



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

**P.O. BOX 310
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BRONSON, FL 32621
PHONE: (352) 486-5218**

COVER PAGE

RFP_2025_003 – EMERGENCY MEDICAL SERVICES (EMS) BILLING AND INITIAL COLLECTION SERVICES

LAST DAY FOR QUESTIONS: Wednesday, May 7, 2025 at 2pm
DUE DATE & TIME: Thursday, May 15, 2025 at 2pm
**PROPOSAL OPENING: Friday, May 16, 2025 at 2pm at the Levy County Government Center, 318
Mongo Street, Room C, Bronson, FL 32621**

SUMMARY OF SCOPE: The County is soliciting sealed proposals from qualified, experienced firms to provide professional billing and initial collection services for fees charged for emergency medical services (EMS) ambulance transport provided by the County’s Public Safety Division.

SUBMITTAL OF PROPOSAL: Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform www.DemandStar.com. To submit a proposal you must be registered with DemandStar. For questions relating to this procurement process, contact Lisa Makar, Office Manager at Makar.Lisa@LevyCounty.org

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PART 1 – SCOPE OF WORK AND PROJECT REQUIREMENTS

1. **BACKGROUND:** Levy County is a local government entity governed by a Board of County Commissioners (the “Board” or “BOCC”) and provides services to approximately 41,000 residents. The County has a Division of Public Safety (“DPS”) which provides Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) ambulance transport services and on-scene medical treatment (non-transport) to County citizens and visitors.

At this time (but subject to change based on Board direction) charges for DPS services are pursuant to Levy County Resolution 2014-51:

1. ALS Non-Emergency Base Rate: \$355.16
2. ALS Emergency Base Rate: \$562.33
3. BLS Non-Emergency Base Rate: \$295.96
4. BLS Emergency Base Rate: \$473.54
5. ALS 2 Base Rate: \$813.90
6. Specialty Care Transport: \$961.88
7. Transport Mileage Fee: \$14.65 per mile/1-17 miles, \$9.76 per mile/over 17 miles
8. Fee for Waiting Time with Patients: \$125.00/1st ¼ hour, \$60/subsequent ¼ hour

Historical DPS records reflect the following numbers of transports:

Year	Number of Billable Transports
2022	5,860
2023	6,243
2024	6,316
Year	Number of Medicare or Medicaid Transports
2022	4,085
2023	4,197
2024	4,024

There is no warranty or guarantee that future service requirements will remain constant or that these will be the numbers of transports throughout the term of any agreement.

2. **SCOPE OF WORK:** The County is soliciting sealed proposals from qualified, experienced firms to provide professional billing and initial collection services for fees charged for emergency medical services (EMS) ambulance transport provided by the County’s Public Safety Division. The Scope of Work is generally described as follows:
 - a. Workflow and work requirements
 - i. To ensure a seamless billing transition, the Consultant must transfer (either electronically or by manual entry) open account information from the incumbent consultant’s billing system into the Consultant’s billing system. The incumbent consultant uses a billing and coding platform known as EMSmart and RescueNet Billing to submit claims to various payors.

- ii. Each day, DPS will electronically transfer patient care reports (PCR) that contain the data necessary for billing to the Consultant. Consultant must maintain compatible software to interface with DPS's report system (currently DocuMed ePro; however DPS anticipates migrating to ESO by May 2025.)
- iii. Consultant must review and sort the PCRs and assign appropriate billing code(s). Consultant must identify and resolve any discrepancies in order to have accurate information for appropriate billing and payment processing.
- iv. Consultant is responsible for initial collection (including generation of all insurance forms, filings, and record maintenance) and must provide electronic claims processing and paper filings to all insurance companies (primary and secondary carriers), as well as private pay claims. The Consultant shall follow-up on electronically submitted claims for which payment has not been received after thirty (30) days following initial submittal. Follow-up shall be completed between thirty (30) and forty-five (45) days of initial submittal. The Consultant shall provide follow-up on any denials and, if necessary, file appeals in an attempt to collect on a claim.
- v. Consultant shall provide postage for any invoices and billing forms that are mailed.
- vi. Each invoice generated by the Consultant shall:
 - 1. Be in the format approved by the Director of DPS and must include: account number, invoice number, invoice date, name of patient, name of responsible person if different from patient, complete address, date of service, breakdown of cost, insurance coverage, instructions to pay, billing inquiry phone number, and the following statement – "All checks must be made payable to Levy County Board of County Commissioners".
 - 2. If mailed, include a return envelope (which may be a "window envelope") that displays the return address specified by DPS.
 - 3. Be sent at the following intervals:
 - a. The first invoice will be dated no later than ten (10) days after the date of service (DOS) or four (4) days after Consultant has received the PCR;
 - b. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice;
 - c. The third notice will be sent to the patient or responsible party sixty (60) days after the original invoice; and
 - d. The fourth notice (final notice) will be sent to the patient or responsible party thirty (30) days after the third notice has been mailed. Services to be billed will include base fee, mileage, on-scene medical treatment and all associated fees, when applicable.
 - 4. No patient shall receive an invoice until their insurance provider has had at least forty-five (45) days to act on the claim.
- vii. Consultant shall negotiate and arrange a modified payment schedule (of no less than \$10 per month) for individuals who are unable to pay the full amount when invoiced and shall follow up to ensure those individuals continue to pay at least that amount for the duration of the invoice.

