to refine the workflow.
	ALL NEMSIS and custom elements questions and Answers) are configurable by Licensee

	Autofill. In order to provide Licensee with significant flexibility, the ePCR System must allow clinical entry lists (complaint, symptom, cause, allergy, meds, preexisting condition, findings, impression, and treatment) Licensee definable, along with Licensee able to define 'sub' fields or questions for each of the individual list items above.
Push mobile updates within seconds	Licensee can test all updates prior to system wide distribution via the MDM.
Case Review (QA/QI)	Ability to audit reports via automated distribution. PCR's are reviews utilizing
	Licensee defined checklist, tasks and communications. Providers receive notifications via email and upon login of the Control Center
	Licensee can create custom automations to extract cases and distribute to one or more individuals for clinical review with predefined and configurable checklist. System provides email notifications regarding cases to review as well as real time alerts when logged into the control center. Users can view their case queue, status of each PCR.
	MetroPCR's innovative UI allows for automatically viewing one or more checklists next to the ePCR and reviews can define yes no to each checklist item.
	Reviewers can assign Licensee defined tasks and document notes via a forum that can be hidden or shown based on custom role permissions.
Automation routines	Agency defined real-time alerting and automation scheduling module that scans for PCRs that match Licensee defined PCR search criteria on a defined schedule. This module can send demographic reports, emails, NEMSIS reports (API/SSH), send PDF's, add/remove definable tags and assign QA Cases.
	The ability to design real-time alerts based on set criteria or thresholds associated with the patient care reports, as well as protocol adherence, such as Stroke-Alert as soon as entered or Protocol deviation prior to report being closed.

Device monitoring module	
	Physio medical device data
	CAD Incidents
	Handtevy
	PCR Transfers
API (Application Programming Interface)	Fully documented in the web portal control center and offers unlimited use
	The MetroPCR API is a web service that exposes a targeted subset of features of the MetroPCR platform to developers. The API accepts <i>GET</i> or <i>POST</i> requests and returns
	Zero or more results in JSON or XML format. This is similar to MDR's current API features in SafetyPAD. This will not
Billing and EMSTARS State interface	NEMSIS 3.5 automated push. Import schema and ensure compliance to validation rules. Will support all future requirements
	MetroPCR already interfaces with Licensee's current vendor, Digitech. Will support any future vendors as well
Licensee narcotics interface	Licensee will be able to continue to interface with the existing narcotics tracking software.
Hospital ePCR report delivery/access	
	Hospital installs proprietary software client developed by MetroPCR on any computer/server and set to automatically print to any printer
	Automated Secure Shell (SSH) creates a secure connection to hospital
	Access to MetroPCR web application- limited access to only patients transported to that specific hospital
	Transfer data to any existing Health Data Exchange platform
User Roles and Permissions	Roles defined by Licensee include access to modules and sub features within a module. Current modules include Case review, API, monitoring, web services, PCR, Reporting, questions/answers and rules.
	Licensee can configure any user role to have access to view, edit secure questions along with printing of ePCR's and reports.
SOTI MDM	Distribute mobile updates seamlessly and automatically with no user intervention. All updates are included as part of maintenance.

Full report auditing	
PCR View	Customize the ePCR view to include header, footer, logo, columns and rows. Exclude or include any custom tabs and associated elements
	Agency logo, header and footer customizable
Procedures definable by Licensee	All associated questions/choices can be limited to Licensee specific protocol such as equipment size, IV sites, pacing rates/energy, joules, peep and custom fields such as catheter placement
	Require other fields such as ETCO2 for a BiPAP procedure.
Medications definable by Licensee	Display choice list routes, dose units specific to protocol. Autofill when only one option such as Aspirin - PO.
	Require meds based on documenting any other field such as Cardiac Chest pain symptom requires Aspirin to be documented.
PCR searching and reporting	Definable and exportable currently to .xls
	All data elements can defined as searchable and queried for reporting
	HIPPA compliant view and printing
Integrate with 3 rd party reporting tools	All data is available for programs such as Crystal.
Import all existing SafetyPAD data and corresponding .PDF	Query Demographics data set, Crew/Unit data set, Event times data set, Dispatch data set, Response data set, Patient information, Insurance information, Patient history and display final patient care report.

