



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: 9/23/2025

Digitech Computer LLC
480 Bedford Road, Suite C-202
Chappaqua, NY 10514

Attention: Mark Schiowitz, President and CEO

Reference: Arlington County Agreement Number C25233

Acceptance Agreement

Contract Number: 4400014117

This Acceptance Agreement signifies a contract to provide Ambulance Billing and Accounts Receivables Follow-up Services. The period of the contract shall be from Date of Award through April 30, 2026, with four (4) one-year renewal options pursuant to the Arlington County Agreement Number C25233.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Fairfax County Contract.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to the Standard Form Contract paragraph 13 within ten (10) days after receipt of this letter. All questions in regard to this contract shall be directed to the Contract Specialist, Sehresh Tanweer, at 703-324-2719 or via e-mail at sehresh.tanweer@fairfaxcounty.gov.

DocuSigned by:

Lee Ann Pender

E239B762E600465

Lee Ann Pender, CPPB
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

THE PARTIES TO THIS CONTRACT, Fairfax County ("Fairfax County" or "the County") AND Digitech Computer LLC ("Contractor"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the Contractor to provide ambulance billing and accounts receivables follow-up services for Fairfax County Fire and Rescue Department in accordance with the terms and conditions of the Arlington County Agreement Number C25233, Exhibit A (Scope of Services), Exhibit B (Fairfax County Business Associate Agreement), and Exhibit C (Non-Disclosure and Data Security Agreement). The County shall have all rights and remedies available to the Arlington County as set forth in Agreement Number C25233.
2. PERIOD OF CONTRACT:
 - a. The period of this this contract shall be from Date of Award through April 30, 2026, with four (4) one-year renewal options.
3. COMPENSATION:
 - a. Fairfax County agrees to pay the Contractor a fee of 3.95% of Net Collected Revenue. Net Collected Revenue is defined as total collected revenue less refunds. Any change in pricing shall be pursuant to the Arlington County Agreement Number C25233. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
4. AUTHORITY:
 - a. The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities is of no effect, void, and does not bind the County.

The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
5. DEFINITIONS: The term "contract" refers to this standard form contract and any exhibits. Unless otherwise defined in this contract, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.
6. INTERPRETATION OF CONTRACT:
 - a. Any questions pertaining to this contract shall be directed to:

Sehresh Tanweer, CPPB, VCA, Contract Specialist II
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-2719
E-mail: sehresh.tanweer@fairfaxcounty.gov

7. **METHOD OF ORDERING:** As requirements arise, authorized individuals may place orders for specific quantities of items covered in this contract. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.
8. **INSPECTION AND ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
9. **BILLING:** Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.
10. **PAYMENT:**
 - a. Payment will be made after satisfactory performance that is in accordance with all provisions of the contract and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
 - b. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.
11. **SHIPPING:** All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the Contractor received prior approval from the Purchasing Agent.
12. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
13. **CONTRACT INSURANCE PROVISIONS:**
 - a. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
 - b. The Contractor must during the continuance of all work under the contract provide the following:
 - (1) Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - (2) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury,

wherever located, resulting from any action or operation under the contract or in connection with the contracted work.

- (3) Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
 - (4) Cyber Insurance, in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.
- c. Liability Insurance "Claims Made" basis:
- (1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 - (2) The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- d. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- e. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- f. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- i. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance

Certificate that this coverage "is primary to all other coverage the County may possess."

- j. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- k. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- m. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- n. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- o. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- p. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- q. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

14. INDEMNIFICATION:

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph (Indemnification), however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

- 15. CONTRACT ALTERATIONS: No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
- 16. CHANGES: If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

- 17. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
- 18. TERMINATION OF CONTRACTS- This Contract will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 19. TERMINATION FOR CONVENIENCE
 - a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever

the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

- b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 20.b shall survive termination of the contract.

20. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor is entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

21. GUARANTIES & WARRANTIES: All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

22. GENERAL GUARANTY: Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

23. SERVICE CONTRACT GUARANTY: Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

24. OFFICIALS NOT TO BENEFIT:

- a. Each bidder, offeror or contractor shall certify, upon signing a bid, proposal or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose a financial benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible financial benefit.
- c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

25. LICENSE REQUIREMENT: All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>.

26. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

27. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. SUPPLIER DIVERSITY:

- a. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- b. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

29. INELIGIBILITY: Any person or firm suspended or debarred from participation in County procurement will be notified in writing by the County Purchasing Agent, in accordance with Article 5, Section 1 of the Fairfax County Purchasing Resolution.