- viii. After patient insurance or other third-party payments are made, Consultant shall invoice remaining amounts to the patient (“balance billing”) where permitted by law and provider agreement.
- ix. Consultant shall receive payments on behalf of the County and deposit those payments into the County’s designated bank account within three (3) business days of receipt. Records of deposits and correlating reports shall be electronically transmitted to the County on a daily basis.
- x. Consultant shall stop billing and/or initial collection efforts for any invoice upon written notice from County to stop any such efforts.
- xi. Consultant shall provide the County’s collection company with all accounts that have had no payment activity for 120 days after the date of first billing. The Consultant shall track the account turned over to the collection company and work with the collection company, as necessary, to assist with information gathering, filing insurance claims, and handle payments.
- xii. Consultant shall answer any audit and file any appeals related to EMS billing on behalf of the County.
- xiii. Consultant shall respond to subpoena requests and other legal and HIPAA compliant requests for medical records. The Consultant shall keep a HIPAA-compliant log of all medical records provided.
- xiv. Consultant shall act as an advocate for the County with Medicare, Medicaid, and private insurance in an endeavor to obtain payment.
- xv. Consultant shall maintain a working relationship with all DPS serviced hospitals.
- xvi. Consultant shall provide sufficient customer service representatives to assist patient and/or third-party payees in all billing inquiries in a timely manner, not to exceed three (3) business days.
 - 1. The call center shall be operational during normal business hours for County and patient related questions and shall provide bilingual speaking representatives.
 - 2. All calls related to County EMS billing shall be answered “EMS”.
 - 3. All calls shall be recorded and retrievable by DPS in a .wav file.
- xvii. Following the end of the term, or any termination, of an agreement with the County, Consultant must cooperate and allow a reasonable time for transition of billing and initial collection services to a successor consultant.

b. Information/Access/Training

- i. Consultant shall provide DPS with the following reports/information in an easy to read/understand format:
 - 1. Information necessary for DPS to pursue collection of non-sufficient fund (NSF) checks;
 - 2. Information necessary for DPS to process refund requests for patients and/or insurance companies including the refund payee’s name, their verified address, and reason for refund;
 - 3. Distribution of charges and collections also known as payor mix of all patients for a given month or other specified period;

4. Aged receivable report reflecting outstanding invoices, including the amount, sorted by date or account for thirty (30), sixty (60), ninety (90), one-hundred twenty (120), and over one-hundred twenty (120) days;
 5. A patient alpha listing;
 6. A monthly payment listing that reflects required charge offs/adjustments and refunds posted to each patient's account;
 7. All reports and data required for the County to participate in the Public Emergency Medical Transportation (PEMT) Program;
 8. Monthly write-offs; and
 9. Any other mutually agreed upon reports as may be required.
- ii. Consultant shall provide DPS with remote, electronic, read-only access of DPS's account records, subject to reasonable terms of use provided by Consultant. Such access must allow DPS to produce reports, view patient account status, and the ability to track or review Consultant follow-up on accounts. All account information must be up to date (meaning no more than seven (7) days behind the Consultant's live system.) Consultant shall provide DPS with up to three (3) hours of training on the use of this access system.
 - iii. At the request of the DPS Director, Consultant shall provide up to four (4) hours of quarterly training to DPS personnel on changes in the billing process and/or new requirements for data gathering and billing purposes.

c. Consultant Compliance/Records

- i. Consultant shall comply with all HIPAA rules and regulations regarding protected health information (PHI) as a guardian of all record sets and will maintain all records and patient information in a safe and secure manner allowing for inspection and/or audit by the County. Consultant shall store all records for a minimum of thirty-six (36) months and then turn them over to DPS for permanent storage.
- ii. Consultant must remain licensed, insured, bonded and compliant with the Federal Health Insurance Portability and Accountability Act ("HIPPA") in the State of Florida.
- iii. Upon execution of an Agreement with the County, Consultant must provide a copy of all current licenses, credentials, or certifications required by law for services hereunder. All licenses, credentials, or certifications required must remain valid for the duration of the Agreement.
- iv. Consultant must remain in compliance with SAS 70 Type II and provide SAS 70 Type II audit documentation with assurance that the compliance program and processes meet/exceed federal guidelines set by CMS, the OIG, Red Flag Initiatives, HIPAA, and an annual third-party audit of the entire billing process.
- v. Consultant will comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that pertain to the duties and responsibilities of the Consultant.

3. COUNTY RESPONSIBILITIES:

- a. County will implement actions and processes to allow Consultant to properly and efficiently provide the Scope of Services, including, but not limited to, the following:

- i. Providing Consultant with complete and accurate information necessary for the processing of billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by Consultant;
 - ii. Providing Consultant with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iii. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
 - iv. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
 - v. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, or other payer or insurance carriers necessary for Consultant to provide services; and
 - vi. Implementing reasonable and customary charges for complete, compliant billing.
- b. County represents that the PCRs and any associated medical records, forms and certification statements provided to Consultant are accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
 - c. County will maintain County's own files of original or source documents as required by law, and will provide Consultant copies of such documents.
 - d. County will provide Consultant with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of County's accounts.
 - e. County will promptly report to Consultant any payments received directly by County, and promptly notify Consultant of any cases requiring special handling or billing.
 - f. County will ensure that any refunds posted by Consultant are actually issued and paid to the patient, insurer, or other payer as appropriate.
 - g. County will provide Consultant with administrative access to the PCR system or similar access in order to run reports and review documents and attachments to better service County's account.
 - h. County will provide Consultant with access to its facilities and personnel for the purpose of providing on-site and/or online training, if requested by the County. County shall cooperate with Consultant and facilitate any agreed upon training. Any training will be provided by Consultant at no cost to County.
 - i. County will comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that pertain to the duties and responsibilities of the County.
4. **SPECIAL CONTRACT TERMS.** The following terms, unique to this RFP, will be made a part of the Agreement between the County and selected Proposer.

