

CS-23-060

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3562

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: FIRE RESCUE Contact Person: SCOTT TITTLE  
 Telephone: (904) 753-1391 Email: TTITTLE@NASSAUCOUNTYFL.COM

**SECTION 2 - VENDOR INFORMATION**  
 Name: PUBLIC CONSULTING GROUP LLC  
 Address: 148 STATE STREET, 10TH FLOOR  
 City: BOSTON State: MA Zip Code: 02109  
 Vendor's Administrator Name: SARAH DICICCO Title: SENIOR CONSULTANT  
 Telephone: \_\_\_\_\_ Email: SDICICCO@PCGUS.COM

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: WILLIAM MOSAKOWSKI  
 Authorized Signatory Email: WMOSAKOWSKI@PCGUS.COM  
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR, OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: GROUND AMBULANCE DATA COLLECTION SYSTEM  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: COLLECT AND REPORT EXPENDITURES, REVENUES, UTILIZATION, AND OTHER DATA  
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  
 Single Source  Other Date fully executed - 6/30/26  
 Total Amount of Contract: \$35,000.00 THIRTY-FIVE THOUSAND DOLLARS (Estimate if necessary)  
 Account Number: 04223522 & 04201526-531000 23/24 WILL BE PAID FROM 22/23 FUNDS PER  
 Source of Funds:  County  State  Federal  Other: CHRIS LACAMBRA  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: \_\_\_\_\_  
 Risk Manager Initials: AM 11/8/2023

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Increased Amount to Existing Contract: \_\_\_\_\_ (if any) Total with Amended Amount: \_\_\_\_\_  
 Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

BA  
11/16/2023

1. [Signature] 8-23-23  
 Department Head/Contract Manager Date

3. [Signature] 11/13/2023  
 Procurement Date  
 (Signature required only if procurement related) 11/21/2023

U  
11/16/2023  
Chris Lacambra 11/8/2023  
 Office of Mgmt. & Budget Date

4. Denise C. May 11/27/2023  
 County Attorney Date

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Popey AICP 11/27/2023  
 County Manager Date

11/27/2023

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**NASSAU COUNTY PIGGYBACK AGREEMENT**

**THIS NASSAU COUNTY PIGGYBACK AGREEMENT** (hereinafter “Agreement”) is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and Public Consulting Group, LLC., hereinafter called “Vendor”.

**WHEREAS**, the County requires the following goods and services: Ground Ambulance Data Collection; and

**WHEREAS**, the Vendor has previously entered into a Contract with Volusia County, Florida (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process for the same goods and services (hereinafter “Original Contract”), a copy of which is attached hereto and incorporated herein as “Exhibit A”; and

**WHEREAS**, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

**WHEREAS**, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of “Exhibit A”.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

**Exhibit A ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY**

**SECTION 3. Prices, Parties and Additional Terms and Conditions.**

**3.1** The Vendor shall be compensated in an amount not to exceed Thirty-Five Thousand dollars and 00/100 (\$35,000.00) in accordance with Exhibit “A.”

**3.2** All references to the Lead Contracting Agency in Exhibit "A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

**3.3** Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

**SECTION 4. Term of Agreement.**

**4.1** Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on September 8, 2024.

**SECTION 5. Termination for Default.**

**5.1** If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

**5.2** Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date 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; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records. **SECTION**

**6. Termination for Convenience.**

**6.1** The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 7. Public Records.**

**7.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 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 agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with



the information technology systems of the County.

- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:
  - (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
  - (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.
- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers

confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 8. E-Verify.**

**8.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**8.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

**8.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

**SECTION 9. Prompt Payment Act.**

**9.1** All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

**SECTION 10. Indemnity.**

**10.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

**SECTION 11. Notices.**

11.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Fire Chief Brady Rigdon

Address: 96160 Nassau Place

Yulee, FL, 32097

Telephone Number: 904-530-6000

E-mail Address: brigdon@nassaucountyfl.com

**SECTION 12. Fiscal Funding.**

12.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

**SECTION 13. Indemnification.**

13.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Agreement.

**SECTION 14. Insurance.**

14.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

14.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of

policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 15. Independent Vendor Status.**

15.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

15.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

**SECTION 16. Taxes, Liens, Licenses and Permits.**

16.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

16.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

16.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

**SECTION 17. Assignment.**

Contract Tracking No. CM3562

17.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

**SECTION 18. Compliance with Laws.**

18.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

**SECTION 19. Governing Law and Venue.**

19.1 This Agreement shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.

**SECTION 20. Severability.**

20.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

**NASSAU COUNTY, FLORIDA**

**Public Consulting Group, LLC.**

Taco E. Pope AICP  
By: Taco E. Pope  
Its: County Manager

11/27/2023  
Date

William Mosakowski <sup>WM</sup>  
By: William Mosakowski  
Its: President & CEO  
Address: 148 State St, 10<sup>th</sup> floor  
Boston, MA. 02109  
Date 11/16/2023 11/22/2023

Approved as to form by County Attorney

Denise C. May  
Denise C. May, County Attorney  
Date: 11/27/2023

EXHIBIT "A"



**AGREEMENT  
FOR  
PROFESSIONAL MEDICARE COST REPORTING  
CONSULTING SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

PUBLIC CONSULTING GROUP LLC

County of Volusia  
Purchasing & Contracts Division  
123 West Indiana Avenue, Suite 302  
DeLand, Florida 32720-4608  
386-736-5935

## AGREEMENT FOR PROFESSIONAL MEDICARE COST REPORTING CONSULTING SERVICES

This Agreement for Professional Medicare Cost Reporting Consulting Services (hereinafter "Agreement") made and entered by and between PUBLIC CONSULTING GROUP LLC, which is duly authorized to conduct business in the State of Florida, and whose principal place of business is located at 148 State Street, 10<sup>th</sup> Floor, Boston, MA 02109-2589 ("Consultant") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 ("County").

### RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified Consultant to provide Medicare Cost Reporting Consulting Services; and

WHEREAS, the County issued Request for Statement of Qualifications 21-SQ-119BB (the "RSQ") seeking a qualified firm to perform Medicare cost reporting and Medicaid reimbursement consulting services, and has received a response from the Consultant; and

WHEREAS, the County has determined that it is in the best interest of the County to award only the Medicare Cost Reporting portion of the solicitation; and

WHEREAS, the County has determined that Consultant is fully qualified to render the required service; and

WHEREAS, in reliance on Consultant's response to the RSQ, the County determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Consultant and County, the parties agree and stipulate as follows:

### 1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services (Exhibit A), third by the incorporated Fee Schedule (Exhibit B) and fourth by the Business Associate Agreement (Exhibit D). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

- 1.1. **Agreement:** This Agreement for Medicare cost reporting consulting services, including its articles, exhibits, addenda, and attachments.
- 1.2. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Consultant authorizing a modification or revision to one or more terms or conditions of this Agreement.
- 1.3. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Consultant, which is signed by the County and



Consultant authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.

- 1.4. **Compensation:** The amount paid by the County to Consultant for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to Consultant, under the terms of this Agreement, for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.5. **Consultant:** Public Consulting Group LLC, who is the contractor providing Services/Work pursuant to the Scope of Services under this Agreement to the County.
- 1.6. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.7. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.8. **County Project Manager:** The person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.9. **Deliverable(s):** The products or services provided through the Scope of Services for this Agreement including but not limited to: other services, reports, written documentation, training, systems or processes.
- 1.10. **Effective Date:** The date that this Agreement is fully executed by Consultant and the County.
- 1.11. **Key Personnel:** Consultant's personnel who are responsible for Consultant's day-to-day Project operations as described in Consultant's Proposal.
- 1.12. **Proposal:** The document submitted by Consultant in response to a formal solicitation (RSQ No. 21-SQ-119BB), which is used to determine if Consultant is highly qualified.
- 1.13. **Scope of Services:** The Services defined in this Agreement under the Scope of Services at (Exhibit A), which are hereby agreed to by the parties in writing, and which includes Consultant's responsibility for performing and complying with all incidental matters pertaining thereto.
- 1.14. **Services:** Those services defined in the Scope of Services to be performed by Consultant pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Consultant under the Agreement and pursuant to Exhibits A – D, attached hereto and made a part of this Agreement.
- 1.15. **State:** State of Florida.
- 1.16. **Subconsultant:** A third party other than a material man or laborer who enters into an Agreement with a Consultant for the performance of any part of the basic agreement.

1.17. **Warranty:** The warranty or warranties as set forth in this Agreement including any warranties required by State Law or regulation.

## 2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A – Scope of Services,

2.1.2 Exhibit B – Fee Schedule

2.1.3 Exhibit C – Insurance Requirements

2.1.4 Exhibit D – Business Associate Agreement

## 3 ORDER OF PRECEDENCE

3.1 If Consultant finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, the order of precedence, Consultant shall immediately call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Services affected thereby.

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics, Exhibit A – Scope of Services shall be controlling.

3.1.2 In the event of any conflicts or inconsistencies between Exhibit B – Fee Schedule and any exhibit in regard to the types of services to be provided under this Contract, Exhibit B – Fee Schedule shall be controlling.

3.1.3 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement, the Agreement shall be controlling.

4 **SCOPE OF SERVICES.** Consultant shall provide Services under this Agreement and act as Consultant to the County in accordance with the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Consultant shall provide Medicare cost reporting consulting services in accordance with the Scope of Services attached as Exhibit A.

4.2 **Performance Criteria:**

4.2.1 All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

- 4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional manner, in accordance with industry standards and to the satisfaction of the County.
- 4.2.3 **Changes to Scope of Services.** The County may, at any time, by written change order, make changes within the general Scope of Work to be performed under this Agreement; unless otherwise allowed by the County in the written change order, such changes to the Scope of Work (or Consultant's claim for adjustment, described below) shall not allow, permit, or excuse any delay in the performance of the Work. Except as otherwise stated herein, if any such change causes an increase or decrease in Consultant's cost of the Services or the time required for performance of the Services, the County may make an equitable adjustment by amending this Agreement and stating the equitable adjustment in such amendment. Determination of whether an increase or decrease in cost was caused by the change to the scope of work shall be in the County's sole discretion. Any claim by Consultant for adjustment under this article must be asserted in writing within thirty (30) days from the date of the County's notification to Consultant (whether made orally or in writing) of the change that caused the claim for adjustment; otherwise, the claim shall be deemed waived. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by the County. No additional Work shall be performed or extra materials purchased until a written Change Order has been approved by Consultant and County.
- 4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.
- 4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director, or such other proper authority pursuant to County policies and procedures, shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

## 5 RESPONSIBILITY OF CONSULTANT

- 5.1 Where questions exist as to the Scope of Services to be provided, Consultant shall promptly confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Consultant shall also include the following:
- 5.1.1 Consultant shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.2 Consultant covenants and agrees as follows:

- 5.1.2.1 That there are no obligations, commitments, or impediments of any kind that shall limit or prevent Consultant's performance of the Services.
- 5.1.2.2 That its allegations and representations regarding its special talent, training, and experience caused the County to select Consultant to be the prime professional;
- 5.1.2.3 That Consultant possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;
- 5.1.2.4 That Consultant shall adhere to the standard of care applicable to a consultant with the degree of skills and diligence normally employed by a licensed professional in its field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;
- 5.1.2.5 That Consultant shall provide any Project data, summaries, reports, or studies, pursuant to Subsection 5.1.2.4 above, accurately with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Consultant from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on Consultant's status as an industry professional in accepting such documentation.

5.2 **Supervision.** Subject to Subsection 5.1.2.4, Consultant shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Consultant shall hire, compensate, supervise, and terminate members of its work force, and Consultant shall direct and control the manner in which Services are performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Consultant shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or Subconsultants' wages or salaries. Benefits, if any, for Consultant's employees and/or Subconsultants shall be the responsibility of Consultant including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement. Further, Consultant shall be responsible for assuring the County that finished or completed Deliverables comply with the requirements of this Agreement and the Scope of Services contained therein.

5.3 **Assurance.** Subject to Subsection 5.1.2.4, Consultant gives the County its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of

Services shall be considered materially defective and constitute a breach of this Agreement.

