

RESOLUTION 2024-233

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL (RFP) 24-07 FOR THIRD PARTY AMBULANCE/EMS BILLING SERVICES TO DIGITECH COMPUTER LLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to promote the health, welfare, and safety of its citizens, the City of Fernandina Beach maintains a full-service Fire Department, including EMS and ambulance services; and

WHEREAS, to efficiently process and bill for those services, the City has long utilized a third-party billing service. In accordance with the City's purchasing policies, staff issued Request for Proposal (RFP) 24-07 for Third Party Ambulance/EMS Billing Services; and

WHEREAS, on or before November 14, 2024, the City received three responses for this work. An evaluation committee of City staff was formed to review the submittals. The evaluation committee met on November 19, 2024, and recommends awarding RFP 24-07 to Digitech Computer LLC as the most responsive and responsible proposal; and

WHEREAS, to ensure continuity in the City's emergency management process, staff also recommends a five-year contract with the vendor; and

WHEREAS, funding is budgeted and available in the Fire Department Ambulance Billing and Collection Fees account, 0012200 54922.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby awards RFP 24-07 for Third Party Ambulance/EMS Billing Services to Digitech Computer LLC.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute all documentation pertaining to the award of RFP 24-07, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 3rd day of December, 2024.

CITY OF FERNANDINA BEACH



JAMES ANTUN  
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST  
City Clerk



TAMMI E. BACH  
City Attorney

**AGREEMENT TO FURNISH  
SERVICES TO THE CITY  
OF FERNANDINA  
BEACH, FLORIDA**

This AGREEMENT made on the 3RD day of December, 2024 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the vendor, **Digitech Computer LLC**, whose address is 480 Bedford Road, Building 600, 2<sup>nd</sup> Floor, Chappaqua, NY 10514, ("VENDOR").

For the consideration hereinafter set forth, Digitech Computer LLC, hereinafter referred to as the VENDOR, agrees to provide professional services to the City of Fernandina Beach, as follows:

1. **SCOPE OF SERVICES AND FEES** - The parties hereto agree that under this Agreement, the vendor will provide professional services of a specified nature as described in Exhibit "A" - Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests the VENDOR to provide such services. In exchange for the services, the CITY shall pay VENDOR as follows:
  - A Billing Fee equal to 4.95% of net monthly non-Medicaid EMS billing collections;
  - A Medicaid Flat Fee of \$10.00 per transport; plus
  - A HIPAA Notice Fee of \$2.00 per transport.
  - The above fees are subject to a monthly minimum fee of \$5,000, which will be charged for any month where the fees total less than \$5,000.
2. **TERM OF AGREEMENT** - This Agreement will commence on 12/3/24, and be for a period of three (3) years with two (2) one (1) year renewals. This Agreement shall auto renew unless either party terminates by written notice to the other party at least thirty (30) days prior to the renewal date.
3. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this Agreement when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. Acceptance of this Agreement will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. CITY and the VENDOR will not be bound by additional provisions or provisions at variance herewith that may appear in the VENDOR's quotation, acknowledgment in force, or any other communication from VENDOR to CITY unless such provision is expressly agreed to and confirmed in writing. No modification or waiver of terms of the agreement is binding unless in writing, signed by the City Manager and confirmed by a representative of the VENDOR. This agreement will be interpreted in accordance with the laws of the State of Florida.
4. **DELIVERIES/INPECTIONS** - In the event of failure to deliver material of the quality or within the time specified, CITY may cancel the order and buy elsewhere. Failure of CITY to exercise this option with respect to any installment will not be deemed a waiver with respect to future installments, if any. Materials will be received subject to CITY's right to inspect and test all materials at destination before acceptance. VENDOR must pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.