- a. Confidentiality. Subject to the provisions of Art. I., s. 24, Florida Constitution, all applicable Florida Statutes and case law regarding public records, and the provisions of the RFP related to public records, the Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. The Parties will each be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party’s Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to take action to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party’s sole expense.

Information will not be deemed “Confidential Information” hereunder if it is a non-exempt or non-confidential public record under Florida law, or if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

- b. HIPAA Compliance. The parties agree to execute and comply with the Business Associate Agreement (in Part 3 of this RFP) documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information.

5. ANTICIPATED TIMELINE: The following is the anticipated timeline for this RFP process. The County reserves the right to revise this timeline by issuance of written addenda to this RFP. Proposer must adhere to the published timeline, as revised from time to time.

PROCESS STEPS	DATE/TIME
Date of Distribution/post on DemandStar	By Friday, April 25
Deadline for Questions and Contract Exception Form	By Wednesday, May 7
Final Addenda Posted	By Friday, May 9
Proposal Due Date NOTE: Any proposal that is submitted after the due date and time (regardless of reason) will be rejected by the County.	By Thursday, May 15
Proposal Opening	Friday, May 16

Professional Services Committee Meeting(s) to review proposals, select firm(s) to interview, conduct interviews and prepare final ranking	Week of May 19 - 23
County Commission Meeting – provide direction to staff to negotiate with top firm(s) in ranked order	June 3
Staff Meeting(s) to negotiate	June 4 - 10
County Commission Meeting - Approval/Award of Contract	June 17

6. PROPOSAL FORMAT/CONTENTS: Proposals are limited to a maximum of fifty (50) pages, which must be numbered sequentially, excluding cover letters, photos, index, resumes, copies of licenses and corporation registrations, and proposal signatures and any other documentation/forms required by this RFP. In determining the overall quality and completeness of a proposal, document presentation, organization, and format will be considered. Proposals must be organized in the following format tabbed 1 through 5. If any criterion is not applicable, or if the proposer has no information to provide in response to that criterion, the proposer shall so indicate.

Tab 1 –Introductory Letter (Total Possible Points 5): Proposer shall provide an introductory letter that, at a minimum, includes the following:

- Brief statement regarding the Proposer’s interest in this Project;
- An Organizational Chart identifying the structure of the entity;
- Names and titles of entity principals, partners, or owners (as applicable);
- Brief statement of entity history (e.g., date of establishment, number of years in business, number of employees); and
- Brief description of business philosophy.

Tab 2 – Knowledge and Qualifications of Personnel (Total Possible Points 25):

- A list of key personnel assigned to the Project, identifying the primary contact with the County, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge to provide the services outlined in the Scope of Services.
- A description of the role of each staff member who will be responsible for performing the work and monitoring/managing the Contract.
- The proposer shall identify projects of similar nature in which each staff member has been involved.
- Names and qualifications of subcontractors (if any are proposed.)

Tab 3 – Approach to Work (Total Possible Points 45): Proposer shall provide a written narrative demonstrating the intended approach to performing the required services. Proposer shall provide a detailed description of their quality control methods, coordination of subcontractors (if any), ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

Tab 4 – Price Proposal (Total Possible Points 20): This Tab must contain 2 parts - (1) Non-Medicaid/Medicare Billing and Collection Fees, and (2) Medicaid/Medicare Claims, and must adhere to the following format:

(1) Non-Medicaid/Medicare Billing and Collection Fees: Provide overall contract percentage for providing billing and collection services as outlined in the Scope of Services and other provisions contained in the RFP

Calculate Fees in the Following Manner: Estimated claims X Average expected collections X Percentage Fee per amount collected – All costs are included in this amount.

4,000 Claims X \$ _____ Est. Average Collection per Claim X _____ Vendor Percentage = _____ Total cost to County.

Annual Increases in Fees: Are the fees fixed for the initial three year duration of any Agreement? Yes
 No

If No, quantify any and all factors that will influence the cost of the service with a guaranteed percentage yearly Maximum for each year of the Contract.

Year 1 _____ %
 Year 2 _____ %
 Year 3 _____ %

(2) Medicaid/Medicare Claims: Provide a flat rate fee for Medicare/Medicaid Claims. Medicare/Medicaid Claims must be shown as a flat rate for performing any billing. This shall be per billing and shall not be a percentage. The County estimates there will be approximately 4,000(Medicare + Medicaid) such claims annually based on past experience or projections. This is an estimate only and does not in any way guarantee the number of claims. For purposes of these fees, a “billing” is defined as a separate and initial paper or electronic transaction to recover costs from Medicare or Florida Medicaid and any and all follow-up, or secondary filling associated with an ambulance transport on that specific date of service.

\$ _____/Billing X _____ bills = \$ _____ per year.

