

AGREEMENT FOR SERVICES

THIS CONTRACT is made and entered into this 3rd day of March 2021 (“Contract”), by and between FAUQUIER COUNTY, Virginia (hereinafter “County”) and DIGITECH COMPUTER, LLC, as a successor to Advanced Data Processing, Inc. (hereinafter “Contractor”), a New York corporation with its principal office at 480 North Bedford Rd. Building 200, 2nd Floor Chappaqua, New York, 10514.

In consideration of the mutual covenants and promises herein stated, the County and Contractor hereby agree as follows:

1. INCORPORATION BY REFERENCE

The Anne Arundel County, Maryland Agreement of Services #10160/RFP 17-016R (“Anne Arundel Agreement”), annexed hereto as **Exhibit A**, is incorporated herein by reference as if fully set forth. The County shall have all the rights and obligations of Anne Arundel County Maryland as set forth in the Anne Arundel Agreement, and Contractor shall have all the rights and obligations of Advanced Data Processing, Inc. as set forth in the Anne Arundel Agreement. If there is a conflict between this Contract and the Anne Arundel Agreement, the terms of this Contract shall prevail.

The “Fauquier County Terms and Conditions, Riding Anne Arundel, MD Ambulance Billing Services Contract,” annexed hereto as **Exhibit B**, is incorporated herein by reference as if fully set forth. If there is a conflict between any terms of Exhibit A and Exhibit B, then Exhibit B shall control.

2. SCOPE OF SERVICES

The Contractor shall provide emergency medical services (EMS) third party billing services based on a cooperative use of the Anne Arundel Agreement as specifically described on Exhibit A.

3. TERM

Contract shall be for one year beginning April 1, 2021 with two (2) one (1) year options for renewal, based on the Anne Arundel Agreement’s renewal schedule. This Contract shall not extend beyond the life of the Anne Arundel Agreement.

Anne Arundel County Contract term: April 1, 2018 – March 31, 2021

Contract Renewal Options Remaining: Three (3) additional one (1) year periods

4. BINDING EFFECT OF CONTRACT

The terms, provisions and conditions of this Contract shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Contract) their assigns.

5. COMPENSATION

Contractor shall provide the Service(s) for compensation at the rate of 4.25% of total revenue collected. This rate shall apply to all levels of transport for the County, regardless of revenue volumes. This rate shall be valid for the first three (3) years of this Contract.

6. DIGITECH PLATFORM

The County shall be given preference or an accelerated opportunity to migrate to the Contractor's platform as part of this Contract. Such opportunity is available to the County based on Contractor's continuing relationship with Anne Arundel.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Contract, which shall be deemed an original on the date first above written.

(Executed on Next Page)

FAUQUIER COUNTY, VIRGINIA

Susan R. Monaco 3/3/2021
(Signature) Date

By: Susan R. Monaco

Title: Procurement Manager

Funds Available:

Terrilyn S. Pete 3.2.21
(Signature) Date

Director of Finance or designee

By: Terrilyn S. Pete

Approved as to Form:

Shayla Schlu 3.2.21
County Attorney Date

DIGITECH COMPUTER, LLC

Mark Schowitz 03/03/21
(Signature) Date

By: MARK SCHIOWITZ

Title: PRESIDENT & CEO

EXHIBIT B

**Fauquier County Terms and Conditions, Riding Anne Arundel,
MD Ambulance Billing Services Contract**

Fauquier County Terms and Conditions, Riding Anne Arundel, MD Ambulance Billing Services Contract

APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

ANTI-TRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

VIRGINIA STATE CORPORATION COMMISSION: If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by §13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

INSURANCE: By signing this contract, the Contractor agrees they will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Contractor certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Contractor shall furnish the certificate of insurance for the coverage required within five business days of full contract execution, and shall continue to provide compliant insurance certificates throughout the term of the contract.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denotes minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County as additional insured (This coverage is primary to all other coverage the County may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Contract/Agreement No. and Title	
<u>X</u>	12. Contractor shall submit Certificate of insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	