

JOINT CONTRACT**THIRD-PARTY BILLING AND COLLECTION ADMINISTRATION SERVICES**

The Agreement is made this 30th day of May 2024, by and between **Digitech Computer LLC**, of 480 North Bedford Road, Building 600, 2nd Floor, Chappaqua, New York 10514 (party of the first part, and hereinafter known as “Contractor”), and together the **County of Dinwiddie; the City of Colonial Heights; and the County of Goochland**; all located in Virginia (parties of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposal to provide Third-Party Billing and Collection Administration Services for the Fire & Emergency Medical Services Division of Dinwiddie County, the City of Colonial Heights and Goochland County; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best proposal and best value; and

WHEREAS, County has selected Contractor to provide services;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

- Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 24-031524 including any addenda and the General Terms and Conditions and (3) Contractor’s proposal dated April 12, 2024. This procurement is governed by the Virginia Public Procurement Act. All terms and conditions of the Act are hereby adopted and incorporated by reference herein.
- Time of Performance.** Contractor agrees to start transition and setup services within fifteen (15) days from the date of this contract with billing to begin July 1, 2024. They shall process all claims from February 2024 to the present.
- Term of Contract.** The term of this contract shall be for twenty-four (24) months with the option for renewals under the terms, conditions of the original contract for up to three (3) additional twelve (12) month periods, unless either party gives written notification to the other party one hundred and twenty (120) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by each individual County or City. Prices shall remain the same for the initial twenty-four (24) month term. Price increases may be negotiated only at the time of renewal. No jurisdiction shall have any liability under this contract for the actions of another jurisdiction.
- Costs.** Contractor agrees to perform all work pursuant to this Contract for 4.25% of net receipts (the “Contract Price”). Payment shall be made by each jurisdiction to Contractor within thirty (30) days after receipt of invoice.

5. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to all of the following:

Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Mark Schiowitz, President and CEO
Digitech Computer LLC
480 Bedford Road
Bldg 600, 2nd Floor
Chappaqua, NT 10514
(914) 741-1919
contracts@digitechcomputer.com

Larry Melvin, Purchasing Agent
City of Colonial Heights
P.O. Box 3401
Colonial Heights, VA 23834
(804) 520-9333
melvinl@colonialheightsva.gov

Procurement
Goochland County
P.O. Box 10
1800 Sandy Hook Road, Suite 255
Goochland, VA 23063
(804) 556-5802
mzapata@goochlandva.us

6. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all requirements in the General Terms and Conditions of the Request for Proposal #24-031524.

7. **Additional Users/Cooperative Procurement.** Per the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), “Cooperative Procurement”, if authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase in accordance with contract terms. It is the Contractor’s responsibility to notify the jurisdiction/public bodies of the availability of contract(s).

The fees to be paid by another jurisdiction/public body, other than those listed on this contract, may be modified by the Contractor due to variables of another jurisdiction/public body’s program to support the Contractor’s project payment method equal to at least \$15 per service/transport.

8. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

9. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any

way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

- 10. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
- 11. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County/City that is a party to the litigation, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Digitech Computer, LLC	Mark Schiowitz President & CEO	<u>Mark Schiowitz</u>
County of Dinwiddie, Virginia	W. Kevin Massengill County Administrator	<u>W. Kevin Massengill</u>
County of Dinwiddie, Virginia	Legal Counsel	<u>W. Kevin Massengill</u>
County of Dinwiddie, Virginia	Dennis Hale Chief of Fire & EMS	<u>Dennis Hale</u>
City of Colonial Heights, Virginia	Douglas Smith City Manager	<u>Douglas Smith</u>
City of Colonial Heights, Virginia	Hugh (Chip) Fisher Attorney	<u>Hugh P. Fisher, III</u>
City of Colonial Heights, Virginia	Larry Melvin Purchasing Agent	<u>Larry Melvin</u>
County of Goochland, Virginia	Kalli Jackson Deputy County Attorney	<u>Kalli Jackson</u>
County of Goochland, Virginia	Mary Zapata Director of Purchasing	<u>Mary Zapata</u>

Certificate Of Completion

Envelope Id: 964877BE28AA472A8C7D2C348F97B890	Status: Completed
Subject: Contract with Digitech	
Source Envelope:	
Document Pages: 3	Signatures: 9
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	PO Box 70
	Dinwiddie, VA 23841
	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

Record Tracking

Status: Original	Holder: Hollie Casey	Location: DocuSign
5/21/2024 11:50 AM	hc Casey@dinwiddieva.us	

Signer Events

Signature	Timestamp
Hugh P. Fisher, III	Sent: 5/22/2024 11:39 AM
fisherh@colonialheightsva.gov	Resent: 5/23/2024 03:13 PM
Security Level: Email, Account Authentication (None)	Viewed: 5/28/2024 11:37 AM
	Signed: 5/28/2024 11:39 AM
Signature Adoption: Pre-selected Style	
Using IP Address: 50.204.73.210	

Electronic Record and Signature Disclosure:

Accepted: 5/28/2024 | 11:37 AM
 ID: ac4fdd82-59a9-421f-8355-0cf967335564
 Company Name: Dinwiddie County