Basis for scoring of price proposal: The firm submitting the lowest proposed combined rate (non-Medicaid/Medicare Billing Fees + Medicare/Medicaid Claims) shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Total of All Rates	Percentage	By	Weight	Equals	Weighted Score***
A	\$125	100	X	20	=	20
B	\$175	71*	X	20	=	14.2
C	\$200	63**	X	20	=	12.6

* Vendor B’s percentage is $\$125 \div \$175 = 71\%$

** Vendor C’s percentage is $\$125 \div \$200 = 63\%$

*** Weighted Score shall be rounded to the nearest whole number

Tab 5 – Forms and Documents (Total Possible Points 5):

1. Completed Proposal Signature Form (with all required Forms attached);
2. Statement of Proposer’s financial stability, including current or prior bankruptcy proceedings;

3. Summary of litigation or other adversarial proceedings filed against Proposer in the past five years, which relate to the services the proposer provides in the regular course of business, including a brief description of the matter, the outcome or projected outcome, and the monetary amount involved;
4. Copies of Certifications/Licenses (if any);
5. Copies of all Sample Reports:
 - a. Distribution of charges and collections
 - b. Aged Receivable Report;
 - c. Patient Alpha Listing;
 - d. Monthly Payment Listing;
 - e. Sample Invoice;
 - f. Overpayment (Refund Request) Report; and
 - g. NSF Check Reports.

7. REVIEW OF PROPOSALS; SELECTION PROCESS: The County will evaluate each complete proposal received based on capabilities, adequacy of personnel, past record, experience, whether the proposer is a certified minority business enterprise and other factors determined by the County to be applicable to the particular requirements of this Project. The County reserves the right to reject any response, or any part of a response, reject all responses, to waive any irregularities in any responses, and to award the Contract(s) as deemed to be in the best interest of the County. The Board shall be the final judge of the merits of any response, discussions, presentations, and interviews and its decision(s) shall be final.

The following selection process will be followed for this RFP:

First, the proposals will be publicly opened at the date/time/place specified in this RFP and the name of each proposer will be announced at that meeting.

Second, the Professional Services Committee (consisting of the Director of DPS, the Assistant to the Director of DPS, and the Office Manager of DPS) will hold public meeting(s) to discuss and score the proposals (based on the weighted criteria set forth in Section 4 above) and then rank them in order of the highest score to the lowest score with 100 being the highest. The Professional Services Committee will interview at least the top three highest ranked proposers (unless there are fewer than three proposals received), but may choose to interview additional proposers.

Third, the Committee will conduct the interviews and will prepare a final ranking to recommend to the Board.

Fourth, the Board of County Commissioners will review the final ranking and, if satisfied, will direct County staff to negotiate with the proposers in ranked order.

Fifth, County staff will conduct negotiations.

Sixth, upon reaching tentative Agreement with a proposer, County staff will request Board approval/award of a contract to that proposer. In the event that the top ranked proposer does not execute an Agreement (in the Form contained in Part 3 of this RFP), the County reserves the right to

negotiate with the next highest ranked proposer, and so on, until an Agreement is executed or until the County elects to end the RFP process.

Note regarding Public Meetings and Public Records: In accordance with Section 119.071(1)(b)2, Florida Statutes, the sealed proposals, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from Section 119.07(1), Fla. Stat., and s. 24(a), Art. I of the State Constitution, until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

In addition, in accordance with Section 286.0113(2), Florida Statutes, any portion of a meeting at which a proposer makes an oral presentation, answers questions, or engages in negotiations as part of a competitive solicitation is exempt from the public meeting requirements in Section 286.011, Florida Statutes and S. 24(b), Article I of the Florida Constitution; but will be recorded and made available as required by State law.

8. **INSURANCE REQUIREMENTS:** Certificates of Insurance or other proof must be provided as evidence that Proposer has policies in effect with coverages and limits as follows:
 - a. **Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
 - b. **Professional Liability Insurance:** Coverage of a minimum of one million dollars (\$1,000,000) for this project.
 - c. **Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, produces and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.
 - d. **Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). This policy shall be endorsed to provide contractual liability coverage.

9. **USE OF SUBCONTRACTORS:** If proposer intends to subcontract any services or work, the names of the subcontractors and any additional relevant information requested by the County, must be provided to County for review. The County reserves the right to approve or reject any subcontractor and to evaluate any subcontractors in order to determine the ability of the subcontractor. The proposer is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

END OF PART 1

PART 2 – INTENT AND GENERAL INFORMATION

Thank you for your interest in working with Levy County. General information regarding this procurement process is provided below:

1. **INTENT:** It is the intent of Levy County (“County”) to negotiate a contract with a qualified proposer who meets, or exceeds, all requirements set forth in this Request for Proposals (“RFP”).
2. **QUESTIONS, EXCEPTIONS TO FORM OF CONTRACT AND ADDENDA:** There shall not be any contact between a potential proposer/proposer or their representative(s) and any member of County Staff or County Commissioners regarding this Project or RFP.

The County will not respond to verbal (in person or phone) questions regarding this RFP. Proposers must submit written questions (via email, mail or hand delivery) to the Office Manager at P.O. Box 310 or 310 School Street, Bronson, Florida 32621; email: MAKAR-LISA@LEVYCOUNTY.ORG.

Any proposer who requires/requests revision(s) to the Form of Contract (contained in Part 3 of this RFP) must submit a completed Contract Exception Form (contained in Part 3 of this RFP.) The County is under no obligation to grant any exceptions and proposals that are contingent on exceptions to Contract being granted will not be accepted. If an exception is rejected by the County during the question portion of this RFP process and the proposer subsequently submits a proposal, the proposer is deemed to have waived their request for a Contract exception.