SECURITY

MetroPCR has been developing and support ePCR applications since 2007 and we utilize a host of security features.

1. Data is encrypted both in transit and at rest and we use protocol RSA2048
2. MetroPCR utilizes Amazon Web Service (AWS), which offers a host of features and capabilities, security, redundancy and certifications including SOC2. MetroPCR only utilizes U.S. hosting.

3. In addition to Amazon firewall services, we use modsecurity for monitoring and multiple vendors for periodic penetration testing.
4. Our cloud infrastructure has been validated by third-party testing performed against the NIST 800-53 Revision 4 controls, as well as additional FedRAMP requirements.
5. OpenVAS is used to conduct vulnerability management of the application, database, and OS layer of the environment
6. The security model is role based with additional user level record filters. Roles and users are maintained by the customer and changes are immediate.
7. Access can be also restricted by IP/subnet.

IMPLEMENTATION SCHEDULE AND PROJECT MANAGEMENT

The system will be ready for real-time field use six (6) weeks after contract signing. MetroPCR utilizes monday.com online portal for all implementation tracking including tasks, sub-tasks, notes, attachments and more. Licensee stakeholders will be provided complete access for real time information and task assignments and deliverables including all status updates (and much more). Automated notifications are utilized as well for assigned tasks. This project board is available today for any stakeholder to view.

<https://metropcr.monday.com/boards/3404129752>

EXHIBIT B
MAINTENANCE AND SUPPORT

This Maintenance Agreement is incorporated into the Master Services and License Agreement between MetroPCR and Licensee.

1.0 INCLUDED MAINTENANCE. Maintenance included in this agreement is as follows:

1.1 All Core Software and Customized Software, excluding potential ongoing 3rd party maintenance fees, such as CAD vendor or ECG fees.

1.2 Periodic updates to MetroPCR that may incorporate (i) corrections of any defects, (ii) fixes of any bugs, and (iii) at the sole discretion of MetroPCR, enhancements to the MetroPCR. Updates will be provided primarily through secure remote means. This includes corrections of defects in MetroPCR so that MetroPCR will operate with reliable functionality and without loss of data.

2.0 EXCLUDED MAINTENANCE. Maintenance excluded from this Maintenance Agreement is as follows:

2.1 Licensee and end-users questions and issues pertaining to:

- a. The general use of the hardware or non-MetroPCR software products; and
- b. Licensee network functionality and performance to include cellular network.

2.2 On-site training and on-site support.

2.3 Should MetroPCR offer any maintenance enhancements for the Maintenance Agreement procured by the Licensee to any of its existing or future clients, those enhancements will be provided to the Licensee at no additional charge.

3.0 SUPPORT. Customer will report all issues and errors associated with the MetroPCR system to support@metropcr.com. MetroPCR will make all reasonable efforts to correct any error reported by the Licensee in accordance to the level of support defined.

3.1 Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for level 1 support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. MetroPCR will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors/Issues that the Administrator cannot resolve and assist MetroPCR in information gathering.

3.2 Level 1 Support. This is the initial support level for basic Licensee issues. It is synonymous with first-line support, level 1 support and front-end support. Personnel at this level have a basic to general understanding of the product or service. The goal for this group is to handle 80%-90% of the user problems before escalating the issue to MetroPCR. Technical support specialists typically handle straightforward and simple problems while using knowledge of the MetroPCR training and management tools. This includes troubleshooting methods such as MetroPCR mobile core use, resolving username and password problems, uninstalling/reinstalling basic software applications, verification of proper hardware and software set up.

