

CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2020, between LEVY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 310 School Street, Bronson, Florida 32621, hereinafter referred to as COUNTY, and PUBLIC CONSULTING GROUP, INC., a Massachusetts corporation, headquartered at 148 State Street, Boston, Massachusetts 02109, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, the Public Emergency Medical Transportation (“PEMT”) Program provides supplemental payments for eligible PEMT entities that meet specified requirements and provide emergency medical services and transportation to Medicaid beneficiaries; and

WHEREAS, CONTRACTOR possesses professional skills that can assist COUNTY in analyzing and reporting costs and otherwise aiding the COUNTY in obtaining such supplemental payments under the PEMT Program; and

WHEREAS, on May 21, 2019, Palm Beach County, Florida, issued Request for Proposal No. 19-020/SS (“RFP”) seeking proposals for a qualified consultant to provide services related to Palm Beach County’s provision of emergency medical transportation and potential recovery of costs related to same under the PEMT Program (the “Services”), which RFP is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, CONTRACTOR submitted a response to the RFP, which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, pursuant to the RFP, CONTRACTOR was ultimately selected by Palm Beach County to perform the Services and a copy of the award letter issued by Palm Beach County is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, CONTRACTOR and Palm Beach County entered into Contract No. 19-020/SS governing CONTRACTOR's provision of the Services, which contract is attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, Section 2-200(c), Levy County Code, permits the County to purchase goods or services at the awarded price from vendors that have been awarded contracts that were competitively procured and awarded by other governmental agencies through procedures substantially equivalent to the requirements of the Levy County Procurement Code at Chapter 2, Article VII, Levy County Code, subject to certain conditions; and

WHEREAS, Contract No. 19-020/SS was competitively procured and awarded by Palm Beach County through Palm Beach County's procedures for issuance and administration of the RFP and contract award, which procedures were substantially equivalent to the requirements of the Levy County Procurement Code; and

WHEREAS, consistent with Section 2-200(c), Levy County Code, the County now desires to enter into an agreement with CONTRACTOR for CONTRACTOR's provision of the Services at the awarded price that was competitively obtained by Palm Beach County, pursuant to the RFP.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners ("Effective Date").

1.2 The term of this Agreement shall commence on the Effective Date and continue until August 20, 2022, with one (1) two- (2) year option for renewal at the sole discretion of COUNTY, unless otherwise terminated as provided herein. The County Coordinator of COUNTY, or his/her designee, will have the authority to exercise the two- (2) year option for renewal on behalf of COUNTY.

1.3 CONTRACTOR and COUNTY acknowledge that the program services described herein are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

2.0 Scope of Services to Be Performed by CONTRACTOR, Performance Schedule

2.1 CONTRACTOR shall perform the following services:

2.1.1 The COUNTY provides emergency medical services and emergency medical transportation, some of which may qualify for reimbursement under the PEMT Program for Medicaid. The PEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients. CONTRACTOR shall complete all required paperwork for COUNTY to participate in the PEMT Program.

2.1.2 CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with the PEMT Program. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to the Agency for Health Care Administration (“AHCA”) within the time frame prescribed by AHCA. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes. CONTRACTOR shall have knowledge and experience in the completion of all ten (10) Schedules as required by the PEMT Program.

2.1.3 The CONTRACTOR shall complete the required cost reports with ten (10) schedules to AHCA, attached hereto as Exhibit E and incorporated herein by this reference, as required for the COUNTY to participate in the PEMT Program (“Schedules”). COUNTY will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules. CONTRACTOR shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”). If the completed cost report is rejected by AHCA, CONTRACTOR shall work with COUNTY to

make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

2.1.4 CONTRACTOR shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement. CONTRACTOR shall support COUNTY in establishing the legal and operational ground to participate in the managed care program. CONTRACTOR shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed. CONTRACTOR shall provide guidance and support to enter into contracts with managed care organizations. CONTRACTOR shall be familiar with the managed care program in the State of Florida and all the rules, regulations, and managed care reporting requirements. CONTRACTOR shall monitor claims and cash flows of any managed care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

2.1.5 In performing the services described herein, CONTRACTOR shall comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Business Associate Agreement (“BAA”), attached hereto as Exhibit F and incorporated herein by this reference. CONTRACTOR shall consider all data provided by COUNTY under this Agreement as confidential information. CONTRACTOR shall not release any confidential information without prior written consent from the COUNTY. CONTRACTOR shall inform the COUNTY, according to HIPAA guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients.

2.1.6 CONTRACTOR shall provide the services described herein for the 2020, 2021 and 2022 state fiscal year period cost report cycles (July 1, 2019 through June 30, 2020, and July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022). In the event that the term of this Agreement is extended at COUNTY’s option as provided herein, CONTRACTOR’s

services shall also be extended for the 2023 and 2024 state fiscal year period cost report cycles (July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30, 2024).

2.1.7 CONTRACTOR shall respond to, and represent COUNTY in any AHCA or Centers for Medicare & Medicaid Services audit, review or communication regarding any PEMT cost report prepared by CONTRACTOR for delivery to AHCA on behalf of COUNTY.

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement (“SA”) and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order (“PO”) or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ one or more different contractors to perform the services described herein and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed and all compensation to CONTRACTOR has been paid by the COUNTY. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this

Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule: CONTRACTOR shall receive compensation from the COUNTY for the services described herein on a contingency fee basis. This compensation will be based on payments actually received by COUNTY under the PEMT Program. The total amount of compensation to be paid by COUNTY for all services and materials rendered under this Agreement shall not exceed 6% of the revenues received by the COUNTY as a result of the PEMT Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment. If, as a result of an audit by the ACHA, the COUNTY is required to refund any of the funds it receives under the PEMT Program, CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.

3.1.2 CONTRACTOR shall invoice the COUNTY when PEMT Program payments are received by the COUNTY. Invoices must reference the project name of PEMT Program and should further include CONTRACTOR's name, address, contact information, dates of service, quantities of materials and descriptions of services performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

By regular U.S. mail to:
Levy County Department of Public Safety
P.O. Box 448
Bronson, Florida 32621

And by email to:
ap@levydps.com

3.1.4 In order for both parties herein to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the services. For final acceptance of any services provided hereunder, CONTRACTOR must submit an acceptance document to the COUNTY for approval.

3.1.6 Additional supporting documents for invoices or payments may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to the COUNTY's or the Levy C Clerk's satisfaction.

3.1.7 A project manager for CONTRACTOR or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements, if applicable.

3.2 Reimbursables. No reimbursable expenses will be payable to CONTRACTOR pursuant to this Agreement.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of

such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 Levy County, its officers, agents, employees and volunteers, shall be named as an additional insured on all CONTRACTOR policies related to this Agreement and the services provided herein, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of COUNTY. All such policies shall be endorsed to provide defense coverage obligations.

All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$100,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by CONTRACTOR to comply with the provisions of this section, COUNTY may, at its option, on notice to CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that COUNTY shall have no obligation to do so and if COUNTY does so, CONTRACTOR shall not be relieved of its obligation to obtain insurance.

4.1.6 CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include Levy County, its officers, agents, employees and volunteers, and CONTRACTOR as additional insureds on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Human Resources Director. COUNTY may require CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 Workers' Compensation. CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services pursuant to this Agreement as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification and Limitation of Liability

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the services pursuant to this Agreement and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect, and hold COUNTY, and its officers, employees, agents and volunteers, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules, or regulations, (ii) the material breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope

of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-contractors, agents, employees, volunteers or invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.2.2 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.4 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this section shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used by CONTRACTOR, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing services under this Agreement.

7.4 CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of services pursuant to this Agreement, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes

11.1 COUNTY is exempt from federal tax and state sales and use taxes. Upon request, COUNTY will provide an exemption certificate to CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with COUNTY, nor shall CONTRACTOR be authorized to use COUNTY's tax exemption number in securing such materials.

12.0 Public Entity Crimes

12.1 CONTRACTOR understands and acknowledges that this Agreement with COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes, apply to CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing information in COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of COUNTY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by CONTRACTOR upon sixty (60) days prior written notice to COUNTY in the event of material failure by COUNTY to perform in accordance with the terms of the Agreement through no fault of CONTRACTOR.

14.2 This Agreement may be terminated by COUNTY with or without cause upon thirty (30) days prior written notice to CONTRACTOR.

14.3 Unless CONTRACTOR is in breach of this Agreement, CONTRACTOR shall be paid for services rendered to COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect

of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Levy County, Florida or the United States District Court, Northern District of Florida located in Gainesville, Florida.

17.0 Non-Discrimination

17.1 CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the

existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 COUNTY and CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between COUNTY and CONTRACTOR pertaining to the services to be provided pursuant to this Agreement, whether written or oral.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written SA or other amendment executed by both parties.

22.0 Successors and Assigns

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of COUNTY by executed amendment.

22.3 In the event of an acquisition or merger of CONTRACTOR, the surviving corporation shall be substituted for the CONTRACTOR and such substitution shall be affirmed by the Levy County Board of County Commissioners by executed amendment to this Agreement.

23.0 Contingent Fees

23.1 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONTRACTOR shall be required to cooperate with COUNTY and other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information created for use in performing the services pursuant to this Agreement shall become the property of COUNTY for its use and/or distribution as may be deemed appropriate by COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR. Such documents, records, disks, original drawings, or other information created for the use in performing the services pursuant to this Agreement do not include any Contractor Pre-existing Material, including but not limited to material that was developed prior to the Effective Date that is used, without modification, in the performance of the Agreement. "Contractor Pre-existing Material" means materials, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property right developed, licensed or otherwise acquired by CONTRACTOR, independent of the services to be rendered under this Agreement. To the extent materials created for this Agreement contain Contractor Pre-existing Material, CONTRACTOR hereby grants to COUNTY an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to use, execute, reproduce, display, perform, and distribute copies of CONTRACTOR Pre-existing Material, but only as they are incorporated into and form a part of the works developed for COUNTY pursuant to this Agreement.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the services described herein.

25.2.2. Upon request from COUNTY provide COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by COUNTY.

25.2.3. 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 Agreement term, and thereafter if CONTRACTOR does not transfer all records to COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY, upon request from COUNTY, in a format that is compatible with the information technology systems of COUNTY. If CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if CONTRACTOR fails to provide records when requested, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

**THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS
AT**

TELEPHONE: (352) 486-5218

E-MAIL: levybocc@levycounty.org

MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

26.0 Access and Audits

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. COUNTY shall have access, upon reasonable notice to CONTRACTOR of no less than five (5) business days, to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Levy County Clerk or Auditor to the Levy County Board of County Commissioners shall result in the recovery of any resulting overpayments. COUNTY's cost of recovery shall be the sole expense of CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by delivery service requiring signed acceptance or by certified mail (return receipt requested) postage prepaid as follows:

As to COUNTY: County Coordinator
P.O. Box 310
310 School Street
Bronson, FL 32621

With a copy to: Director
Levy County Department of Public Safety
P.O. Box 448
Bronson, FL 32621

As to CONTRACTOR: Alissa Narode
Senior Consultant
99 Washington Ave, Suite 1720
Albany, NY 12210

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process

As to County: Chairman, Board of County Commissioners
Levy County, Florida
310 School Street
Bronson, FL 32621

As to CONTRACTOR: Attn: Legal Department,
Public Consulting Group, Inc.
148 State Street
Boston, MA 02109

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Levy County Director of the Department of Public Safety, or their successor, who shall act as COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to COUNTY any subcontractor or employee of CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Luke Taffuri

Name: Jake McMillen

31.0. Appropriations

31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below their respective signatures.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(Signature page follows)**

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

LEVY COUNTY BOARD OF COUNTY
COMMISSIONERS

Danny J. Shipp, Clerk

Matthew Brooks, Chair
Date: _____

APPROVED AS TO FORM:

Anne Bast Brown

Anne Bast Brown, County Attorney

ATTEST:

PUBLIC CONSULTING GROUP, INC.
a Massachusetts Corporation

By: _____
Corporate Secretary

By: _____
Name: _____
Title: _____
Date: _____

SEAL

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 19-020/SS
(To be added upon Award of Contract)

SECTION 6 APPENDICES

- APPENDIX A - Price Proposal Page(s)
- APPENDIX B - Business Information
- APPENDIX C - OEBE Schedules 1, 2, 3(A) & 4
- APPENDIX D - Certification of Business Location
- APPENDIX E - Drug Free Workplace Certification
- APPENDIX F - Disclosure of Ownership Interests

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 19-020/SS**

Page 1 of 2

The following pricing is submitted as the all-inclusive pricing to provide the Fire Rescue Department with services relating to the of revenues received as a result of the Florida Certified Public Expenditure Program for Emergency Medical Transportation Program (PEMT) in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

CONTRACTOR agrees to provide the services detailed in Section 4, Scope of Work/Services, on a contingency fee basis based on payments received by the County under the PEMT Program for ACHA cost reports completed by Contractor.

RATE _____% of revenues received under the PEMT Program

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.
- e. **Commercial Non-Discrimination Certification: Check the box(es), as applicable, as required by Section 3.5 COMMERCIAL NON-DISCRIMINATION :**

Proposer hereby certifies that the information in Section 3.5 is true and correct to the best of the Proposer's knowledge.

Proposer has attached to its proposal any legal/administrative proceeding information.

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 19-020/SS**

Page 2 of 2

OR

[] Proposer certifies that there are no legal/administrative proceedings required to be disclosed.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO. _____

SIGNATURE: _____

**APPENDIX B
BUSINESS INFORMATION
RFP NO. 19-020/SS**

Full Legal Name of Entity: _____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: () _____ Fax Number: () _____

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: _____

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes [] No []

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
OEBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 19-020/SS

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID No.: _____
 NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____
 SOLICITATION OPENING/SUBMITTAL DATE: _____ DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

| Name, Address and Phone Number | (Check all Applicable Categories) | | | DOLLAR AMOUNT OR PERCENTAGE OF WORK | | | | |
|--------------------------------|-----------------------------------|-------------------------------------|--------------------------|-------------------------------------|----------|-------|-----------|---------------------------|
| | Non-SBE | M/WBE Minority/Women Business | SBE Small Business | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| 1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____

Total SBE - M/WBE Participation _____

I hereby certify that the above information is accurate to the best of my knowledge: _____
 Signature Title

- Note:
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – **S/M/WBE Primes must document all work to be performed by their own work force on this form.** Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. **S/M/WBE** credit will only be given for the areas in which the **S/M/WBE** is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

 Print Name of Prime

 Print Name of Subcontractor/subconsultant

By: _____
 Authorized Signature

By: _____
 Authorized Signature

 Print Name

 Print Name

 Title

 Title

Date: _____

Date: _____

Revised 02/28/2019

**OEBO Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: _____
Contract Name: _____
BCC Resolution No.: _____
Project No.: _____
CSA No.: _____
Project Amount: \$ _____
Invoice No.: _____

Prime Consultant: _____ Contact Person: _____
Project Name: _____
Phone # _____ Email: _____
Amount Paid to Date: _____
Total Percentage of work performed to date by Prime: _____

SUB-CONSULTANTS

1. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

2. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

3. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

4. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

5. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

I hereby certify that the above is accurate to the best of my knowledge.

Signature

Title

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that _____ received a
 (Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ for _____ Month
 Drawn

On _____ from _____
 MM DD YYYY (Prime Contractor Name)

for labor and/or materials used on _____ / _____
 (Project Name) (Work/Task Order/Project Number)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage:

 Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____ (Signature of Subcontractor/subconsultant) _____ (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

 Notary Public, State of Florida

 Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

Revised 02/28/2019

**APPENDIX D
 CERTIFICATION OF BUSINESS LOCATION
 RFP NO. 19-020/SS**

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
 _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
 _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
 (Name of Individual)

_____, of _____
 (Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

 (Signature)

 (Date)

**APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 19-020/SS**

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, 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 counselling, 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 bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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, Florida Statutes, or of any controlled substance law of the United States 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature Date

**APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 19-020/SS**

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual or
[] the _____ of _____,
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

EXHIBIT B

PUBLIC CONSULTING GROUP PROPOSAL

19-020



Palm Beach County Board of County Commissioners and Fire Rescue

Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT)

Copy

June 18, 2019

RFP#: 19-020/SS

Sandy Shea
Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415



148 State Street, Tenth Floor, Boston, Massachusetts 02109
Tel. (617) 426-2026, Fax. (617) 426-4632
www.publicconsultinggroup.com

Letter of Transmittal





Public Focus. Proven Results.™

June 18, 2019

Sandy Shea, Senior Buyer
Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

Dear Ms. Shea:

Public Consulting Group, Inc. (PCG) is pleased to present a response to Palm Beach County, *Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT), RFP No. 19-020/SS.*

PCG has developed a proven methodology to provide the most comprehensive set of consulting and cost reporting services for the PEMT program. Through our experience with the PEMT program, we have developed internal processes to accurately and efficiently complete and analyze the data included in the PEMT cost report. In addition, our strong and well-developed relationship with the Agency for Health Care Administration (AHCA) allows us to represent our client's interests and have a healthy dialogue regarding the current and future intricacies of the PEMT program in the State of Florida. Due to our prior experience, we are the most qualified team to provide the services outlined in the Request for Proposal (RFP).

PCG will perform all work as outlined in the RFP. As an overview of our response, we have called out some important highlights to reinforce why we are best positioned to partner with Palm Beach County.

We are Leaders in National EMS Revenue Reimbursement Programs

PCG currently works nationwide with multiple state Medicaid agencies and EMS providers, including Texas, Massachusetts, Oklahoma, Kansas, Washington, District of Columbia and Florida, to develop, implement and/or administer EMS revenue enhancement initiatives. Within the state of Florida, PCG has worked with over 45 providers since the program's inception in 2016, including Palm Beach County, as well as built a strong relationship with AHCA. Last year alone PCG submitted over \$27 million in reimbursement settlements for our Florida providers. All of our experience and knowledge with EMS revenue reimbursements has propelled us to become the leader nationally in this field.

We Have the Most Florida PEMT Program Experience

Since the inception of the FL PEMT program in 2016, we have worked with over 45 fire departments and ambulance services providers within the state to identify reimbursable costs and assemble cost reports. Our Florida experience allows us to better understand specific challenges faced by providers in meeting stringent state and federal program regulations.

We have developed a close relationship with AHCA by serving as a liaison for our participating providers during implementation of the program, cost report submission and compliance reviews. In preparation for FY16 cost report submission, PCG organized and facilitated a PEMT summit for EMS providers to gain awareness and ask AHCA questions about the program. With extensive experience in raising programmatic issues and responding to compliance review inquiries, we will meet and exceed the County's need for a competent and reliable voice with the administering agency of the PEMT. PCG will work with AHCA on behalf of Palm Beach to ensure a successful experience and get expedited resolution when issues or questions arise.

Our Web-Based Cost Reporting Tool to Facilitate Compliance

PCG is the only vendor that uses a web-based cost reporting tool in addition to the hands-on analysis from a team of cost reporting experts. While serving as the hub for data collection, our proprietary system also implements real-time validation checks for quality assurance and accuracy. Before a cost report can be certified, the system requires a response or edit on any validation check that is triggered. Any significant fluctuations in data would require confirmation from the County. This additional measure of compliance is an important component in our plan to prepare the most conservative and highly compliant cost reports for Palm Beach County.

We Provide Unmatched Value-Added Services

Our cost report preparation and cost settlement support will allow Palm Beach County to generate maximum allowable revenue while mitigating audit risk. Through a full-service delivery model, we offer cost reporting expertise that optimizes revenue and reduces the administrative burden on EMS providers. We will provide full support to the County throughout AHCA's compliance review process, drafting letters and providing supporting documentation to meet AHCA's requirements and expedite settlement payments. Comprehensive reviews will be conducted of all cost settlement files, performing detailed analysis of billing reports to ensure that all allowable charges and payments are included in the calculation of the final settlement. One of the system's more beneficial data validation components is the ability to conduct year-to-year comparisons of cost report data (e.g., significant trends in billing and financial data).

Our Team Draws on Subject Matter Expertise

PCG is comprised of financial and programmatic subject matter experts, particularly with a focus on EMS reimbursement programs. The experienced professionals from our revenue enhancement team have worked with thousands of state and local governmental entities and have successfully recovered hundreds of millions of dollars for clients. We have extensive experience with Centers for Medicare and Medicaid Services (CMS) cost reporting requirements and provide clients with unmatched cost reporting services.

PCG will draw on a host of cost reporting experts from around the country and the County can rest assured that the project team for this engagement will be readily accessible. Your dedicated project team will maintain close contact with the County's officials throughout the life cycle of this important engagement.

Summary

Outlined in this proposal is the background, experience and qualifications of resources, as well as the approach to PEMT services that PCG will undertake to assist the County in realizing revenue as part of this opportunity.

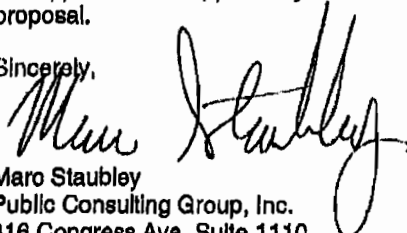
Ms. Sandy Shea
June 18, 2019
Page 3

The principal contact to answer questions or provide additional information for this proposal will be James Dachos and can be reached as follows:

James Dachos
Public Consulting Group, Inc.
999 18th St., Suite 1425
Denver, CO 80202
jdachos@pcgus.com
512-287-4675

We appreciate the opportunity to assist Palm Beach County again and look forward to your review of our proposal.

Sincerely,



Maro Stauble
Public Consulting Group, Inc.
816 Congress Ave, Suite 1110
Austin, TX 78701
mstauble@pcgus.com

TABLE OF CONTENTS

Letter of Transmittal

| | |
|---|-----|
| 1. Experience / Qualification / Background / References Information | 2 |
| 2. Project Approach / Understanding Information | 11 |
| 3. Key Personnel and Operations Information | 22 |
| 4. Business Location / Local Preference | 45 |
| 5. Commercial Non-Discrimination | 46 |
| 6. Financial / Business Stability | 47 |
| 7. Price Proposal Information – Appendix A | 124 |
| 8. Business Information – Appendix B | 126 |
| 9. Amendments to the RFP | 127 |
| 10. Additional Information | 129 |

1. Experience / Qualification / Background / References Information



SECTION 3.1: Experience/Qualification/Background/References Information

3.1.1 Each proposer shall submit a detailed statement of their experience, qualifications, and background for providing PEMT reporting services to eligible PEMT entities within the State of Florida

PCG's Longstanding Relationship with Florida PEMT's Team

Public Consulting Group, Inc. (PCG) brings an unmatched familiarity with the Florida Public Emergency Medical Transportation (PEMT), an established relationship with Florida's Agency for Health Care Administration (AHCA), and the experience of being the national leader in Emergency Medical Service (EMS) revenue maximization projects.

We draw on each of these strengths to continuously deepen and update our experience with the Florida program, with cost reporting trends and with best practices nationally.

Our Experience with the Program is Evidenced Through our Successful Florida Engagements

We are the leader among vendors assisting Florida's EMS providers in program implementation and preparation of cost reports. Since the implementation of this program in 2016, with PCG supporting Florida's PEMT program, EMS providers working with us have realized more than \$62 million in additional revenues.

Having helped 48 Florida EMS providers realize more than \$62 million in revenue through our PEMT implementation and reporting services, PCG's experience and qualifications far exceed those required by the County .

We have worked with 48 Florida EMS providers to implement the PEMT program. In working with some of the state's largest fire departments, stand-alone EMS providers, along with smaller cities, and hospital and health districts, we have realized the unique challenges and requirements that providers face throughout program implementation. From our firsthand experience, we can develop a customized approach to meet each client's distinct needs.