All questions and Contract Exception Forms must be received by the County prior to the deadline for same in order to receive a response. The County will respond to each question and each completed Contract Exception Form and will issue written addenda for any supplemental instructions or clarifications to the RFP or the Contract. All addenda will be sent to all proposers who received the RFP from the County and will also be posted in DemandStar. Each proposer must acknowledge receipt of addenda as part of its proposal and is presumed to have read and be thoroughly familiar with the provisions of this RFP and its addenda.

3. **HOW TO SUBMIT A PROPOSAL:** The County only accepts electronic submittals through “E-Bidding” on the DemandStar platform. In order to submit a proposal, the proposer must be registered with DemandStar. The complete proposal must be uploaded in pdf format unless the RFP specifically states otherwise. Any proposal submitted after the due date and time will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading of a proposal caused by any issues experienced in attempts to upload on the DemandStar platform or caused by any other occurrence. A proposer should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its proposal.

Proposals must be submitted in the format specified by the County in this RFP. Any erasures or other corrections to the County Forms must be explained or noted over the signature of the proposer. Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The documents listed on the Proposal Signature Form must accompany any proposal submitted. A proposal submitted without the required documents may result in the County deeming the proposal non-responsive. The County reserves the right to request additional information from any proposer prior to award.

The County is not responsible for any expense incurred by a proposer in reviewing, evaluating, preparing, or submitting a proposal. Proposers are solely responsible for the entire expense of responding to this RFP.

4. **WITHDRAWAL OF PROPOSALS:** Modifications to or withdrawal of a proposal may be made up until the Due Date. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Error or negligence in preparing the proposal confers no right for withdrawal of the proposal after it has been opened.
5. **ARITHMETIC DISCREPANCIES:** For the purpose of evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found in any proposal:
 - a. Obviously misplaced decimal points will be corrected.
 - b. In case of discrepancy between unit price and extended price, the unit price will govern.
 - c. Apparent errors in addition of lump sum and extended prices will be corrected.
6. **CODE OF ETHICS:** With respect to this RFP, if any proposer violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, such proposer shall be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from participating in future County procurement processes.
7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with the provisions of Title VI of Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, no proposer will be discriminated against on the grounds of race, color, or national origin. In addition, in accordance with the provisions of the County's Procurement Policy, small and minority business enterprises, women's business enterprises and labor surplus area firms will be afforded full opportunity to submit responses to this RFP.

END OF PART 2

PART 3 – REQUIRED AND OPTIONAL FORMS
(Forms on Following Pages)

STATEMENT OF NON-SUBMITTAL

Levy County
Board of County Commissioners
P.O. BOX 310
Bronson, FL 32621
(352) 486-5218

If you do not intend to submit a response to the Request for Proposals, please return this form to the above address or email it to Makar.Lisa@LevyCounty.org . If this statement is not completed and returned, your company may be deleted from the Levy County vendors' list for this service.

We the undersigned have declined to submit a response on **REQUEST FOR PROPOSALS 2025_003 - LEVY COUNTY EMS BILLING AND INITIAL COLLECTION SERVICES** for the following reason(s):

- Insufficient time to respond to the Request for Proposals
- We do not offer this service
- Our schedule would not permit us to perform
- Unable to meet bond/insurance requirements
- Unable to meet specifications or scope of anticipated services
- Specifications are unclear (explain below)
- Remove us from your vendors' list for this service
- Other (specify below)

Remarks:

Company Name: _____

Contact Person: _____

Signature: _____

Telephone: _____

Date: _____

Email: _____

PROPOSAL SIGNATURE FORM

ITB_2025_003 - Levy County EMS Billing and Initial Collection Services

The undersigned (“Authorized Signatory”) confirms each of the following statements on behalf of the Proposer:

- They are authorized to submit this proposal and to bind the Proposer to the terms and conditions of this RFP.
- They have read the entire RFP package and any other documentation related to the RFP, including specifically any addenda issued by the County; and have made any inquiries they deem necessary to determine conditions prior to submission of this proposal.
- This proposal is submitted with full knowledge and understanding of the terms and conditions of this RFP

The proposal submitted includes all of the following signed forms and required documents:

- COMPLETE PROPOSAL IN THE FORMAT SPECIFIED IN PART 1 SECTION 4
- SWORN STATEMENT ON PUBLIC ENTITY CRIME
- NON-COLLUSION AFFIDAVIT
- DRUG-FREE WORKPLACE FORM (Note: this form is optional, but may be used to break a tie)
- CONFLICT OF INTEREST DISCLOSURE STATEMENT
- VENDORS ON SCRUTINIZED COMPANIES LIST FORM
- CONTRACT EXCEPTION FORM
- CERTIFICATES OF INSURANCE OR OTHER PROOF OF INSURANCE COVERAGES REQUIRED IN PART 1

Is Proposer a small or minority business, women’s business enterprise, or labor surplus area firm? Yes No

Name of Proposer: _____

If Proposer is an entity, list type: _____

Proposer Street Address: _____

City, State, Zip: _____

Name of Authorized Signatory: _____

Email Address: _____ Telephone: _____

Signature: _____ Date: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
By _____
(Print individual name and title)
For _____
(Print name of entity submitting statements)
Whose business address is _____
and if applicable whose Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement:
_____.
2. I understand that a “public entity crime” as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months AND (Please indicate which additional statement applies).