- 5.4 **Accuracy of Reports / Summaries.** Consultant shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Consultant under this Agreement. Consultant shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Consultant including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances and statutes.
- 5.6 **Subconsultants.**
- 5.6.1 **Employment or Substitution of Subconsultants.** Consultant shall not employ any Subconsultant, other person, or organization of against whom the County may have reasonable objection, nor shall Consultant be required to employ any Subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any Subconsultant who has been accepted by the County without the County's approval.
- 5.6.2 **Disapproval of Subconsultants.** County's disapproval or requirement of removal or replacement of Consultant's employee or Subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or Subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 5.6.3 **Consultant Responsible for Subconsultants.** Consultant shall be fully responsible for all negligent acts and omissions of its Subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subconsultant, except as may otherwise be required by law. County may furnish to any Subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific Services done in accordance with the schedule of values.
- 5.6.4 **Subconsultants to Act Pursuant to this Agreement.** Consultant agrees to bind specifically every Subconsultant to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subconsultants or other outside associates employed in connection with this Agreement to comply fully with the terms and

conditions of this Agreement as such may apply to the Services being performed for Consultant.

## 6 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties, whichever is later, and shall terminate three (3) years from the Effective Date. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties and County Council approval.
- 6.2 The Services to be rendered by Consultant shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

## 7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** Consultant shall be paid Compensation for all Services. Compensation listed in Exhibit B – Fee Schedule constitutes complete payment for all Services rendered under this Agreement, including the cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit B – Fee Schedule. The County agrees to pay Consultant in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Consultant shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 7.3 **Reimbursable Expenses.** County's payment to Consultant pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Consultant shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.
- 7.4 **Payments.** Any payments shall be made in accordance with Exhibit B – Fee Schedule. The rates expressed in Exhibit B shall govern Compensation and provide for payments against specified Deliverables and performance.
- 7.4.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Consultant's Services, the County Project Manager is satisfied that the Services has been completed and Consultant has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to Consultant, indicating in writing the reasons for refusing to approve final payment. Subsequent to receiving a

returned invoice, Consultant will make the necessary corrections and resubmit the invoice and, if requested, provide explanation or substantiation for said invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Consultant, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.5 **Invoices.** Invoices or payment requests shall be addressed from Consultant and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Invoice Detail.** Consultant shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished and, if requested, provide substantiation for same. Invoices shall be in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

7.5.2 Consultant's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review Consultant's Invoice and supporting data and notify Consultant in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.5.3 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Consultant shall invoice County for all payments due Consultant under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

7.5.4 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.5.5 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Consultant has submitted an invoice of professional Services, Consultant shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice.

7.5.6 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

7.6 **Consultant's Continuing Obligations.** Consultant's obligation to perform Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the

Agreement: approval of any progress; final payment to Consultant; documentation confirming acceptance of the Services by the County; any payment by the County to Consultant under the Agreement; any act of acceptance by the County or any failure to do so; any correction of defective Services by the County.

- 7.7 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Consultant. The County shall not be obligated to pay Consultant under this Agreement beyond the date of termination except as set forth in this Agreement. County's obligation to pay Consultant is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

## 8 PAYMENT OF SUBCONSULTANTS

- 8.1 **Payment.** Consultant shall pay its Subconsultants and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Consultant agrees that if it withholds an amount as retainage from such Subconsultants or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.
- 8.2 **Indemnification as to Payment of Subconsultants.** Consultant shall save, defend, and hold the County harmless from any and all claims and actions from Consultant's Subconsultants for payment for Services and Deliverables provided by Subconsultants for Consultant under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any Subconsultant and the County or any obligation on the part of the County to pay or to see the payment of any moneys due any Subconsultant, except as may otherwise be required by law.

## 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Indemnification.** Consultant shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Consultant's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- 9.2 In all claims against the County, Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant, or its employees, agents, contractors, or Subconsultants.
- 9.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the



amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 10 INSURANCE

Consultant shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Consultant shall comply with all requirements of Exhibit C.

## 11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Consultant.
- 11.2 Consultant may terminate this Agreement upon at least two-hundred ten (210) days prior written notice to County.
- 11.3 Upon receipt of notice of termination by the County from Consultant or upon delivery of notice of termination from the County to Consultant, Consultant shall:
  - 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
  - 11.3.2 Inform the County, in writing, of the extent to which performance is completed.
  - 11.3.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
  - 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Consultant under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 - Agreement Price and Compensation, and this Article 11 - Termination, the County shall cause payments to be made to Consultant within forty five (45) days of receipt of invoice. Consultant shall invoice the County for any sums Consultant claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

- 11.6 If Consultant fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Consultant's unfinished Services. As such, County may apply unpaid Compensation due and owing to Consultant prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and Consultant herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

## 12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. Consultant and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) County Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the County) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Consultant's Representative	County Representative
10	Consultant's Project Manager	County's Project Manager
10	Consultant's Sr. Vice President	Director of Purchasing and Contracts
20	Consultant's COO or President	Deputy County Manager

12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

**13 COUNTY DATA**

13.1 Consultant agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Consultant agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Agreement, Consultant, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Consultant.

13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

#### 14 LOCAL GOVERNMENT REQUIREMENTS

14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Consultant with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

By entering into this Agreement, Consultant acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Consultant entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 Agreement term and following completion or termination of the Agreement if Consultant does not transfer the records to the County.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of Consultant or keep and maintain public records required by the County to perform the service. If Consultant transfers all public records to the County upon completion or termination of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion or termination of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify Consultant of such request, and Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Consultant shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes County to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Consultant agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.
- 14.4 **Compliance with Applicable Laws.** Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Consultant shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Consultant, its representatives, Subconsultants, professional associates, agents, servants or employees. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Consultant shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Consultant agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Consultant with prompt written notice with respect to any ADA deficiencies of which the County is aware and Consultant will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Consultant furnished or provided in connection with this Agreement, Consultant shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Consultant further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Consultant's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Consultant agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- 14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Consultant agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Consultant certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.8 **Equal Opportunity; Disadvantaged Business Enterprises.**

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**14.9 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions** This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Consultants shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

**14.10 Compliance with Federal E-Verify Regulations**

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Consultant on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subconsultant. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. The Consultant covenants and agrees that if the County has a good faith belief that Consultant has knowingly violated or if Consultant is found to have violated this Section 14.10; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates this Agreement in accordance with this Section 14.10, the Consultant shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.
- C. Any subcontract entered into by Consultant with any Subconsultant performing work under this Agreement shall include the following language: "The Subconsultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Consultant enters into a subcontract to perform work under this Agreement, Consultant shall require from said Subconsultant an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and Consultant shall maintain a copy of such affidavit for the duration of this Agreement and/or the contract with the Subconsultant, whichever is longer. Consultant acknowledges and agrees that if the County has a good faith belief that a Subconsultant knowingly violated this Section 3.37 or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Consultant otherwise complied with this Section 12.9 and applicable law, the County shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the Subconsultant. Failure to comply with said order shall constitute a violation of this Section 14.10 and the terms of Section 14.10.B shall apply.