We are Intimately Familiar with EMS Cost Reporting

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

PCG has the most qualified subject matter experts (SMEs) in Medicaid cost reporting. Our staff have designed and built cost reporting programs for several state Medicaid agencies, and they manage the development and submission of hundreds of annual federal cost reports for public service providers. The project team working with Palm Beach County has prior experience working in Florida on the PEMT program and directly with the County in previous years.

Florida Is Strengthened by PCG's Nationwide Medicaid Expertise

PCG has deep roots in PEMT and includes an established, nationwide consulting firm with 61 offices and a presence in all 50 states. PCG has experience working with various Medicaid provider settings, including hospitals, school districts, public health agencies, behavioral healthcare agencies and ambulance service providers.

The PCG team that will serve the County has many staff with healthcare regulatory expertise, proficiency in financial management, as well as strong technical and operational skills. We have successfully recovered hundreds of millions of dollars for our clients. PCG professionals are experts in OMB Supercircular (2 CFR Part 200) and Medicare/Medicaid principles of reimbursement and CMS cost reporting requirements.

Our Relationship with AHCA Keeps our Qualifications and Experience Current and Relevant

PCG has cultivated a relationship with the Florida Agency for Healthcare Administration (AHCA), the state agency overseeing PEMT, and the specific requirements and procedures of the program. This relationship is continuously strengthened through our work on behalf of our Florida provider clients.

Since program inception in October 2016, we have helped more than 48 Florida entities file for more than \$62 million in claims. In addition to managing the Fee-for-Service Certified Public Expenditure project, we are helping support the Florida Medicaid agency in the development of a Managed Care Organization (MCO) reimbursement process.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

PCG has been working with Florida Fire Chiefs Association (FFCA), AHCA, and the participating providers to include MCO transports in the PEMT reimbursement program. PCG has been working closely with the FFCA and the State Medicaid agency to achieve Centers for Medicaid and Medicare (CMS) approval for an MCO supplemental payment program. The County will need to prepare to participate in the program, and PCG can assist the County through initiation and operations of the MCO program.

PCG Is Engaged Throughout the Entire Cost Reporting Process

By working with more than 30 Florida clients to file their reports in the inaugural round, we played an integral role to appropriately interpret Federal CMS regulations, translate our client's working data (as regulated by Florida statutes, chapter 401) into the AHCA template, and monitor updated guidance as it became available.

In addition to using our knowledge to the maximum benefit of the County, we will act as a liaison to AHCA throughout any ongoing program updates, cost report submission, and payment processes. Responses will be expeditiously drafted to address questions that arise during AHCA desk reviews, and we will work with AHCA to accelerate supplemental payments to the County.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

3.1:2 Each proposer should submit a minimum of three (3) references demonstrating the successful provision of PEMT reporting services to PEMT agencies within the State of Florida within the past (3) year(s).

Each reference should include the following:

- a. Name of client company, contact names, addresses, email address, telephone/fax numbers, dollar amount of contracts and dates of service.**
- b. Scope of Work, types of services performed and number of full-time staff provided**

Reference 1

| Orange County Fire and Rescue Reference | |
|--|---|
| Agency | Orange County Fire and Rescue Department |
| Project | Orange County Florida EMS Continuing Public Expenditure Program |
| Contact | Alex Morales 6590 Amory Ct Winter Park, FL 32792 (407) 836-9015 Alex.Morales@ocfl.net |
| Dollar Amount of Contract | The current dollar amount of the contract is based off a contingency fee of 9% of the incremental revenues generated through the Emergency Medical Services CPE cost reporting process. |
| Date of Service | June 2016 to present day. |
| Types of Services Performed | The types of services that Public Consulting Group has performed have involved cost report compilation, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. |
| Number of Full Time Employees | We currently have three full time employees working on this project. |

Scope of Work

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to city/department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS on behalf of provider.
- Conducting analysis of the provider's financial and billing data to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Reference 2

| City of Sunrise Fire and Rescue Reference | |
|---|---|
| Agency | City of Sunrise Fire and Rescue Department |
| Project | City of Sunrise Florida CPE Public Emergency Medical Transport Program |
| Contact | Christopher Shannon 10440 W Oakland Park Blvd Sunrise, FL 33351 (954) 746-3412 CShannon@sunrisefl.gov |
| Dollar Amount of Contract | The current dollar amount of the contract is based off a contingency fee of 9% of the incremental revenues generated through the Emergency Medical Services CPE cost reporting process. |
| Date of Service | October 2016 to present day. |
| Types of Services Performed | The types of services that Public Consulting Group has performed have involved cost report compilation, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. |
| Number of Full Time Employees | We currently have three full time employees working on this project. |

Scope of
Work

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Public Emergency Medical Transport Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Certified Public Expenditures ("CPE") Program and the proposed Medicaid Managed Care Transport Revenue Program.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for Public Emergency Medical Transport Program on behalf of provider.
- Conducting analysis of the provider's financial and billing data to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Public Emergency Medical Transport Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Performing relevant analysis to determine a viable Medicaid Managed Care Transport Revenue supplemental payment methodology.
- Executing Medicaid Managed Care Transport Revenue supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and Client to further develop the supplemental payments program for both Medicaid Managed Care Transport Revenue.
- At the request of the Client: Respond to, and represent Client on any AHCA or CMS audit, review or communication regarding any Public Emergency Medical Transport Program cost report prepared and delivered to AHCA on behalf of the Client.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Reference 3

| City of Plantation Fire Rescue References | |
|---|---|
| Agency | City of Plantation Fire Rescue Department |
| Project | City of Plantation Florida EMS Continuing Public Expenditure Program |
| Contact | Joel Gordon 400 NW 73 rd Avenue Plantation, FL 33317 (954) 797-2150 jgordon@psd.plantation.org |
| Dollar Amount of Contract | The current dollar amount of the contract is based off a contingency fee of 15% of the incremental revenues generated through the Emergency Medical Services CPE cost reporting process. |
| Date of Service | February 2017 until present day. |
| Types of Services Performed | The types of services that Public Consulting Group has performed have involved cost report compilation, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. |
| Number of Full Time Employees | We currently have three full time employees working on this project. |

Scope of
Work

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to city/department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS on behalf of provider.
- Conducting analysis of the provider's financial and billing data to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.

2. Project Approach / Understanding Information



SECTION 3.2: Project Approach/Understanding Information

The proposer shall provide a detailed narrative description of its approach and methodology for implementing the PEMT program in the State of Florida and all the rules, regulations and requirements associated with the program including, but not limited to, the following:

- 3.2.1 Overview of the project tasks to be performed*
- 3.2.2 County resources which will be required to conduct the study*
- 3.2.3 Timeline for performing the required services from start to completion*

3.2.1 Overview of the Project Tasks to be Performed

PCG Methodology

We have a complete understanding of the requirements outlined in the request for proposal. Our approach to this work is described below. This approach is based not only on our successful implementation with other PEMT projects, but also on our process improvement analysis of our past PEMT work.

Our methodology is deliberate, focused on coordination and communication, and designed to make the process as seamless as possible.

Phase 1: Project Kickoff and Implementation

In this preliminary phase, PCG will work with the County to establish the County contacts that will be involved in the cost reporting process. Once the contacts are identified, we will schedule a project kickoff meeting with the appropriate individuals to discuss project expectations and specific roles and responsibilities. We will also work with the County to form a communication plan to establish protocols and timeframe for future status meetings based on the County's preferences.

Lastly, we will provide a data request to the County to begin the process of completing the cost report. The items request will include, but not be limited to:

- Provider-specific identifier numbers;
- Computer Aided Dispatch (CAD) Data;
- Capital Usage;

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

- Expenditures for the provider;
- Employee data;
- Indirect Cost Rate Proposal (if applicable);
- Provider revenue received;
- Depreciation detail; and
- Billing data.

The purpose of collecting these data is to determine the allowable costs that exceed other Medicaid revenue the eligible PEMT entity receives for providing EMT services to Medicaid recipients. These data will be used to provide the content for the Medicaid cost report.

Phase 2: Cost Report Preparation

This phase will focus on the preparation of the annual cost report as well as any necessary supporting documentation to allow the County to receive supplemental payments. During this phase, we document processes and identify strengths, weaknesses and mitigating controls, proactively offering recommendations for strengthening compliance, especially in relation to Chapter 401 of the Florida Statutes. We will leverage our knowledge of state and federal Medicaid billing and reimbursement requirements to make recommendations to the County as the team learns about your data. Additionally, our staff constantly reviews regulations and legislation at both the state and federal levels to ensure its claiming practices are current. Our legal and regulatory staff reviews the Office of Inspector General (OIG), CMS, and other audits throughout the nation, some of which result in policy modifications. We will review if any of these reforms could impact the County and make suggestions to enhance procedures, thus proactively addressing the concerns outlined in other audits.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

The cost report preparation phase of the process involves managing the PEMT pre-cost report submittal process for the County. This includes:

- Collecting provider information securely via electronic submission;
- Uploading data into our web-based cost reporting tool;
- Reviewing all submitted data to determine eligible costs for reimbursement under the PEMT program; and
- Gaining County sign off during pre-determined status meetings per the communication plan established in the kickoff meeting.

These items are further outlined below:

Collect Provider Information

The first step of this process is collecting provider information per the data request discussed in the kickoff meeting. The transmission, collection and storage of this data in an electronic format has increased the focus and importance of creating appropriate protection and controls for data that is sensitive and/or protected. As a hosted solution provider, we acknowledge and accept that it is incumbent on every service provider to enable proper protection and control for the management and safe-keeping of our data, and particularly for the data that we are entrusted to store on behalf of our clients.

PCG will take necessary steps to:

- Assure appropriate protections and controls are developed and followed;
- Apply appropriate standards; and
- Comply with pertinent regulations governing the access to protected data such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

We recognize that having a robust security program is critical in minimizing the impact of threats inherent in today's computing environments. We are committed to maintaining a healthy process of periodic audit and review of our program to assure that we are accomplishing our and the County's goals and objectives in protecting sensitive data, and to assure that the plan evolves to address an ever-changing environment and threat landscape over time.

Once the requested data are uploaded, we will identify the need for additional data and communicate with the County to ensure a timely completion of the Medicaid cost report. When all required data are submitted by the County, we will provide the County a data summary for approval at a pre-determined status meeting.

We are the only vendor using a web-based cost reporting tool and a team of cost reporting experts to analyze and validate data in real time.

Review Provider Information

Our web-based cost reporting tool is an invaluable resource in performing data validation in real-time, as data are collected. Immediately upon entry, our team will be able to identify variances and discuss their acceptance with the County. We can change the allowable variance limits to be aligned with updated guidance from

AHCA or County preferences. The web-based tool also allows the team to give the County feedback on how their expenses compare to other providers for benchmarking purposes. The paragraphs below describe this process and further benefits of using this tool.

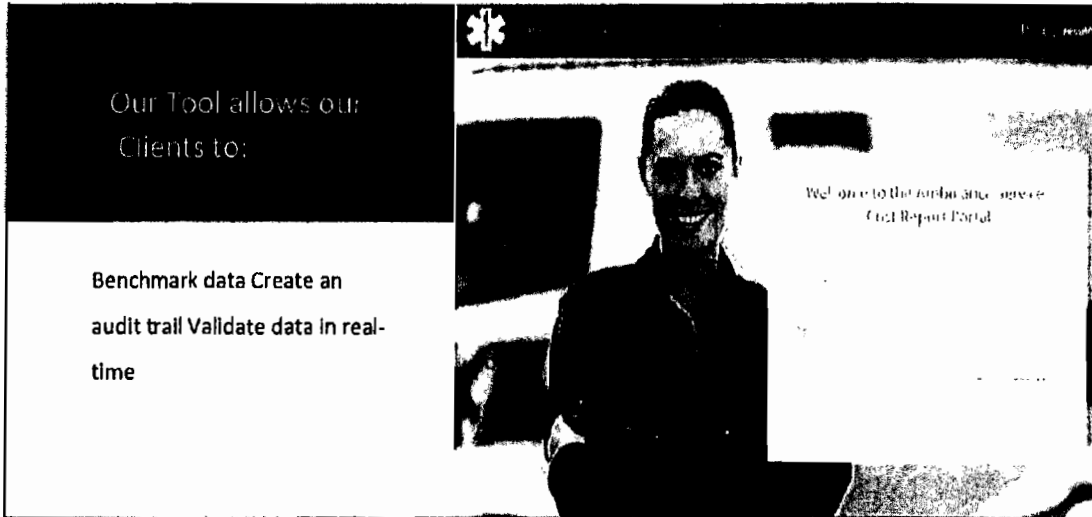


Figure 3.2.1: PCG's Web-Based Cost Reporting Tool.

Once all data are received from the County, we will input the data into our online tool. As mentioned above, our proprietary system will perform real-time validation checks for quality assurance and accuracy. No other vendor in the country utilizes a web-based reporting tool to compile, review, and audit all data components included in the cost report prior to cost report submission. An automated compliance process is essential to ensure the accuracy of all reported financial information. The information collected from this system will be used to satisfy the reporting requirements for all components of the PEMT program.

PCG will communicate with the County throughout the data review process with status updates and will clarify any questions regarding the data during status meetings. The cost reporting work will focus on compliance and audit risk minimization, ensuring that all included costs meet OMB SuperCircular (2 CFR Part 200) requirements and are sufficiently accounted for in auditable financials. After the data

are reviewed, we will provide the County with a decision summary for sign off before beginning cost report preparation. During this phase, we will draw on our access to and history with other Florida providers, as

Additionally, our use of a single reporting tool will enable the County to access reports from the universe of data stored in the multifunctional system.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

well as our established relationship with AHCA, to provide guidance on necessary determinations such as allowable and shared costs.

Our tool combined with our book of Florida clients allows us to provide the County with blinded benchmark data. The County may have an interest in seeing how their cost per transport compares to departments of similar size or with a comparable call volume. In addition, PCG already has multiple years of Palm Beach County's data, allowing us to provide year over year trend analysis and immediate verification of any variances.

With a user-friendly interface, data input and cost settlement calculations are streamlined. We implement year-to-year comparisons of billing and expenditures data and identify any areas in which significant changes occur. Because all data are collected in this system, an audit trail is created as the cost report is completed. In addition to the data trail created in the system, the system captures and stores:

- Supporting documentation (including a crosswalk to external files);
- A crosswalk through allowable cost determination; and
- Notes for any variances identified.

Because this is created as the cost report is completed, questions from AHCA or an audit request will not be a cause for concern. We will have the information ready to respond to additional requests without requiring surplus information from the County. PCG looks forward to using the web-based tool, as well as the vast cost report experience mentioned above, to assist the County in the successful completion of the Medicaid Cost Report.

Phase 3: Cost Report Submission and Desk Review

We accept the full administrative burden of cost report preparation and will ensure that County staff is closely involved in the cost report review process before submission to AHCA. We will work towards

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

establishing protocols and processes that the County can easily replicate in generating the information that will ultimately result in the transfer of funds from AHCA.

Prepare Cost Report Submission Package

We will complete all ten (10) schedules outlined in the Emergency Medicaid Transportation Integrated Disclosure and Medicaid Cost Report in compliance with the format provided by AHCA. This includes using the web-based tool described above to complete the required schedule. We will demonstrate the web-based tool to the County at their request and provide a preliminary cost report with anticipated settlement results.

Review Cost Report to Identify and Address Audit Risk

We will review the cost report and identify all outstanding potential audit risks with the County. We will suggest potential remedies to reduce audit risk and update the cost report accordingly as needed. During this stage, we will anticipate any possible question of the costs reported by finalizing notes addressing potential questions or clarifications on the cost report. In addition, we will provide the County with supporting documentation linking the reported data to the documentation delivered during the data collection process.

Submit Completed Cost Report Package to AHCA

We will supply the County with a cost report submission package that includes the completed cost report, supporting documentation of financials, and any additional documentation requested by AHCA. In addition, we will provide the County with an in-depth final report review before submission. This ensures all stakeholders and the individual certifying the report sign off on the cost report before submission. After the report is approved by the County, we will provide instructions for submission.

Address Feedback of AHCA Review of Cost Report

AHCA's questions and findings will be addressed during the desk review process. This includes drafting responses, providing supporting documentation and conducting comprehensive billing reconciliations should there be questions regarding the billing data. Leveraging a close working relationship with ACHA, we will be

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

able to assist the County in swiftly resolving any issues that may arise during ACHA's review of the cost report. We will also be responsible for providing supporting documentation, drafting responses, and undertaking financial accountability during a potential federal audit. We build and maintain a strong collection of supporting files that is well-organized and readily accessible in the event of an audit.

We will work closely with the County to help maintain the highest levels of compliance and program integrity while maximizing the County's revenue to the greatest extent possible. Ongoing in-depth assessment will be performed, and we will work with County staff to provide status updates and written reports for internal stakeholders.

Phase 4: Ongoing Support

We will continue to provide ongoing support to the County after the completion of the cost report and subsequent reviews. These ongoing tasks include:

- Continuing to provide policy updates from AHCA and Centers for Medicaid and Medicare Services (CMS) regarding any updates or changes to the program;
- Communicating any updates from AHCA relating the date of anticipated reimbursement from the PEMT program; and
- Providing audit support in the event of an audit by the state, CMS, or the Office of Inspector General (OIG).

We will also provide the County with additional services aimed at increasing ambulance service revenues. In addition, we can provide charge master review services to ensure that the department is optimizing charges to drive revenue generation. We understand the political complexities associated with increasing charges and provide the necessary support and analysis to present to stakeholders.

3.2.2 County Resources Needed to Conduct the Study

The primary utilization of county resources throughout this project will be centered on gathering the required data items needed to complete the ACHA PEMT cost report. If awarded this contract, our first course of action will be to establish a point of contact with Palm Beach County. This individual will be responsible for handling the day-to-day correspondence between PCG and Palm Beach County in addition to making sure required data related deliverables are met on schedule.

We expect that, as in previous cost report cycles, the fiscal manager at Palm Beach County will be the point person for data gathering. Since the requested data items for the cost report have not materially changed since the program's inception, the turnaround for data should be manageable for the county.

Once the data items have been uploaded onto PCG's proprietary web-based cost reporting tool, our project team will begin reviewing the information provided. During this cost report preparation process, we expect to schedule check-in calls with the Palm Beach County Fire Rescue fiscal manager and finance director on as needed basis to ensure that data categorizations are made correctly.

After validating all of Palm Beach County Fire Rescue's data, PCG will input this information into the Emergency Medicaid Transportation Integrated Disclosure and Medicaid Cost Report. To close out the cost reporting cycle, we will schedule an in-person close out meeting with Palm Beach County stakeholders a few weeks before the November deadline to review the annual submission and point out any outliers.

3.2.3 Timeline for Performing the Required Services

The Florida PEMT Cost Reporting process is cyclical in nature. *Figure 3.2.3* below outlines the four overarching milestones of each cost report cycle over the project's three-year span.

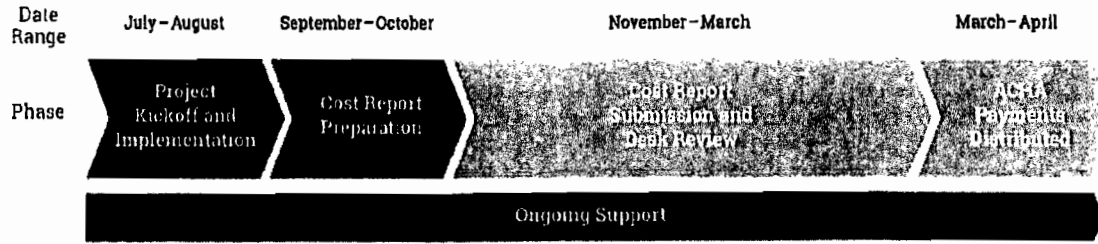


Figure 3.2.3: Proposed Project Timeline

Project Kickoff and Implementation

After the conclusion of the Florida fiscal year, PCG will reach out to Palm Beach County Fire Rescue to determine who the county contacts will be for the cost reporting process. Then an in-person project kickoff meeting will be scheduled to outline project expectations, specific roles, and responsibilities. For the first year of this contract, this process will occur at the end of August; however, in year two and three of this project, the expectation is that the kickoff could occur between July and August.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Cost Report Preparation

The expectation is that each year the county provides the requested PEMT data by early September. Once PCG is in receipt of these data, we will review and validate all the information from Palm Beach County. After all the data have been quality controlled and we have signed off from the county, PCG will fill out the ACHA cost report template. This period of the cost reporting process will last until the end of November.

Cost Report Submission and Desk Review

PCG will submit the completed cost report to ACHA by November 30th of that year. At this point, ACHA will conduct their desk review of the submitted report. PCG will respond to any of ACHA's questions about the county's submission. This desk review process typically lasts until the early spring of the following year.

ACHA Payments Distributed

PEMT cost settlement payments have traditionally been distributed to participating providers by April. PCG will assist Palm Beach County with the completion of their Certified Public Expenditure form which is required to receive payment.

Ongoing Support

Throughout the lifetime of this contract, PCG will monitor Florida-specific and national legislation and trends as they relate to PEMT programs. Furthermore, PCG will assist Palm Beach County in any interaction required by ACHA during the cost reporting process itself and for any future requests related to a completed cost report.

3. Key Personnel and Operations Information



SECTION 3.3: Key Personnel and Operations Information

3.3.1 An Organizational Chart Identifying the structure of firm.

Company Overview

Public Consulting Group, Inc. (PCG) is a government management and operations consulting firm headquartered at 148 State Street, in Boston, Massachusetts. Established in 1986, PCG has been serving primarily public-sector clients nationally and globally for 33 years. The firm has extensive experience in all 50 states, clients in six Canadian provinces, and a growing practice in the European Union. Currently, PCG has domestic contracts across five practice areas in all 50 states. Please see *Figure 3.3.1.a* for a geographical representation of all the states in which PCG does business. Today, with more than 2,000 professionals in over 50 offices around the U.S., Canada, England, and Poland, our firm is committed to providing proven solutions and outstanding customer service to our clients.

PUBLIC CONSULTING GROUP, INC. | CORPORATE CURRENT CONTRACTS

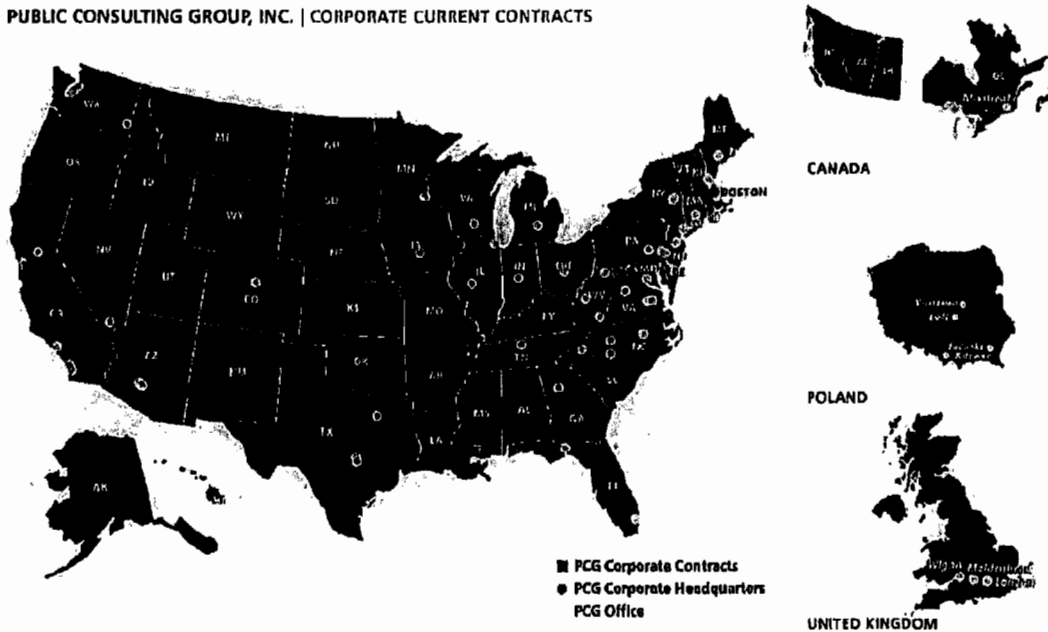
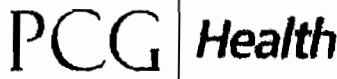


Figure 3.3.1.a



PCG Health helps state and municipal health agencies to respond optimally to reform initiatives, restructure service delivery systems to **Public Focus. Proven Results.™** best respond to regulatory change, maximize program revenue, and achieve regulatory compliance. The practice area uses industry best practices to help organizations deliver quality services with constrained resources, offering expertise in strategy and finance, revenue cycle management, and payer support services. PCG Health is a recognized leader in health care reform and health benefits exchange consulting, a leading provider of revenue enhancement, rate setting, and cost settlement services, and a leading provider of health care expense management services.