The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT IA M REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____

(name), as _____ (title) for _____

(name of proposer) Personally known OR Produced Identification _____
(type of identification).

(Signature) Notary Public
My Commission expires _____

(SEAL)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____ of the firm of _____ providing that I executed the said proposal with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

(Signature of Proposer Representative)

(Date)

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name), as _____ (title) for _____ (name of proposer) Personally known OR Produced Identification _____ (type of identification).

(Signature) Notary Public

(SEAL)

(Printed, typed or stamped commissioned name of notary public)

My Commission expires _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Section 287.087, Florida Statutes hereby certifies that the Proposer _____ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Proposer: _____

Signature: _____

Title: _____

Date: _____

THIS DOCUMENT IS OPTIONAL, BUT MAY BE USED TO BREAK A TIE, SO IT IS RECOMMENDED TO BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All proposers must also disclose the name of any employee, agent lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this ITB. All proposers are also required to include a disclosure statement of any potential conflict of interest that the proposer may have due to other Clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

Names of County Officer or Employee that owns five percent (5%) or more in Proposers Firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other Clients, contracts or interests:

None of the above applicable:

Signature: _____

Printed Name: _____

Proposer Name: _____

Date: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDORS ON SCRUTINIZED COMPANIES LIST

By executing this Certificate, the proposal proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the proposal proper immediately or immediately terminate any agreement entered into for cause if the proposal proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the proposal proposer has submitted a false certification, the County will provide written notice to the proposal proposer. Unless the proposal proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the proposal proposer. If the County’s determination is upheld, a civil penalty shall apply, and the proposal proposer will be ineligible to proposal on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by proposal proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT EXCEPTION FORM

Any proposer who requires/requests revision(s) to the Form of Contract (contained in Part 3 of this RFP) must submit this completed Contract Exception Form **during the Question portion of the RFP process**. The County is under no obligation to grant any exceptions and any proposal submitted that is contingent on exceptions to the Contract being granted will not be accepted. If an exception is rejected by the County and the proposer subsequently submits a proposal, the proposer is deemed to have waived their request for a Contract exception.

Request for Revision to Form of Contract
Identify the specific Contract provision(s) that Proposer takes exception to:
Explain the specific revision(s) that are being requested (such as, delete the provision or modify it to state...)

Signature: _____

Printed Name of Authorized Signatory: _____

Name of Proposer: _____

Date: _____

**IF PROPOSER HAS ANY QUESTIONS, THIS FORM MUST BE COMPLETED
AND TURNED IN DURING THE QUESTION PERIOD**

FORM OF CONTRACT

AGREEMENT FOR REQUEST FOR PROPOSALS NO. ((insert number and title))

This Agreement is entered into between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the "County") and _____ (the "Consultant") on _____, 2025 (the "Effective Date".)

RECITALS:

WHEREAS, on _____, 2025, County issued Request for Proposals No. **((insert number))** for the services described in Article II below (the "RFP") in accordance with applicable procurement policies and procedures;

WHEREAS, Consultant submitted a proposal in response to the RFP and was selected by County to provide the services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The RFP consisting of ___ pages, addenda dated _____, 2025 (the "Addenda") and the proposal submitted by Consultant dated _____, 2025 (the "Proposal"), all of which are on file with the County, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) The Business Associate Agreement; (3) the Addenda; (4) the RFP; and (5) the Proposal.

ARTICLE 2 – SCOPE OF SERVICES

2.1 The Project consists of the following Scope of Services:

1. **((insert from Part 1 of RFP))**

ARTICLE 3 – CONSULTANT'S RESPONSIBILITIES

3.1 Consultant shall perform the Scope of Services in strict accordance with the provisions of this Agreement.

3.2 Upon execution of this Agreement, Consultant shall provide a copy of all current licenses, credentials, or certifications required by law for the services hereunder. All licenses, credentials, or certifications required must remain valid for the term of this Agreement.

3.3 Consultant agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by Consultant throughout the term of this Agreement. If Consultant is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.

3.4 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

3.5 As required by 119.0701, Florida Statutes, the following notice is given regarding the Consultant’s duty to comply with Florida’s public records laws (Chapter 19, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Consultant shall:

- (i) Keep and maintain public records required by County to perform the services;
- (ii) Upon request from 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, Florida Statutes, or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Consultant under this Agreement if Consultant does not transfer the records to County; and
- (iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers all public records to County upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County’s custodian of public records, in a format that is compatible with the information technology systems of County.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

ARTICLE 4 – COUNTY’S RESPONSIBILITIES

- 4.1 County shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of Consultant.
- 4.2 ((insert from Part 1 of RFP))
- 4.3 County shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

ARTICLE 5 – TERM/TERMINATION

- 5.1 The term of this Agreement shall begin on the Effective Date and continue for a three (3) year period. Upon written notice from the County to the Consultant, this Agreement may be extended by the County for one additional three (3) year term.
- 5.2 This Agreement may be terminated as follows:
- a. Without cause: County must provide no less than thirty (30) calendar days' advance written notice to Contractor.
 - b. With cause: Either party may terminate for cause upon no less than ten (10) calendar days' advance written notice to the other party, which notice specifies the cause of termination and allows a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Consultants services are no longer available, the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Consultant fails to comply with Florida's public records laws.
- 5.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, reports, and other work product prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.
- 5.4 Notwithstanding the foregoing, the Consultant shall not be relieved of liability damages sustained by the County from breach of the Agreement by Consultant and the County may reasonably withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