30. ORDER OF PRECEDENCE: In the event of conflict, the provisions of this standard form contract take precedence over any other contract document.

31. DELAYS AND SUSPENSIONS:

- a. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- b. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- c. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

32. CONTRACTUAL DISPUTES:

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of

claims shall not delay payment of amounts agreed due in the final payment.

33. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.
34. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
35. **COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:** The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.
36. **HIPAA COMPLIANCE:** During the performance of this contract, the Contractor agrees to comply with Article 2, Section 7 of the Fairfax County Purchasing Resolution, as amended. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.
37. **PERSONALLY IDENTIFIABLE INFORMATION:** Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.
38. **NON-DISCRIMINATION:**
- a. During the performance of this contract, the contractor agrees:
- i. that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

The contractor will include the provisions of paragraphs i, ii, and iii above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. **Fairfax County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.**
39. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
40. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.
41. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
42. **VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.
43. **AUDIT OF RECORDS-** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. Alternatively, Contractor may turn over all records to the County at the termination of this Agreement in standard SQL format and end its obligations to maintain any of the records provided to the County in this format.

ACCEPTED BY:

Walter C. Pickett II
Walter C. Pickett II (Sep 6, 2025 07:07:35 EDT)

Walter C. Pickett II, CEO
Digitech Computer LLC (CONTRACTOR)

09/06/2025

Date

DocuSigned by:

Lee Ann Pender

E239B762E600465...

Lee Ann Pender
Director/County Purchasing Agent

9/22/2025

Date

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	<u>X</u> Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

NAME OF FIRM: Digitech Computer LLC

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

X is a corporation or other business entity with the following SCC identification number:
T0805749 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

The Contractor will provide all ambulance billing and accounts receivables (AR) follow-up services for Fairfax County Fire and Rescue Department (FCFRD).

Overview of Services:

- 1.1. Contractor shall prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to contractor by FCFRD. Knowledge, experience and judgment shall be applied to avoid or prevent the submission of claims, bills or invoices to any third-party payer, based on the documentation submitted by FCFRD, that the services rendered do not qualify for reimbursement by the appropriate payer. Any documentation, patient care reports, claims or other such documents believed to be incomplete or that do not qualify for reimbursement will be returned to the County for further processing or development along with an explanation of the reasons for why the transport cannot be submitted for reimbursement, and any additional information that may be required in order for the claim to be complete within two business days. Contractor will provide a weekly report of non-billable calls with explanation for FCFRD review and further determination.
- 1.2. Contractor shall prepare and mail all invoices and overdue notices. All notices, invoices and letters must be in a form approved by the County and must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the County requires a business-like demeanor in dealing with assigned accounts.
Note: The County will not tolerate debtor harassment, or improper or unreasonable conduct by the contractor in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.
- 1.3. Contractor shall assure that all the information needed for billing is obtained. If information is missing from a billing file, it is the Contractor's responsibility to notify the County within two days of receipt of a partial or incomplete file.

Daily and/or weekly (depending on the specific destination facility), FCFRD currently receives electronic files containing the demographic and insurance information on its transported patients from INOVA Health System, Reston Hospital and Virginia Hospital system facilities (i.e., the destination facilities for approximately 94% of all FCFRD transports). Contractor shall assure that this demographic and insurance information is retrieved and matched to the applicable electronic patient care report (ePCR) to generate a reviewable claim within two business days of receipt of all required billing information.

For any demographic and insurance records not automatically sent by the aforementioned destination hospital systems, the Contractor is responsible for obtaining this information for any and all outstanding transports from the appropriate destination hospital facilities.
- 1.4. If a particular insurer or payer requires an overpayment or refund form to accompany such an overpayment or credit balance refund, the Contractor will complete such form and submit it to the County with its payment requisition form. The Contractor will work with the County to develop a refund interface file that works with the County's Financial System. All refund requests will be prepared within 30 days of the day the account balance becoming a credit balance.
- 1.5. The Contractor's reports provided in Special Provisions, paragraphs 6.16, 6.17, and 6.18 must be able to be accessed or created by authorized staff at Fairfax County Fire and Rescue.