Company Organizational Chart

Please see *Figure 3.3.1.b* below for PCG's organizational structure.

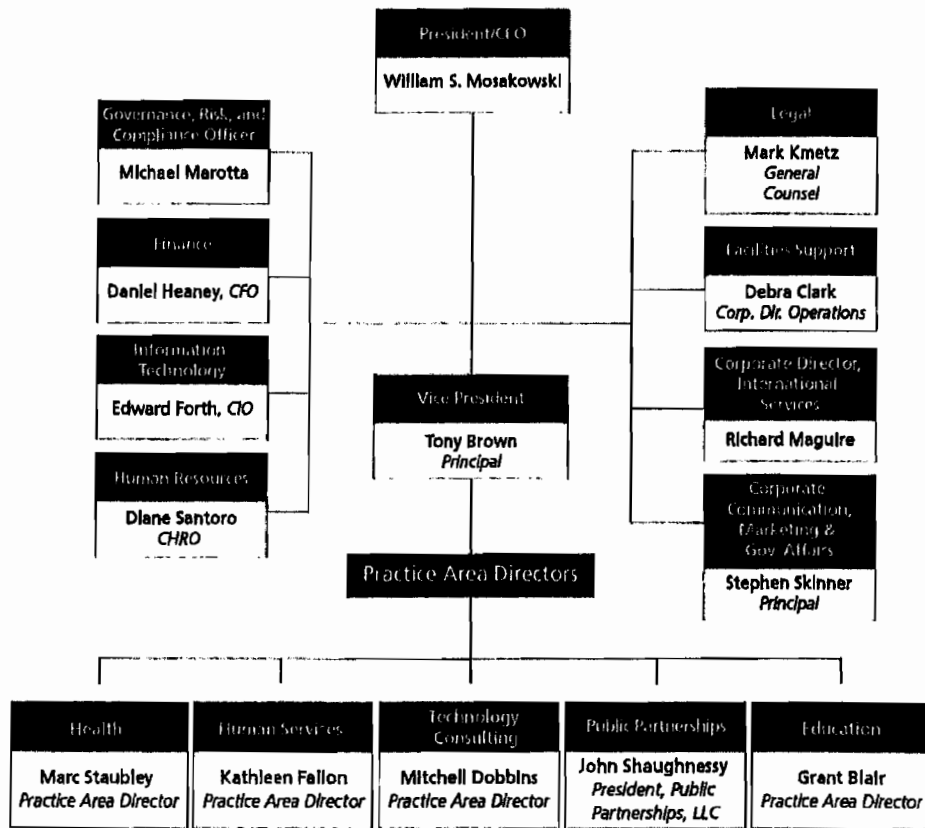


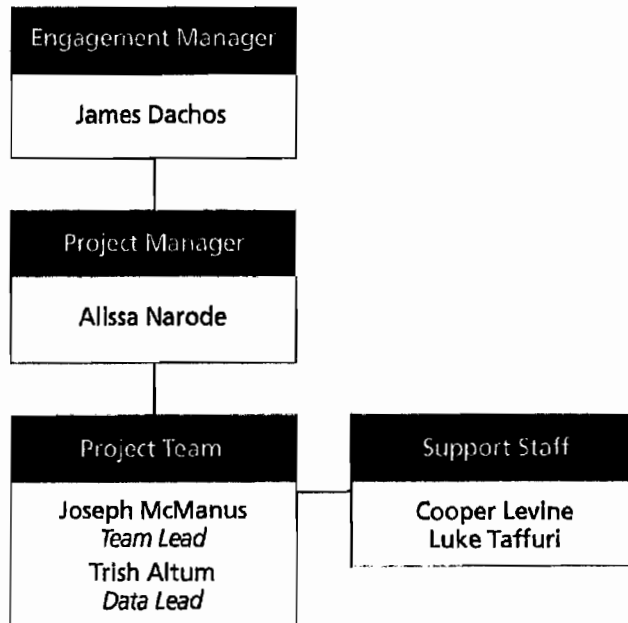
Figure 3.3.1.b

3.3.2 A list of key personnel assigned to the project; along with complete resume detailing their experience, education, expertise, qualifications and knowledge of the project.

PCG's Team of Experts

Public Consulting Group, Inc. (PCG)'s PEMT team includes a qualified and experienced staff of subject matter experts. All members of the PCG team have direct experience with EMS Medicaid reimbursement generally and the Florida PEMT program specifically. No other vendor offers a more knowledgeable team with as much cost reporting and Medicaid experience. We will bring these resources to the full benefit of the Palm Beach County PEMT cost reporting services.

Mr. Joseph McManus and Mr. Luke Taffuri, who worked closely on the Palm Beach County PEMT cost report last year, bring an unparalleled familiarity with both the data and the particulars of Palm Beach County operations. Below is our team organization chart, as well as all resumes with our team member's relevant experience, education, expertise, qualifications and knowledge of the PEMT program.



Staff Resumes:

In the following pages, we have provided detailed staff resumes for all key staff identified in our project organizational chart.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

JAMES DACHOS
ASSOCIATE MANAGER AT PUBLIC CONSULTING GROUP, INC.

James Dachos, an Associate Manager at PCG, will be serving as the Engagement Manager on this project. Mr. Dachos currently serves as the program manager for EMS Cost Recovery and Compliance initiatives for five states including Texas, Florida, Washington, Colorado, and Oklahoma. As the program manager, Mr. Dachos is directly responsible for the development, design, implementation, cost reporting, and ongoing administration of EMS reimbursement programs. He currently oversees ambulance supplemental payment services for over 50 clients across the state of Texas, more than 40 ambulance providers in Florida, and over 60 providers in the state of WA. Mr. Dachos also oversees the project team dedicated to providing statewide EMS consulting, cost collection, and auditing service on behalf of the state of Colorado.

Mr. Dachos has worked closely with state Medicaid departments in the design, development, and gain federal approval for cost-based EMS and school-based services (SBS) programs. He has worked with CMS on behalf of numerous states responding to requests for information pertaining to the State Plan Amendment and other related program components. He has also led comprehensive SBS and Local Health Jurisdiction (LHJ) assessments on behalf of state health departments.

Mr. Dachos is responsible for the annual cost reporting process for over 1,000 school districts across the states of Wisconsin, Kansas, Arizona, Colorado, Georgia, and North Carolina, including the collection and desk review of all submitted cost reports and the analysis of district actual costs. He also has led training efforts for school district staff on cost reporting procedures and PCG's web-based cost reporting and Medicaid reconciliation system.

RELEVANT PROJECT EXPERIENCE

Miami-Dade Fire Rescue, Orange County Fire Rescue Department, Hillsborough County Fire Rescue, Tampa Fire Rescue, Palm Beach County Fire Rescue (among approximately 45 active clients), State of Florida

Ground Emergency Medical Transport Program (May 2016 - Present): Program Manager

Mr. Dachos: Contracted with 45 departments across the state of Florida to administer consulting services around program design, implementation, cost reporting, and compliance for the Ground Emergency Medical Transportation (GEMT) program. Mr. Dachos leads a team of 20 staff to facilitate the compilation of the annual cost report and provide audit support. Mr. Dachos and his team developed a web-based cost reporting solution to facilitate cost reporting analysis and help ensure compliance.

Houston Fire Department, Dallas Fire-Rescue Department, MedStar (Tarrant County), Montgomery County Hospital District, Galveston County Health District, and Garland Fire Department (among approximately 50 active clients), State of Texas

Ambulance Supplemental Payment Program (August 2012 - Present): Program Manager

Mr. Dachos: Contracted by multiple providers throughout the state of Texas to provide consulting services to design, gain approval for, and implement the Ambulance Supplemental Payment Program (ASPP). Manage the preparation of annual cost reports and provide comprehensive support throughout the State's desk reviews. PCG prepared and submitted the Federal Fiscal Year 2011 through 2016 cost reports for PCG's providers, which has generated significant revenue for the programs.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

State of Washington – Approximately 60 public EMS providers

Ground Emergency Medical Transport Program (May 2016 - Present): Program Manager

Mr. Dachos: Contracted with 60 departments across the state of Washington to administer consulting services around program design, implementation, cost reporting, and compliance for the Ground Emergency Medical Transportation (GEMT) program.

Oklahoma Ambulance Association (OKAMA), State of Oklahoma

EMS Cost Recovery Program (March 2014 - Present): Program Manager

Mr. Dachos: Contracted with OKAMA to establish the most appropriate and effective EMS Cost Recovery Program for the Oklahoma EMS provider community. Responsible for designing, gaining state and federal approval, designing, and administering the program for all eligible participating EMS departments across the state of OK.

Colorado Department of Health Care Policy and Financing, State of Colorado

EMS Supplemental Reimbursement Initiative (December 2016 – Present): Program Manager

Mr. Dachos: Contracted to design cost-based reimbursement program for public ambulance providers across the state of Colorado. Gained federal approval and currently in the process of implementing program on behalf of HCPF. Developed web-based cost report portal with pre-payment audit controls.

School Health Services: School Based Cost Reporting and Cost Settlement (October 2010 – Present):
Project Manager

Mr. Dachos: Serves as program manager responsible for client management, execution of contract deliverables, subject matter expertise, and the supervision of the processing of school-based cost reports under Medicaid State Plan. Enforces program compliance and revenue maximization. Executes annual audits of school districts to ensure program compliance. Oversees training efforts for school districts on cost reporting and cost settlement procedures.

Arizona Health Care Cost Containment System, State of Arizona

School Based Health Services: Claiming Program Design and Implementation (October 2010 – Present):
Project Manager

Mr. Dachos: Assisted the state in designing and implementing a cost-based reimbursement methodology for the school-based health services program. Developed the SPA document outlining the new methodology and all accompanying documents including the cost report and cost reporting guide. Prepared responses to CMS' Requests for Additional Information pertaining to the SPA and other related documents. Conducted financial trainings to assist the LEAs in completing the annual cost report. Serves as project manager.

Department of Community Health, State of Georgia

Children's Intervention School Services (October 2010 – Present): Project Manager

Mr. Dachos: Oversees team dedicated to Medicaid state-wide cost reporting and cost settlement operations. Serves as project manager responsible for client management, execution of contract deliverables, subject matter expertise, and the supervision of the processing of school-based cost reports under Medicaid State Plans. Assisted the state in developing and executing audit plan for quarterly Local Education Agency monitoring. Enforces program compliance and revenue maximization. Oversees training efforts for 145 school districts on cost reporting procedures for web-based Medicaid cost reporting and claiming system.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Kansas Department of Health and Environment, State of Kansas

School Based Services Cost Reporting / Reconciliation Initiative (October 2010 – Present): Project Manager

Mr. Dachos: Oversees team dedicated to Medicaid state-wide cost reporting and cost settlement operations. Serves as project manager responsible for client management, execution of contract deliverables, subject matter expertise, and the supervision of the processing of school-based cost reports under Medicaid State Plans. Enforces program compliance and revenue maximization. Developed and executed audit plan for annual school district monitoring. Oversees training efforts for school district staff on cost reporting procedures for web-based Medicaid cost reporting and claiming system.

Department of Health Services, State of Wisconsin

School Based Services Cost Reporting / Reconciliation Initiative (October 2010 – Present): Project Manager

Mr. Dachos: Prepared responses to CMS' requests pertaining to School Based Services program methodology approval. Oversees team dedicated to Medicaid state-wide cost reporting and cost settlement operations. Serves as project manager responsible for client management, execution of contract deliverables, subject matter expertise, and the supervision of the processing of school-based cost reports under Medicaid State Plan. Enforces program compliance and revenue maximization. Developed and executed audit plan for annual school district monitoring. Oversees training efforts for over 400 school districts on cost reporting procedures for web-based Medicaid cost reporting and claiming system.

Department of Social Services, State of Missouri

School Based Services Cost Reporting Initiative (December 2015 – Present): Project Manager

Mr. Dachos: Project lead responsible for identifying how the State of Missouri can maximize school-based Medicaid funding streams, while maintaining the utmost level of compliance. Team is contracted to review Missouri's current school district transportation reimbursement methodology and providing recommendations on how Missouri could maximize federal reimbursement. Additionally, is reviewing school-based clinic models around the country as an approach to maximize federal funding streams.

Health Care Authority, State of Washington

Financial Audit of Local Health Jurisdiction Medicaid Administrative Claiming (September 2013 – March 2014): Project Manager

Mr. Dachos: Conducted a multi-faceted analysis of the Medicaid Administrative Claiming (MAC) program for the State's Local Health Jurisdictions (LHJs). The audit focused on five key review areas: MAC invoice, Certified Public Expenditures, funding offset, indirect cost rate, and Federally Qualified Health Center encounter rate. Analysis and recommendations were derived from a comprehensive data analysis, on-site interviews with LHJ staff, and an examination of pertinent federal and state regulations. Findings and recommendations pertaining to each of the key review areas were presented in the final report.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

December 2006 - Present

Watson Wyatt Worldwide, Newton, MA

September, 2004 – May 2006

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

EDUCATION

Clark University, Worcester, MA
Master of Business Administration, 2011

Bates College, Lewiston, MA
Bachelor's Degree, Sociology, 2004

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

ALISSA NARODE
SENIOR CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

Alissa Narode is a Senior Consultant based in the Albany, New York office and will serve as the Project Manager on this engagement. Since joining PCG, Ms. Narode has supported and led several key initiatives. Ms. Narode is the Project Manager of the Florida Public Emergency Medical Transportation Program and previous team lead on the Washington Ground Emergency Medical Transportation programs where she works with multiple EMS providers in completing Medicaid cost reports. For the State of Illinois, Ms. Narode has conducted independent rate studies on Community Care Programs. For the New York State Department of Health School Supportive Health Services Program, Ms. Narode serves as the project manager and assists in reviewing completed Medicaid cost reports to identify possible reporting errors and works closely with Local Education Agencies (LEAs) to ensure that finalized reports are completed accurately and in compliance with all reporting requirements. On behalf of the Wisconsin Department of Health Services, Ms. Narode works together with county-based health service providers to ensure the accuracy and completeness of annual Medicaid cost reports, including conducting trainings and completing comprehensive desk reviews on completed cost reports. In addition, Ms. Narode served as the project manager for the Wisconsin Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) rate setting project. Ms. Narode joined PCG with broad policy and healthcare experience including more than three years with the New York State Assembly Ways and Means Committee where she served as the Principal Health Budget Analyst. In her role with the New York State Assembly, Ms. Narode acquired extensive knowledge of the state budgeting process, health and public policy, working with data sets and completing research.

RELEVANT PROJECT EXPERIENCE

Collier County EMS BOCC, Fort Lauderdale Fire Rescue, Hallandale Beach Fire Rescue, Hollywood Fire Rescue, North Lauderdale Fire Rescue, Osceola County EMS, Pompano Beach Fire Rescue, and Polk County EMS, State of Florida

FL EMS Public Emergency Medical Transportation (PEMT) Program (January 2017 – Present): Team Lead and Project Support

Project: Prepare Medicaid cost reports on behalf of eight governmental EMS providers. Obtain data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Ms. Narode: Reviews completed reports for accuracy and reasonability to determine Medicaid allowable costs. Facilitates ongoing support between the EMS providers and the State of Florida's Agency for Health Care Administration (ACHA).

Benton County Fire Protection District #2, Benton County Fire Protection District #4, Grant County First District #8, Kittitas Valley Fire Rescue, State of Washington

WA EMS Ground Emergency Medical Transportation (GEMT) Program (February 2018 – June 2018): Team Lead and Project Support

Project: Prepare Medicaid cost reports on behalf of four governmental EMS providers. Obtain data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Ms. Narode: Reviews completed reports for accuracy and reasonability to determine Medicaid allowable costs. Facilitates ongoing support between the EMS providers and the Washington State Health Care Authority (HCA).

Department on Aging, State of Illinois

Rate Study for the Community Care Program (January 2018 – Present): Team Lead

Project: Conducting independent rate studies on four Community Care Programs as part of complying with the renewal of their Medicaid Home and Community-Based Services (HCBS) waiver program including Emergency Home Response Services (EHRS), Adult Day, Adult Day Transportation, and In-Home Care Services.

Ms. Narode: Lead team in reviewing how In-Home Care and EHRS services are currently administered, determined if the current rates are adequate, efficient, cost effective, and allow for services to be delivered by an array of providers. In addition, Ms. Narode compared current rates to other state's rates and to rates paid by other public or private payors for services and provided recommendations to change current reimbursement rates as appropriate.

Department of Health, State of New York

School Supportive Health Services Program (SSHSP) (May 2015 – Present): Project Manager

Project: Implemented a cost-based reimbursement methodology for the school-based health services program known as SSHSP. Conducted financial trainings to assist the Local Education Agencies (LEAs) in completing an annual cost report. Provided support to school districts and counties in the completion of the fiscal year 2014 and 2015 Medicaid cost reports to identify the Medicaid allowable and non-allowable costs for school-based health services.

Ms. Narode: Reviews completed reports for accuracy and reasonability. Provides support to LEAs throughout the preparation and review of cost reports. Conducts in person and WebEx trainings to LEAs on how to complete cost reports.

Department of Health Services, State of Wisconsin

Wisconsin Medicaid Cost Reporting (WIMCR) (May 2015 – Present): WIMCR Support

Project: Collaborated with Wisconsin DHS to implement a WIMCR reporting methodology which consolidates twelve Medicaid reimbursable programs into a single web based financial report. Supported county-based providers in cost report completion within a web-based cost reporting tool. Drafted State Plan Amendment (SPA) language and supported the state in obtaining CMS program approval.

Ms. Narode: Developed guidance documents for counties to aid in the completion of WIMCR reports. Provided support to DHS in ongoing State Plan Amendment (SPA) discussions with the federal Centers for Medicare and Medicaid Services (CMS). Works closely with county providers to assist in annual Medicaid cost report completion, including conducting in person trainings.

Department of Health, State of New York

1115 Medicaid Waiver Compliance (January 2016 – Present): Project Support

Project: Assist the Department of Health in calculating final Medicaid payments under the 1115 Waiver to ensure that programs saved the federal government Medicaid dollars under the waiver program. Obtain data from the Department to calculate final payments. Provide support to the Department during CMS discussions.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Department of Health Services, State of Wisconsin

Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) Rate Setting (October 2015 – July 2017): Project Manager

Project: Public Consulting Group (PCG) has been charged with transitioning the FQHC reasonable cost reimbursement system (alternative payment methodology) to a prospective payment system (PPS) reimbursement methodology for non-tribal FQHCs. To date, PCG has developed rates for non-tribal FQHCs and developed scope change policy. Additionally, PCG determined which individual PPS rate reimbursement policy considerations would be the best fit for the Department and presented recommendations to FQHC stakeholders. Lastly, PCG also analyzed multiple years of claims data to determine shifts in services and intensity and developed data profiles of each FQHC with future, current and historical cost information.

Ms. Narode: Completed site visits of all non-tribal FQHCs in Wisconsin to discuss their organization, address their concerns and review compiled data. Conducted and presented extensive research relating to policy options, national best practices and state and federal requirements. Provided policy recommendations to the Department of Health Services and worked collaboratively to establish a policy direction. Created an enhanced cost report for FQHCs to complete to establish new PPS rates. Reviewed cost reports and completed desk reviews for accuracy, completeness and to mitigate audit risk.

Department of Health Care Policy and Financing, State of Colorado

Pay for Performance Application Review (July 2016 – Present): Project Analysis and Support

Project: PCG was contracted to review, evaluate and validate Pay-For-Performance (P4P) applications and supporting documentation submitted by Colorado nursing facilities to determine whether each facility is eligible for additional reimbursement. The P4P application provides evidence of the facility's performance in establishing measures designed to improve quality of life and quality of care for residents and measures designed to improve facility management.

Ms. Narode: Reviews completed reports for accuracy and reasonability. Completed on-site visits of nursing facilities. Assisted in making changes and improvements to the P4P application and process for future years.

Department of Health and Human Services, State of Michigan

Lakeshore Regional Entity (LRE) Program Audit (September 2015 – November 2015): Project Reporting, Analysis and Support

Project: Partnered with Beacon Health Options to conduct a comprehensive review of the Lakeshore Regional Entity Prepaid Inpatient Health Plan (LRE PIHP), with a focus on managed care function review, risk management strategy review, and review of conflict of interest policies. The audit was completed over an eight-week period from Friday, September 11, 2015 to Friday, November 6, 2015.

Ms. Narode: Participated in meetings with a variety of stakeholders including LRE staff, board members, providers and patients. Drafted four bi-weekly status reports to familiarize the MDHHS Project Manager with the activities performed. Drafted several components of the final report including the conflict of interest subsection.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Department of Health, State of New York

Capital Restructuring Financing Program (CRFP) (June 2015 – September 2015): Application Review Team Lead

Project: Under the CRFP program, healthcare providers will be awarded up to \$1.2 billion over a seven-year period to support capital projects that increase access to health services. The grant program is run in coordination with the Delivery System Reform Incentives Payment Program (DSRIP).

Ms. Narode: Ms. Narode served as an application review team lead for the Capital Restructuring Financing Program (CRFP). In this role, Ms. Narode lead a team of Department of Health staff in reviewing CRFP funding applications; coordinated project timelines to ensure that all reviews are completed within the required timeframe; completed additional reviews of CRFP applications and compared completed application reviews for all team members to identify any discrepancies. Additionally, Ms. Narode lead team meetings to resolve inconsistencies in reviewer scores and develops summary reports for each reviewed CRFP application.

PROFESSIONAL BACKGROUND

Public Consulting Group, Albany, NY

May 2015 – Present

New York State Assembly, Albany, NY

January 2012 – May 2015

EDUCATION

State University of New York at Binghamton, Binghamton, NY
Master of Public Administration, Health Policy Concentration, 2010

State University of New York at Cortland, Cortland, NY
Bachelor of Science, Athletic Training, 2006

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

JOSEPH McMANUS

CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

Joseph McManus is a Consultant based in the Albany, New York office and will serve as the Team Lead on this engagement. Since joining PCG, Mr. McManus has supported several key initiatives. Mr. McManus is a team lead on the Florida Public Emergency Medical Transportation Program where he works with multiple EMS providers in completing Medicaid cost reports. For the State of Illinois, Mr. McManus has conducted independent rate studies on Community Care Programs. On behalf of the Wisconsin Department of Health Services, Mr. McManus works together with county-based health service providers to ensure the accuracy and completeness of annual Medicaid cost reports. In addition, Mr. McManus provided support on the Wisconsin Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) rate setting project. For the New York State Department of Health School Supportive Health Services Program, Mr. McManus reviews completed Medicaid cost reports to identify possible reporting errors and works closely with Local Education Agencies (LEAs) to ensure that finalized reports are completed accurately and in compliance with all reporting requirements. Mr. McManus joined PCG with broad policy and grant experience including two years with the Division of Homeland Security and Emergency Services (DHSES) where he served as Criminal Justice Program Representative. In his role with DHSES, Mr. McManus acquired experience with federal grants program management. Mr. McManus also spent nearly two years with the New York State Assembly Ways and Means Committee where he served as a Public Protection Budget Analyst. In his role with the New York State Assembly, Mr. McManus acquired extensive knowledge of the state budgeting process, public policy, working with data sets and completing research.