**14.11 Scrutinized Companies-FL Statute Section 287.135 and 215.473.**

Consultant certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such

entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Consultant certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

Consultant understands and agrees that the County may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

## 15 MISCELLANEOUS PROVISIONS

15.1 **Independent Consultant.** Consultant shall provide the services required herein strictly in an independent contractor relationship with the County and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between Consultant and the County. The County shall not provide vehicles or equipment to Consultant to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Consultant is not exclusively bound to the County and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Consultant or for such entities will not conflict or otherwise interfere with Consultant's provision of Services to the County under this Agreement.

15.2 **Other Agencies.** Consultant may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.

It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Consultant.

15.3 **Third Party Beneficiaries.** Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise



provided in this Agreement.

- 15.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Consultant shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider Consultant to have waived any right to claims against the County concerning the Agreement.
  
- 15.5 **Safety.** Consultant shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Consultant shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Consultant shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of Consultant, Subconsultant, or supplier's failure to comply with the regulations.
  
- 15.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

<b>In the case of County:</b>	<b>with a copies of legal notices to:</b>
<b>County of Volusia</b> Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	<b>County of Volusia</b> Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
<b>In the case of Consultant:</b>	<b>with a copy of legal notices to:</b>
<b>Public Consulting Group LLC</b> Attn: Alissa Narode Assoc. Manager Address: 99 Washington Ave, Suite 1720 Albany, NY 12210 Phone: 617-426-2026	<b>Public Consulting Group LLC</b> Attn: Alissa Narode Assoc. Manager Address: 99 Washington Ave, Suite 1720 Albany, NY 12210 Phone: 617-426-2026

15.7 **Assignment.**

Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion, including, but not limited to, requiring Consultant or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article shall be by written Amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Agreement, Consultant shall provide the County

with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Consultant to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 15.8 **Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement. Consultant further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant agrees to require such Subconsultants, by written Agreement, to comply with the provisions of this section to the same extent as Consultant.
- 15.9 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to this Agreement. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Consultant shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Consultant shall, by written Agreement, require its Subconsultants to agree; (i) to the requirements and obligations of this Article 15.9 – Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Consultant's privacy and confidentiality policies and procedures. All audits must be performed at Consultant's home office in Boston, MA. Nothing in this Article 15.9 – Audit Right and Retention of Records shall require Consultant to violate any laws applicable to Consultant as a provider of Medicare cost reporting consulting services.
- 15.10 **Location of County Data.** Consultant shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 15.11 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services, and County must grant approval before any such initial personnel or change or substitution

can become effective. County agrees not to unreasonably withhold any such approval. Consultant shall, except as agreed by the parties, provide the key personnel as long as said staff are in Consultant's employment. In the event of injury, illness, or death of Consultant's key personnel, or if such key personnel leave Consultant's employ, Consultant shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Consultant shall obtain prior written approval of the County Project Manager to replace key personnel, such approval not to be unreasonably withheld. Consultant shall provide the County Project Manager with such information as necessary for County to evaluate the new key personnel. In the event the County Project Manager has reasonable objections to any replacement of key personnel, County shall notify Consultant in writing regarding such objections. Promptly after its receipt of such objections, Consultant shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Consultant shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Consultant shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Consultant to replace any key personnel under this Agreement, Consultant shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Consultant agrees, where reasonably possible, to provide County with at least thirty (30) days notice of changes to Consultant's Project team participants. Consultant agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.

15.12 **References to County or Consultant.** Consultant agrees that during the term of this Agreement, except as provided herein, Consultant may not reference County in Consultant's website, and/or press releases, and, may not place County's name or logo on Consultant's website or in collateral marketing materials relating to Consultant's products and Services without prior review and written approval by County. Further, Consultant agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Consultant's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

15.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 15.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 15.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.
- 15.14 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Consultant to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Consultant under the Code, County shall be entitled to retain all of its rights under this Agreement.
- 15.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 15.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Consultant elects to terminate this Agreement.
- 15.17 **Entire Agreement.** This Agreement contains the entire agreement between Consultant and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 15.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7<sup>th</sup> Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Consultant and the County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 15.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence,

conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## **16 ELECTRONIC SIGNATURES**

Vendor acknowledges that William S. Mosakowski, President and CEO (the “Authorized Signatory”) is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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17 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Medicare Cost Reporting Consulting Services on the date last written below.

Attest:

DocuSigned by:  
*Meghan Lindsey*  
4F4F826DE5724F4...

Meghan Lindsey  
Administrative Coordinator

Date: 9/9/2021 | 07:48:03 PDT

COUNTY OF VOLUNTA

DocuSigned by:  
*Suzanne Konchan*  
5014DA79B91E4A1...

BY: Suzanne Konchan  
Deputy County Manager

Date: 9/9/2021 | 07:24:29 PDT

Attest:

DocuSigned by:  
*Alissa Narode*  
EA2163BEFC9145E...

Alissa Narode  
Associate Manager

Date: 8/30/2021 | 09:25:58 PDT

TBD

DocuSigned by:  
*William Mosakowski*  
E1468818E195471...

BY: William S. Mosakowski  
President & CEO

Date: 8/27/2021 | 14:00:20 CDT

## **EXHIBIT A**

### **Medicare Cost Reporting Consulting Services**

#### **SCOPE OF SERVICES**

##### **2.0 Services to be Provided**

###### **A. Project Management**

1. The Consultant shall review all County materials, data and all required cost reports to ensure compliance with all state and federal reporting guidelines.
2. The Consultant shall keep the County informed of imminent changes related to all Medicare and Medicaid cost-reporting policies.
3. Beginning in 2021, ground ambulance providers and suppliers must submit Medicare cost reports. The Consultant shall provide the County any updates on this program, highlighting reporting requirements, as they become available. When selected to report, the Consultant shall provide Medicare cost-reporting services and audit assistance to meet reporting requirements.
4. Consultant shall consider all data provided as confidential information. Consultant shall not release any confidential information without prior written consent from the County. Consultant shall inform the County, according to Health Insurance Portability and Accountability Act (HIPAA) guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients. Consultant activities shall comply with the Standards for Privacy of Individually Identifiable Health Information, Health Insurance Reform Security Standards published by the HIPAA, and Gramm-Leach-Bliley Act (GLB) and Business Associate Agreement - Exhibit B.