- 1.6. Upon receipt of a written notice from the County, signed by the Program Manager, the Contractor shall immediately suspend any invoicing and/or collection efforts on an account.
- 1.7. It will be the responsibility of the Contractor to pursue collection action on all accounts for a period of 180 days following the date of the initial claim, invoice, or bill. The Contractor will issue reminder notices within a billing schedule agreed to by the County. A schedule of all accounts eligible for transfer to bad debt shall be sent each month. This schedule will include all accounts over 180 days.
- 1.8. The Contractor will provide a Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy (i.e., Service Organization Control – SOC 2 Type 2 report) completed by an independent auditing contractor within the past 24 months.

This SOC 2 Type 2 report must have been conducted in accordance with American Institute of Certified Public Accountants (AICPA) professional standards outlined under Statements on Standards for Attestation Engagements (SSAE 16), AT Section 101 (Attest Engagements) and TSP Section 100 (Trust Services Principles, Criteria, and Illustrations for Security, Availability, Processing, Integrity, Confidentiality and Privacy). <https://www.isaca.org/Groups/Professional-English/isae-3402/Documents/SOC2.pdf>
- 1.9. The Contractor will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop. The Contractor will respond to the requests by agreed upon time frames.
- 1.10. The Contractor will meet monthly or as needed at the Fairfax County Fire and Rescue offices to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable will be prepared, identifying among other issues, the strengths weaknesses and opportunities of the performance. In addition, key issues that might arise in the future will be identified, along with strategies to address the issues. A quarterly written report will be provided to the Fairfax County Fire and Rescue program manager on areas of deficiency and identify areas where Fairfax County Fire and Rescue pre-hospital personnel can improve documentation.
- 1.11. Background checks must be performed on all employees and agents of the Contractor who shall perform services under this RFP and subsequent contracts. At a minimum, the background checking process must include criminal history checks and checks against the "List of Excluded Individuals and Entities" ("LEIE"), maintained by the Office of Inspector General, United States Department of Health and Human Services (<http://oig.hhs.gov> select link for: Exclusions Database). The Contractor, at the inception of the contract and throughout the term of the contract, must ensure that no individuals with criminal convictions (other than traffic violations) or who appear on the LEIE perform any services under this contract with the County. The Contractor must immediately report to the County in writing, if it becomes aware that any of its employees or agents performing services under the contract have been convicted of a crime (other than a traffic violation) or have been placed on the LEIE.
- 1.12. Prior to contract award, the Contractor shall provide an initial written certification that it has completed background checks as set forth in this section on all employees and proposed employees or agents performing services on behalf of the County. Once awarded, Contractor must furnish to the County a written certification no less frequently than once per year during the term of the contract.
- 1.13. The Contractor will provide all credentialing services.

- 1.14. If requested, the Contractor will assume billing for all open accounts at the contract start date (i.e., incidents with a date of service beginning on February 19, 2024) using the established fee schedule agreed upon in the contract.
- 1.15. The Contractor will be responsible for cost of mailing all patient related information to include correspondence from the County if requested.
- 1.16. All work performed by the Contractor, Contractor's staff or subcontractors pertaining to this contract must be completed in the United States.
- 1.17. The Contractor will provide a secure method for County staff to print patient statements.
- 1.18. The Contractor must have a documented security and disaster recovery plan in place. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The Contractor must describe its disaster recovery plan for the proposed system. These methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards. The system shall include:
 1. Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
 2. Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.
 3. File protection: This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
 4. Integrity Checking Feature: The system shall provide the capability of identifying the existence of program and/or system discrepancies.
 5. Hardware Redundancy: Implementing backup drives and Raid configurations for database, application and network servers.

FAIRFAX COUNTY BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into this 23th day of September 2025, by and between Digitech Computer LLC ("Business Associate") and Fairfax County ("Fairfax County" or "Covered Entity"), as defined in Section 1.1 below.

RECITALS

A. Fairfax County is a Hybrid Covered Entity. The County's covered components are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. Business Associate is Digitech Computer LLC.