RELEVANT PROJECT EXPERIENCE

Broward Sheriffs Fire Rescue, Coral Springs Fire Department, Hamilton County, City of Hialeah Fire Department, Palm Beach County Fire Rescue, Sunrise Fire Rescue, City of Tamarac, City of West Palm Beach, State of Florida

Public Emergency Medical Transportation (PEMT) Program (March 2017 – Present): Team Lead and Data Support

Project: Prepare Medicaid cost reports on behalf of seven governmental EMS providers. Obtain data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers

Mr. McManus: Reviews completed reports for accuracy and reasonability to determine Medicaid allowable costs. Facilitates ongoing support between the EMS providers and the State of Florida's Agency for Health Care Administration (ACHA).

Cowlitz County Fire District #5, Grays Harbor Fire District #2, City of Hoquiam, Klickitat County Emergency Services District #1, Lewis County Fire District #2, Pacific County Fire District #1, Skamania, State of Washington

WA EMS Ground Emergency Medical Transportation (GEMT) Program (February 2018 – Present): Team Lead and Project Support

Project: Prepare Medicaid cost reports on behalf of four governmental EMS providers. Obtain data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Mr. McManus: Reviews completed reports for accuracy and reasonability to determine Medicaid allowable costs. Facilitates ongoing support between the EMS providers and the Washington State Health Care Authority (HCA).

Department on Aging, State of Illinois

Rate Study for the Community Care Program (January 2018 – Present): Project Support

Project: Conducting independent rate studies on four Community Care Programs as part of complying with the renewal of their Medicaid Home and Community-Based Services (HCBS) waiver program including Emergency Home Response Services (EHRS), Adult Day, Adult Day Transportation, and In-Home Care Services.

Mr. McManus: Supported team in reviewing how EHRS services are currently administered, determined if the current rates are adequate, efficient, cost effective, and allow for services to be delivered by an array of providers. In addition, Mr. McManus compared current rates to other state's rates and to rates paid by other public or private payors for services and provided recommendations to change current reimbursement rates as appropriate.

Department of Health Services, State of Wisconsin

Wisconsin Medicaid Cost Reporting (WIMCR) (March 2017 – Present): Team Lead

Project: Collaborated with Wisconsin DHS to implement a WIMCR reporting methodology which consolidates twelve Medicaid reimbursable programs into a single web based financial report. Supported county-based providers in cost report completion within a web-based cost reporting tool. Drafted State Plan Amendment (SPA) language and supported the state in obtaining CMS program approval.

Mr. McManus: Developed guidance documents for counties to aid in the completion of WIMCR reports. Worked closely with county providers to assist in annual Medicaid cost report completion, including conducting in person trainings.

Department of Health, State of New York

School Supportive Health Services Program (SSHSP) (March 2017 – Present): SSHSP Support

Project: Implemented a cost-based reimbursement methodology for the school-based health services program known as SSHSP. Conducted financial trainings to assist the Local Education Agencies (LEAs) in completing an annual cost report. Provided support to school districts and counties in the completion of the fiscal year 2016 and 2017 Medicaid cost reports to identify the Medicaid allowable and non-allowable costs for school-based health services.

Mr. McManus: Reviews completed reports for accuracy and reasonability. Provides support to LEAs throughout the preparation and review of cost reports. Conducts trainings for LEAs on how to complete cost reports.

Department of Health Services, State of Wisconsin

Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) Rate Setting (March 2017 – July 2017): FQHC Support

Project: Public Consulting Group (PCG) has been charged with transitioning the FQHC reasonable cost reimbursement system (alternative payment methodology) to a prospective payment system (PPS) reimbursement methodology for non-tribal FQHCs. To date, PCG has developed rates for non-tribal FQHCs and developed scope change policy. Additionally, PCG determined which individual PPS rate reimbursement policy considerations would be the best fit for the Department and presented recommendations to FQHC stakeholders. Lastly, PCG also analyzed multiple years of claims data to

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

determine shifts in services and intensity and developed data profiles of each FQHC with future, current and historical cost information.

Mr. McManus: Assisted in research for PCG's proposed Scope Change process for FQHCs moving forward.

PROFESSIONAL BACKGROUND

Public Consulting Group, Albany, NY

March 2017 – Present

NYS Division of Homeland Security and Emergency Services, Albany, NY August 2014 – March 2017

New York State Assembly, Albany, NY

September 2011 – August 2014

EDUCATION

State University of New York at Albany, Albany, NY

Master of Criminal Justice, 2011

State University of New York at Geneseo, Geneseo, NY

Bachelor of Arts, Political Science, 2007

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

TRICIA ALTUM
LEAD BUSINESS OPERATIONS ANALYST AT PUBLIC CONSULTING GROUP, INC.

Ms. Altum will serve as the Data Lead on this engagement. In her career, Ms. Altum has developed and refined processes, visualizations, models and tools for calculations central to projects across the Health practice area. In addition to her work on specific calculations, she has supported business operations on the project or product line level by implementing file management, QC and documentation standards and developing and training project teams on templates and tools for data transformation, reporting and QC.

Recently, Ms. Altum stood up and now leads the Data Management and Operations Team (DMOT) at PCG. The purpose of the DMOT is to provide operational support tasks and data management under a centralized team of data professionals for a broad portfolio of projects. Currently the DMOT supports cost reporting activities in the emergency medical services and school-based health services product lines for ten states.

She also has extensive experience in projects dealing with Medicaid upper payment limits (especially for physician services and ambulance services), behavioral health rate setting, DSH calculations and Medicaid and Medicare hospital cost reporting, and fiscal impact of rate or methodology changes for a variety of Medicaid and other state-funded programs. She has championed and evangelized the use of data visualization tools for internal analyses and client reporting.

RELEVANT PROJECT EXPERIENCE

Multiple Clients in the States of Texas, Florida, Washington, Oregon, Missouri and Oklahoma

EMS Cost Reporting (December 2016 to Present): Lead Operations Analyst

Projects: Worked with local fire and EMS providers and state agencies in completing cost reports to determine supplemental payments up to the cost of providing ambulance services. Contracted with individual EMS providers to assist in completing the cost report

Ms. Altum: Leads a team of operations support staff who process and categorize provider data into approved state templates, generate both Excel and Tableau cost reports, communicate with consulting staff and track cost report completion. Created and continues to develop tools used in these operations, including centralized processing of billing data, Tableau visualizations of cost report data and automated categorization of data. Worked with development staff to create centralized SQL database of EMS cost reporting data. Created and delivered trainings for team members and clients on program specifics, tools and cost report completion.

Additional States: Worked with the Massachusetts EMS team to develop Tableau visualizations for statewide cost reporting data.

Multiple Clients in the States of Kansas, Wisconsin, Arizona, Georgia and Colorado

School Based Services Cost Reporting (August 2016 to Present): Lead Operations Analyst

Projects: Assisted local school districts in multiple states in completing cost reports to determine supplemental payments up to the cost of providing services. Provided and maintained a website for cost reporting submissions and provided desk review, technical support and training, and reporting services to the states and to local districts.

Ms. Altum: Leads a team of operations support staff who field provider communications, perform desk and monitoring reviews, and generate cost settlement documents for annual cost reports. Worked to bring together Education and Health Practice Area development teams to set up a direct connection to cost reporting data. Developed and supported Tableau-based visualizations for internal analyses and client reporting.

Additional States: Worked with North Carolina SBS Staff to develop automate tools for completion and validation of cost reports.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Department of Assistive and Rehabilitative Services, State of Texas

Comprehensive Rehabilitation Services (CRS) Program Redesign (April 2014 – June 2016): Operations Analyst

Project: Directed an effort to assist the agency in redesigning and implementing service arrays for the traumatic brain injury and spinal cord injury programs including the development and implementation of a rate setting methodology and contracting approach.

Ms. Altum: Carried out an initial utilization review applying a graphical analysis of utilization patterns to help develop expectations for a new tiered rate system. Created and demonstrated a model for adjusting current rates by provider type using Bureau of Labor statistics data and Relative Value Units. Prepared a report on the feasibility of Utilization Review mechanisms for the DARS program, including an initial Utilization Review

Department of Health Services, State of Arkansas

Rate Setting Effort (September 13 – August 2014): Operations Analyst

Project: Working as a subcontractor to HSAG, assisted the AR DHS in consolidating 4 mental health programs with disparate fee schedules into a single unified fee structure based on a survey of peer states, including financial and impact modelling and modeling various state-specific adjustments.

Ms. Altum: Review, coordinated and consolidated fee schedules; Developed financial impact and rate setting models, including state specific adjustments; Wrote the report and delivered recommendations, including visual data analysis presentations using Tableau.

Department of Mental Health, District of Columbia

Rate Analysis Survey (February 2012 – February 2013): Operations Analyst

Project: Conducted a cost survey, performed in-depth analysis, reported all findings, and made rate-setting suggestions for DC DMH.

Ms. Altum: Served as point of contact for survey respondents. Performed data analysis and modeling of rates based on survey results.

Department of Health Services, State of Wisconsin

Department of Medical Assistance, State of North Carolina

Physician Upper Payment Limit (December 2012 – Present): Operations Analyst/Senior Operations Analyst

Projects: Administered revenue maximization to the upper payment limit for physician practice plans. Performed Average Commercial Rate calculations, processed quarterly supplemental payments and annual reconciliations, and provided audit support.

Ms. Altum: Researched and contributed to the development of new calculation methodologies to maximize revenues and improve accuracy and defensibility. Contributed to the development of new databases incorporating improved methodologies. Performed annual ACR calculations, quarterly calculation and annual reconciliations. Developed QC processes and report formats. Updated documentation and file management.

PROFESSIONAL BACKGROUND

Program of Academic Exchange, Port Chester, NY

August 2009 – August 2010

EDUCATION

Middlebury College, Middlebury, VT

Bachelor of Arts in Chinese Literature and Language, 2005

CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS

- Microsoft Office Suite (Word, Access, Excel, PowerPoint, Outlook)
- Tableau Visual Analytics

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

LUKE TAFFURI
BUSINESS ANALYST AT PUBLIC CONSULTING GROUP, INC.

Luke Taffuri, a Business Analyst in our Austin, Texas office, is engaged in numerous projects throughout the country that support EMS providers in revenue maximization, cost reporting, and analytics. Mr. Taffuri supports providers through multiple states including Texas, Florida, and Washington in the cost report compilation and data analysis. Mr. Taffuri will serve as Support Staff on this engagement.

RELEVANT PROJECT EXPERIENCE

Florida EMS Providers, State of Florida

Florida EMS PEMT Program (July 2017 – Present): Cost Report Compilation and Data Analysis

Project: Work with fire departments and ambulance providers to design, gain approval for, and implement the Public Emergency Medical Transportation (PEMT) Program, a federally approved program that provides additional reimbursement for governmental providers that serve Medicaid and Uninsured patients.

Mr. Taffuri: Manage client interactions and data collection. Prepare the annual cost reports, data analysis, and provide comprehensive support throughout the State's desk reviews.

Texas EMS Providers, State of Texas

Texas EMS ASPP Program (October 2017 – Present): Cost Report Compilation and Data Analysis

Project: Work with fire departments and ambulance providers to design, gain approval for, and implement the Ambulance Supplemental Payment Program (ASPP), a federally approved program that provides additional reimbursement for governmental providers that serve Medicaid and Uninsured patients.

Mr. Taffuri: Compile detailed documents to conduct data analysis and generate intuitive visualizations. Manage the preparation of annual cost reports and provide comprehensive support throughout the State's desk reviews.

Washington EMS Providers, State of Washington

Washington EMS Supplemental Payment Program (January 2018 – Present): Cost Report Compilation and Data Analysis

Project: Work with fire departments and ambulance providers to design, gain approval for, and implement the EMS Supplemental Payment Program, a federally approved program that provides additional reimbursement for governmental providers that serve Medicaid and Uninsured patients.

Mr. Taffuri: Manage client interactions and data collection. Prepare the annual cost reports, data analysis, and provide comprehensive support throughout the State's desk reviews.

PROFESSIONAL BACKGROUND

Public Consulting Group, Austin, TX

July 2017 – Present

EDUCATION

University of San Diego, San Diego, CA

Bachelor of Accountancy, Bachelor of Finance, 2017

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

COOPER LEVINE
BUSINESS ANALYST AT PUBLIC CONSULTING GROUP, INC.

Cooper Levine is a Business Analyst based in the Albany, New York office and will serve as Support Staff on this engagement. Since joining PCG, Mr. Levine has supported several key initiatives. Mr. Levine serves as a team lead and data support analyst on the Florida Public Emergency Medical Transportation Program project where he works with various data from clients and ensures all data is reported accurately to each client's cost report. For the New York State Department of Health School Supportive Health Services Program, Mr. Levine reviews completed Medicaid cost reports to identify possible reporting errors and works closely with Local Education Agencies (LEAs) to ensure that finalized reports are completed accurately and in compliance with all reporting requirements. For the State of Illinois, Mr. Levine has conducted independent rate studies on Community Care Programs for Home and Community-Based Services (HCBS) services. On behalf of the Wisconsin Department of Health Services, Mr. Levine works with county-based health service providers to ensure the accuracy and completeness of annual Medicaid cost reports. For the New York State Department of Financial Services, Mr. Levine processed Medical Indemnity Fund (MIF) claims and performed outreach to providers to ensure funds were accurately disbursed. Mr. Levine joined PCG after acquiring his bachelor's degree in Health Care Management from Ithaca College. In addition, Mr. Levine worked as a DSRIP program intern at SUNY Upstate Medical University where he acquired Medicaid specific data entry and analysis experience.

RELEVANT PROJECT EXPERIENCE

City of Oakland Park Fire Rescue Department, Key West Fire Department and Riviera Beach Fire Rescue Department, State of Florida

FL EMS Public Emergency Medical Transportation (PEMT) Program (July 2017 – Present): Team Lead and Project Support

Project: Prepare Medicaid cost reports on behalf of three governmental EMS providers. Obtain data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Mr. Levine: Reviews completed reports for accuracy and reasonability to determine Medicaid allowable costs. Facilitates ongoing support between the EMS providers and the State of Florida's Agency for Health Care Administration (ACHA).

Department of Health, State of New York

School Supportive Health Services Program (SSHSP) (July 2017 – Present): SSHSP Support

Project: Implemented a cost-based reimbursement methodology for the school-based health services program known as SSHSP. Conducted financial trainings to assist the Local Education Agencies (LEAs) in completing an annual cost report. Provided support to school districts and counties in the completion of the fiscal year 2016-17 Medicaid cost report to identify the Medicaid allowable and non-allowable costs for school-based health services.

Mr. Levine: Reviews completed reports for accuracy and reasonability. Provides support to LEAs throughout the preparation and review of cost reports. Conducts WebEx trainings to LEAs on how to complete cost reports.

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Department on Aging, State of Illinois

Rate Study for the Community Care Program (January 2018 – Present): Project Support

Project: Conducting independent rate studies on four Community Care Programs as part of complying with the renewal of their Medicaid Home and Community-Based Services (HCBS) waiver program including Emergency Home Response Services (EHRS), Adult Day, Adult Day Transportation, and In-Home Care Services.

Mr. Levine: Supported team in reviewing how In-Home and EHRS services are currently administered, determined if the current rates are adequate, efficient, cost effective, and allow for services to be delivered by an array of providers. In addition, Mr. Levine compared current rates to other state's rates and to rates paid by other public or private payors for services and provided recommendations to change current reimbursement rates as appropriate.

Department of Health Services, State of Wisconsin

Wisconsin Medicaid Cost Reporting (WIMCR) (July 2017 – Present): WIMCR Support

Project: Collaborated with Wisconsin DHS to implement a WIMCR reporting methodology which consolidates twelve Medicaid reimbursable programs into a single web based financial report. Supported county-based providers in cost report completion within a web-based cost reporting tool. Drafted State Plan Amendment (SPA) language and supported the state in obtaining CMS program approval.

Mr. Levine: Assisted in the development in guidance documents for counties to aid in the completion of WIMCR reports. Worked closely with county providers to assist in annual Medicaid cost report completion.

Department of Health Care Policy and Financing, State of Colorado

Pay for Performance Application Review (March 2018 – Present): Project Analysis and Support

Project: PCG was contracted to review, evaluate and validate Pay-For-Performance (P4P) applications and supporting documentation submitted by Colorado nursing facilities to determine whether each facility is eligible for additional reimbursement. The P4P application provides evidence of the facility's performance in establishing measures designed to improve quality of life and quality of care for residents and measures designed to improve facility management.

Mr. Levine: Reviews completed reports for accuracy and reasonability. Assisted in making changes and improvements to the P4P application and process for future years.

Benton County Fire Protection District #2, Benton County Fire Protection District #4, City of Lynnwood Fire Department, Grant County First District #8, Kittitas Valley Fire Rescue, Snohomish County Fire District #7 and South Snohomish County Fire & Rescue, State of Washington

WA EMS Ground Emergency Medical Transportation (GEMT) Program (February 2018 – August 2018): Project Support

Project: Prepare Medicaid cost reports on behalf of seven governmental EMS providers. Obtain data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Mr. Levine: Reviewed completed reports for accuracy and reasonability to determine Medicaid allowable costs. Facilitated ongoing support between the EMS providers and the Washington State Health Care Authority (HCA).

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

Department of Financial Services, State of New York

The New York State Medical Indemnity Fund (MIF) (November 2017 – January 2018)

Project: Oversee the MIF enrollment process and provide technical and case management support to enrollees and families. Processes claims on behalf of provider participating in the NY MIF, additionally serving as the Third-Party Administrator for the MIF.

Mr. Levine: Supported the MIF claims processing efforts. Reviewed submitted claims for accuracy and completeness and processed claims that met specific criteria. Performed outreach calls to MIF providers requesting supporting documentation required to process claims and disburse funding.

PROFESSIONAL BACKGROUND

Public Consulting Group, Albany, NY

July 2017 – Present

EDUCATION

Ithaca College, Ithaca, NY

Bachelor of Science, Health Care Management, 2017

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

3.3.3 A description of the role of each staff member who will be responsible for handling and monitoring the Contract.

James Dachos, Associate Manager

Mr. Dachos has worked with EMS and Medicaid reimbursement for 13 years. He worked in Florida with the PEMT program as Program Manager since the start of the program in 2016. Within Florida he manages 48 contracts with departments across Florida to consult on program design, implementation, cost reporting, and compliance for PEMT. Other EMS reimbursement related work includes Texas Health and Human Services Commission, where he worked to develop the very first EMS supplemental reimbursement program in the country, and oversees cost reporting operation for over 45 EMS providers in the state; the Oklahoman Ambulance Association (OKAMA), EMS Cost Recovery Program, where he designed and administered the most appropriate, effective EMS Cost Recovery Program for providers across the state. In addition, he manages our cost recovery work in Washington, which spans over 65 clients, and oversaw their successful implementation of the program in 2018. For this project Mr. Dachos will serve as the Engagement Manager overseeing the PEMT program in Palm Beach County.

Allissa Narode, Senior Consultant

Ms. Narode has worked with EMS and Medicaid reimbursement for over four years. She has worked in Florida on the PEMT program since 2017. She has worked as a Team Lead where she prepared the Medicaid cost report on the behalf of numerous providers. Ms. Narode is now transitioning to the role of Project Manager for Florida EMS where she will manage the development, design, implementation, cost reporting, and ongoing administration of the PEMT program in Florida. Ms. Narode will be the Project Manager for Palm Beach County's PEMT program, utilizing her prior experience working with AHCA and the PEMT program to maximize Palm Beach County's reimbursement opportunity.

Joe McManus, Consultant

Mr. McManus has worked with EMS and Medicaid reimbursement for over two years. He has worked in Florida as a Team Lead since 2017. Mr. McManus works with multiple providers, including Palm Beach

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

County last year, to prepare the annual cost reports, performs data analysis, and provide comprehensive support throughout the State's desk reviews. Mr. McManus will serve as the Team Lead on this engagement, he will utilize his prior experience with completing PEMT cost reports, to compile data and complete the cost report for Palm Beach County.

Trish Altum, Lead Business Operations Analyst

Ms. Altum has worked with Medicaid and EMS reimbursement for over seven years. Currently, she, develops and supports Tableau-based visualization for internal analysis and cost reporting for Texas, Florida, Massachusetts EMS Cost Reporting. As well delivers training to staff in using Tableau-based analytic tools and developing ad hoc visualizations. In addition, she works with individual EMS providers to assist in the completion of cost reports, supports team members through data processing/file transformation, project management, planning, organization, and general data analysis. Ms. Altum will serve as the Data Lead on this project. Providing Palm Beach County with year over year analyses and state-wide data comparisons.

Luke Taffuri, Business Analyst

Mr. Taffuri has worked with EMS reimbursement and the PEMT program for two years. He works in Florida with fire departments and ambulance providers to assist in the preparation of the annual cost reports, perform data analysis, and provide comprehensive support throughout the State's desk reviews. Mr. Taffuri will utilize his prior experience working on the PEMT Program and serve as Support Staff to assist the Team Lead to compile data and complete the cost report for Palm Beach County.

Cooper Levine, Business Analyst

Mr. Levine has worked with EMS reimbursement and the PEMT program for two years. He works in Florida with fire departments and ambulance providers to assist in the preparation of the annual cost reports, perform data analysis, and provide comprehensive support throughout the State's desk reviews. Mr. Levine

June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

will utilize his prior experience working on the PEMT Program to serve as Support Staff to assist the Team Lead to compile data and complete the cost report for Palm Beach County.

3.3.4 Identification of projects of similar nature in which each staff member has been involved.

Proposed Project Team's EMS Experience

The proposed project team has unmatched knowledge and understanding of the FL PEMT Program. Each member included on this engagement has multiple years of experience working with FL EMS providers. PCG's focus on EMS reimbursement programs spans beyond the State of Florida, with project team members having experience in Oklahoma, Texas, and Washington. Our project team will provide Palm Beach County the highest quality cost report preparation and cost settlement support services possible.

Please see *Figure 3.3.4* below for a list of the proposed project team's EMS cost reporting experience in Florida and other states.





| EMS Cost Reporting Experience | | | | |
|-------------------------------|---|---|--|---|
| |  |  |  |  |
| | Florida | Washington | Texas | Oklahoma |
| James Dachos | ✓ | ✓ | ✓ | ✓ |
| Alissa Narode | ✓ | ✓ | | |
| Joseph McManus | ✓ | ✓ | | |
| Trish Altum | ✓ | ✓ | ✓ | ✓ |
| Luke Taffuri | ✓ | ✓ | ✓ | |
| Cooper Levine | ✓ | ✓ | | |

Figure 3.3.4: Every member of PCG's project team has Florida EMS cost reporting experience.

4. Business Location / Local Preference



June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

SECTION 3.4: Business Location/Local Preference

3.4 Proposer shall submit at the time of proposal submission the attached "Certification of Business Location" (Appendix D) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal.