3.3 Level 2 Support. MetroPCR is responsible for Level 2 support. The agency will submit a support ticket to support@metropcr.com . Maintenance support is further set forth and detailed in Exhibit A of the Master Services Agreement. Technicians working in Level 2 support are responsible for assisting Level I personnel to solve basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking known solutions related to more complex issues.

4.0 SEVERITY LEVELS

4.1 Severity 1 Issue. This means an Issue which renders the Software completely inoperative such as a User cannot access the Software due to unscheduled downtime or a system outage.

4.2 Severity 2 Issue. This means an Issue in which Software is still operable; however, one or more significant features or functionality are unavailable. An example would be the user cannot access a core component of the Software.

4.3 Severity 3 Issue. This means any other Issue that does not prevent a User from accessing a significant feature of the software.

4.4 Severity 4 Issue. This means any Issue related to documentation or a Licensee enhancement request.

5.0 RESPONSE

5.1 Severity 1 Issue. MetroPCR shall address these issues promptly. MetroPCR will do this by the following actions.

- a. Provide an Initial Response within four hours
- b. Provide Licensee with a status update within four hours if MetroPCR cannot resolve the Issue within four hours.

5.2 Severity 2 Issue. MetroPCR shall address these issues promptly. MetroPCR will do this by the following actions.

- a. Provide an Initial Response within eight hours.

- b. Initiate a management escalation within 48 hours if still unresolved.
- c. Provide Licensee with a status update within forty-eight hours if MetroPCR cannot resolve the issue within forty-eight hours.

5.3 Severity 3 Issue. MetroPCR shall address these issues promptly. MetroPCR will do this by the following actions.

- a. Provide an Initial Response within three business days.
- b. Provide Customer with a status Update within seven calendar days if MetroPCR cannot resolve the issue within seven calendar days.

5.4 Severity 4 Issue. MetroPCR shall address these issues promptly. MetroPCR will do this by the following actions.

- a. Initial Response within seven calendar days.

6.0 MAINTENANCE AND SUPPORT. MetroPCR does not provide any maintenance or support for the download and use of ancillary applications requested by licensee to be included on the mobile devices.

7.0 BUSINESS HOURS. Normal business hours for MetroPCR support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customers will receive a call back from a Support Representative after-hours for a Severity 1 issue.

**EXHIBIT C
PRICING AND FEE DEFINITIONS**

1.0 SOFTWARE AND INTEGRATION COSTS. The prices set forth below shall apply for the term of the Master Services and License Agreement between the Licensee and MetroPCR, as may be extended in accordance with Section 1 of the Master Services and License Agreement.

1.1 The prices listed below are considered the maximum amount that will be charged. It is important to note that some pricing factors, such as travel expenses for on-site training, were unknown at the time of agreement and will require a quote before scheduling.

1.2 **Billing.** MetroPCR will invoice at the end of each month unless the licensee is on a special Annual Maintenance and Hosting Agreement. Annual agreements will be invoiced prior to the maintenance period.

1.3 **Escalation.** The price is fixed for the term of the initial contract. At the end of the initial term and at the end of each extension period, all of the pricing components will be escalated by five percent (5%).

1.4 Pricing noted below denotes the pricing for the initial agreement period.

Description	Pricing	
Electronic Patient Care Reporting	\$1.18	per record/per month
Unlimited mobile installations on Android 8.0 or newer OS		
SOTI MobiControl Mobile Device Management	\$ 0.00	per device/per month
CAD Interface	\$ 0.00	month
Fire Records Interface	\$ <u>Quote</u>	one-time fee
Other Interfaces		
Physio, Zoll and Philips Monitors	included	
NEMESIS 3.5 State Extract	included	
Cardiac Arrest Registry (myCARES)	included	
Handtevy	included	
Application Programming Interface	Included	
Data import and storage:		