C. The parties desire to enter into this Agreement regarding the use and/or disclosure of Protected Health Information ("PHI") as required by HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the "HITECH Act"), and their implementing regulations, including the Federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINED TERMS.

1.1. Defined Terms. Capitalized terms used but not otherwise defined in this Agreement have the same meaning given to such terms in HIPAA, the HITECH Act, or the implementing regulations promulgated there under, including but not limited to the Privacy and Security Rules at 45 C.F.R. Part 160 and 45 C.F.R. Part 164. For purposes of this Agreement,

(a) "Covered Entity" means Fairfax County's covered components, and any Affiliate, and shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103;

(b) "Business Associate" means Digitech Computer LLC in reference to this Agreement, and shall have the same meaning as the term "business associate" at 45 C.F.R. § 160.103.

(c) “Affiliate” means any entity that Controls, is under the Control of, or is under common Control with, the Covered Entity; “Affiliate” also means any entity that Controls, is under the Control of, or is under common Control with the Business Associate;

(d) “Control” or “Controls” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity;

(e) “Protected Health Information” or “PHI” means individually identifiable health information that is: transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium.

(f) “Client” refers to patients and other individuals who receive and have received services from the Covered Entity; and for whom the covered Entity maintains any PHI.

2. BUSINESS ASSOCIATE OBLIGATIONS.

2.1. Business Associate Status. Business Associate acknowledges and agrees that it is a “business associate” as defined by the Privacy and Security Rules.

2.2. Business Associate’s Use or Disclosure of PHI. Business Associate may use or disclose PHI only *as necessary to perform the services set forth in the parties’ Contract 4400014117* and only to the extent such use or disclosure of PHI (a) would not violate the Privacy Rule if done by Fairfax County, (b) is reasonably limited to the minimum necessary information to accomplish the intended purposes of the use or disclosure; (c) is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e); and (d) is in compliance with the HITECH Act and its implementing regulations. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or by applicable law.

2.3. Safeguards for Protection of PHI.

(a) Business Associate will use appropriate safeguards to prevent use and/or disclosure of PHI other than as provided for by this Agreement.

(b) Business Associate will comply with applicable Security Rule provisions set forth at 45 C.F.R. Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 C.F.R. §164.306), Administrative Safeguards (45 C.F.R. § 164.308), Physical Safeguards (45 C.F.R. § 164.310), Technical Safeguards (45 C.F.R. § 164.312),

Organizational Requirements (45 C.F.R. §164.314) and Policies and Documentation (45 C.F.R. § 164.316), and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Fairfax County.

(c) To the extent Business Associate is to carry out an obligation of Fairfax County under the Privacy Rule provisions set forth at 45 C.F.R. Part 164, Subpart E as directed by Fairfax County pursuant to the terms of this Agreement, Business Associate will comply with the requirements of the Privacy Rule that apply to Fairfax County in the performance of such obligation.

(d) To the extent Business Associate includes information received from Fairfax County in research reports, such information may only be published in aggregate form in which PHI has been rendered non-identifiable such that the information cannot be re-identified.

2.4. Notification.

(a) Business Associate will promptly report to Fairfax County's HIPAA Compliance Officer any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. This includes, but is not limited to, reporting breached of Unsecured Protected Health Information as required at 45 C.F.R. 164.410.

(b) Business Associate will report to Fairfax County's HIPAA Compliance Officer any Security Incident of which it becomes aware, in the following time and manner:

i. any actual, successful Security Incident will be reported to Fairfax County in writing within three (3) business days of the Business Associate's discovery of such actual, successful Security Incident.

ii. For any actual, successful Security Incident, or for any attempted, unsuccessful, Security Incident of which Business Associate becomes aware, Business Associate shall promptly complete a breach assessment tool (Appendix A) and provide the completed assessment to Fairfax County's HIPAA Compliance Officer within three (3) business days of completion.

