

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR CARES ACT PURCHASE(S)
(GE Healthcare)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **GE Healthcare** (hereinafter "Service Provider" or "GE"). Customer agrees to engage Service Provider as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. GE's Quote #2008691897.1, dated December 13, 2021;and
- B. This County Addendum for Purchase of Goods and Services under CARES Act funding.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Service Provider agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a

Saturday or Sunday.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Service Provider agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that Customer shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Service Provider reasonable advance notice of intended audits. In no circumstances will Service Provider be required to create or maintain documents not kept in the ordinary course of Service Provider's business operations, nor will Service Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

XIII.

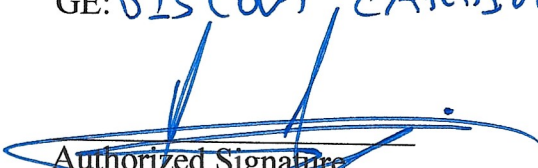
County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

GE: DISCOWT CARROLL

Authorized Signature
Date: _____, 2021



Authorized Signature
Date: 12/17, 2021



Williamson County New Vendor Packet

Thank you for your interest in Williamson County. The following pages contain documents to help facilitate the process of becoming a vendor with Williamson County. Please utilize the checklist below as a resource for the onboarding process.

Checklist

- W-9 (required)
- New Vendor Form
- Single Use Credit Card or Direct Deposit (ACH) Authorization Form

All payments require Commissioners Court approval prior to being released to the vendor. Commissioners Court meets most Tuesdays and once the payments are approved, vendors are notified via email that their payment has been released.

Williamson County offers two electronic payment methods. Only one electronic payment method/authorization form should be completed per vendor.

Electronic Payment Methods:

- Single use credit card payments
- Electronic Funds Transfer (ACH)

By accepting electronic payments, your organization may:

- **Receive payments faster.** Electronic payments are generally faster due to the elimination of mail float, and there is no time spent depositing checks.
- **Increase fraud protection.** With electronic payments there are no paper checks to manage.
- **Simplify reconciliation.** You will receive detailed remittance information electronically.

Once completed, please return all forms to accountspayable@wilco.org or fax to 512-943-3732. If you have any questions when completing the form, please call 512-943-1500.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|--|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. C & R Medical, Inc | |
| | 2 Business name/disregarded entity name, if different from above Discount Cardiology | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 3200 Corte Malpasso #101 | |
| | 6 City, state, and ZIP code Camarillo CA 93012 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | |
|---|----|---------|---------|--|
| Social security number | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> | | | | |
| | | | | |
| or | | | | |
| Employer identification number | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">95</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">4141021</td> <td style="width: 25%;"></td> </tr> </table> | 95 | - | 4141021 | |
| 95 | - | 4141021 | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 4/6/21 |
|------------------|----------------------------|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Williamson County New Vendor Form

Vendor name: DISCOUNT CARDIOLOGY

DBA name (if different than above): CIR MEDICAL

Payment Address: 3200 CONTE MALPASO #101

City: CAMARILLO State: CA Zip Code: 93012

Accounts Receivable Phone Number: 805-484-9985

Email Address: CHRIS@DISCOUNTCARDIOLOGY.COM

Tax ID # 95-4141021

Williamson County Contact: DOUG WHELESS

Preferred Payment Method (select one*):

- Single Use Credit Card – authorization form is required
- Electronic Funds Transfer (ACH) – authorization form is required

**Only complete one of the electronic payment authorization forms on the following pages. Please do NOT complete both forms.*



Williamson County Single Use Credit Card Authorization Form

We invite you to sign up for our fast credit card payment option. All you need to participate is the ability to accept credit card transactions and an email address to register and receive payment notifications. Standard merchant fees will apply when processing your credit card payment. ***If you would rather have electronic payments via ACH, please do not complete this form. The Williamson County Direct Deposit Authorization form should be completed instead.***

What you need to know: For each payment we issue, you will receive an e-mail from Secure Delivery@WellsFargo.com. You will then log into the Wells Fargo Secure Document Delivery system to retrieve a single-use Visa credit card number and detailed electronic remittance information. You will process it just like any other credit card payment when you do not have the card. For example, you might select card not present and then complete the transaction on your point-of-sale (POS) terminal. A **Quick Reference Guide** with detailed information regarding the e-mail and payment retrieval steps, will be provided after setup.

Email Address CHRIS@DISCOUNTCARDLOGY.COM
(credit card information will be sent to this address)

I certify that I am authorized to enter into this agreement on behalf of the account holder.

CHRIS COLEY
Print Name

SALES MANAGER
Title (if company account)


Signature of Account Holder

12/17/21
Date

DISCOUNT CARD LOGY
Company Name

95-4141021
EIN/SSN