Public Consulting Group, Inc. (PCG) acknowledges this section as a requirement of the RFP. PCG will not submit a completed Appendix D as our firm does not meet the requirements set forth in the "Certification of Business Location" form.

5. Commercial Non-Discrimination



June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

SECTION 3.5: Commercial Non-Discrimination

3.5 As a condition of submitting a proposal to the County, the proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution 2017-1770 as amended.

Public Consulting Group, Inc. (PCG) has indicated our agreement to Palm Beach County's Non-Discrimination Policy by checking the box provided on the Price Proposal Information-Appendix A of our response.

6. Financial / Business Stability



Section 6

Financial / Business Stability

Marked Confidential

REMOVED

**After legal review, determined to be exempt from disclosure under Florida's Public Records
Laws.**

7. Price Proposal Information – Appendix A



**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 19-020/SS**

Page 1 of 2

The following pricing is submitted as the all-inclusive pricing to provide the Fire Rescue Department with services relating to the of revenues received as a result of the Florida Certified Public Expenditure Program for Emergency Medical Transportation Program (PEMT) in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

CONTRACTOR agrees to provide the services detailed in Section 4, Scope of Work/Services, on a contingency fee basis based on payments received by the County under the PEMT Program for ACHA cost reports completed by Contractor.

RATE 6.00 % of revenues received under the PEMT Program

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.
- e. **Commercial Non-Discrimination Certification: Check the box(es), as applicable, as required by Section 3.5 COMMERCIAL NON-DISCRIMINATION :**

Proposer hereby certifies that the information in Section 3.5 is true and correct to the best of the Proposer's knowledge.

Proposer has attached to its proposal any legal/administrative proceeding information.

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 19-020/SS**

Page 2 of 2

OR

Proposer certifies that there are no legal/administrative proceedings required to be disclosed.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Marc Staublely

TITLE: Health Practice Area Director

COMPANY: Public Consulting Group, Inc.

ADDRESS: 816 Congress Ave, Suite 1110

CITY/STATE/ZIP: Austin, TX 78701

TELEPHONE NO. (512) 407-9680, ext. 4662

SIGNATURE: 

8. Business Information – Appendix B



**APPENDIX B
BUSINESS INFORMATION
RFP NO. 19-020/SS**

Full Legal Name of Entity: Public Consulting Group, Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 816 Congress Ave, Suite 1110, Austin, TX 78701

Telephone Number: (512) 407-9680 Fax Number: (512) 407-9249

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: 04-2942913

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes No

If yes to the above, as of what date? 06/11/1993

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Marc Steubley

TITLE: Health Practice Area Director

COMPANY: Public Consulting Group, Inc.

9. Amendments to the RFP



AMENDMENT NO. 1

DATED: June 10, 2018

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 19-020/SS

**Title: Florida Certified Public Expenditure Program for Emergency
Medical Transportation (PEMT)**

Request for Proposal Due Date: June 18, 2019

This Amendment is issued to provide additional information and clarification to the RFP document:

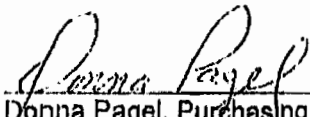
A. Questions received from Public Consulting Group and Fire-Rescue's responses:

- Q.1. True/False: The vendor is expected to prepare annual cost reports on behalf of the County to obtain federal reimbursement?
- A.1. **True.** Section 4, Scope of Services 4.5, Attachment B is the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report. The fillable form is provided as a separate attachment on the Purchasing Department's website: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>
- Q.2. True/False: The vendor is expected to utilize a web-based system to conduct comprehensive pre-cost report submission compliance reviews?
- A.2. **Neither True nor False.** The vendor just needs to provide the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report, filled out as required by ACHA so the County receives its full revenue potential.
- Q.3. True/False: The vendor is expected to assist the County with a pre-payment and post-payment state compliance review process?
- A.3. **True.** The County does expect the vendor to assist the County with the pre-payment and post-payment, State compliance review process. Section 4, Scope of Work, 4.12 and 4.13 applies.
- Q.4. True/False: The vendor is expected to provide support to the County in the event of a federal audit to justify and demonstrate reasonableness of Medicaid reimbursement?
- A.4. **True.** The County expects support at any audit level, Federal and/or State, on any AHCA or Centers for Medicare and Medicaid Services (CMS). Section 4, Scope of Work, 4.12 applies.
- Q.5. True/False: The County is seeking to partner with a vendor who can demonstrate Medicaid related experience in the state of Florida?

- A.5. True. The County is seeking a vendor that is familiar with the PEMT Program in the State of Florida. Section 4, Scope 4.3 and 4.4 applies.
- Q.6 True/False: The County is seeking to partner with a vendor who has experience compiling cost reports on behalf of EMS providers?
- A.6. True. The County is seeking a vendor who has experience compiling the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report. Section 4, Scope 4.3, 4.4, 4.5, 4.6 and 4.7 apply.
- Q.7. True/False: The County is seeking to partner with a vendor who offers a proven web-based EMS cost reporting solution?
- A.7. Neither True nor False. The vendor just needs to provide the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report filled out as required by ACHA so the County receives its full revenue potential.
- Q.8. Is the vendor expected to have worked with the Florida Fire Chiefs Association (FFCA) and the Agency for Health Care Administration (AHCA) in the development and continued implementation of the Florida Managed Care reimbursement program?
- A.8. The County prefers that the vendor has worked with FFCA, but it is mandatory that the vendor has worked with AHCA and needs to provide the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report filled out, as required by ACHA, so the County receives its full revenue potential.

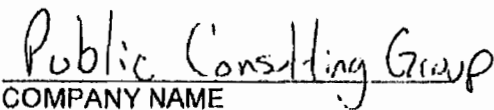
All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 19-020/SS and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.



Donna Pagel, Purchasing Manager

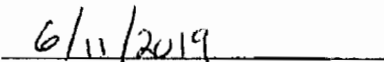
ACKNOWLEDGMENT:



COMPANY NAME



SIGNATURE



DATE

10. Additional Information



June 18, 2019

Palm Beach County
Florida Certified Public Expenditure Program
for Emergency Medical Transportation (PEMT)
RFP #19-020/SS

SECTION 3.10: Additional Information

3.10 Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Public Consulting Group, Inc. (PCG) does not have any additional information to be considered.

EXHIBIT C
PALM BEACH COUNTY INTENT TO AWARD AND MINUTES
19-020

SANDY

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
08/20/2019

| Contractor(s) | Project | Contract Amount S/M/WBE Dollar Amount/Percentage of Participation | Department(s) or Division(s) Accounting Line(s) | Executor | Minutes # |
|--|---|--|---|----------|-----------|
| <u>EXHIBIT U</u> Public Consulting Group, Inc. | New term contract for Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) for the period 08/20/2019 through 08/18/2022 per Master Agreement #19020. | \$10,000,000.00 Estimated Revenue \$ 800,000.00 Estimated Fee S/M/WBE: \$0 | Fire Rescue Department 1300-440-4208-3401 | Scarlett | |

The County has expended or encumbered \$214,673 (\$17,889/month) during the previous term contract. This revenue generating contract is anticipated to generate \$10,000,000 during this thirty-six (36) month term. Of this amount, Public Consulting Group, Inc. will be paid six percent (6%) of the gross revenue received, which is estimated to be a total of \$600,000. This term contract has one (1) twenty-four (24) month renewal option. Awardee is located out of State. This item was reviewed by the OEBO and a Waiver of API Requirements was approved.

TOTAL AMOUNT OF ALL AWARDS \$18,887,000.88

NOTICE OF INTENT TO AWARD

Form K-1

| | |
|-------------------|---|
| RFP #: 19-020/SS | TITLE: Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) |
| BUYER: Sandy Shea | |

| ACTION | DATE | INITIALS | ACTION | DATE | INITIALS |
|---|-----------|-----------|---|---------|-----------|
| RFP OPENED | 5/21/2019 | <i>SS</i> | AWARD RECOMMENDATION POSTED IN PURCHASING | 7-15-19 | <i>SS</i> |
| POSTING APPROVED | 7/16/19 | <i>SS</i> | POSTING REMOVED | 7-23-19 | <i>SS</i> |
| COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET | 7/15/2019 | <i>SS</i> | COPY TO OSBA AND DEPARTMENT | 7-23-19 | <i>SS</i> |

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

PREFERENCE CODES:

- (1) RECOMMENDED AWARD - HIGHEST RANKED RESPONSIVE AND RESPONSIBLE PROPOSER(S)
- (2) RESPONSIVE AND RESPONSIBLE TO RFP, BUT NOT HIGHEST RANKED PROPOSER
- (3) NOT RESPONSIVE AND/OR RESPONSIBLE TO RFP
- (4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENTS FUNDING LIMITS

"S/M/WBE" = OEBO Waiver of API applies
 "BL/LP" = Business Location/Local Preference (5%)

| Name of Proposer | Location | IF PREFERENCE NOTE: "BL/LP" | RANK | AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE) |
|--|------------|-----------------------------|------|---|
| Public Consulting Group, Inc. | Boston, MA | N/A | 1 | (1) |
| Change Healthcare Technology Enabled Services, LLC | Doral, FL | N/A | 2 | (2) |

NOTE: This Award and execution of a Contract is contingent upon successful negotiations and BCC approval. This Notice of Intent to Award is hereby posted this date in fulfillment of Palm Beach County Code as codified in Chapter 2, Article III. A contract must be completed and executed by the successful proposer and the County and, when appropriate, by the Board of County Commissioners before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by the County the County may elect to cancel the Recommended Award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the County has determined to cancel the procurement in its entirety.

* Tiebreakers, if required, are applied in the following order: 1) Drug Free Workplace Certification; 2) Total Score

Posting Period: 07/16/19-07/22/19

PUR 19 JUL 23 AM 9:52



Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Mark Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

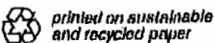
Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



DATE: July 12, 2019
TO: Proposers to RFP*
FROM: Sandy Shea
Senior Buyer *Sandy*
RE: RFP No. 19-020/SS, Florida Certified Public Expenditure
Program for Emergency Medical Transportation (PEMT)
- Award Recommendation

The Selection Committee for the above-referenced RFP has voted to recommend award to:

Public Consulting Group, Inc. - Boston, MA

The Notice of Intent to Award this RFP has been posted. For your convenience, you can view the posting on the Palm Beach County website <http://www.pbcgov.com/purchasing>. This recommendation is not final until approved by the Board of County Commissioners or their designee.

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance", i.e. "Cone of Silence" is still in effect until award of a contract by the Board of County Commissioners. During this time, a proposer or anyone representing the proposer is prohibited from communicating verbally with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its proposal. Under the Ordinance, written communication is permissible.

If you have any questions, you may contact me at (561) 616-6808 or by e-mail at: sshea@pbcgov.org. Thank you for your interest in the above referenced project and in doing business with Palm Beach County.

*Proposers to RFP:
Public Consulting Group, Inc.

E-mail Address

mstaubley@pcgus.com

Change Healthcare Technology Enabled Services, LLC

Mauricio.chavez@changehealthcare.com

SS

cc: Mike Martz, Director, Finance and Planning, Fire Rescue
Donna Pagel, Purchasing Manager
File

H:\WordData\CONTRACTS\RFP\RFP 19-020 PEMT\AWARD\Memo_Award.docx

EXHIBIT D
CONTRACT No.
19-020

R2019.1068

CONTRACT

**FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR
EMERGENCY MEDICAL TRANSPORTATION (PEMT)
(Contract No. 19-020/SS)**

This Contract No. 19-020/SS is made as of this _____ day of AUG 20 2019, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Public Consulting Group, Inc., 816 Congress Avenue, Suite 1110, Austin, TX 78701, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to assist the Fire Rescue Department comply with the Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) program requirements in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated June 18, 2019, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Reginald K. Duren, Fire Rescue Administrator, telephone number (561) 616-7001 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Marc Stauble, Health Practice Area Director, telephone number (512) 407-9680.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. 19-020/SS and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated June 18, 2019; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on August 20, 2019, and complete all services by August 19, 2022, with one (1) two (2) year option for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed 6% of revenues received as a result of the Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment. The CONTRACTOR will bill the COUNTY on an "as needed basis" when PEMT Program payments are received by the COUNTY.
- B. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONTRACTOR's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.
- D. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use sub-consultants, CONTRACTOR must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - PERFORMANCE BOND

The CONTRACTOR shall furnish, to the COUNTY, a Performance Bond or Clean Irrevocable Letter of Credit (Letter of Credit) in the amount of Five Hundred Thousand Dollars and no cents (\$500,000), prior to commencement of work, and shall keep the same in full force and effect during the entire term of this Contract.

The CONTRACTOR shall furnish a Performance Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract, resulting from the award of RFP No. 19-020/SS and for the payment of all costs incurred by the COUNTY to obtain a replacement contract, in the event the CONTRACTOR fails to perform as required under the Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONTRACTOR's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental, and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County Fire Rescue Department or the COUNTY's staff. In addition, the Performance Bond shall fully comply with the COUNTY's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract RFP No. 19-020/SS, and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity, as issued by the United States Department of Treasury under 31.U.S.C., sections 9304 through 9308. The CONTRACTOR shall verify with the COUNTY, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed Bond prior to the COUNTY's approval of Contract.

A cashier's check or Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of a Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the RFP and PPM #CW-F-055, the latter shall control.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 7 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 8 - TERMINATION

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 -- 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR

acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 11 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 12 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

CONTRACTOR shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY'S contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

Failure to comply with this Article 12 is a material breach of this Contract.

ARTICLE 13 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 14 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 15 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sandy Shea.

The CONTRACTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible

exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the terms of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Purchasing Department
50 South Military Trall, Suite 110
West Palm Beach, FL 33415

- G. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 16 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 19 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 20 – PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health

emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 21 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the

CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract,

including, but not limited to, subcontractor payment records, for four (4) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the four (4) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (I) provides a service; and (II) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 26 – NON-DISCRIMINATION

A. Employer Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that

have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 31 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 32 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Reginald K. Duren, Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33411

If sent to the CONTRACTOR, notices shall be addressed to:

Marc Stauble, Health Practice Area Director
Public Consulting Group, Inc.
816 Congress Avenue, Suite 1110
Austin, TX 78701

ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 31 - Modifications of Work.

ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or In Effect until Approved by the Palm Beach County Board of County Commissioners.


IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

R2019 1068 AUG 20 2019

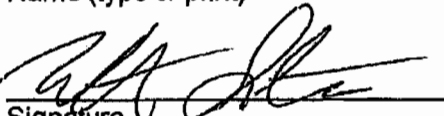
PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:


Signature

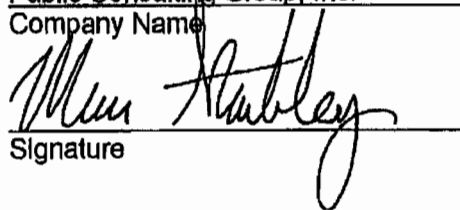
CRISTINA BLACKALL
Name (type or print)


Signature

MATTHEW SORRENTINO
Name (type or print)

CONTRACTOR:

Public Consulting Group, Inc.
Company Name

BY: 
Signature

Marc Stauble
Typed Name

Health Practice Area Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

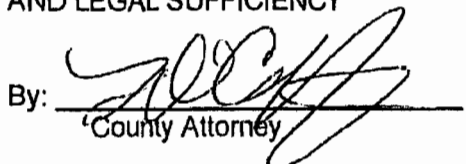
By: 
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 19-020/SS

1. Palm Beach County Fire Rescue (COUNTY) provides countywide emergency medical transportation, some of which will qualify for the PEMT Program for Medicaid. The COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and regulations promulgated thereunder (HIPAA Regulations), all as have been and may be amended from time to time and as such, CONTRACTOR shall comply.
 - A. CONTRACTOR activities shall comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Business Associate Agreement (BAA), attached hereto as Attachment A of this Scope of Work/Services.
 - B. CONTRACTOR shall consider all data provided as confidential information. CONTRACTOR shall not release any confidential information without prior written consent from the COUNTY.
 - C. CONTRACTOR shall inform the COUNTY, according to HIPAA guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients.
 - D. The CONTRACTOR shall be required to execute as written, the BAA, see Attachment A to this Scope of Work/Services.
2. The COUNTY provides emergency medical transports to approximately six hundred (600) Medicaid patients each month and requires a CONTRACTOR to complete the required paperwork for the COUNTY to participate in the PEMT Program. The CONTRACTOR shall complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), attached hereto as Attachment B to this Scope of Work/Services, as required for the COUNTY to participate in the Public Emergency Medical Transportation (PEMT) Program.
3. The PEMT program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
4. The CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with PEMT.

5. The CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), see Attachment B of this CONTRACT, within the time frame prescribed in Attachment A.
6. The CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes.
7. The CONTRACTOR shall have knowledge and experience in the completion of all ten (10) schedules, Attachment B to this Scope of Work/Services, as required by the PEMT Program.
8. The COUNTY will provide the CONTRACTOR with all of the required data needed to complete the schedules; however, the CONTRACTOR is responsible for accurate completion of the schedules.
9. CONTRACTOR shall be able to accept from the COUNTY, via electronic submission, all information using a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
10. If the completed cost report is rejected by AHCA, CONTRACTOR shall work with the COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline, which is typically end of November.
11. CONTRACTOR agrees to receive compensation for PEMT services on a contingency fee basis. This compensation will be based on payments received by the COUNTY under the PEMT Program.
12. The CONTRACTOR shall respond to, and represent COUNTY on any AHCA or CMS audit, review and communication regarding any PEMT cost report prepared by the CONTRACTOR and delivered to AHCA on behalf of the COUNTY.
13. If, as a result of an audit by ACHA, a refund is required by the COUNTY, the CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.

Attachment A
Business Associate Agreement
to EXHIBIT A, Scope of Work/Services
Contract No. 19-020/SS
(4 pages)

**Business Associate Agreement
Between Covered Entity and Business Associate**

This Business Associate Agreement ("Agreement") between Palm Beach County, hereinafter referred to as "Covered Entity," and Public Consulting Group, Inc., hereinafter referred to as "Business Associate," is executed to ensure that Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology for Economic and Clinical Health Act, as amended and any related regulations (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report in writing to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of

Attachment A to
Exhibit A, Scope of Work/Services
Contract No. 19-020/SS

business days of Business Associate's discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the Covered Entity. The Covered Entity shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Business Associate agrees that, if requested by the Covered Entity to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the Covered Entity to make breach notification to affected individuals, Business Associate shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the Covered Entity;

4. In accordance with 45 CFR §164.502(e)(1)(II) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
5. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for

purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program (if the Covered Entity is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag Incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.
12. If Palm Beach County is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the Covered Entity include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity.

D. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.

violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

- 3. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 29th day of July, 2019.

WITNESS:

Loretta Jankovakis
Signature

**COVERED ENTITY
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: Nancy L. Bolton
Signature

Nancy Bolton, County HIPAA Privacy
Officer / Assistant County Administrator,
Through Verdenia C. Baker, County Administrator
Name and Title

MATTHEW SORRENTINO
Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
WITNESS:

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]

Cristina Blackall
Signature

**BUSINESS ASSOCIATE
Public Consulting Group, Inc.**
By: Marc Stawbley
Signature

CRISTINA BLACKALL
Name

Marc Stawbley Practice Area Director
Name and Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Attachment B
Emergency Medical Transportation
Integrated Disclosure and Medicaid Cost Report
to EXHIBIT A, Scope of Work/Services
Contract No. 19-020/SS
(22 pages)

**EMERGENCY MEDICAL TRANSPORTATION
 INTEGRATED DISCLOSURE AND MEDICAID COST REPORT
 GENERAL INFORMATION**

| | | |
|--|---|--|
| 1. Name of Fire Department / Agency | 2. Medicaid # | 3. National Provider Identifier (NPI): |
| 4. Doing Business As (DBA) | 5. Facility Business Phone: | |
| 6. Fire District/Agency Street Address: | 7. City: | 8. Zip Code: |
| 9. Mailing Address - Street or P. O. Box (if different): | 10. City: | 11. Zip Code: |
| 12. Name of Person Signing and Certifying Report: | | |
| 13. Report Contact Person: | 14. Phone Number: | Phone Ext: |
| 15. Mailing Address - Street or P. O. Box | 16. City: | 17. State: |
| 18. Zip Code: | 19. Previous Name of Fire District/Agency if Changed Since Previous Report: | 20. Date of Change: |
| 21. Does your organization use another entity to provide EMT services? | | |
| 22. Date Range of EMT Service Agreement: | | |
| 23. Does your organization use another entity to provide billing for EMT services? | | |
| 24. Are billing services paid on a Flat Rate or a Percentage: | | |
| 25. Reporting Period Began: | 26. Reporting Period Ended: | |
| 27. Net Cost of Transports | \$0.00 | |

For the purpose of this document, "provider" is a Publicly Owned or Operated Emergency Medical Transportation Services provider.

To be Executed by Officer or Administrator of the Fire Department / Agency
 I, _____, state as follows:

Public funds for services provided have been expended as necessary for Federal Financial Participation (FFP), pursuant to the requirements of Section 1903(w) of the Social Security Act and 42 C.F.R. § 433.50 et seq. for allowable costs.

The expenditures claimed have not previously been, nor will be, claimed at any other time to receive Federal Funds under Medicaid or any other program. The provider acknowledges that the information is to be used for claiming Federal funds and understands that misrepresentation of information constitutes a violation of Federal and State law.

The provider acknowledges that all funds expended are subject to review and audit by the Agency for Health Care Administration. The provider acknowledges and understands that the Agency for Health Care Administration must deny payments for any claim submitted if it is determined that the report is not adequately supported for purposes of Federal Financial Participation.

That I am the responsible person of the subject Fire Department / Agency and am duly authorized to sign this document and that, to the best of my knowledge and information, each statement and amount in the accompanying schedules are to be true and correct.

 Date of Signature

 Name of Fire District/Agency

E-mail the signed PDF electronic version of the completed _____ By: _____

cost report to:

LIPProvidersReports@ahca.myflorida.com

(Signature)

Title:

Address:

NOTICE

Please be advised that submission of cost reports for items or services which were not provided; are not reimbursable under the Medicaid program or claimed in violation of an agreement with the State, may subject you (or your organization) to civil money penalty assessments in accordance with Florida Statutes 456.072.