ARTICLE 6 – METHOD OF BILLING/PAYMENT

- 6.1 Consultant agrees to provide the Scope of Services to the County for the sum of _____ (\$ _____) for services actually performed by Consultant as set forth in the Price Proposal.
- 6.2 Consultant shall submit all billings for payment for work performed to the County department requesting the services for processing. Billings shall be detailed as to nature of the work performed. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.
- 6.3 Consultant acknowledges that each billing must be reviewed and approved by the applicable County Department Director/Manager. Should the County Department Director/Manager, determine that the billing is not commensurate with the Work performed, accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.
- 6.4 County shall pay Consultant's invoices in accordance with the Florida Local Government Prompt Payment Act.

ARTICLE 7 – CORRECTIONS

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 subcontractor or subcontractor(s) engaged by Consultant 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 County’s rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this article shall survive the termination of this Agreement.

ARTICLE 8 – COUNTY PROPERTY

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 shall become property of and shall be delivered to County without restriction or limitation as to use. If requested, Consultant shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Consultant or other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

ARTICLE 9 – NOTICES

If to County:

County Manager
P.O. Box 310
310 School Street
Bronson, FL 32621

If to Consultant:

ARTICLE 10 – NO CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11 – NO ASSIGNMENT

- 11.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approve of County.
- 11.2 Consultant shall not subcontract any services or work to be provided to County without prior written approval of the County. The County reserves the right to accept the use of a subcontractor or subcontractor or to reject the selection of a particular subcontractor or subcontractor and to inspect all facilities of any subcontractors in order to determine the capability of the subcontractor or subcontractor to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 12 – INDEMNIFICATION

- 12.1 The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County’s elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Consultant of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County’s liability beyond that provided in Section 768.28, Florida Statutes.
- 12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.
- 12.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 13 – INSURANCE

Before performing any work, the Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Consultant will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expiration dates, terms or policies and all endorsements, and shall include the RFP/Project Name, and naming “Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers,” as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Consultant. Said insurance coverages procured by Consultant as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County’s liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for required insurance is as follows:

A. ((insert from Part 1 of RFP))

ARTICLE 14 – CONTACT PERSONS

Upon written request of Consultant, the County Manager shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 15 – SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. 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.

ARTICLE 16 – GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving in the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney’s fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 17 – INDEPENDENT CONSULTANT

Consultant enters into this Agreement as, and shall continue to be an independent consultant. All services shall be performed only by Consultant and its employees, subcontractors and subconsultants. Under no circumstances shall Consultant, its employees, subcontractors, or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of its employees, subcontractors and subconsultants, shall be entitled to any benefits accorded to the County’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant’s expense, and in Consultant’s name, unemployment, disability, worker’s compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 18 – THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary

under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

- 19.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any consultant for goods or services on One Million Dollars (\$1,000,000) or more may be terminated at the County’s option if it is discovered that the Consultant submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 19.2 As required by Section 287.133(3)(a), Florida Statutes: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity; may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a consultant, supplier, subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
- 19.3 If it is discovered that Consultant provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in the future procurement processes.
- 19.4 The Consultant must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Consultant agrees that:
- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Agreement.
 - Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Consultant agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
 - Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.

- County may require Consultant to submit reports, and permit the County access to Consultant’s books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Consultant’s compliance with laws that prohibit harassment and discrimination.

ARTICLE 20 – SPECIAL CONTRACT TERMS

((insert from Part 1 of the RFP, if any))

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

Desiree Mills, Chair

Date: _____

ATTEST: Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of County Commissioners

Matt Brooks, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

Consultant

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation

FORM OF BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of _____, 2025 between Levy County, a political subdivision of the State of Florida (“Covered Entity”) and _____ (“Business Associate”).

Recitals

Pursuant to the parties’ separate services agreement dated _____, 2025 (“Services Agreement”), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and its implementing regulations, 45 CFR Parts 160 and 164 (“HIPAA Rules”). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR § 160.404.

Definitions

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the *HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use*.
2. **Specific Definitions.**
 - 2.1. **Business Associate** has the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to this Agreement shall mean Business Associate.
 - 2.2. **Covered Entity** has the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the part to this Agreement shall mean Covered Entity.
 - 2.3. **PHI** has the same meaning as the term “protected health information” at 45 CFR § 160.013, and includes any individually identifiable information that is created, received, maintained or transmitted by Business Associate on behalf of Covered Entity that relates to an individual’s past, present, or future physical or mental health, health care, whether oral, hard copy, electronic or any other form or medium.
 - 2.4. Terms used but not otherwise defined in this Agreement shall be defined as set forth in 45 CFR Part 160 and Part 164, Subparts A, C, D, and E, as they shall be amended.

Agreement

3. **Relationship of Parties.** Business Associate is and at all times during this Agreement shall be acting as an independent consultant to Covered Entity, and not as a Covered Entity’s agent. Covered Entity shall not have the authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity.

Nothing in this Agreement shall be deemed to established agency, partnership, joint venture or other relationship except that of independently contracting entities.