###### **B. Medicare Cost Survey**

1. The Consultant shall conduct a preliminary preparedness study to ensure all required cost survey data is being captured by the County and municipalities within the County who perform transports under authority of the County by contract. The Consultant shall provide recommendations and help implement processes for collecting any missing information.
2. The Consultant shall complete the Medicare cost survey on the County's behalf which shall include preparation and audit of the Medicare cost survey and all necessary and required supporting documentation. This shall also include the final report and supporting documentation submission to the Center for Medicare and Medicaid Services (CMS).
3. The Consultant shall collect all data necessary from the County and municipalities within the County who perform transports under authority of the County by contract to complete the Medicare cost survey.

4. The Consultant shall provide detailed data analysis on expenditures assessment, unallowable costs adjustments, and utilization statistics verification.
5. The Consultant shall complete the Medicare cost survey development submission package on behalf of the County.
6. The Consultant shall provide all necessary federal audit support.
7. The Consultant shall provide full access to a web-based portal and training resources.

### **3.0 Additional Services**

If services are required, which are related to, but not included in the Scope of Services for the Medicare Cost Reporting Consulting Services, the County may request the Consultant to provide additional services. The County reserves the right to award additional similar services for, and updates to, the previously awarded Scope of Services. All additional services must be preapproved in writing through a written Amendment.





### Exhibit B - Fee Schedule

The fee shall remain firm and fixed for the term of the Agreement inclusive of all labor, material and out-of-pocket expenses. There shall be no reimbursable expenses paid by the County. This fees is inclusive of any subconsultants' fees and all subsequent extensions to the Agreement.

<b>Annual Flat Fee for Medicare Cost Reporting</b>	<b>\$35,000.00</b>
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### Hourly Rates

<b>Functional Title</b>	<b>Firm Fixed Hourly Rates</b>
Manager	\$310.00
Associate Manager	\$290.00
Senior Consultant	\$270.00
Consultant	\$225.00
Business Analyst	\$175.00
Operations Analyst	\$135.00
Subject Matter Expert	\$200.00

Hourly Rate section may be used for any additional services not know at the time of the solicitation.



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the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

- B. Subconsultants and Independent Contractors. All subconsultants & independent contractors utilized by Consultant to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Consultant in Figure 1 above and described below in this Exhibit.
- C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Consultant shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Consultant's purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall require the carrier immediately inform the Consultant, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- D. Risk Retention Groups and Pools. Consultant shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Consultant's insurance policies shall be that listed in *Figure 1* or the Consultant's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Consultant shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.
- G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.
- H. Workers' Compensation, Insurance. Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or

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provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Consultant is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Consultant is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

- i. Consultant and its Subconsultants, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Consultant's Subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant of the Consultant, the Consultant shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- I. Commercial General Liability Insurance. The Consultant shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Consultant shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Consultant's operations, independent Consultants, Subconsultants and "broad form" property damage coverages protecting itself, its employees, agents, Consultants or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant or by any of its Subconsultants arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Consultants, Property of County in

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Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Consultant to name another party as an additional insured, Consultant shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Consultant shall require its Subconsultants performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Consultant to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

- J. Motor Vehicle Liability. The Consultant shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with **"Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.
- K. Professional Liability. The Consultant shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Consultant's or its Subconsultant's professional liabilities whether occasioned by the Consultant or its Subconsultants, or its agents or employees [and broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

- L. Cyber Insurance. The Consultant shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, with coverage for (a) data breaches by the Consultant or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act

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of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012)); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Consultant's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

- M. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

**1. Insurance Requirements**

A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Consultant or its Subconsultants for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Consultant hereby waives all rights against the County and its Subconsultants for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Consultant shall require similar waivers from all its Subconsultants. Consultant's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Consultant, the County shall not be responsible or liable for paying

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deductibles for any claim arising out of or related to the Consultant's business or any Subconsultant performing work or services on behalf of the Consultant or for the Consultant's benefit under the Agreement.

- v. Cancellation Notices. During the term of the Agreement, Consultant shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles. Consultants that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.8 of RSQ #21-P-119BB, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Consultant. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Consultants with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Consultant may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- vii. Consultant's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

**2. Proof of Insurance**

- A. The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Consultant shall not commence work or provide any service until the Consultant has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and

**EXHIBIT C  
INSURANCE  
REQUIREMENTS**

**21-SQ-119BB**

Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

- C. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Section. No work or services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
  - D. The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate the Agreement but County has no obligation to renew any policies.
3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.



## HIPAA Business Associate Agreement

### 1. PREAMBLE AND DEFINITIONS.

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), the County of Volusia ("**Covered Entity**") and Public Consulting Group LLC, or any of its corporate affiliates ("**Business Associate**"), a Delaware Limited Liability Company, enter into this Business Associate Agreement ("**BAA**") as of the earlier of the effective date of the Underlying Agreement (as defined below) or the date of full execution of this BAA (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in **MEDICARE COST REPORTING & MEDICAID REIMBURSEMENT CONSULTING SERVICES** (the "**Underlying Agreement**").

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

### 2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within 20 calendar days of "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees to charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4).

(c) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive

an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment, and health care operations," in accordance with the Privacy Rule.

3.2 Business Associate may use or disclose PHI as Required By Law.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI: Consistent with Covered Entity's Minimum Necessary policies and procedures.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

### **4. OBLIGATIONS OF COVERED ENTITY.**

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or

limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

## 5. COMPLIANCE WITH SECURITY RULE.

5.1 Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

## 6. INDEMNIFICATION.

The parties agree and acknowledge that except as set forth herein, the indemnification obligations contained under the Underlying Agreement shall govern each party's performance under this BAA.

## 7. TERM AND TERMINATION.

7.1 This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 7.2.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.

7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed 10 days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

7.3 Upon termination of this BAA for any reason, the parties agree that:

Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above which applied prior to termination.