CHECK FIGURE

Total Reported Expenses (Before Allocation of Expenses - From Sch 1)

Total Reported Expenses (After Allocation of Expenses - From Sch 2 thru 5)

Variance

\$

-

\$

ADDITIONAL VARIANCES MAY RESULT FROM REVENUE OF THIS COST REPORT SUBMISSION

| PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE | | | |
|---|-----|----|-----|
| | YES | NO | N/A |
| <p>A <u>Provider Organization and Operation</u></p> <p>1. Describe the type of organization providing the service (include if nonprofit, public, private, etc.):</p> <p>2. Were any of the emergency transportation services subcontracted to another entity? If yes, describe the type of organization (include if nonprofit, public, private, etc.):</p> <p>3. The provider has:</p> <p> a. Changed ownership. If "yes", submit name and address of new owner, date of change, copy of sales agreement, or any similar agreement affecting change of ownership.</p> <p> b. Terminated participation. If "yes", list date of termination, and reason (Voluntary/Involuntary).</p> | | | |

| | | | |
|--|--|--|--|
| <p>4. <i>The provider is involved in business transactions, including management contracts and services under arrangements with individuals or entities (e.g., chain home offices, drug or medical supply companies, etc.) that are related to the provider or its officers, medical staff management personnel, or members of the board of directors through ownership control, or family and other similar relationships.</i></p> <p>If "yes" attach a list of the individuals, the organizations involved, and description of the transactions.</p> | | | |
|--|--|--|--|

| PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE | | | |
|---|-----|----|-----|
| | YES | NO | N/A |
| <p>B. <u>Financial Data and Reports</u></p> <p>1. During this cost reporting period, the financial statements are prepared by Certified Public Accountants or Public Accountants (submit complete copy or indicate available date) and are:</p> <ul style="list-style-type: none"> a. Audited; b. Compiled; and c. Reviewed. | | | |

| | | | |
|---|--|--|--|
| <p><i>NOTE: Where there is no affirmative response to the above described financial statements, attach a copy of the financial statements prepared by you and a description of the changes in accounting policies and practices if not mentioned in those statements.</i></p> <p>2. Cost report total expenses and total revenues differ from those on the filed financial statement. If "yes", submit reconciliation.</p> <p>C. <u>Emergency Transport Data</u></p> <p>Provider records only were used to complete the cost report? If yes, attach detailed documentation of the system used to support the data reported on the cost report. <u>If the detail documentation was previously supplied, submit only necessary updated documentation.</u></p> <p>1. Provider use a specific system to report claimed Medicaid emergency transports? If yes, upon request, provide the Medicaid recipient details of the emergency transports (such as driver manifest, call operator logs, etc.).</p> | | | |
|---|--|--|--|

SCHEDULE 1 - TOTAL EXPENSE

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1990

| Line No. | Cost Center | General Ledger Account Number | 1 | 2 | 3 | 4 |
|-----------------------------------|---|-------------------------------|---------------------------------------|---------------------------------------|---|--|
| | | | Total Expense <i>Col 1 + Col 3</i> | MTS Expense <i>Fr Sect 2 Col 5</i> | NON-MTS Expense <i>Fr Sect 3 Col 5</i> | Administration & General <i>Fr Sect 4 Col 1</i> |
| Capital Related | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | | |
| 2.00 | Depreciation - Leasehold Improvements | | | | | |
| 3.00 | Depreciation - Equipment | | | | | |
| 4.00 | Depreciation and Amortization - Other | | | | | |
| 5.00 | Leases and Rentals | | | | | |
| 6.00 | Property Taxes | | | | | |
| 7.00 | Property Insurance | | | | | |
| 8.00 | Interest - Property, Plant, and Equipment | | | | | |
| 9.00 | Other - (Specify) | | | | | |
| 10.00 | Other - (Specify) | | | | | |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | |
| Salaries | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | |
| 12.00 | Chief | | | | | |
| 13.00 | Non-MTS Salaries | | | | | |
| 14.00 | MTS Salaries | | | | | |
| 15.00 | Other - (Specify) | | | | | |
| 16.00 | Other - (Specify) | | | | | |
| 17.00 | Other - (Specify) | | | | | |
| 18.00 | Other - (Specify) | | | | | |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | |
| Fringe Benefits | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | |
| 20.00 | Chief | | | | | |
| 21.00 | Non-MTS Salaries | | | | | |
| 22.00 | MTS Salaries | | | | | |
| 23.00 | Other - (Specify) | | | | | |
| 24.00 | Other - (Specify) | | | | | |
| 25.00 | Other - (Specify) | | | | | |
| 26.00 | Other - (Specify) | | | | | |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | |
| | Total Capital Related, Salaries, and Fringe Benefits | | \$ - | \$ - | \$ - | |
| Administrative and General | | | | | | |
| 27.00 | Administrative | | \$ - | \$ - | \$ - | \$ - |
| 28.00 | Legal | | | | | |
| 29.00 | Accounting | | | | | |
| 30.00 | Advertising | | | | | |
| 31.00 | Consulting Expenses | | | | | |
| 32.00 | Contracted Labor | | | | | |
| 33.00 | Interest - Other | | | | | |
| 34.00 | Training | | | | | |
| 35.00 | General Insurance | | | | | |
| 36.00 | Supplies | | | | | |
| 37.00 | Bad Debt | | | | | |
| 38.00 | Plant Operations and Maintenance | | | | | |
| 39.00 | Housekeeping | | | | | |
| 40.00 | Utilities | | | | | |
| 41.00 | Medical Supplies | | | | | |
| 42.00 | Minor Medical Equipment | | | | | |
| 43.00 | Minor Equipment | | | | | |
| 44.00 | Fines and Penalties | | | | | |
| 45.00 | Fleet Maintenance | | | | | |
| 46.00 | Communications | | | | | |
| 47.00 | Recruit Academy | | | | | |
| 48.00 | Dispatch Service | | | | | |
| 49.00 | Logistics | | | | | |
| 50.00 | Postage | | | | | |
| 51.00 | Dues and Subscriptions | | | | | |

| | | | | | | | |
|-------|-----------------------------------|--|--|---|---|---|---|
| 62.00 | Other - Capital Related Costs | | | - | - | - | - |
| 63.00 | Contracted Services - MTS | | | - | - | - | - |
| 64.00 | Contracted Services - MTS Billing | | | - | - | - | - |

| | | | | | | |
|---|------------------|--|------|------|------|------|
| 55.00 | Other- (Specify) | | - | - | - | - |
| 59.00 | Other- (Specify) | | - | - | - | - |
| 67.00 | Other- (Specify) | | - | - | - | - |
| Total Administrative & General | | | \$ - | \$ - | \$ - | \$ - |
| Total Fire District / Agency | | | \$ - | \$ - | \$ - | \$ - |

SCHEDULE 2 - MEDICAL TRANSPORTATION SERVICES (MTS) EXPENSE

Fire Department / Agency Name: _____
National Provider Identification: _____

0
0

Fiscal Year Ended: January 0, 1800

| Line No. | Cost Center | General Ledger Account Number | 1 MTS Expense | 2 Allocated Direct Service Cost Fr Sch 4, Col 5 | 3 Total Reclassifications Fr Sch 6, Col 4 & 7 | 4 Total Adjustments Fr Sch 7, Col 1 | 5 Total MTS Expense To Sch 1, Col 2 |
|-----------------------------------|---|-------------------------------|------------------|---|---|---|---|
| | | | | | | | |
| Capital Related | | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | - | - |
| 3.00 | Depreciation - Equipment | | - | - | - | - | - |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | - | - |
| 5.00 | Leases and Rentals | | - | - | - | - | - |
| 6.00 | Property Taxes | | - | - | - | - | - |
| 7.00 | Property Insurance | | - | - | - | - | - |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | - | - |
| 9.00 | Other- (Specify) | | - | - | - | - | - |
| 10.00 | Other- (Specify) | | - | - | - | - | - |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Salaries | | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12.00 | Chief | | - | - | - | - | - |
| 13.00 | Non-MTS Salaries | | - | - | - | - | - |
| 14.00 | MTS Salaries | | - | - | - | - | - |
| 15.00 | Other- (Specify) | | - | - | - | - | - |
| 16.00 | Other- (Specify) | | - | - | - | - | - |
| 17.00 | Other- (Specify) | | - | - | - | - | - |
| 18.00 | Other- (Specify) | | - | - | - | - | - |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20.00 | Chief | | - | - | - | - | - |
| 21.00 | Non-MTS Salaries | | - | - | - | - | - |
| 22.00 | MTS Salaries | | - | - | - | - | - |
| 23.00 | Other- (Specify) | | - | - | - | - | - |
| 24.00 | Other- (Specify) | | - | - | - | - | - |
| 25.00 | Other- (Specify) | | - | - | - | - | - |
| 26.00 | Other- (Specify) | | - | - | - | - | - |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Capital Related, Salaries, and Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative and General | | | | | | | |
| 27.00 | Administrative | | \$ - | | \$ - | \$ - | \$ - |
| 28.00 | Legal | | - | | - | - | - |
| 29.00 | Accounting | | - | | - | - | - |
| 30.00 | Advertising | | - | | - | - | - |
| 31.00 | Consulting Expenses | | - | | - | - | - |
| 32.00 | Contracted Labor | | - | | - | - | - |
| 33.00 | Interest - Other | | - | | - | - | - |
| 34.00 | Training | | - | | - | - | - |
| 35.00 | General Insurance | | - | | - | - | - |
| 36.00 | Supplies | | - | | - | - | - |
| 37.00 | Bad Debt | | - | | - | - | - |
| 38.00 | Plant Operations and Maintenance | | - | | - | - | - |
| 39.00 | Housekeeping | | - | | - | - | - |
| 40.00 | Utilities | | - | | - | - | - |
| 41.00 | Medical Supplies | | - | | - | - | - |
| 42.00 | Minor Medical Equipment | | - | | - | - | - |
| 43.00 | Minor Equipment | | - | | - | - | - |
| 44.00 | Fines and Penalties | | - | | - | - | - |
| 45.00 | Fleet Maintenance | | - | | - | - | - |
| 46.00 | Communications | | - | | - | - | - |
| 47.00 | Recruit Academy | | - | | - | - | - |
| 48.00 | Dispatch Service | | - | | - | - | - |
| 49.00 | Logistics | | - | | - | - | - |
| 50.00 | Postage | | - | | - | - | - |
| 51.00 | Dues and Subscriptions | | - | | - | - | - |

| | | | | |
|-------|-----------------------------------|--|--|---|
| 62.00 | Other - Capital Related Costs | | | - |
| 63.00 | Contracted Services - MTS | | | - |
| 54.00 | Contracted Services - MTS Billing | | | - |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

| | | | | | | | | |
|---|------------------|--|----|----|----|----|----|----|
| 55.00 | Other- (Specify) | | | | | | | |
| 56.00 | Other- (Specify) | | | | | | | |
| 57.00 | Other- (Specify) | | | | | | | |
| Total Administrative & General | | | \$ | | \$ | \$ | \$ | \$ |
| Total Fire District / Agency | | | \$ | \$ | \$ | \$ | \$ | \$ |

(A) REMEMBER THAT THE AMOUNTS FROM SCH 6 COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
 (B) REMEMBER THAT THE AMOUNTS FROM SCH 7 COLUMN 4 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 3 - NON-MTS EXPENSE

Fire Department / Agency Name: 0 Fiscal Year Ended: January 01, 1900
 National Provider Identification: 0

| Line No. | Cost Center | General Ledger Account Number | 1 NON-MTS Expense | 2 Allocated Direct Service Costs To Col 1, Col 6 | 3 Total Reclassifications To 9(d) 6 Cols. 1, 6, 7 | 4 Total Adjustments To 9(d) 7, Col 1 | 5 Total NON-MTS Expense To 5(d) 1 Col 1 |
|-----------------------------------|---|-------------------------------|----------------------|--|--|--|---|
| Capital Related | | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | - | - |
| 3.00 | Depreciation - Equipment | | - | - | - | - | - |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | - | - |
| 5.00 | Leases and Rentals | | - | - | - | - | - |
| 6.00 | Property Taxes | | - | - | - | - | - |
| 7.00 | Property Insurance | | - | - | - | - | - |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | - | - |
| 9.00 | Other - (Specify) | | - | - | - | - | - |
| 10.00 | Other - (Specify) | | - | - | - | - | - |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Salaries | | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12.00 | Chief | | - | - | - | - | - |
| 13.00 | Non-MTS Salaries | | - | - | - | - | - |
| 14.00 | MTS Salaries | | - | - | - | - | - |
| 15.00 | Other - (Specify) | | - | - | - | - | - |
| 16.00 | Other - (Specify) | | - | - | - | - | - |
| 17.00 | Other - (Specify) | | - | - | - | - | - |
| 18.00 | Other - (Specify) | | - | - | - | - | - |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20.00 | Chief | | - | - | - | - | - |
| 21.00 | Non-MTS Salaries | | - | - | - | - | - |
| 22.00 | MTS Salaries | | - | - | - | - | - |
| 23.00 | Other - (Specify) | | - | - | - | - | - |
| 24.00 | Other - (Specify) | | - | - | - | - | - |
| 25.00 | Other - (Specify) | | - | - | - | - | - |
| 26.00 | Other - (Specify) | | - | - | - | - | - |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Capital Related, Salaries, and Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative and General | | | | | | | |
| 27.00 | Administrative | | \$ - | - | \$ - | \$ - | \$ - |
| 28.00 | Legal | | - | - | - | - | - |
| 29.00 | Accounting | | - | - | - | - | - |
| 30.00 | Advertising | | - | - | - | - | - |
| 31.00 | Consulting Expenses | | - | - | - | - | - |
| 32.00 | Contracted Labor | | - | - | - | - | - |
| 33.00 | Interest - Other | | - | - | - | - | - |
| 34.00 | Training | | - | - | - | - | - |
| 35.00 | General Insurance | | - | - | - | - | - |
| 36.00 | Supplies | | - | - | - | - | - |
| 37.00 | Bad Debt | | - | - | - | - | - |
| 38.00 | Plant Operations and Maintenance | | - | - | - | - | - |
| 39.00 | Housekeeping | | - | - | - | - | - |
| 40.00 | Utilities | | - | - | - | - | - |
| 41.00 | Medical Supplies | | - | - | - | - | - |
| 42.00 | Minor Medical Equipment | | - | - | - | - | - |
| 43.00 | Minor Equipment | | - | - | - | - | - |
| 44.00 | Fines and Penalties | | - | - | - | - | - |
| 45.00 | Fleet Maintenance | | - | - | - | - | - |
| 46.00 | Communications | | - | - | - | - | - |
| 47.00 | Rescue Academy | | - | - | - | - | - |
| 48.00 | Dispatch Service | | - | - | - | - | - |
| 49.00 | Logistics | | - | - | - | - | - |
| 50.00 | Postage | | - | - | - | - | - |
| 51.00 | Dues and Subscriptions | | - | - | - | - | - |
| 52.00 | Other - Capital Related Costs | | - | - | - | - | - |
| 53.00 | Contracted Services - MTS | | - | - | - | - | - |
| 54.00 | Contracted Services - MTS Billing | | - | - | - | - | - |
| 55.00 | Other - (Specify) | | - | - | - | - | - |
| 56.00 | Other - (Specify) | | - | - | - | - | - |
| 57.00 | Other - (Specify) | | - | - | - | - | - |
| | Total Administrative & General | | \$ - | \$ - | \$ - | \$ - | \$ - |

| | | | | | | | | | |
|--|-------------------------------------|--|------|------|------|------|------|------|------|
| | | | | | | | | | |
| | Total Fire District / Agency | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

SCHEDULE 4 - ALLOCATION OF CAPITAL RELATED AND SALARIES & BENEFITS (CR&B) EXPENSE

Fire Department / Agency Name: _____ 0 Fiscal Year Ended: January 0, 1990
 National Provider Identification: _____ 0

| Line No. | Cost Center | General Ledger Account Number | 1 Expense to be Apportioned | 2 Total Reclassifications (A) Fr Sch 6, Col 4 & 7 | 3 Total Adjustments (B) Fr Sch 7, Col 1 | 4 Net Expense to be Apportioned | 5 MTS Allocation 0.00% | 6 NON-MTS Allocation 0.00% |
|------------------------|--|-------------------------------|--------------------------------|---|---|------------------------------------|------------------------------|----------------------------------|
| Capital Related | | | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | - | - | - |
| 3.00 | Depreciation - Equipment | | - | - | - | - | - | - |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | - | - | - |
| 5.00 | Leases and Rentals | | - | - | - | - | - | - |
| 6.00 | Property Taxes | | - | - | - | - | - | - |
| 7.00 | Property Insurance | | - | - | - | - | - | - |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | - | - | - |
| 9.00 | Other - (Specify) | | - | - | - | - | - | - |
| 10.00 | Other - (Specify) | | - | - | - | - | - | - |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Description | Square Ft. | Factor |
|-------------------------------------|------------|--------|
| MTS Square Footage | - | 0.00% |
| Non-MTS Square Footage | - | 0.00% |
| Total Square Feet to be Apportioned | - | 0.00% |

| Line No. | Cost Center | Account Number | 1 Expense to be Apportioned | 2 Total Reclassifications (A) Fr Sch 6, Col 4 & 7 | 3 Total Adjustments (B) Fr Sch 7, Col 1 | 4 Net Expense to be Apportioned | 5 MTS Allocation 0.00% | 6 NON-MTS Allocation 0.00% |
|------------------------|--|----------------|--------------------------------|---|---|------------------------------------|------------------------------|----------------------------------|
| Salaries | | | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12.00 | Chief | | - | - | - | - | - | - |
| 13.00 | Non-MTS Salaries | | - | - | - | - | - | - |
| 14.00 | MTS Salaries | | - | - | - | - | - | - |
| 15.00 | Other - (Specify) | | - | - | - | - | - | - |
| 16.00 | Other - (Specify) | | - | - | - | - | - | - |
| 17.00 | Other - (Specify) | | - | - | - | - | - | - |
| 18.00 | Other - (Specify) | | - | - | - | - | - | - |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | | | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20.00 | Chief | | - | - | - | - | - | - |
| 21.00 | Non-MTS Salaries | | - | - | - | - | - | - |
| 22.00 | MTS Salaries | | - | - | - | - | - | - |
| 23.00 | Other - (Specify) | | - | - | - | - | - | - |
| 24.00 | Other - (Specify) | | - | - | - | - | - | - |
| 25.00 | Other - (Specify) | | - | - | - | - | - | - |
| 26.00 | Other - (Specify) | | - | - | - | - | - | - |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Description | Total Hrs. | Factor |
|-------------------------------|------------|--------|
| Hours Logged for MTS Duty | - | 0.00% |
| Hours Logged for NON-MTS Duty | - | 0.00% |
| Total Hours to be Apportioned | - | 0.00% |

INFORMATION FROM THIS REPORT IS FROM 2011 - 2012. ALL INFORMATION IS SUBJECT TO THE DISCRETION OF THE STATE OF ILLINOIS. ALL INFORMATION IS SUBJECT TO THE DISCRETION OF THE STATE OF ILLINOIS.

SCHEDULE 6 - ALLOCATION OF ADMINISTRATION & GENERAL

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Line No. | Cost Center | General Ledger Account Number | 1 Expense to be Apportioned <small>(From Budget, Major)</small> | 2 Total Reclassifications <small>(From Schedules 1 & 2)</small> | 3 Total Adjustments <small>(From Schedule 2, Col 1)</small> | 4 Net Expense to be Apportioned | 5 MTS Allocation <small>(0.00%)</small> | 6 NON-MTS Allocation <small>(0.00%)</small> |
|---|-----------------------------------|-------------------------------|---|---|---|------------------------------------|---|---|
| Administrative and General | | | | | | | | |
| 27.00 | Administrative | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 28.00 | Legal | | | | | | | |
| 29.00 | Accounting | | | | | | | |
| 30.00 | Advertising | | | | | | | |
| 31.00 | Consulting Expenses | | | | | | | |
| 32.00 | Contracted Labor | | | | | | | |
| 33.00 | Interest - Other | | | | | | | |
| 34.00 | Training | | | | | | | |
| 35.00 | General Insurance | | | | | | | |
| 36.00 | Supplies | | | | | | | |
| 37.00 | Bad Debt | | | | | | | |
| 38.00 | Plant Operations and Maintenance | | | | | | | |
| 39.00 | Housekeeping | | | | | | | |
| 40.00 | Utilities | | | | | | | |
| 41.00 | Medical Supplies | | | | | | | |
| 42.00 | Minor Medical Equipment | | | | | | | |
| 43.00 | Minor Equipment | | | | | | | |
| 44.00 | Fines and Penalties | | | | | | | |
| 45.00 | Fleet Maintenance | | | | | | | |
| 46.00 | Communications | | | | | | | |
| 47.00 | Recruit Academy | | | | | | | |
| 48.00 | Dispatch Service | | | | | | | |
| 49.00 | Logistics | | | | | | | |
| 50.00 | Postage | | | | | | | |
| 51.00 | Dues and Subscriptions | | | | | | | |
| 52.00 | Other - Capital Related Costs | | | | | | | |
| 53.00 | Contracted Services - MTS | | | | | | | |
| 54.00 | Contracted Services - MTS Billing | | | | | | | |
| 55.00 | Other - (Specify) | | | | | | | |
| 56.00 | Other - (Specify) | | | | | | | |
| 57.00 | Other - (Specify) | | | | | | | |
| Total Administrative & General | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

- * Line 53 and Cost Center to be applied to MTS. The Administrative & General cost center should not be applied.
- ** REMEMBER: ONLY THE AMOUNTS FROM ROW 2, COLUMNS 1 AND 2 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN.
- ** REMEMBER: ONLY THE AMOUNTS FROM ROW 2, COLUMNS 3 AND 4 SHOULD BE MANUALLY TRANSFERRED TO THIS COLUMN.

Selection of Allocation Statistic:

Any variation of the allocation statistic must be approved prior to implementation and documentation MUST be readily available for review.

| Description | Accumulated Expense | Factor |
|--|---------------------|--------|
| Accumulated Cost of MTS Services (from Sch 2, Col 5) | \$ - | 0.00% |
| Accumulated Cost of NON-MTS Services (from Sch 3, Col 5) | \$ - | 0.00% |
| Total Accumulated Cost of MTS and NON-MTS Services | \$ - | 0.00% |

SCHEDULE 6 - RECLASSIFICATION OF EXPENSES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| EXPLANATION OF ENTRY | INCREASE | | | | | DECREASE | | | |
|--|----------|-------------|-------------|----------|-------------|-------------|-------------|----------|-------------|
| | Code | Cost Center | Line Number | Schedule | Amount | Cost Center | Line Number | Schedule | Amount |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | | | | | \$ - | | | | \$ - |
| 2 | | | | | - | | | | - |
| 3 | | | | | - | | | | - |
| 4 | | | | | - | | | | - |
| 5 | | | | | - | | | | - |
| 6 | | | | | - | | | | - |
| 7 | | | | | - | | | | - |
| 8 | | | | | - | | | | - |
| 9 | | | | | - | | | | - |
| 10 | | | | | - | | | | - |
| 11 | | | | | - | | | | - |
| 12 | | | | | - | | | | - |
| 13 | | | | | - | | | | - |
| 14 | | | | | - | | | | - |
| 15 | | | | | - | | | | - |
| 16 | | | | | - | | | | - |
| 17 | | | | | - | | | | - |
| 18 | | | | | - | | | | - |
| 19 | | | | | - | | | | - |
| 20 | | | | | - | | | | - |
| 21 | | | | | - | | | | - |
| 22 | | | | | - | | | | - |
| 23 | | | | | - | | | | - |
| 24 | | | | | - | | | | - |
| 25 | | | | | - | | | | - |
| 26 | | | | | - | | | | - |
| 27 | | | | | - | | | | - |
| 28 | | | | | - | | | | - |
| 29 | | | | | - | | | | - |
| 30 | | | | | - | | | | - |
| 31 | | | | | - | | | | - |
| 32 | | | | | - | | | | - |
| 33 | | | | | - | | | | - |
| 34 | | | | | - | | | | - |
| 35 | | | | | - | | | | - |
| 36 | | | | | - | | | | - |
| 37 | | | | | - | | | | - |
| 38 | | | | | - | | | | - |
| 39 | | | | | - | | | | - |
| 40 | | | | | - | | | | - |
| 41 | | | | | - | | | | - |
| 42 | | | | | - | | | | - |
| 43 | | | | | - | | | | - |
| 44 | | | | | - | | | | - |
| 45 | | | | | - | | | | - |
| 46 | | | | | - | | | | - |
| 47 | | | | | - | | | | - |
| 48 | | | | | - | | | | - |
| 49 | | | | | - | | | | - |
| 50 | | | | | - | | | | - |
| 51 | | | | | - | | | | - |
| 52 | | | | | - | | | | - |
| 53 | | | | | - | | | | - |
| 54 | | | | | - | | | | - |
| 55 | | | | | - | | | | - |
| 56 | | | | | - | | | | - |
| 57 | | | | | - | | | | - |
| 58 | | | | | - | | | | - |
| 59 | | | | | - | | | | - |
| 60 | | | | | - | | | | - |
| Total Reclassifications (Col. 4 & 7 must equal) | | | | | \$ - | | | | \$ - |

Column 1: Use sequential numbering written to identify individual reclassifications, i.e. A, B, C.
Columns 6 and Column 7: Transfer amounts to applicable Worksheet 2, 3, or 4. Column 9: Transfers to Column 2 on the line number as appropriate.

