



Hall County Government
FINANCIAL SERVICES

REVENUE GENERATING CONTRACT #43-015
EMS BILLING AND COLLECTION SERVICES

ARTICLE #101 - INTRODUCTION

This Contract for EMS Billing And Collection Services (hereinafter referred to as "Services") is made and entered into as of _____ (hereinafter referred to as "Effective Date" or "Date of Execution") by and between Hall County, Georgia (hereinafter referred to as "The County"), located at 2875 Browns Bridge Rd., Gainesville, Georgia 30504, and a Digitech Computer LLC, located at 480 Bedford Road, Building 600, Second Floor, Chappaqua, New Your 10514, an entity that is legally registered and qualified, holding any such licenses and certifications as may be required to render Services, to do business in the State of Georgia (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, The parties mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to The County in exchange for payment as compensation as a result of the competitively bid RFQ/P # 43-015 and the Bidder's response thereof, the Scope of Work, Exhibits, Attachments and references, to The County, in consideration of the terms and conditions contained herein and the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows.

ARTICLE #102 - CONTRACT

A. Contractor agrees to provide the following Services to The County as outlined below.

EMS Billing and Collection Services

B. County hereby agrees to provide the following payments as compensation to Contractor.

The amount of 3.59% of net revenue generated.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract is required to provide notice to the other party in compliance herewith, Notice shall be provided to the following persons:

COUNTY PROJECT MANAGER

Attn: Chief Christie Grice
Department: Fire Rescue EMS Division Chief
Email: cgrice@hallcounty.org
Phone: 770-531-6838

COUNTY ISSUING OFFICER

Attn: Andy Penick
Department: Purchasing
Email: apenick@hallcounty.org
Phone: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Company Legal Name: Digitech Computer LLC
Attn: Digitech Computer LLC
Physical Address: 480 Bedford Rd.
Address: Bldg. 600 2nd Floor
City State Zip: Chappaqua, NY 10514
Phone: (407) 242-8120
E-mail: smetalf@digitechcomputer.com

REMIT-TO ADDRESS

Company's FEIN #: 11-2693136
Digitech Computer LLC
Mailing Address: 480 Bedford Rd.
Bldg. 600 2nd Floor
City State Zip: Chappaqua, NY 10514
Phone: _____
accountsreceivable@digitechcomputer.com

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

ARTICLE #104 – EXCLUSIVE RIGHTS:

The Contract is exclusive. The County may not select other Contractors to provide Services similar to those described in this Contract unless either party terminates the Contract as outlined under Article # 108 Termination, during the term of the Contract.

ARTICLE #105 – CONTRACT TERM:

- A. **Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future effective date is so designated on this contract, and will last for twelve (12) months from the date of execution, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*.
- B. **Contract Renewal.** The County shall have the option, in its sole discretion, to renew the Contract for up to Four (4), One (1) Year Renewal(s). The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. Renewal(s) will be accomplished through the issuance of a Contract Renewal Document that must be evidenced in writing by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.
- C. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified Services, the County may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) year.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract may not be modified, amended, or added to, except in writing fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not Force Majeure events.
- B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor.

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section 4 above, Contractor shall provide the County with all deliverables up to the date of termination (30 days after the notice is provided), and the County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following thirty (30) days written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or
- C. **Notice of Default.** If Contractor causes one or more of the default events set out in ARTICLE #108.B. of the Contract, the County shall issue a written Notice of Default to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County may:
1. Immediately terminate the Contract for default without additional written notice;
 2. Procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.**
This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive.
- E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
1. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT*.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

G. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the County, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD-PARTIES (Sub-Contractors):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq., require procurement records and all other records received by or prepared or maintained on behalf of the County, including, but not limited to; electronic documents, papers, letters, emails, maps, books, tapes, photographs, policies, procedures, notes, computer based or generated information, or similar material, be made open to public inspection, unless otherwise provided by law
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be printed and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in *ARTICLE #103 - DESCRIPTION OF SERVICES* prior to subcontractor's performance of work.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

ARTICLE # 118– INSURANCE REQUIREMENTS:

