

**CONTRACT NO. 2026000190**

**AGREEMENT BETWEEN CHARLOTTE COUNTY  
and  
DIGITECH COMPUTER LLC  
for  
EMERGENCY MEDICAL TRANSPORT BILLING SERVICES**

**THIS AGREEMENT**, is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County," and DIGITECH COMPUTER LLC, 480 Bedford Road, Suite C-202, Chappaqua, New York 10514, hereinafter referred to as the "Consultant".

**WITNESSETH**

**WHEREAS**, the County has determined that it is necessary to retain a consultant to provide Emergency Medical Services Patient Accounts Receivable Services ("PARS") to the County, which includes, but is not limited to, data entry, data processing, billing services, insurance claims filing, collection services, mailing of notices, internal reporting, account follow-up, customer service, external reporting, compliance and training of EMS personnel in the use of systems, procedures and documentation; and

**WHEREAS**, the Consultant has reviewed RFP No. 2026000190, and Addenda Nos. 1 through 2 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described herein.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE 1.  
INCORPORATION OF DOCUMENTS**

1.1. RFP No. 20260190, consisting of pages 1 through and including 22, issued by the County on March 18, 2026; Addendum No. 1 issued by County on April 1, 2026; Addendum No. 2 issued by County on April 10, 2026; and the Proposal submitted by Consultant dated April 16, 2026, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 20260190, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement, including all Exhibits hereto;
- 2) RFP No. 20260190 and Addenda 1 and 2;
- 3) The Proposal submitted by Consultant dated April 16, 2026.

**ARTICLE 2.**  
**CONSULTANT'S SCOPE OF SERVICES**

2.1. Consultant agrees to provide professional PARS services pursuant to **Paragraph RP-21, Scope of Services, of RFP No. 2026000190**. Consultant shall be required to work in close cooperation with the staff of Charlotte County Public Safety Division.

2.2. Consultant agrees to provide its services continuously through the term of this Agreement.

2.3. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide.

**ARTICLE 3.**  
**COMPENSATION AND PAYMENT OF  
CONSULTANT'S SERVICES**

3.1. The compensation for Consultant's services shall be as set forth in the Proposal submitted by Consultant on April 16, 2026, Part Nine: Pricing. Specifically, the fee for billing and collection fee for non-Medicaid collections is 2.95% of net collections; and the fee for processing of Medicaid accounts is \$8.50 per Medicaid account. All fees and costs are included in these rates, except for credit card processing fees paid by patients.

3.2. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the services performed and shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.3. Payment will be made by the County for services actually rendered by Consultant. Invoices are subject to review and approval by the County Director of Public Safety or his/her designee.

3.4. Should the County Director of Public Safety, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or services rendered, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

**ARTICLE 4.**  
**CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 5.**  
**OWNERSHIP AND USE OF DOCUMENTS**

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement and related solely to the County (and not Consultant's customers in general) are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County. County shall not use Consultant's training materials after the expiration of this Agreement.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

**ARTICLE 6.**  
**COUNTY'S RESPONSIBILITIES**

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be

performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

## **ARTICLE 7.** **TERM / TERMINATION**

7.1. The Effective Date of this Agreement is the date on which this Agreement is signed by both parties.

7.2. The term of this Agreement shall be for the period commencing on July 1, 2026 up through and including December 31, 2027, with an option to renew for two (2) additional one (1) year terms upon the same terms and conditions, unless terminated sooner pursuant to paragraphs 7.3. and 7.4., below.

7.3. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice by certified mail to the other of intent to terminate. However, no termination for cause will be effective unless the other party is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days written notice which shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated in Section 7.5., below.

7.5. In the event of termination by either party, Consultant shall be entitled to compensation for services rendered through the effective date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

## **ARTICLE 8.** **NOTICES**

8.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

**CONSULTANT:**

Name: Walter C. Pickett II  
Chief Executive Officer  
Digitech Computer LLC  
Address: 480 Bedford Road  
Suite C-202  
Chappaqua, N.Y. 10541

**COUNTY:**

Name: Kimberly A. Corbett, Senior  
Division Manager, Purchasing  
Charlotte County BOCC  
Address: 18500 Murdock Circle, Ste. 344  
Port Charlotte, FL 33948

**ARTICLE 9.  
ASSIGNMENT**

9.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

**ARTICLE 10.  
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

10.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

10.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

10.4. This Agreement is exclusive with regard to the services provided hereunder.

**ARTICLE 11.  
GOVERNING LAW/ VENUE**

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie, if in State Court, in the 20<sup>th</sup> Judicial Circuit Court in and for Charlotte County, Florida, and if in Federal Court, in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

**ARTICLE 12.  
INDEPENDENT CONTRACTOR STATUS**

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have

any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

**ARTICLE 13.**  
**AUDIT REQUIREMENTS**

13.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

13.2. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor or subconsultant.

**ARTICLE 14.**  
**INDEMNIFICATION**

14.1. Consultant shall indemnify and hold harmless County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of services under this Agreement. Consultant's liability shall be limited to the amounts covered by its insurance policy.

**ARTICLE 15.**  
**PUBLIC RECORDS**

15.1. Pursuant to Section 119.0701 of the Florida Statutes, Consultants acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement; and d) upon completion of the Agreement, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.**

**ARTICLE 16.**  
**UNAUTHORIZED ALIEN WORKERS**

16.1. County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Consultant of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

**ARTICLE 17.**  
**SCRUTINIZED VENDORS**

17.1 Pursuant to Section 287.135(3)(b) of the Florida Statutes, this Agreement may be terminated in the sole discretion of County if the Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

**ARTICLE 18.**  
**HIPAA BUSINESS ASSOCIATE OBLIGATIONS**

18.1 Each party agrees to the obligations set forth in the Business Associate Agreement attached hereto as Exhibit A (the "BA Agreement").

**ARTICLE 19.**  
**HUMAN TRAFFICKING AFFIDAVIT**

19.1 Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year written below.

WITNESS:

**DIGITECH COMPUTER LLC**

Signed By: \_\_\_\_\_

By: \_\_\_\_\_

Walter C. Pickett II  
Chief Executive Officer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: \_\_\_\_\_

Joseph M. Tiseo, Chairman

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY



By:  \_\_\_\_\_  
Thomas M. David, County Attorney  
LR 26-0563 

Exhibit List:  
Exhibit A – Business Associate Agreement