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

## 8. MISCELLANEOUS.

8.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

8.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.3 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

8.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

8.8 **Sovereign Immunity.** To the extent permissible by law, the Covered Entity expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any article of this BAA to the contrary, nothing in this BAA shall be deemed as a waiver of the Covered Entity's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Covered Entity for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Covered Entity, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the last date indicated below:

Attest:

COUNTY OF VOLUSIA

DocuSigned by:  
*Meghan Lindsey*  
4F4F826DE5724F4

DocuSigned by:  
*Suzanne Konchan*  
5014DA79B91E4A1

Meghan Lindsey  
Administrative Coordinator

BY: Suzanne Konchan  
Deputy County Manager

Date: 9/9/2021 | 07:48:03 PDT

Date: 9/9/2021 | 07:24:29 PDT

Attest:

TBD

DocuSigned by:  
*Alissa Narode*  
FA21638EFC9145F

DocuSigned by:  
*William Mosakowski*  
F1460818E195471...

Alissa Narode  
Associate Manager

BY: William S. Mosakowski  
President & CEO

Date: 8/30/2021 | 09:25:58 PDT

Date: 8/27/2021 | 14:00:20 CDT





***BUSINESS SERVICES  
Purchasing and Contracts***

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608  
Phone: 386-736-5935 • Fax: 386-736-5972  
E-mail: [purchasing@volusia.org](mailto:purchasing@volusia.org) Web: [www.volusia.org](http://www.volusia.org)

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***Submittal Due Date***  
***Wednesday, June 16, 2021***

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***Submittal Due Time***  
***3:00 p.m., EST***

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***Submit Responses To:***  
County of Volusia via Negometrix  
As detailed in Section 3.4, Delivery  
of Proposals.

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***Project Contact***  
Rebecca Bishop, Sr. Procurement Analyst  
Phone: 386-822-5764 • Fax: 386-736-5972  
E-mail: [Rbishop@volusia.org](mailto:Rbishop@volusia.org)  
[www.volusia.org/bidlist](http://www.volusia.org/bidlist)

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<p style="text-align: center;"><b>21-SQ-119BB</b> <b>Medicare Cost Reporting and</b> <b>Medicaid Reimbursement Consulting Services</b></p>
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Proposals will be accepted via Negometrix, as detailed in Section 3.4, **until 3:00 p.m. on Wednesday, June 16, 2021.** Submittals received after this deadline **will not** be considered for award.

**1.0 PURPOSE & OVERVIEW**

The purpose of this request for statement of qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. It is anticipated that one firm will be awarded a basic agreement to provide the necessary services for a period of three (3) years, however the County reserves the right to award to more than one firm. Two, one-year renewals may be allowable upon mutual agreement between the awarded Consultant and the County and as approved by the Volusia County Council.

**1.1 Background**

County of Volusia, hereinafter referred to as the County, is contracting for consulting services for assistance in participating in the Medicare Ground Ambulance Data Collections System to collect information on cost, utilization, revenue, and other service characteristics in accordance with the Medicare Ground Ambulance Data Collection Instrument for a continuous twelve (12) month period. The County also requires consulting services to complete the annual State of Florida cost

reimbursement forms for the Medicaid fee for service supplemental payment program and to continue the Intergovernmental Transfer Program for Manage Care Patients. The goal is maximizing supplemental reimbursement while reducing the audit risk and maintaining compliance with state and federal rules and regulations.

## **2.0 SCOPE OF SERVICE**

A general description of the scope of professional services required is detailed in Exhibit A.

### **2.1 Qualifications/Certifications**

The preferred firm will have significant and demonstrated experience in working with projects of similar size and scope. The preferred firm will also demonstrate the following.

#### **A. Minimum Qualifications**

1. The Consultant shall have at least two (2) years of experience providing Participation Emergency Medical Transportation (PEMT) Program cost reporting services in the State of Florida.
2. The Consultant shall have experience with designing and administering Emergency Medical Services (EMS) Medicaid Fee for Services and Managed Care reimbursement programs in Florida or another state.
3. The Consultant shall have at least three (3) staff members on the project team.

### **2.2 Evaluation Method**

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the County Council. The County will be the sole judge of its own best interests, the proposals, and the resulting Agreement. The County's decisions will be final. Award will be made to the Proposal which presents the best value to the County based on the entire evaluation process and all the information gathered. The Committee may choose to short-listed firm(s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. Although, each member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

**Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement analyst prior to the recommendation of award from the committee.**

## **3.0 GENERAL TERMS & CONDITIONS**

### **3.1 Definitions**

As used in this RSQ, the following terms shall have the meanings set forth below:

**Agreement:** The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

**Consultant:** The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.

**Consultant's services:** Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

**Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be done in writing and authorized by the Director of Purchasing and Contracts.

**County:** shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by agreement to provide additional insured status.

**County's Project Manager(s):** The Project Manager(s) have responsibility for the day to day administration of the resulting Agreement for the County and will be designated prior to award of Agreement.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director is the Director of Purchasing and Contracts for the County of Volusia.

**Intergovernmental Transfer Program for Manage Care Patients:** For services provided under the Medicaid managed care program, the ambulance provider supplies the nonfederal share through an Intergovernmental Transfer (IGT). An IGT is the transfer of funds from one unit of government to another, in this case from the governmental ambulance provider to the state Medicaid agency.

**Medicare Ground Ambulance Data Collection Instrument:** See Exhibit E.

**Medicare Ground Ambulance Data Collections System:** Effective January 1, 2020 and continuing through 2024, ground ambulance providers and suppliers that have been selected to participate in the Medicare Ground Ambulance Data Collection System must collect information on cost, utilization, revenue, and other service characteristics in

accordance with the Medicare Ground Ambulance Data Collection Instrument for a continuous twelve (12) month period. The information collected will be used to evaluate the extent to which reported costs relate to payment rates under the Medicare Part B Ambulance Fee Schedule (AFS), as well as to collect information on the utilization of capital equipment and ambulance capacity, and the different types of ground ambulance services furnished in different geographic locations, including rural areas and low population density areas (super rural areas). Failure to sufficiently submit the required information will result in a ten (10%) percent reduction to payments under the AFS for one year, unless a hardship exemption has been granted or an informal review has determined that your organization is not subject to the ten (10%) percent reduction to payments.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**Respondent:** One who submits a response to a request for statement of qualifications (RSQ).