SCHEDULE 7 - ADJUSTMENTS TO EXPENSES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| 1. | Description | Basis for Adjustment (A or B) | | Cost Center | Schedule | C/R Line No. |
|--------------|-------------|-------------------------------|------|-------------|----------|--------------|
| | | 1 | 2 | | | |
| | | | \$ - | | | |
| 2. | | | - | | | |
| 3. | | | - | | | |
| 4. | | | - | | | |
| 5. | | | - | | | |
| 6. | | | - | | | |
| 7. | | | - | | | |
| 8. | | | - | | | |
| 9. | | | - | | | |
| 10. | | | - | | | |
| 11. | | | - | | | |
| 12. | | | - | | | |
| 13. | | | - | | | |
| 14. | | | - | | | |
| 15. | | | - | | | |
| 16. | | | - | | | |
| 17. | | | - | | | |
| 18. | | | - | | | |
| 19. | | | - | | | |
| 20. | | | - | | | |
| 21. | | | - | | | |
| 22. | | | - | | | |
| 23. | | | - | | | |
| 24. | | | - | | | |
| 25. | | | - | | | |
| 26. | | | - | | | |
| 27. | | | - | | | |
| 28. | | | - | | | |
| 29. | | | - | | | |
| 30. | | | - | | | |
| Total | | | \$ - | | | |

Basis for Adjustment

- A - Certain costs including general overhead charges determined by formula or percentage of total charges or other basis
- B - Certain charges determined by formula or percentage of total charges or other basis

Amount

Formula - to Applicable Worksheets (2, 3 & 4) and applicable Column line number as appropriate

Cost Center and Line Number

Use example classification on Worksheet 1 to which the amount is to be added or from which amount is to be deducted

SCHEDULE B - REVENUE / FUNDING SOURCES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| A | 1 | 2 | 3 | 4 | 5 | 6 |
|-----|---|-----------------------------|-------------------------------|----------------------------|-------------------------|----------|
| | | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| | MEDICAID FEE FOR SERVICE (FFS) REVENUE FROM TRANSPORTS | July 1 through September 30 | October 1 through December 31 | January 1 through March 31 | April 1 through June 30 | Total |
| 1. | Medicaid Fee for Service | | | | | \$ - |
| 2. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 3. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 4. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 5. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 6. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| | Total Medicaid FFS Revenue from Transports (To Sch 9, Line 13) | \$ - | \$ - | \$ - | \$ - | \$ - (a) |
| B | 1 | 2 | 3 | 4 | 5 | 6 |
| | | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| | OTHER MEDICAID REVENUE FROM TRANSPORTS | July 1 through September 30 | October 1 through December 31 | January 1 through March 31 | April 1 through June 30 | Total |
| 7. | Medicaid Managed Care | | | | | - |
| 8. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 9. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 10. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 11. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 12. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| | Total Other Revenue from Medicaid Managed Care Transports | \$ - | \$ - | \$ - | \$ - | \$ - (b) |
| C | 1 | 2 | 3 | 4 | | |
| | OTHER REVENUE / FUNDING SOURCES | | MTB | NON-MTB | Total | |
| 13. | | | | | \$ - | - |
| 14. | | | | | | - |
| 15. | | | | | | - |
| 16. | | | | | | - |
| 17. | | | | | | - |
| 18. | | | | | | - |
| 19. | | | | | | - |
| 20. | | | | | | - |
| 21. | | | | | | - |
| 22. | | | | | | - |
| 23. | | | | | | - |
| 24. | | | | | | - |
| 25. | | | | | | - |
| 26. | | | | | | - |
| 27. | | | | | | - |
| 28. | | | | | | - |
| 29. | | | | | | - |
| 30. | | | | | | - |
| 31. | | | | | | - |
| 32. | | | | | | - |
| 33. | | | | | | - |
| 34. | | | | | | - |
| 35. | | | | | | - |
| 36. | | | | | | - |
| 37. | | | | | | - |
| 38. | | | | | | - |
| 39. | | | | | | - |
| 40. | | | | | | - |
| | Total Other Revenue | | \$ - | \$ - | \$ - | - |
| | GRAND TOTAL (a+b+c) | | \$ - | \$ - | \$ - | - (c) |

Note: * Line 1 through 6 - Enter payments for FFS transports received from Medicaid, (i.e. Share of Cost, Other Health Care, Deductibles, etc.)
 ** Lines 7 through 12 - Enter Medicaid Managed Care revenue from transports Medicaid Managed Care, Medicaid Managed Care other, Other Health Care, Deductibles, etc.
 Lines 13 through 40 - Enter other Revenue received and list the funding sources not identified on lines 1 through 12.

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: 0 Fiscal Year Ends: January 0, 1990
 National Provider Identification: 0

| Average Cost per EMT Service | | | |
|---|-------------------------------|--------------|-----------------|
| 1. Cost of MTS Services (from Sch 2) | | \$ | 5 |
| 2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) | No | | |
| 3. If no, please enter the total cost to be used for calculating the Indirect Cost | | \$ | 0 |
| 4. Indirect Cost Factor Percentage (please see notes below) | 0.00% | | 0 |
| 5. Administration & General Allocation from Sch 5 | | \$ | 0 |
| 6. Administration & General to be Included | | | 0 |
| 7. Grand Total of MTS Expense (Sum Lines 1 thru 4) | | \$ | 5 |
| 8. Number of MTS Transports | | | |
| | | FL Medicaid | Other |
| | | Managed Care | Fee for Service |
| Qtr 1 | July 1 through September 30 | | |
| Qtr 2 | October 1 through December 31 | | |
| Qtr 3 | January 1 through March 31 | | |
| Qtr 4 | April 1 through June 30 | | |
| | | 0 | 0 |
| 9. Average Cost per MTS Transports (Line 7/line 8) | | \$ | 5 |

| Average Cost per EMT Service | | | | | |
|--|-----------------------------|-------------------------------|----------------------------|-------------------------|--------|
| | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Totals |
| | July 1 through September 30 | October 1 through December 31 | January 1 through March 31 | April 1 through June 30 | |
| 10. Total No. of Medicaid Fee for Service EMT Transports | 0 | 0 | 0 | 0 | 0 |
| 11. Total Cost of Medicaid EMT Transports (Line 8 x Line 10) | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Less Total Medicaid Revenue from Transports (Fr Sch 8) | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Net Cost of Transports | \$ - | \$ - | \$ - | \$ - | \$ - |
| 14. Non Federal Share Reduction | \$ - | \$ - | \$ - | \$ - | \$ - |
| 15. Net Federal Participation Amount (FMAP = 61.78%) | \$ - | \$ - | \$ - | \$ - | \$ - |

(A) If the percentage-based indirect cost factor is selected, review SPA 15-014, Section C, Paragraph 1.b. and submit supporting documentation with the cost report submission.
 (B) In most cases, when an indirect cost factor is being applied, there should be no Administration & General cost allocated.

SCHEDULE 10 - NOTES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

Please identify all contracting arrangements noted on Schedules 1, 2, and 3.

| Sch | Line | Contract Arrangements | Amount |
|-----|------|-----------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Please identify the statistical basis for allocation on Schedules 4 and 6.

| Sch | Line | Allocation Basis | Amount |
|-----|------|------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

If any schedules were left blank, please explain why.

| Sch | Explanation |
|-----|-------------|
| | |
| | |
| | |
| | |
| | |

EXHIBIT E
PEMT - COST REPORTS

**EMERGENCY MEDICAL TRANSPORTATION
INTEGRATED DISCLOSURE AND MEDICAID COST REPORT
GENERAL INFORMATION**

| | | | | | |
|--|--|----------------|---|--|--------------------|
| 1. Name of Fire Department / Agency: | | 2. Medicaid #: | | 3. National Provider Identification (NPI): | |
| 4. Doing Business As (DBA): | | | | 5. Facility Business Phone: | |
| 6. Fire District/Agency Street Address: | | 7. City: | | 8. Zip Code: | |
| 9. Mailing Address - Street or P.O. Box (if different): | | 10. City: | | 11. Zip Code: | |
| 12. Name of Person Signing and Certifying Report: | | | | | |
| 13. Report Contact Person: | | | 14. Phone Number: | | Phone Ext: |
| 15. Mailing Address - Street or P. O. Box: | | 16. City: | | 17. State: | 18. Zip Code: |
| 19. Previous Name of Fire District/Agency if Changed Since Previous Report: | | | | | 20. Date of Change |
| 21. Does your organization use another entity to provide EMT services? | | | 22. Date Range of EMT Service Agreement: | | |
| 23. Does your organization use another entity to provide billing for EMT services? | | | 24. Are billing services paid on a Flat Rate or a Percentage: | | |
| 25. Reporting Period Began: | | | 26. Reporting Period Ended: | | |
| 27. Net Cost of Transports | | | | | |
| \$0.00 | | | | | |

For the purpose of this document, "provider" is a Publicly Owned or Operated Emergency Medical Transportation Services provider.

To be Executed by Officer or Administrator of the Fire Department / Agency

I, _____, state as follows:

Public funds for services provided have been expended as necessary for Federal Financial Participation (FFP), pursuant to the requirements of Section 1903(w) of the Social Security Act and 42 C.F.R. § 433.50 *et seq.* for allowable costs.

The expenditures claimed have not previously been, nor will be, claimed at any other time to receive Federal Funds under Medicaid or any other program.

The provider acknowledges that the information is to be used for claiming Federal funds and understands that misrepresentation of information constitutes a violation of Federal and State law.

The provider acknowledges that all funds expended are subject to review and audit by the Agency for Health Care Administration.

The provider acknowledges and understands that the Agency for Health Care Administration must deny payments for any claim submitted if it is determined that the report is not adequately supported for purposes of Federal Financial Participation.

That I am the responsible person of the subject Fire Department / Agency and am duly authorized to sign this document and that, to the best of my knowledge and information, each statement and amount in the accompanying schedules are to be true and correct.

| | |
|--|------------------------------|
| Date of Signature | Name of Fire District/Agency |
| E-mail the signed PDF electronic version of the completed cost report to: LIPProvidersReports@ahca.myflorida.com | |
| By: _____ | (Signature) |
| Title: _____ | _____ |
| Address: _____ | _____ |
| _____ | _____ |

NOTICE

Please be advised that submission of cost reports for items or services which were not provided; are not reimbursable under the Medicaid program or claimed in violation of an agreement with the State, may subject you (or your organization) to civil money penalty assessments in accordance with Florida Statutes 456.072.

CHECK FIGURE

| | |
|--|-----|
| Total Reported Expenses (Before Allocation of Expenses - From Sch 1) | \$- |
| Total Reported Expenses (After Allocation of Expenses - From Sch 2 thru 5) | - |
| Variance | \$- |

Material variances may result in a rejection of this Cost Report submission.

| PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE | | | |
|---|-----|----|-----|
| | YES | NO | N/A |
| <p>A. <u>Provider Organization and Operation</u></p> <p>1. Describe the type of organization providing the service (include if nonprofit, public, private, etc.):</p> <p>2. Were any of the emergency transportation services subcontracted to another entity? If yes, describe the type of organization (include if nonprofit, public, private, etc.):</p> <p>3. The provider has:</p> <p style="padding-left: 20px;">a. Changed ownership. If "yes", submit name and address of new owner, date of change, copy of sales agreement, or any similar agreement affecting change of ownership.</p> <p style="padding-left: 20px;">b. Terminated participation. If "yes", list date of termination, and reason (Voluntary/Involuntary).</p> | | | |

| | | | |
|---|--|--|--|
| <p>4. <i>The provider is involved in business transactions, including management contracts and services under arrangements, with individuals or entities (e.g., chain home offices, drug or medical supply companies, etc.) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships.</i></p> <p>If "yes" attach a list of the individuals, the organizations involved, and description of the transactions.</p> | | | |
|---|--|--|--|

| PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE | | | |
|--|-----|----|-----|
| | YES | NO | N/A |
| <p>B. <u>Financial Data and Reports</u></p> <p>1. During this cost reporting period, the financial statements are prepared by Certified Public Accountants or Public Accountants (submit complete copy or indicate available date) and are:</p> <ul style="list-style-type: none"> a. Audited; b. Compiled; and c. Reviewed. | | | |

NOTE: Where there is no affirmative response to the above described financial statements, attach a copy of the financial statements prepared by you and a description of the changes in accounting policies and practices if not mentioned in those statements.

2. Cost report total expenses and total revenues differ from those on the filed financial statement.
If "yes", submit reconciliation.

C. Emergency Transport Data

Provider records only were used to complete the cost report?

If yes, attach detailed documentation of the system used to support the data reported on the cost report. If the detail documentation was previously supplied, submit only necessary updated documentation.

1. Provider use a specific system to report claimed Medicaid emergency transports?

If yes, upon request, provide the Medicaid recipient details of the emergency transports (such as driver manifest, call operator logs, etc.).

SCHEDULE 1 - TOTAL EXPENSE

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Line No. | Cost Center | General Ledger Account Number | 1 | 2 | 3 | 4 |
|-----------------------------------|---|-------------------------------|---------------|-----------------|-----------------|--------------------------|
| | | | Total Expense | MTS Expense | NON-MTS Expense | Administration & General |
| | | | Col 2 + Col 3 | Fr Sch 2, Col 5 | Fr Sch 3, Col 5 | Fr Sch 5, Col 1 |
| Capital Related | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | |
| 3.00 | Depreciation - Equipment | | - | - | - | |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | |
| 5.00 | Leases and Rentals | | - | - | - | |
| 6.00 | Property Taxes | | - | - | - | |
| 7.00 | Property Insurance | | - | - | - | |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | |
| 9.00 | Other- (Specify) | | - | - | - | |
| 10.00 | Other- (Specify) | | - | - | - | |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | |
| Salaries | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | |
| 12.00 | Chief | | - | - | - | |
| 13.00 | Non-MTS Salaries | | - | - | - | |
| 14.00 | MTS Salaries | | - | - | - | |
| 15.00 | Other- (Specify) | | - | - | - | |
| 16.00 | Other- (Specify) | | - | - | - | |
| 17.00 | Other- (Specify) | | - | - | - | |
| 18.00 | Other- (Specify) | | - | - | - | |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | |
| Fringe Benefits | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | |
| 20.00 | Chief | | - | - | - | |
| 21.00 | Non-MTS Salaries | | - | - | - | |
| 22.00 | MTS Salaries | | - | - | - | |
| 23.00 | Other- (Specify) | | - | - | - | |
| 24.00 | Other- (Specify) | | - | - | - | |
| 25.00 | Other- (Specify) | | - | - | - | |
| 26.00 | Other- (Specify) | | - | - | - | |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | |
| | Total Capital Related, Salaries, and Fringe Benefits | | \$ - | \$ - | \$ - | |
| Administrative and General | | | | | | |
| 27.00 | Administrative | | \$ - | \$ - | \$ - | \$ - |
| 28.00 | Legal | | - | - | - | - |
| 29.00 | Accounting | | - | - | - | - |
| 30.00 | Advertising | | - | - | - | - |
| 31.00 | Consulting Expenses | | - | - | - | - |
| 32.00 | Contracted Labor | | - | - | - | - |
| 33.00 | Interest - Other | | - | - | - | - |
| 34.00 | Training | | - | - | - | - |
| 35.00 | General Insurance | | - | - | - | - |
| 36.00 | Supplies | | - | - | - | - |
| 37.00 | Bad Debt | | - | - | - | - |
| 38.00 | Plant Operations and Maintenance | | - | - | - | - |
| 39.00 | Housekeeping | | - | - | - | - |
| 40.00 | Utilities | | - | - | - | - |
| 41.00 | Medical Supplies | | - | - | - | - |
| 42.00 | Minor Medical Equipment | | - | - | - | - |
| 43.00 | Minor Equipment | | - | - | - | - |
| 44.00 | Fines and Penalties | | - | - | - | - |
| 45.00 | Fleet Maintenance | | - | - | - | - |
| 46.00 | Communications | | - | - | - | - |
| 47.00 | Recruit Academy | | - | - | - | - |
| 48.00 | Dispatch Service | | - | - | - | - |
| 49.00 | Logistics | | - | - | - | - |

| | | | | | | |
|-------|---|--|-------------|-------------|-------------|-------------|
| 50.00 | Postage | | - | - | - | - |
| 51.00 | Dues and Subscriptions | | - | - | - | - |
| 52.00 | Other - Capital Related Costs | | - | - | - | - |
| 53.00 | Contracted Services - MTS | | - | - | - | - |
| 54.00 | Contracted Services - MTS Billing | | - | - | - | - |
| 55.00 | Other- (Specify) | | - | - | - | - |
| 56.00 | Other- (Specify) | | - | - | - | - |
| 57.00 | Other- (Specify) | | - | - | - | - |
| | Total Administrative & General | | \$ - | \$ - | \$ - | \$ - |
| | Total Fire District / Agency | | \$ - | \$ - | \$ - | \$ - |

SCHEDULE 2 - MEDICAL TRANSPORTATION SERVICES (MTS) EXPENSE

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Line No. | Cost Center | General Ledger Account Number | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------|---|-------------------------------|-------------|--|---|--------------------------------------|--------------------------------------|
| | | | MTS Expense | Allocated Direct Service Cost Fr Sch 4, Col 5 | Total Reclassifications Fr Sch 6, Cols 4 & 7 | Total Adjustments Fr Sch 7, Col 1 | Total MTS Expense To Sch 1, Col 2 |
| Capital Related | | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | - | - |
| 3.00 | Depreciation - Equipment | | - | - | - | - | - |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | - | - |
| 5.00 | Leases and Rentals | | - | - | - | - | - |
| 6.00 | Property Taxes | | - | - | - | - | - |
| 7.00 | Property Insurance | | - | - | - | - | - |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | - | - |
| 9.00 | Other- (Specify) | | - | - | - | - | - |
| 10.00 | Other- (Specify) | | - | - | - | - | - |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Salaries | | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12.00 | Chief | | - | - | - | - | - |
| 13.00 | Non-MTS Salaries | | - | - | - | - | - |
| 14.00 | MTS Salaries | | - | - | - | - | - |
| 15.00 | Other- (Specify) | | - | - | - | - | - |
| 16.00 | Other- (Specify) | | - | - | - | - | - |
| 17.00 | Other- (Specify) | | - | - | - | - | - |
| 18.00 | Other- (Specify) | | - | - | - | - | - |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20.00 | Chief | | - | - | - | - | - |
| 21.00 | Non-MTS Salaries | | - | - | - | - | - |
| 22.00 | MTS Salaries | | - | - | - | - | - |
| 23.00 | Other- (Specify) | | - | - | - | - | - |
| 24.00 | Other- (Specify) | | - | - | - | - | - |
| 25.00 | Other- (Specify) | | - | - | - | - | - |
| 26.00 | Other- (Specify) | | - | - | - | - | - |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Capital Related, Salaries, and Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative and General | | | | | | | |
| 27.00 | Administrative | | \$ - | | \$ - | \$ - | \$ - |
| 28.00 | Legal | | - | | - | - | - |
| 29.00 | Accounting | | - | | - | - | - |
| 30.00 | Advertising | | - | | - | - | - |
| 31.00 | Consulting Expenses | | - | | - | - | - |
| 32.00 | Contracted Labor | | - | | - | - | - |
| 33.00 | Interest - Other | | - | | - | - | - |
| 34.00 | Training | | - | | - | - | - |
| 35.00 | General Insurance | | - | | - | - | - |
| 36.00 | Supplies | | - | | - | - | - |
| 37.00 | Bad Debt | | - | | - | - | - |
| 38.00 | Plant Operations and Maintenance | | - | | - | - | - |
| 39.00 | Housekeeping | | - | | - | - | - |
| 40.00 | Utilities | | - | | - | - | - |
| 41.00 | Medical Supplies | | - | | - | - | - |
| 42.00 | Minor Medical Equipment | | - | | - | - | - |
| 43.00 | Minor Equipment | | - | | - | - | - |
| 44.00 | Fines and Penalties | | - | | - | - | - |
| 45.00 | Fleet Maintenance | | - | | - | - | - |
| 46.00 | Communications | | - | | - | - | - |
| 47.00 | Recruit Academy | | - | | - | - | - |
| 48.00 | Dispatch Service | | - | | - | - | - |
| 49.00 | Logistics | | - | | - | - | - |
| 50.00 | Postage | | - | | - | - | - |

| | | | | | | | |
|-------|---|--|-------------|-------------|-------------|-------------|-------------|
| 51.00 | Dues and Subscriptions | | - | | - | - | - |
| 52.00 | Other - Capital Related Costs | | - | | - | - | - |
| 53.00 | Contracted Services - MTS | | - | | - | - | - |
| 54.00 | Contracted Services - MTS Billing | | - | | - | - | - |
| 55.00 | Other- (Specify) | | - | | - | - | - |
| 56.00 | Other- (Specify) | | - | | - | - | - |
| 57.00 | Other- (Specify) | | - | | - | - | - |
| | Total Administrative & General | | \$ - | | \$ - | \$ - | \$ - |
| | | | | | | | |
| | Total Fire District / Agency | | \$ - | \$ - | \$ - | \$ - | \$ - |