Kalli Jackson		Sent: 5/22/2024 11:39 AM
kjackson@goochlandva.us	<i>Kalli Jackson</i>	Viewed: 5/22/2024 05:16 PM
Security Level: Email, Account Authentication (None)		Signed: 5/22/2024 05:17 PM
Signature Adoption: Pre-selected Style		
Using IP Address: 74.81.173.42		

Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 | 05:16 PM
 ID: 83e17d84-d3d2-4e38-bca1-eaed35c2dd87
 Company Name: Dinwiddie County




William Hefty		Sent: 5/22/2024 11:39 AM
bill@heftywiley.com	<i>Wm Hefty</i>	Viewed: 5/22/2024 02:07 PM
Legal Counsel		Signed: 5/22/2024 02:08 PM
County of Dinwiddie		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 104.28.78.154	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dawn Titmus		Sent: 5/28/2024 11:39 AM
ditmus@dinwiddieva.us	<i>Dawn Titmus</i>	Resent: 5/28/2024 11:52 AM
Security Level: Email, Account Authentication (None)		Resent: 5/29/2024 03:00 PM
		Viewed: 5/29/2024 04:58 PM
		Signed: 5/29/2024 05:00 PM
Signature Adoption: Pre-selected Style		
Using IP Address: 139.60.228.178		

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 5/29/2024 04:58 PM ID: e5b3a911-4c61-48c8-beab-db4662fb2795 Company Name: Dinwiddie County</p> <p>Larry Melvin melvinl@colonialheightsva.gov Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.204.73.210</p>	<p>Sent: 5/28/2024 11:39 AM Viewed: 5/28/2024 11:42 AM Signed: 5/28/2024 11:43 AM</p>
<p>Electronic Record and Signature Disclosure:</p>		
<p>Accepted: 5/28/2024 11:42 AM ID: b0bf0f23-89d2-4c37-98bb-82d99dcffe18 Company Name: Dinwiddie County</p> <p>Mary Zapata mzapata@goochlandva.us Purchasing Director Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 74.81.173.42</p>	<p>Sent: 5/28/2024 11:39 AM Viewed: 5/28/2024 11:48 AM Signed: 5/28/2024 11:49 AM</p>
<p>Electronic Record and Signature Disclosure:</p>		
<p>Accepted: 5/28/2024 11:48 AM ID: dfbfc157-2c39-4911-8ecf-f23ad629ddb2 Company Name: Dinwiddie County</p> <p>Douglas Smith smithd@colonialheightsva.gov City Manager City of Colonial Heights Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.204.73.210</p>	<p>Sent: 5/29/2024 05:00 PM Viewed: 5/30/2024 09:06 AM Signed: 5/30/2024 11:52 AM</p>
<p>Electronic Record and Signature Disclosure:</p>		
<p>Accepted: 5/30/2024 09:06 AM ID: 4d177853-7295-4494-b746-380c91790c71 Company Name: Dinwiddie County</p> <p>W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178</p>	<p>Sent: 5/29/2024 05:00 PM Viewed: 5/29/2024 05:05 PM Signed: 5/29/2024 05:05 PM</p>
<p>Electronic Record and Signature Disclosure:</p>		
<p>Accepted: 4/17/2020 03:04 PM ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4 Company Name: Dinwiddie County</p> <p>Mark Schiowitz mschiowitz@digitechcomputer.com President & CEO Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 167.206.146.22</p>	<p>Sent: 5/30/2024 11:52 AM Viewed: 5/30/2024 12:50 PM Signed: 5/30/2024 12:50 PM</p>
<p>Electronic Record and Signature Disclosure:</p>		
<p>Accepted: 5/30/2024 12:50 PM ID: 4ca7f463-b853-48bc-82c4-c87e44c8aa3d Company Name: Dinwiddie County</p>		

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 5/30/2024 12:50 PM Viewed: 5/30/2024 02:08 PM Signed: 5/30/2024 02:08 PM
Electronic Record and Signature Disclosure: Accepted: 4/21/2023 03:51 PM ID: 8c6ebce9-1f30-4ad5-aa26-0b42eedd7d65 Company Name: Dinwiddie County		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Digitech Contracts contracts@digitechcomputer.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/30/2024 11:52 AM Viewed: 5/30/2024 12:51 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jackie Herrera jherrera@digitechcomputer.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/30/2024 11:52 AM Viewed: 5/30/2024 12:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/22/2024 11:39 AM
Envelope Updated	Security Checked	5/28/2024 11:52 AM
Envelope Updated	Security Checked	5/28/2024 11:52 AM
Envelope Updated	Security Checked	5/30/2024 09:55 AM
Envelope Updated	Security Checked	5/30/2024 09:55 AM
Envelope Updated	Security Checked	5/30/2024 09:55 AM
Envelope Updated	Security Checked	5/30/2024 09:55 AM
Certified Delivered	Security Checked	5/30/2024 02:08 PM
Signing Complete	Security Checked	5/30/2024 02:08 PM
Completed	Security Checked	5/30/2024 02:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.