**Respondent's Project Manager:** The Project Manager has responsibility for administering the resulting Agreement for the Respondent and will be designated prior to execution of the Agreement.

**Services:** Those services defined in the Scope of Services to be performed by Consultant pursuant to the resulting Agreement, including its exhibits.

**Subconsultant:** A third party performing services covered under the Scope of Services through an agreement with the Consultant.

**3.2 RSQ Closing Date**

Proposals must be received via Negometrix, no later than 3:00 p.m., EST, on Wednesday, June 16, 2021. Proposals received after this time will not be considered.

**3.3 Proposed Schedule**

05/14/2021 .....Release date for Request for Statement of Qualifications (RSQ)  
06/02/2021 .....Final date to receive written questions  
06/09/2021 .....Release date for answers to written questions  
06/16/2021 .....Closing Date

**3.4 Delivery of Proposals:**

The County has transitioned to a new e-Bid/RFx software powered by Negometrix, which

is a completely free service for all respondents. Proposals shall be submitted electronically through this online platform. Paper submittals are no longer being accepted. By using Negometrix, prospective Proposers will be provided with all information regarding this solicitation including addendums and any changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a proposal response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the Proposal submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing [servicedesk.us@negometrix.com](mailto:servicedesk.us@negometrix.com)

Once your company is registered with Negometrix, you will be able to submit your proposal securely, any time before the deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current proposal deadline.

Registering your company at [app.negometrix.com](https://app.negometrix.com) will also allow your company to be notified of future solicitations.

### **3.5 Public Proposal Opening**

- A. Pursuant to Section 119.071, Florida Statutes, proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to <https://app.negometrix.com/buyer/970>. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.
  
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf).

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

- 3.6 Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Consultant with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RESULTING AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

By entering into the resulting Agreement, Consultant acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the resulting Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Consultant entering into an agreement for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the resulting Agreement.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 Agreement term and following completion or termination of the Agreement if the Consultant does not transfer the records to the County.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion or termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion or termination of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Consultant of such request, and the Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Consultant shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Consultant authorizes County to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

### **3.7 Proposal Form**

- A. See **Submittal Requirements** for complete details
- B. Each Respondent shall submit one (1) COMPLETE electronic copy via Negometrix. The electronic copy of the Proposal shall include all submittal requirements as detailed in Section 4.0. Electronic copies shall NOT be password protected.
- C. Do not send confidential information, proprietary information, or trade secrets.
- D. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ Proposal.
- E. The Proposal Form (Section 5.0.) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to an agreement.
- F. Failure to provide the required information may result in the proposal not being considered.

### **3.8 Questions, Exceptions and Addenda Concerning RSQ 21-SQ-119BB**

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Negometrix is the only official method by which interpretation, clarification, or additional information can be



given. Questions and exceptions concerning any Section of this RSQ shall be directed through the question and answer functionality of Negometrix.

- B. If it becomes necessary for the County to revise or clarify any part of this RSQ the solicitation will be updated on the Negometrix platform by one of the following methods: the posting of answers to questions received or the revision of solicitation language/documentation. It is each Respondent's responsibility to check the Negometrix web site for any posted answers, and/or solicitation changes at <https://app.negometrix.com/buyer/970/general>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this RSQ before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.
- C. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
- D. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

### **3.9 Award**

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 3.26, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

### **3.10 Other Agencies**

- A. All Respondents awarded Agreements from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).



### **3.11 Use of County Logo**

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

### **3.12 Assignment**

Consultant may not assign or otherwise convey Consultant's rights and/or obligations under the resulting Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Consultant or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under the resulting Agreement, Consultant shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Consultant to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

### **3.13 Agreement**

- A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate Agreement and become legally binding on the selected Respondent. Content of the Agreement may contain changes as a result of the RSQ process and submittal received. The Agreement shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution and contain additional terms and conditions that the County deems in its best interest.
- B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of Agreement and only they or their designees are authorized to make Agreement changes.
- C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the Agreement, without an amendment to the Agreement.

### **3.14 Disclosure of Proposal Content**

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of any proposal submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

### **3.15 Respondent's Responsibility**

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

### **3.16 Debarment**

Purpose and Intent. The county endeavors to solicit offers from, award agreements to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the

responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

Further information regarding the County's policies and procedures in regards to Debarment may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

### **3.17 Payment Terms**

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

### **3.18 Conflict of Interest Forms**

All Respondents shall properly complete and include with their submittal the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, agreements, or interest associated with this project.

### **3.19 Licenses and Certificates**

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Agreement.

- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subconsultants are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances; and
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Agreement, the Consultant shall maintain the appropriate licenses and certificates during the term of the Agreement and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Agreement.

### **3.20 Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

### **3.21 Venue and Governing Law**

All legal proceedings brought in connection with the Agreement executed for the services provided as award under this RSQ Agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of the resulting Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

### **3.22 Insurance Requirements**

Consultant shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement Regardless of anything submitted as proof of insurance, Consultant shall comply with all requirements of Exhibit C.

### **3.23 Unusual Costs**

The Consultant may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Consultant petitions for such in increase, the

Consultant shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Consultant's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Consultant and the Consultant shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

### **3.24 Scrutinized Companies-FL Statute Section 287.135 and 215.47**

Consultant must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Consultant must submit the certification form (See Section 14.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Consultant of the County's determination concerning the false certification. The Consultant shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### **3.25 Waiver of Claims**

Once the Agreement expires, or final payment has been requested and made, the Consultant shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Consultant to have waived any right to claims against the County concerning the Agreement.

### **3.26 Evaluation Criteria:** Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.

- B. The greatest benefits to Volusia County as it pertains to:
1. Ability of the Consultant to meet the qualifications detailed in Section 2.1 and the qualifications of the employees assigned to the County (Tab 1);
  2. Project Methodology and Approach (Tab 2);
  3. Cost (Tab 3);
  4. Agreement to execute the County's Business Associate Agreement, Exhibit D, as written (Tab 3);
  5. Experience / references, including timeliness of performance (Tab 4); and
  6. Financial stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. (Tab 5)

### 3.27 Termination

- A. The resulting Agreement may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- B. County may terminate the resulting Agreement for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Consultant.
- C. The Consultant may cancel the resulting Agreement with two-hundred ten (210) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Consultant being barred from future business with the County.
- D. After Consultant's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Consultant has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Consultant shall:
1. Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination;
  2. Place no further orders or subcontracts for materials, services or facilities;
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
  4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.27, Termination.