5. **CONTINGENCIES** - Neither party will be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, will be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted will be made on notice thereof to the VENDOR, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - VENDOR warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and will indemnify and save CITY harmless from and against any liability or loss resulting from VENDOR's failure to do so. VENDOR's liability shall be limited to the amounts covered by the insurance required by this Agreement.
7. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, VENDOR expressly warrants that all material or services conform to all specifications, drawings, samples, and descriptions furnished or adopted by CITY and will be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. CITY's failure to give notice to VENDOR of any breach or warranty does not discharge VENDOR of any breach of warranty and will not discharge Vendor's liability therefor. Without limiting the generality of any of the foregoing, VENDOR agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by CITY.
8. **INSTALLATION** - If the scope of services requires the services of experts or employees on CITY's premises, such experts or employees are not deemed to be the agents or employees of CITY. Such parties are subject to CITY's safety rules and fire regulations. VENDOR assumes full responsibility for their acts and omissions and agrees to save CITY harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. VENDOR will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. VENDOR agrees to furnish an analysis thereof as CITY may reasonably require for accounting purposes. VENDOR will be solely responsible for materials furnished by CITY on other than a charge basis in connection with this agreement.
9. **NON-DISCLOSURE** - Without prior written consent of the CITY in each instance, VENDOR may not reveal to a third party the details, characteristics or any information on materials made to the special order of CITY or use reproductions thereof in any promotional media or reveal that CITY is purchasing the materials ordered hereunder.
10. **OCCUPATION SAFETY AND HEALTH ACT** - VENDOR certifies that all material, equipment, etc. supplied under terms of this Agreement meets all O.S.H.A. requirements. VENDOR further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements will be borne by the VENDOR.
11. **PERMITS** - VENDOR is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
12. **INDEMNIFICATION** -The parties recognize that VENDOR is an independent contractor. VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its Commissioners, Mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all

claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of VENDOR, its officers, employees, subcontractors, agents, and representatives. VENDOR's liability hereunder includes all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of VENDOR against the CITY and VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision are limited by the amount of the insurance required to be obtained and maintained by VENDOR. In addition, VENDOR agrees to assume liability for and indemnify, hold harmless and defend the CITY, its Mayor, Commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of VENDOR's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with VENDOR's licensing of any software, hardware, uploads or downloads delivered to the CITY pursuant to this Agreement and/or arising out of the negligent or deliberate act or omission of VENDOR, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

13. **INSURANCE** – VENDOR must procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the CITY, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the CITY naming the CITY OF FERNANDINA BEACH as an additional insured. It is understood and agreed that the coverage afforded by VENDOR's commercial general liability insurance also applies to CITY as an additional insured. Such policy must provide that cancellation or changes to such insurance will not occur without at least thirty (30) days prior written notice to the CITY. This requirement for proof of insurance may be modified only through approval of the City Manager and City Attorney.
14. **PAYMENT & TAXES** - VENDOR shall invoice CITY based upon the invoicing information provided by CITY in Exhibit B. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
15. **ASSIGNMENT** - VENDOR may not assign this Agreement or any part thereof without written consent of the CITY. Such consent will not relieve VENDOR from its obligations and liabilities hereunder.
16. **TERMINATION** - The CITY or the VENDOR may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the CITY for reasons unrelated to the quality of work provided by the VENDOR, the CITY will pay the VENDOR in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment will be the sole financial obligation or responsibility of the CITY for compensation in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This Agreement will continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the CITY's request, the VENDOR must turn over to the CITY all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The CITY will have full rights to use all such work products and deliverables for any project,

and in any manner, in the sole discretion of the CITY. The CITY accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the VENDOR.


17. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not effect the validity of the remaining portion thereof.
18. **PUBLIC RECORDS LAW REQUIREMENTS** – Pursuant to Section 119.0701, Florida Statutes, a VENDOR performing services for the CITY must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by the CITY in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law; (c) ensure that Public Records that are exempt and confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all the requirements for retaining Public Records and transfer, at no cost to the CITY, all public records in possession of Vendor within thirty (30) days after termination of this Agreement. All Public Records stored electronically must be provided to the City in standard SQL format. If Vendor does not comply with a public records request, the CITY may pursue any and all remedies available in law or equity, including but not limited to specific performance. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor’s duty to provide Public Records relating to this contract, contact the Custodian of Public Records at 904-310-3115, [cbest@fbfl.org](mailto:cbest@fbfl.org), 204 Ash Street, Fernandina Beach, FL.**
19. **COOPERATIVE AGREEMENTS** - This agreement may be the basis for an Interlocal or Cooperative Procurement Agreement. In the event that this agreement is the basis for an Interlocal or Cooperative Procurement, the fees paid by the CITY described herein shall not change for the CITY; however, the fees to be paid by another agency shall be modified so that VENDOR may project payment by the other agency of at least \$15 per service/transport based on the other agency’s service/transport volume and payor mix.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,

VENDOR  
DIGITECH COMPUTER LLC


a municipal corporation

By:   
City Manager

By:   
Mark Schiowitz

Title: President and CEO

Approved as to Form & Legality:

  
Tammi Bach, City Attorney

WITNESS:

Attest:



Caroline Best, City Clerk

Name: Walter C. Pickett, COO

Sign:   
Walter C. Pickett II (Nov 27, 2024 15:56 EST)

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **I. BILLING SERVICES**

A. DIGITECH shall provide the following billing and collection services which are contingent upon CLIENT fulfilling its responsibilities:

1. DIGITECH shall perform Patient Care Report ("PCR") processing including:
  - a) Review client-prepared PCR'S for content, level of service and diagnosis;
  - b) Procedure Coding; and
  - c) Eligibility and Insurance Research and Verification.
2. DIGITECH shall perform billing as follows:
  - a) Electronic Invoicing
    - (1) Medicare;
    - (2) Commercial Insurance; and
    - (3) Medicaid (billed weekly).
  - (b) Paper Invoicing
    - (1) CMS-1500 for Commercial Insurance;
    - (2) Self-Pay;
    - (3) Facility (where applicable); and
    - (4) CMS-1500 for Medicaid (where applicable).

#### **II. COLLECTION SERVICES**

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
  - a) Submit a maximum of 3 invoices/notices, at 30 day intervals; and
  - b) Perform follow up as needed, in DIGITECH's discretion.
2. Patient or Self Pay
  - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
  - b) Make a maximum of 2 follow-up calls; and
  - c) Recommend to CLIENT amounts to be placed in legal proceeding upon the earlier of DIGITECH'S determination that the amount is uncollectible or 120 days from the first invoice date.
3. Insurance
  - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
  - b) Perform follow up as needed, per DIGITECH's discretion; and
  - c) File appeals upon notice of denial, where applicable.
4. Medicaid
  - a) Process denials;
  - b) Follow-up on pending Claims; and
  - c) Resubmissions.
5. Medicare
  - a) Process denials;
  - b) Follow-up on pending Claims; and
  - c) Resubmissions.

6. Claims resolution and appeals
7. Remittance Posting
8. Resubmission of denials, pending and held items
9. Interfacing with carriers on behalf of CLIENT
10. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.

B. DIGITECH will interface with CLIENT's collection agency as follows:

1. Create and download one collection file per month using the industry standard XML collection file format; and
2. In the event CLIENT'S collection agency requires a format that differs from DIGITECH's standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT'S written approval.
3. DIGITECH reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

**III. REPORTING SERVICES**

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
1. Accounting Reports
    - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
  2. Transport Reports
    - a) Per Trip Data and Collection Percentages.



**Exhibit B**

**CLIENT INVOICING INFORMATION**

Mailing Address:	
Email Address (General):	
Email Address (Invoicing):	
A/P Contact Name:	
A/P Contact Phone Number:	
Tax ID:	









# Fernandina FL

Final Audit Report

2024-11-27

Created:	2024-11-27
By:	Matt Mandell (matt@mandellmandell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbdgLk_bMeoBvJQZQ72DLU8CmQKbivOnJ

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