(c) Subject to any law enforcement delay required under 45 C.F.R. § 164.412, Business Associate will report to Fairfax County's HIPAA Compliance Officer in writing any Breach of Unsecured PHI within three (3) business days of discovery, and any such report shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of any such potential Breach, together with such other information regarding the potential Breach as is known to Business Associate at the time such report is made (such as the type of PHI involved in the event, the nature of the information accessed, acquired or disclosed, etc.) or promptly thereafter as such other information becomes available.

i. Fairfax County may require Business Associate to provide Notice to Individuals affected by a Breach caused by Business Associate, as required by 45 C.F.R. § 164.404. If Fairfax County provides the required Notice to Individuals as a result of Business Associate's Breach, Fairfax County reserves the right to be reimbursed by Business Associate all direct and indirect costs related to providing such Notice.

2.5. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or as the result of any Security Incident known to Business Associate.

2.6. Cooperation. Business Associate will work cooperatively with Fairfax County in connection with Fairfax County's investigation of any Breach and in connection with any notices Fairfax County determines are required as a result.

2.7. Subcontractors. Business Associate will ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply through the applicable Engagement and this Agreement to Business Associate with respect to such PHI.

2.8. Client Rights Regarding PHI. The Privacy Rule grants Clients certain rights with regard to the PHI maintained in a "Designated Record Set" (as such term is defined in 45 C.F.R. § 164.501) about them. Fairfax County hereby agrees that the PHI provided to Business Associate shall not constitute a Designated Record Set or shall be limited to duplicates of information maintained in a Designated Record Set by the Fairfax County. However, to the extent Business Associate maintains PHI for an Individual in a Designated Record Set, Business Associate shall provide access to such PHI to Fairfax County or, as directed by Fairfax County, to an Individual in order to meet the requirements under 45 C.F.R.

§ 164.524. Business Associate shall document disclosures of PHI and such information related to such disclosures as would be required for Fairfax County to respond to a request by a Client for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to Fairfax County), and shall provide such information to Fairfax County promptly upon written request by Fairfax County. Business Associate shall notify Fairfax County promptly if Business Associate receives a request from a Client to access, amend or receive an accounting of disclosures of Client's PHI.

2.9. Books and Records.

(a) If Business Associate receives a request from the Secretary of Health and Human Services (the "Secretary") that Business Associate make available its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Fairfax County, to the Secretary for purposes of determining Fairfax County's compliance with the Privacy Rule, Business Associate shall promptly notify Fairfax County that it has received such a request. Upon Business Associate's receipt of a written directive to do so from Fairfax County, Business Associate will make the relevant internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary.

(b) Nothing in this section shall be construed to require Business Associate to disclose or produce to the Secretary communications that are subject to attorney-client privilege held by Business Associate with respect to legal advice it seeks from other legal counsel. Although Business Associate and Fairfax County are making a good faith effort to achieve conformance of these terms and conditions with the requirements of applicable law, Fairfax County acknowledges that Business Associate has not represented or warranted to Fairfax County, that these terms and conditions, including the procedures outlined in this paragraph, will be deemed by the Secretary or a court to satisfy the requirements of the Privacy and Security Rules or the HITECH Act.

(c) Fairfax County's HIPAA Compliance Officer may make a written request that Business Associate make available its internal HIPAA documents and records, whether in hardcopy or electronic form, to the County for purposes of determining Business Associate's compliance with HIPAA. For purposes of this BAA, "internal HIPAA documents and records" means HIPAA policies and procedures, risk assessments, training records, electronic systems, and other practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Fairfax County. Upon Business Associate's receipt

of the written request, Business Associate will make the relevant internal records available to Fairfax County's HIPAA Compliance Officer.

2.10. Use or Disclosure for Business Associate Administration.

Except as otherwise limited by the terms of this Agreement:

(a) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

(b) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.11. Reporting of Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the Privacy Rule.

3. OBLIGATIONS OF COVERED ENTITY.

3.1. Notice of Privacy Practices. As applicable, Fairfax County shall notify Business Associate in writing of any and all limitations in its notice of privacy practices or its policies or procedures to the extent that any such limitation may affect Business Associate's use or disclosure of PHI.

3.2. Notice of Modifications. Fairfax County shall notify Business Associate in writing of any changes in, or revocation of, an authorization or other permission by a Client to use or disclose PHI to the extent that such change or revocation may affect the use or disclosure of PHI by Business Associate or its subcontractors.