A. **Insurance Requirements.** The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504" The policy must protect the Contractor and the County (as an Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all subcontractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- a. Bodily injury by accident - per employee \$ 100,000
- b. Bodily injury by disease - per employee \$ 100,000
- c. Bodily injury by disease – policy limit \$ 500,000

2. Commercial General Liability Policy with at least the following minimum coverage:

- a. Each Occurrence Limit \$1,000,000
- b. Personal & Advertising Injury Limit \$1,000,000
- c. General Aggregate Limit \$ 3,000,000
- d. Products/Completed Ops. Aggregate Limit \$2,000,000

3. Automobile Liability with at least the minimum coverage: \$1,000,000

Combined Single Limit to cover Any Vehicle, leased or rented by the Contractor

4. Umbrella Liability, Excess Liability per Occurrence \$10,000,000
Aggregate \$10,000,000

It shall be the responsibility of the Contractor to require all of its subcontractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. The County shall be named as an additional insured and a copy of the policy. Endorsement must be provided with the insurance certificate.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.
- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this *ARTICLE #118* shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** Contractor warrants that no County owned vehicles or equipment will be used in the performance of this Contract. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The Contractor's compensation of 3.59% of net revenue for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response which is attached hereto and incorporated into this Contract as if

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

fully set forth herein. Payments will be made to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The PO will be issued by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #102*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor. **POs may not be required for Revenue Generating Contracts.**

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO or Notice to Proceed, which shall provide a commencement date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the Services provided have been inspected and accepted by the County. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

3. The County does not pay for services not yet received.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS, RETAINAGE

A. Bonds are not required on this contract.

B. Retainage is not required on this contract

ARTICLE # 124 - TAXES:

The County is exempt from Federal Excise Taxes, and the County is exempt from State and Local Sales and Use Taxes on the Services and the County's Sales and Use Tax Exemption Certificate is hereto attached to this contract.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party brings suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

No civil action with respect to any dispute or claim arising out of or relating to this Contract may be commenced without first giving thirty (30) calendar day's written notice to the other party of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties acknowledge that the following listed Exhibits and Attachments are hereby incorporated into and made a part of this Contract as though expressly written herein.

129.1 List of EXHIBITS:

- EXHIBIT A: Scope of Work
- EXHIBIT B: Bidders Response
- EXHIBIT C: Rate and Fee Schedule

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

129.2 List of Attachments:

- Attachment 1: Contractor's W-9 Form
- Attachment 2: Contractor's Business License
- Attachment 3: e-Verify & S.A.V.E. Affidavit(s)
- Attachment 4: Certificate of Insurance
- Attachment 5: Performance and Payment Bonds (if applicable)
- Attachment 6: GIS/Locations Maps (if applicable)
- Attachment 7: Cone-of-Silence Affidavit
- Attachment 8: Mandatory Bid Response Sheet

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

ARTICLE # 132 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

- offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
 12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
 15. The County does not accept automatic renewals with the exception of monthly subscription services.
 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
 17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
 21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
 23. Receipt of goods or services does not constitute acceptance.
 24. Title to the goods shall remain with the Supplier until acceptance by The County.
 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
 27. No right or interest in the contract shall be assigned by the Supplier without written permission of The County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by The County shall become and remain County property and shall be delivered to The County upon request.
 32. Invoices should be submitted to The County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

Digitech Computer LLC

HALL COUNTY, GEORGIA

By: [Signature] (s)

By: _____

Title: Chief Operating Officer

Richard Higgins, Chairman
Hall County Board of Commissioners

Print Name: Walter C. Pickett II

Attestment: _____
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

Sworn to and subscribed before me this

9th Day of December, 2022

_____ Day of _____, 2022

Notary Public: [Signature]

Notary Public: _____

Notary commission expires: 10/3/2026

Notary commission expires: _____

[Locus Sigilli]

[Locus Sigilli]

APPROVED AS TO FORM:

JOHN TSANTAKIS
Notary Public, State of New York
No. 01TS5034050
Qualified in Putnam County
Commission Expires October 3, 2026

Van Stephens, County Attorney
William Linkous, Deputy County Attorney