(A) REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

(B) REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 3 - NON-MTS EXPENSE

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Line No. | Cost Center | General Ledger Account Number | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------|---|-------------------------------|-----------------|---|---|--------------------------------------|--|
| | | | NON-MTS Expense | Allocated Direct Service Costs Fr Sch 4, Col 6 | Total Reclassifications Fr Sch 6, Cols 4 & 7 | Total Adjustments Fr Sch 7, Col 1 | Total NON-MTS Expense To Sch 1, Col 3 |
| Capital Related | | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | - | - |
| 3.00 | Depreciation - Equipment | | - | - | - | - | - |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | - | - |
| 5.00 | Leases and Rentals | | - | - | - | - | - |
| 6.00 | Property Taxes | | - | - | - | - | - |
| 7.00 | Property Insurance | | - | - | - | - | - |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | - | - |
| 9.00 | Other- (Specify) | | - | - | - | - | - |
| 10.00 | Other- (Specify) | | - | - | - | - | - |
| | Total Capital Related (Lines 1.00 thru 10.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Salaries | | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12.00 | Chief | | - | - | - | - | - |
| 13.00 | Non-MTS Salaries | | - | - | - | - | - |
| 14.00 | MTS Salaries | | - | - | - | - | - |
| 15.00 | Other- (Specify) | | - | - | - | - | - |
| 16.00 | Other- (Specify) | | - | - | - | - | - |
| 17.00 | Other- (Specify) | | - | - | - | - | - |
| 18.00 | Other- (Specify) | | - | - | - | - | - |
| | Subtotal Salaries (Lines 11.00 thru 18.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20.00 | Chief | | - | - | - | - | - |
| 21.00 | Non-MTS Salaries | | - | - | - | - | - |
| 22.00 | MTS Salaries | | - | - | - | - | - |
| 23.00 | Other- (Specify) | | - | - | - | - | - |
| 24.00 | Other- (Specify) | | - | - | - | - | - |
| 25.00 | Other- (Specify) | | - | - | - | - | - |
| 26.00 | Other- (Specify) | | - | - | - | - | - |
| | Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Salaries & Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Capital Related, Salaries, and Fringe Benefits | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative and General | | | | | | | |
| 27.00 | Administrative | | \$ - | | \$ - | \$ - | \$ - |
| 28.00 | Legal | | - | | - | - | - |
| 29.00 | Accounting | | - | | - | - | - |
| 30.00 | Advertising | | - | | - | - | - |
| 31.00 | Consulting Expenses | | - | | - | - | - |
| 32.00 | Contracted Labor | | - | | - | - | - |
| 33.00 | Interest - Other | | - | | - | - | - |
| 34.00 | Training | | - | | - | - | - |
| 35.00 | General Insurance | | - | | - | - | - |
| 36.00 | Supplies | | - | | - | - | - |
| 37.00 | Bad Debt | | - | | - | - | - |
| 38.00 | Plant Operations and Maintenance | | - | | - | - | - |
| 39.00 | Housekeeping | | - | | - | - | - |
| 40.00 | Utilities | | - | | - | - | - |
| 41.00 | Medical Supplies | | - | | - | - | - |
| 42.00 | Minor Medical Equipment | | - | | - | - | - |
| 43.00 | Minor Equipment | | - | | - | - | - |
| 44.00 | Fines and Penalties | | - | | - | - | - |
| 45.00 | Fleet Maintenance | | - | | - | - | - |
| 46.00 | Communications | | - | | - | - | - |
| 47.00 | Recruit Academy | | - | | - | - | - |
| 48.00 | Dispatch Service | | - | | - | - | - |
| 49.00 | Logistics | | - | | - | - | - |
| 50.00 | Postage | | - | | - | - | - |
| 51.00 | Dues and Subscriptions | | - | | - | - | - |
| 52.00 | Other - Capital Related Costs | | - | | - | - | - |
| 53.00 | Contracted Services - MTS | | - | | - | - | - |
| 54.00 | Contracted Services - MTS Billing | | - | | - | - | - |
| 55.00 | Other- (Specify) | | - | | - | - | - |
| 56.00 | Other- (Specify) | | - | | - | - | - |

| | | | | | | | |
|-------|---|--|------|------|------|------|------|
| 57.00 | Other- (Specify) | | - | - | - | - | - |
| | Total Administrative & General | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total Fire District / Agency | | \$ - | \$ - | \$ - | \$ - | \$ - |

- (A) REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
- (B) REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 4 - ALLOCATION OF CAPITAL RELATED AND SALARIES & BENEFITS (CRSB) EXPENSE

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Line No. | Cost Center | General Ledger Account Number | 1 Expense to be Apportioned | 2 Total Reclassifications (A) Fr Sch 6, Cols 4 & 7 | 3 Total Adjustments (B) Fr Sch 7, Col 1 | 4 Net Expense to be Apportioned | 5 MTS Allocation 0.00% | 6 NON-MTS Allocation 0.00% |
|--|---|-------------------------------|--------------------------------|--|---|------------------------------------|------------------------------|----------------------------------|
| Capital Related | | | | | | | | |
| 1.00 | Depreciation - Buildings and Improvements | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.00 | Depreciation - Leasehold Improvements | | - | - | - | - | - | - |
| 3.00 | Depreciation - Equipment | | - | - | - | - | - | - |
| 4.00 | Depreciation and Amortization - Other | | - | - | - | - | - | - |
| 5.00 | Leases and Rentals | | - | - | - | - | - | - |
| 6.00 | Property Taxes | | - | - | - | - | - | - |
| 7.00 | Property Insurance | | - | - | - | - | - | - |
| 8.00 | Interest - Property, Plant, and Equipment | | - | - | - | - | - | - |
| 9.00 | Other- (Specify) | | - | - | - | - | - | - |
| 10.00 | Other- (Specify) | | - | - | - | - | - | - |
| Total Capital Related (Lines 1.00 thru 10.00) | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Description | Square Ft | Factor |
|--|-----------|--------------|
| MTS Square Footage | - | 0.00% |
| Non-MTS Square Footage | - | 0.00% |
| Total Square Feet to be Apportioned | - | 0.00% |

| Line No. | Cost Center | Account Number | 1 Expense to be Apportioned | 2 Total Reclassifications Fr Sch 6, Cols 4 & 7 | 3 Total Adjustments Fr Sch 7, Col 1 | 4 Net Expense to be Apportioned | 5 MTS Allocation 0.00% | 6 NON-MTS Allocation 0.00% |
|--|----------------------|----------------|--------------------------------|--|---|------------------------------------|------------------------------|----------------------------------|
| Salaries | | | | | | | | |
| 11.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12.00 | Chief | | - | - | - | - | - | - |
| 13.00 | Non-MTS Salaries | | - | - | - | - | - | - |
| 14.00 | MTS Salaries | | - | - | - | - | - | - |
| 15.00 | Other- (Specify) | | - | - | - | - | - | - |
| 16.00 | Other- (Specify) | | - | - | - | - | - | - |
| 17.00 | Other- (Specify) | | - | - | - | - | - | - |
| 18.00 | Other- (Specify) | | - | - | - | - | - | - |
| Subtotal Salaries (Lines 11.00 thru 18.00) | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | | | | | | | | |
| 19.00 | Administrative Chief | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20.00 | Chief | | - | - | - | - | - | - |
| 21.00 | Non-MTS Salaries | | - | - | - | - | - | - |
| 22.00 | MTS Salaries | | - | - | - | - | - | - |
| 23.00 | Other- (Specify) | | - | - | - | - | - | - |
| 24.00 | Other- (Specify) | | - | - | - | - | - | - |
| 25.00 | Other- (Specify) | | - | - | - | - | - | - |
| 26.00 | Other- (Specify) | | - | - | - | - | - | - |
| Subtotal Fringe Benefits (Lines 19.00 thru 26.00) | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Salaries & Fringe Benefits | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Description | Total Hrs | Factor |
|--------------------------------------|-----------|--------------|
| Hours Logged for MTS Duty | - | 0.00% |
| Hours Logged for NON-MTS Duty | - | 0.00% |
| Total Hours to be Apportioned | - | 0.00% |

(A) REMINDER THAT THE AMOUNTS FROM SCH 6, COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
(B) REMINDER THAT THE AMOUNTS FROM SCH 7, COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 5 - ALLOCATION OF ADMINISTRATION & GENERAL

Fire Department / Agency Name: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Line No. | Cost Center | General Ledger Account Number | 1 Expense to be Apportioned ** See Note Below | 2 Total Reclassifications Fr Sch 6, Cols 4 & 7 | 3 Total Adjustments Fr Sch 7, Col 1 | 4 Net Expense to be Apportioned | 5 MTS Allocation 0.00% | 6 NON-MTS Allocation 0.00% |
|-----------------------------------|---|-------------------------------|---|--|---|------------------------------------|----------------------------------|--------------------------------------|
| Administrative and General | | | | | | | | |
| 27.00 | Administrative | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 28.00 | Legal | | | | | | | |
| 29.00 | Accounting | | | | | | | |
| 30.00 | Advertising | | | | | | | |
| 31.00 | Consulting Expenses | | | | | | | |
| 32.00 | Contracted Labor | | | | | | | |
| 33.00 | Interest - Other | | | | | | | |
| 34.00 | Training | | | | | | | |
| 35.00 | General Insurance | | | | | | | |
| 36.00 | Supplies | | | | | | | |
| 37.00 | Bad Debt | | | | | | | |
| 38.00 | Plant Operations and Maintenance | | | | | | | |
| 39.00 | Housekeeping | | | | | | | |
| 40.00 | Utilities | | | | | | | |
| 41.00 | Medical Supplies | | | | | | | |
| 42.00 | Minor Medical Equipment | | | | | | | |
| 43.00 | Minor Equipment | | | | | | | |
| 44.00 | Fines and Penalties | | | | | | | |
| 45.00 | Fleet Maintenance | | | | | | | |
| 46.00 | Communications | | | | | | | |
| 47.00 | Recruit Academy | | | | | | | |
| 48.00 | Dispatch Service | | | | | | | |
| 49.00 | Logistics | | | | | | | |
| 50.00 | Postage | | | | | | | |
| 51.00 | Dues and Subscriptions | | | | | | | |
| 52.00 | Other - Capital Related Costs | | | | | | | |
| 53.00 | Contracted Services - MTS | | | | | | | |
| 54.00 | Contracted Services - MTS Billing | | | | | | | |
| 55.00 | Other- (Specify) | | | | | | | |
| 56.00 | Other- (Specify) | | | | | | | |
| 57.00 | Other- (Specify) | | | | | | | |
| | Total Administrative & General | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

-- If an Indirect Cost Factor is being applied on W/S 9, the Administration & General cost allocation will not be applied.

- (A) REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
- (B) REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

Selection of Allocation Statistic:

Any variation of the allocation statistic must be approved prior to implementation and documentation MUST be readily available for review.

| Description | Accumulated Expense | Factor |
|--|---------------------|--------|
| Accumulated Cost of MTS Services (from Sch 2, Col 5) | \$ - | 0.00% |
| Accumulated Cost of NON-MTS Services (from Sch 3, Col 5) | \$ - | 0.00% |
| Total Accumulated Cost of MTS and NON-MTS Services | \$ - | 0.00% |

SCHEDULE 6 - RECLASSIFICATION OF EXPENSES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| EXPLANATION OF ENTRY | Code | INCREASE | | | | DECREASE | | | |
|--|------|-------------|-------------|----------|-------------|-------------|-------------|----------|-------------|
| | | Cost Center | Line Number | Schedule | Amount | Cost Center | Line Number | Schedule | Amount |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1. | | | | | \$ - | | | | \$ - |
| 2. | | | | | - | | | | - |
| 3. | | | | | - | | | | - |
| 4. | | | | | - | | | | - |
| 5. | | | | | - | | | | - |
| 6. | | | | | - | | | | - |
| 7. | | | | | - | | | | - |
| 8. | | | | | - | | | | - |
| 9. | | | | | - | | | | - |
| 10. | | | | | - | | | | - |
| 11. | | | | | - | | | | - |
| 12. | | | | | - | | | | - |
| 13. | | | | | - | | | | - |
| 14. | | | | | - | | | | - |
| 15. | | | | | - | | | | - |
| 16. | | | | | - | | | | - |
| 17. | | | | | - | | | | - |
| 18. | | | | | - | | | | - |
| 19. | | | | | - | | | | - |
| 20. | | | | | - | | | | - |
| 21. | | | | | - | | | | - |
| 22. | | | | | - | | | | - |
| 23. | | | | | - | | | | - |
| 24. | | | | | - | | | | - |
| 25. | | | | | - | | | | - |
| 26. | | | | | - | | | | - |
| 27. | | | | | - | | | | - |
| 28. | | | | | - | | | | - |
| 29. | | | | | - | | | | - |
| 30. | | | | | - | | | | - |
| 31. | | | | | - | | | | - |
| 32. | | | | | - | | | | - |
| 33. | | | | | - | | | | - |
| 34. | | | | | - | | | | - |
| 35. | | | | | - | | | | - |
| 36. | | | | | - | | | | - |
| 37. | | | | | - | | | | - |
| 38. | | | | | - | | | | - |
| 39. | | | | | - | | | | - |
| 40. | | | | | - | | | | - |
| 41. | | | | | - | | | | - |
| 42. | | | | | - | | | | - |
| 43. | | | | | - | | | | - |
| 44. | | | | | - | | | | - |
| 45. | | | | | - | | | | - |
| 46. | | | | | - | | | | - |
| 47. | | | | | - | | | | - |
| 48. | | | | | - | | | | - |
| 49. | | | | | - | | | | - |
| 50. | | | | | - | | | | - |
| 51. | | | | | - | | | | - |
| 52. | | | | | - | | | | - |
| 53. | | | | | - | | | | - |
| 54. | | | | | - | | | | - |
| 55. | | | | | - | | | | - |
| 56. | | | | | - | | | | - |
| 57. | | | | | - | | | | - |
| 58. | | | | | - | | | | - |
| 59. | | | | | - | | | | - |
| 60. | | | | | - | | | | - |
| Total Reclassifications (Col. 4 & 7 must equal) | | | | | \$ - | | | | \$ - |

Column 1: Use sequential lettering system to identify individual reclassifications; i.e. A. B. C...
Column 4 and Column 7: Transfer amounts to applicable Worksheets 2, 3, or 4 Column 6 or Worksheet 5, Column 2 on the line numbers as appropriate.

SCHEDULE 7 - ADJUSTMENTS TO EXPENSES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| Description | Basis for Adjustment (A or B) | Amount Increase / (Decrease) | Cost Center | Schedule | C/R Line No. |
|--------------|-------------------------------|------------------------------|-------------|----------|--------------|
| | 1 | 2 | | | |
| 1. | | \$ - | | | |
| 2. | | - | | | |
| 3. | | - | | | |
| 4. | | - | | | |
| 5. | | - | | | |
| 6. | | - | | | |
| 7. | | - | | | |
| 8. | | - | | | |
| 9. | | - | | | |
| 10. | | - | | | |
| 11. | | - | | | |
| 12. | | - | | | |
| 13. | | - | | | |
| 14. | | - | | | |
| 15. | | - | | | |
| 16. | | - | | | |
| 17. | | - | | | |
| 18. | | - | | | |
| 19. | | - | | | |
| 20. | | - | | | |
| 21. | | - | | | |
| 22. | | - | | | |
| 23. | | - | | | |
| 24. | | - | | | |
| 25. | | - | | | |
| 26. | | - | | | |
| 27. | | - | | | |
| 28. | | - | | | |
| 29. | | - | | | |
| 30. | | - | | | |
| Total | | \$ - | | | |

Basis for Adjustment

A = Cost (if cost, including applicable overhead, can be determined)
B = Amount received (if cost cannot be determined)

Amount

Transfer to Applicable Worksheets (2, 3 & 4), and applicable Column line number as appropriate.

Cost Center and Line Number

From expense classifications on Worksheet 1 to which the amount is to be added or from which amount is to be deducted.

SCHEDULE 8 - REVENUE / FUNDING SOURCES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| A | 1 | 2 | 3 | 4 | 5 | 6 |
|----------|---|-----------------------------|-------------------------------|----------------------------|-------------------------|--------------|
| | | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| | MEDICAID FEE FOR SERVICE (FFS) REVENUE FROM TRANSPORTS | July 1 through September 30 | October 1 through December 31 | January 1 through March 31 | April 1 through June 30 | Total |
| 1. | Medicaid Fee for Service | | | | | \$ - |
| 2. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 3. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 4. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 5. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| 6. | Medicaid Fee for Service Other - (Specify) * | | | | | - |
| | Total Medicaid FFS Revenue from Transports (To Sch 9, Line 13) | \$ - | \$ - | \$ - | \$ - | \$ - |
| B | 1 | 2 | 3 | 4 | 5 | 6 |
| | | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| | OTHER MEDICAID REVENUE FROM TRANSPORTS | July 1 through September 30 | October 1 through December 31 | January 1 through March 31 | April 1 through June 30 | Total |
| 7. | Medicaid Managed Care | | | | | - |
| 8. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 9. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 10. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 11. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| 12. | Medicaid Managed Care Other - (Specify) ** | | | | | - |
| | Total Other Revenue from Medicaid Managed Care Transports | \$ - | \$ - | \$ - | \$ - | \$ - |
| C | 1 | | | 2 | 3 | 4 |
| | OTHER REVENUE / FUNDING SOURCES | | | MTS | NON-MTS | Total |
| 13. | | | | | | \$ - |
| 14. | | | | | | - |
| 15. | | | | | | - |
| 16. | | | | | | - |
| 17. | | | | | | - |
| 18. | | | | | | - |
| 19. | | | | | | - |
| 20. | | | | | | - |
| 21. | | | | | | - |
| 22. | | | | | | - |
| 23. | | | | | | - |
| 24. | | | | | | - |
| 25. | | | | | | - |
| 26. | | | | | | - |
| 27. | | | | | | - |
| 28. | | | | | | - |
| 29. | | | | | | - |
| 30. | | | | | | - |
| 31. | | | | | | - |
| 32. | | | | | | - |
| 33. | | | | | | - |
| 34. | | | | | | - |
| 35. | | | | | | - |
| 36. | | | | | | - |
| 37. | | | | | | - |
| 38. | | | | | | - |
| 39. | | | | | | - |
| 40. | | | | | | - |
| | Total Other Revenue | | | \$ - | \$ - | \$ - |
| | GRAND TOTAL [a+b+c] | | | \$ - | \$ - | \$ - |

Note: * Line 1 through 6 - Enter payments for FFS transports received from Medicaid. (i.e. Share of Cost, Other Health Care, Deductibles, etc.)
 ** Lines 7 through 12 - Enter Medicaid Managed Care revenue from transports Medicaid Managed Care, Medicaid Managed Care other, Other Health Care, Deductibles, etc.
 Lines 13 through 40 - Enter other Revenues received and list the funding sources not identified on lines 1 through 12.

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

| | | Average Cost per EMT Service | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------|--|---|-----------------|-------|--|--|-------------|--|-------|--|--|--------------|-----------------|--|-------|-----------------------------|--|--|--|-------|-------------------------------|--|--|--|-------|----------------------------|--|--|--|-------|-------------------------|--|--|--|--|--|---|---|---|
| 1. | Cost of MTS Services (from Sch 2) | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) (A) | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | If no, please enter the total cost to be used for calculating the Indirect Cost | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Indirect Cost Factor Percentage (please see notes below) | 0.00% | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Administration & General Allocation from Sch 5 (B) | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Administration & General to be included | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Grand Total of MTS Expense (Sum lines 1 thru 4) | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Number of MTS Transports | <table border="1"> <thead> <tr> <th colspan="2"></th> <th colspan="2">FL Medicaid</th> <th>Other</th> </tr> <tr> <th colspan="2"></th> <th>Managed Care</th> <th>Fee for Service</th> <th></th> </tr> </thead> <tbody> <tr> <td>Qtr 1</td> <td>July 1 through September 30</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Qtr 2</td> <td>October 1 through December 31</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Qtr 3</td> <td>January 1 through March 31</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Qtr 4</td> <td>April 1 through June 30</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table> | | | | | FL Medicaid | | Other | | | Managed Care | Fee for Service | | Qtr 1 | July 1 through September 30 | | | | Qtr 2 | October 1 through December 31 | | | | Qtr 3 | January 1 through March 31 | | | | Qtr 4 | April 1 through June 30 | | | | | | 0 | 0 | 0 |
| | | FL Medicaid | | Other | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Managed Care | Fee for Service | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Qtr 1 | July 1 through September 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Qtr 2 | October 1 through December 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Qtr 3 | January 1 through March 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Qtr 4 | April 1 through June 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Average Cost per MTS Transports (Line 7/Line 8) | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Average Cost per EMT Service | | | | | |
|------------------------------|--|-------------------------------|----------------------------|-------------------------|--------|
| | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Totals |
| | July 1 through September 30 | October 1 through December 31 | January 1 through March 31 | April 1 through June 30 | |
| 10. | Total No. of Medicaid Fee for Service EMT Transports | 0 | 0 | 0 | 0 |
| 11. | Total Cost of Medicaid EMT Transports (Line 9 x Line 10) | \$ - | \$ - | \$ - | \$ - |
| 12. | Less Total Medicaid Revenue from Transports (Fr Sch 8) | \$ - | \$ - | \$ - | \$ - |
| 13. | Net Cost of Transports | \$ - | \$ - | \$ - | \$ - |
| 14. | Non Federal Share Reduction | \$ - | \$ - | \$ - | \$ - |
| 15. | Net Federal Participation Amount (FMAP = 61.47%) | \$ - | \$ - | \$ - | \$ - |

- (A) If the percentage-based indirect cost factor is elected, review SPA 15-014, Section C, Paragraph 1.b. and submit supporting documentation with the cost report submission.
- (B) In most cases, when an Indirect Cost Factor is being applied, there should be no Administration & General cost allocated.

SCHEDULE 10 - NOTES

Fire Department / Agency: 0
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

Please identify all contracting arrangements noted on Schedules 1, 2, and 3.

| Sch | Line | Contract Arrangements | Amount |
|-----|------|-----------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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Please identify the statistical basis for allocation on Schedules 4 and 5.

| Sch | Line | Allocation Basis | Amount |
|-----|------|------------------|--------|
| | | | |
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If any schedules were left blank, please explain why.

| Sch | Explanation |
|-----|-------------|
| | |
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| | |
| | |

EXHIBIT F
BUSINESS ASSOCIATE
TERMS AND CONDITIONS

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164, as amended by Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5). In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, or the Red Flag Rules (16 C.F.R. § 681.1 and applicable to creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. § 1681s(a)(1)), the HIPAA Privacy and Security Rules and the Red Flag Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules or the Red Flag Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules or the Red Flag Rules, the provisions of this Agreement shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The terms "Business Associate" means the CONSULTANT.

The term "Covered Entity" means the COUNTY.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Red Flag Rules" refers to the provisions found at 16 C.F.R. § 681.1 as applicable to financial institutions and creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. § 1681s(a)(1) and the Covered Entity's adopted Red Flag Policy. In the event of any discrepancy between the Covered Entity's Red Flag Policy and the Red Flag Rules, the most restrictive provisions shall control.

The term "Red Flag" has the same meaning as provided within 16 C.F.R. § 681.1(b)(9) and means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Specifically, Business Associate will:

1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of Protected Health Information or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of The Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules and the Red Flag Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

p. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

q. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

r. Business Associate acknowledges that in the event Business Associate violates subsections(k),(l) or (m) hereof, the provisions of section 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner as such provisions apply to Covered Entity.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach;

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

6. contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. WARRANTIES OF BUSINESS ASSOCIATE

Business Associate warrants:

a. That its internal practices, policies, and records relating to the use and disclosure of Protected Health Information will comply with the HIPAA Privacy and Security Rules; and

b. That it will train all of its employees, agents, representatives, and subcontractors on the network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules and the Red Flag Rules prior to permitting such employees, agents, representatives, and subcontractors to be present at any Covered Entity facility and/or to access Covered Entity's computer network(s).

VI. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VII. REQUIRED COMPLIANCE WITH RED FLAG RULES AND RED FLAG POLICY

In the event that Business Associate is engaged to perform an activity in connection with any "covered account" as defined in 16 C.F.R. § 681.1 (as applicable to Covered Entity as a "creditor" and therefore to Business Associate as a "service provider" providing any service to Covered Entity), Business Associate agrees to: (i) fully adopt and comply with the Red Flag Rules. Business Associate will provide the Covered Entity billing details to apply to the COUNTY Red Flag Policy currently in effect and as may be promulgated in the future; (ii) adopt a Red Flag program that is compliant with federal regulations as promulgated in 16 C.F.R. § 681.1; and (iii) take all necessary and appropriate steps to ensure that its activities undertaken as a part of this Agreement are conducted in accordance with the Red Flag Rules, the COUNTY Red Flag Policy, and its Red Flag program, including, without limitation,

ensuring the adoption of and continued compliance with detecting any Red Flag that may arise during the term of this Agreement, reporting any such Red Flag to Covered Entity, and taking any such further steps as may be necessary to prevent or mitigate identity theft.

VIII. TERMINATION

a. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of the Agreement between the COUNTY and CONSULTANT or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

b. Survival. The obligations of Business Associate under Section VIII(a) hereof shall survive the expiration, termination, or cancellation of the Agreement, the Agreements, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. Amendment. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules or Red Flag Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules, the Health Insurance Portability and Accountability Act, and the Red Flag Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation including, but not limited to, the Red Flag Rules, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules, the Red Flag Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other party.

d. Ownership of Information. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Agreement or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

e. Right to Injunctive Relief. Business Associate expressly acknowledges and agrees that the breach, threatened breach, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled

to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.