3.3. Special Restrictions. Fairfax County shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Fairfax County has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.4. Scope of Requests for Use or Disclosure. Except for the uses and disclosures of PHI contemplated by Sections 2.2 and 2.10 above, Fairfax County

shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act, or their implementing regulations, if done by Fairfax County.

4. TERM AND TERMINATION.

4.1. Term. This Agreement shall be effective on the date first written above, and shall expire upon full performance of the *parties' underlying Contract 4400014117, including any purchase order issued thereunder*.

4.2. Termination by Covered Entity. Upon Fairfax County's becoming aware of a breach of this Agreement by Business Associate, Fairfax County shall provide written notice of and an opportunity for Business Associate to cure the breach or end the violation of the Agreement. If the breach is not cured or the violation is not terminated within forty-five (45) days of the date of such notice, the Covered Entity may terminate this Agreement. Multiple breaches of this Agreement or violations by the Business Associate may result in termination of this Agreement with thirty (30) days' notice to Business Associate and without an opportunity to cure any further breach of violation.

4.3. Return of PHI. Upon any termination, expiration, or non-renewal of this Agreement, Business Associate will return or, at the request and expense of Fairfax County, destroy any PHI that Business Associate, its agents, or subcontractors then maintains in any form. If, however, Business Associate or the Fairfax County determine that such return or destruction is not feasible, such PHI will not be returned or destroyed and Business Associate will remain bound by the provisions of this Agreement as to such retained PHI until such PHI is returned to Fairfax County or destroyed.

5. MISCELLANEOUS

5.1. Notices. Any notice required or permitted under this Agreement will be given in writing to –

the Covered Entity at:

Tanya Bullock, HIPAA Compliance Officer
12000 Government Center Parkway, Suite 533
Fairfax, VA 22035
Phone: (703) 324-2164

to the Business Associate at:

Digitech Computer LLC

Attention: Compliance Officer
480 Bedford Road
Suite C-202
Chappaqua, NY 10514
With a copy to: compliance@digitechcomputer.com
Phone: 914-339-2236

Notices will be deemed to have been received upon actual receipt, one business day after being sent by overnight courier service, or five (5) business days after mailing by certified or priority mail, whichever occurs first.

5.2. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles.

5.3. No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third party.

5.4. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

5.5. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

5.6. Amendments. This Agreement may not be modified in any respect other than by a written instrument signed by both parties.

5.7. Assignment. This Agreement is not assignable by either party without the other party's written consent.

5.8. Renegotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, HIPAA, the Privacy and Security Rules, the HITECH Act, and any regulations promulgated pursuant to HIPAA or the HITECH Act.

5.9. Regulatory and Statutory References. Any reference in this Agreement to HIPAA, the HITECH Act, the Privacy Rule the Security Rule, or any other regulations implementing HIPAA or the HITECH Act, shall mean such statute or regulation as in effect at the time of execution of this Agreement or, if and to the extent applicable, as subsequently updated, amended or revised.

5.10. Interpretation. Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

5.11. 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.

5.12. Scope and Effect of Agreement. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes and replaces, from the date of this agreement, all other prior discussions, representations, agreements and understandings of every kind or nature, whether oral or written, with respect to the subject matter here of, including without limitation each previously existing business associate agreement, if any, between Business Associate and the Covered Entity.

5.13. Survival. The provisions of Section 4.3 and Section 5 shall survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates written below.

Digitech Computer LLC
(Business Associate)

Fairfax County
(Covered Entity)

By:

By:

Walter C. Pickett II
Walter C. Pickett II (Sep 6, 2025 07:07:35 EDT)

DocuSigned by:
Lee Ann Pender
E239B762E600465...

Name and Title:
Walter C. Pickett II
CEO

Name and Title:
Lee Ann Pender
Director/County Purchasing Agent

Date:

Date:

09/06/2025

9/22/2025

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of **Digitech Computer LLC** ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Fairfax County Standard Form Contract 4400014117 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Contract Number 4400014117
Exhibit C
Non-Disclosure and Data Security Agreement

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County- networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Digitech Computer LLC

Authorized Signature: Walter C. Pickett II
Walter C. Pickett II (Sep 6, 2025 07:07:35 EDT)

Printed Name and Title: Walter C. Pickett II, CEO

Date: 09/06/2025