NEMESIS data import < 100,000 records	<u>\$0.02</u>	per record (3.4 or newer)
NEMESIS data import >100,000 records	<u>\$0.01</u>	per record (3.4 or newer)
Archival Data Storage > 84 months	\$0.01	per record/per month
Hospital- Patient Care Record Delivery		
	Several different methods to Automatically transfer ePCR record to hospital for printing are offered. <u>All</u> of these are offered at NO CHARGE	
Automated SSH transfer	Secure Shell (SSH) creates a secure connection to hospital	
MetroPCR Software client installation "Hospital Link"	Hospital installs a software client developed by MetroPCR on any computer/server and set to automatically print to any printer	
Hospital web log-in	Access to MetroPCR web application- limited access to only patients transported to that specific hospital	
HDE transfer	Transfer data to any existing Health Data Exchange platform	
Other fees		
Training and Set-up:		
Training on-site	<u>\$1800.00</u>	per trainer/per trip
Per Day Fee	<u>\$2200.00</u>	per day
Web Training sessions	\$175.00	hr.
Custom Interface Development	<u>\$ Quote</u>	requires scope
Administrative training, mobile and Control Center set-up, project management meetings and more.	\$1400.00	one-time fee This is a base fee for <u>all new</u> deployments

2.0 CHANGE ORDER REQUEST. MetroPCR, in its sole discretion, will provide Licensee with a Change Order estimate for Custom Programming Services, which shall include the costs and time necessary to complete the Change Order for any requests that fall outside of MetroPCR's standard deliverables. However, any software changes or

enhancements to MetroPCR that can be utilized by most EMS agencies may be included as part of maintenance at no additional charge.

3.0 FEE DEFINITIONS

3.1 Monthly ePCR volume. Invoices will be submitted based on the monthly total ePCR's in the database. Monthly volumes are calculated based on records written using MetroPCR each medical-rescue dispatch. Records with a status of "inactive" are not billed. Year-end reconciliation may be performed to include any monthly records submitted after the invoice date. Runs that are classified as "test" or "training" or 'inactive' type records are not calculated in the monthly and annual reconciliation run volumes. If a record is written and submitted to the MetroPCR database, it is calculated as part of the monthly run volumes and applicable charges will apply whether it is a billable record or not.

3.2 MetroPCR MOBILE AND CONTROL CENTER. The fee noted includes all components specified in the Summary of MetroPCR features. This includes but is not limited to:

3.2.1 Project Management (included in base fee)

- a. Remote Implementation and Planning Meetings.
- b. Initial Mobile and Control Center configuration training and support up to the Go-live date is included in the administrative fees. This is part of the base fee for all new Licensee's.
- c. MetroPCR will work with Licensee Administrators to assist setting up:
 - i. Mobile Clinical Configuration.
 - ii. Rules & protocol specific requirements to include set-up and configuration of the to-do lists.
 - iii. Mobile to Mobile configuration and testing.
 - iv. Development, configure, Billing Extract, Automation alerts.
 - v. Third-party interfaces to systems such as RMS, CARES, Physio/Zoll/Philips medical device interfaces.
 - vi. Remote: Go-live and Post Go-live support.
 - vii. System End to End Testing and Modifications.
 - viii. On-going maintenance upgrades: Mobile and Control Center.

3.2.2 MetroPCR Mobile

- a. Wireless data management- Licensee is responsible for ALL wireless services/payments.
- b. ECG Interface with Medtronic LifePAK 15 devices during initial implementations. Other device manufacturers will be offered in future release.
- c. Wireless MetroPCR to MetroPCR Transfers.
- d. NEMSIS 3.4 or higher formatted .xml files are available.
- e. Patient Lookup module.
- f. Automatic ePCR transfer for printing at hospitals.
- g. Review Pricing and Maintenance details noted above.
- h. MetroPCR will not offer "auto-fax" functionality. MetroPCR is offering multiple newer technology options as a more efficient process to provide hospitals with a timely delivery of a printed patient care report.
- i. CAD interface where applicable.
- j. Access to all MetroPCR mobile enhancements and releases.