4. **Business Associate Responsibilities.** Business Associate agrees to:
 - 4.1. Fully comply with the HIPAA Rules as they apply to Business Associate.
 - 4.2. Not use or disclose PHI except as permitted by this Agreement or as otherwise required by law.
 - 4.3. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including using administrative, physical and technical safeguards to protect electronic PHI. In addition, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 CFR § 681.1, Business Associate will implement and comply with reasonable policies to identify, prevent and mitigate any instance of identity theft relating to the covered accounts.
 - 4.4. Immediately report to Covered Entity's Privacy Officer any use or disclosure of PHI not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured PHI as required by 45 CFR § 164.410, and reporting security incidents as required by 45 CFR § 164.314(e)(2)(i)(C). Additionally, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 CFR § 681.1, Business Associate will report to Covered Entity any actual or suspected instance of identity theft involving a Covered Entity covered account. Business Associate shall report the information necessary and in such a manner as to enable Covered Entity to investigate the incident and comply with Covered Entity's obligations under applicable law.
 - 4.5. Mitigate, to the extent practicable, any harmful effect caused by a use or disclosure of PHI by Business Associate in violation of this Agreement.
 - 4.6. Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate and notify third parties of breaches of unsecured PHI or security incidents as required by the HIPAA Rules.
 - 4.7. Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§ 164.502(e)(1)(ii), 164.502(e)(2) and 164.308(b)(2),(3).
 - 4.8. To the extent Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make available to PHI in a designated record set to Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR § 164.524. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.
 - 4.9. To the extent Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make any amendment(s) to PHI in a designated record set within 10 days of request, as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. Should Business Associate or its subcontractors receive a direct request from individual, Business Associate will promptly forward the individual's request to Covered Entity.
 - 4.10. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR §

164.528. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.

4.11. To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performing such obligations.

4.12. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

5. Uses and Disclosures by Business Associate

5.1. Permissible Uses and Disclosures. Business Associate may use or disclose PHI only as follows:

5.1.1. As necessary to perform the services set forth in the Services Agreement.

5.1.2. As authorized, to de-identify PHI in accordance with 45 CFR § 164.514(a)-(c).

5.1.3. As required by law

5.1.4. Business Associate may not use or disclose PHI in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity.

5.1.5. Business Associate agrees to use or disclose the minimum amount of PHI necessary for permitted purpose pursuant to this Section 5, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

5.2. Additional Use and Disclosure Provisions

5.2.1. Except as limited in the Services Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.

5.2.2. Except as limited in the Services Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that any disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5.2.3. Except as limited in the Services Agreement, Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.

6. Term and Termination. Unless otherwise agreed to in writing by the parties, this Agreement shall be effective as of the Effective Date and shall continue until the termination of the Services Agreement or until terminated as provided below.

6.1. Termination. This Agreement shall terminate on the date of the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

6.1.1. Covered Entity may terminate this Agreement upon thirty (30) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise PHI. Subject to Section 6.1.2, Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may terminate this Agreement.

6.1.2. Notwithstanding Section 6.1.1, Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably

believes may result in adverse action against Covered Entity by any governmental agency or third party.

- 6.2. **Termination of Services Agreement.** Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associates creation, maintenance, use, transmission or disclosure of PHI is a material purpose of the Services Agreement and this Agreement is terminated for any reason.
- 6.3. **Obligations of Business Associate Upon Termination.** Upon Termination of this Agreement for any reason, Business Associate shall, with respect to PHI received from Covered Entity, or created, maintained, used or received by Business Associate on behalf of Covered Entity:
 - 6.3.1. If feasible, return all PHI to Covered Entity at Covered Entity's sole expense, or, if Covered Entity agrees, destroy such PHI.
 - 6.3.2. If the return or destruction of PHI is not feasible, continue to extend the protections of this Agreement and HIPAA Rules to such PHI and not use or further disclose the PHI in a manner that is not permitted by this Agreement or the HIPAA Rules.
- 6.4. **Survival.** Business Associate's obligations under this Section 6 shall survive the termination of this Agreement.
7. **Regulatory References.** A reference in this Agreement to a section in the HITECH Act or HIPAA Rules means the section as in effect or as amended.
8. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HITECH Act, HIPAA Rules, the FTC Identity Theft "Red Flag" Rules and any other applicable laws and regulations.
9. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HITECH Act, HIPAA Rules and other applicable law.
10. **Governing Law.** This Agreement shall be construed to comply with the requirements of HIPAA Rules and any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of Florida and venue for any actions relating to this Agreement shall be in court with jurisdiction over actions in Levy County, Florida.
11. **Assignments/Subcontracting.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 4.7, above, and provided that Business Associate provides written notice to Covered Entity prior to such assignment or subcontracting. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.
12. **Cooperation.** The parties agree to cooperate with each other to comply with the requirements of the HITECH Act, the HIPAA Rules, the FTC Identity Theft Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of PHI in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any governmental agency or third party relating to the performance of this Agreement. In addition, Business Associate shall make its officers, members, employees and agents available without charge for interview or testimony.
13. **Relation to Services Agreement.** This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this

Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.

- 14. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.
- 15. **Entire Agreement.** This Agreement contains the entire agreement between the parties as it related to the use or disclosure of PHI, and supersedes all prior discussion, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

Desiree Mills, Chair

ATTEST: Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of County Commissioners

Matt Brooks, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

Consultant:

ATTEST/WITNESS

By: _____

Secretary of Corporation

Date: _____