3.2.3 MetroPCR Control Center (its web-based administrative application)

- a. Unlimited user access to all available modules.
- b. Mobile device connectivity monitoring.
- c. CAD data transfer monitoring.
- d. Medical device data transfer monitoring.
- e. Hospital data transfer monitoring.
- f. Redundant back-up systems provided as part of AWS.
- g. Billing XML or API.
- h. Automated export to RMS systems for NFIRS report completion.
- i. Can utilize MetroPCR for quality assurance and control.

- j. Standard MetroPCR formatted file - automated send.
- k. Configure automation based on Licensee defined triggers/periods.
- l. Can utilize MetroPCR API for data extraction.
- m. Automated Control Center updates.
- n. Data hosting via Amazon Web Services.
- o. Web-based access to all reports.
- p. Administrative tools for configuration.

3.2.4 CAD Integration (If applicable)

- a. Includes up to 20 hours of programming, review and configuration.
- b. Excludes 3rd party fees (from CAD Vendor or similar).
- c. CAD vendor must be willing to provide unencumbered and real-time data transfer and in a MetroPCR specified XML or API structured file(s) as part of the feed.

3.2.5 State Extract: NEMSIS 3.5 or newer

- a. Only NEMSIS 3.5 or newer and on upgrades.
- b. The Licensee is responsible for running, validating logs using MetroPCR tools and upload submissions to State where applicable.
- c. MetroPCR provides the interface application-output is a State defined XML file.
- d. MetroPCR supports ONLY NEMSIS structured XML outputs.

3.2.6 Mobi-Control (MDM)

- a. Access to Mobi-Control Web Console for tablet administration.
MetroPCR assistance with Android app management and deployment

4.0 Existing ePCR data import. MetroPCR will import current ePCR systems data if it is NEMSIS 3.4 or newer. The existing system must be able to export the data and include a .pdf copy of the original record.

4.1 MetroPCR will import the only the following data fields and provide the licensee the ability to query on those fields and display a copy of the original .pdf per the

specified requirement noted above. No other data categories or fields will be imported at this time.

- a. Demographics data set.
- b. Crew/Unit data set.
- c. Event times data set
- d. Dispatch data set
- e. Response data set.
- f. Patient information.
- g. Insurance information.
- h. Patient history

5.0 MOBILE DEVICE REPAIR. The agency will be responsible for remote mobile device repair. MetroPCR technicians will provide installation instructions for the mobile software or assist clients with installations that allows its technician to access the user's desktop via the Internet or implement a hardware support process only with the user's permission. MetroPCR technicians may utilize remote access software to assist the agency as well. The agency will implement its own hardware support process.

[Intentionally Left Blank]

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between Licensee, hereinafter referred to as “Covered Entity,” and Saffire Software Inc. (DBA, MetroPCR), hereinafter referred to as “Business Associate,” is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology for Economic and Clinical Health Act, as amended and any related regulations (the “HITECH Act”).

1.0 General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Conflict.** This Agreement is hereby incorporated into all past, present and future agreements and relationships between Covered Entity and Business Associate pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever. In the event of any conflict between the provisions of any such agreement or relationship and this Agreement, the provisions of this Business Associate Agreement shall prevail.

2.0 Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information

- ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report in writing to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Business Associate's discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the Covered Entity. The Covered Entity shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Business Associate agrees that, if requested by the Covered Entity to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the Covered Entity to make breach notification to affected individuals, Business Associate shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the Covered Entity;
 4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
 5. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
 6. Make any amendment(s) to PHI in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526;
 7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
 8. To the extent that Business Associate is to carry out any of the Covered

Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program (if the Covered Entity is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.
12. If Licensee is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

3.0 Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the Covered Entity include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity.

4.0 Termination

5. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.
6. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
7. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

END OF AGREEMENT