- E. After receipt of a notice of termination, the Consultant shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Consultant made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall thereupon pay to the Consultant the amount so determined. In the event County terminates for convenience or non-appropriation, Consultant shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Agreement may be terminated by the County or Consultant if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Agreement.
- G. In the event that the resulting Agreement is terminated by the County or Consultant for non-appropriation, Consultant shall be paid in accordance with terms of the Article entitled Compensation in the resulting Agreement. Consultant shall be paid to the date of termination on a prorated basis for any work or deliverable that has been completed but not been paid. County's obligation to pay Consultant under this Section 3.27, Termination, and the resulting Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Agreement. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. Upon being notified of County's election to terminate for default of Consultant, non-appropriation or convenience, Consultant and its Subconsultants shall refrain from performing further work or incurring additional expenses under the terms of the resulting Agreement which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Agreement occurs for any reason:
1. Except as otherwise provided in the resulting Agreement, Consultant shall return to the County, or destroy, all County confidential information in Consultant's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Consultant that all such information has been destroyed or returned, provided that Consultant shall be permitted to retain an archival copy of any such confidential information (provided it continues

to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.

2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Consultant within forty-five (45) days of receipt of invoice. Consultant shall invoice the County for any sums Consultant claims to be owed by County under the resulting Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Agreement. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Agreement.

- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the notice of termination which Consultant could not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

### **3.28 Incurred Expenses**

This RSQ does not commit the County of Volusia to award an Agreement, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RSQ, or any cost or expense incurred by any Respondent prior to the execution of an Agreement.

### **3.29 Post-Proposal Discussions with Respondents**

It is the County's intent to award an Agreement(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this RSQ. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Agreement award including, but not limited to, requests for additional information and competitive negotiations.

### **3.30 Presentations by Respondents**

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the



requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **3.31 Compliance with Laws and Regulations**

Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of the resulting Agreement. Consultant shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Consultant, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to the resulting Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of the resulting Agreement.

At time of submittal, Consultants must hold the required licensure to be the prime Consultant for all work to be performed under this RSQ. If any Consultant proposes to use a Subcontractor or Subconsultant to perform any work under this RSQ, such Subcontractor and/or Subconsultant shall, at the time of submittal, hold the required licensure for all work to be performed under the resulting Agreement as a Subconsultant and shall maintain such license(s) in full force and effect during the term of the awarded Agreement. All licenses and permits required to perform Consultant's duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Consultant's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Agreement.

### **3.32 Compliance with Federal E-Verify Regulations**

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Consultant on or after the effective date of the resulting Agreement and thereafter during the remaining term of the Agreement, including Subconsultants. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into the resulting Agreement as if fully set forth herein.

- B. The Consultant covenants and agrees that if the County has a good faith belief that Consultant has knowingly violated or if Consultant is found to have violated this Section 3.32; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of the resulting Agreement by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate the resulting Agreement immediately and without penalty and such termination shall not be or be considered a breach of the resulting Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates the resulting Agreement in accordance with this Section 3.32, the Consultant shall be ineligible for award of a public contract for at least one year after the date on which the Agreement was terminated.
- C. Any subcontract entered into by Consultant with any Subconsultant performing work under the resulting Agreement shall include the following language: "The Subconsultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant on or after the effective date of the resulting Agreement and thereafter during the remaining term of the Agreement" In accordance with Florida law, if Consultant enters into a subcontract to perform work under the resulting Agreement, Consultant shall require from said Subconsultant an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and Consultant shall maintain a copy of such affidavit for the duration of the resulting Agreement and/or the contract with the Subconsultant, whichever is longer. Consultant acknowledges and agrees that if the County has a good faith belief that a Subconsultant knowingly violated this Section 3.32, Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Consultant otherwise complied with this Section 3.32 and applicable law, the County shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the Subconsultant. Failure to comply with said order shall constitute a violation of this Section 3.32 and the terms of Section 3.32.B shall apply.

### **3.33 Limitation of Liability and Indemnification of County**

- A. Indemnification. The Consultant shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Consultant's performance of its obligations in whole or part of the resulting Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

- B. In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant, or its employees, agents, contractors, or Subconsultants.
- C. **Sovereign Immunity**. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of the resulting Agreement to the contrary, nothing in the resulting Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in the resulting Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

### **3.34 Records & Right to Audit**

County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to the resulting Agreement. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Agreement. Consultant shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to the resulting Agreement for a retention period of five (5) years after completion or termination of the Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this Section 3.34, Audits will be subject to applicable privacy and confidentiality laws and regulations and Consultant's privacy and confidentiality policies and procedures.

### **3.35 Change in Scope of Services/Work**

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Agreement. No claims may be made by the Consultant that the scope of the project or of the Consultant's services has been changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County's Director of Purchasing and Agreements, and the Consultant.
- B. If the Consultant believes that any particular work is not within the Statement of Work of the Agreement, is a material change, or will otherwise require more

compensation to the Consultant, the Consultant must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Agreement as written, the Consultant will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Consultant must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

- C. The County reserves the right to negotiate with the awarded Consultant(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

### **3.36 Modifications Due to Public Welfare or Change in Law**

The County shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Consultant under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Consultant. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Consultant, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Consultant, then the Consultant or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the resulting Agreement shall require any party to perform any act or function contrary to law. The County and Consultant agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Consultant shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Consultant directly and demonstrably due to any modification in the Agreement under this clause.

### **3.37 Safety**

The Consultant shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Consultant shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Consultant shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Consultant, Subconsultant, or supplier's failure to comply with the regulations.

### **3.38 Right to Require Performance**

- A. The failure of the County at any time to require performance by the Consultant of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Consultant to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

### **3.39 Force Majeure**

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of the resulting Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under the resulting Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to the resulting Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the

time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

### **3.40 Consultant's Personnel**

The Consultant shall be responsible for ensuring that its employees, agents, and Subconsultants comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Consultant certifies that it does not and will not, during the performance of the awarded Agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Agreement, the Consultant shall agree to the following:

- The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.40.

The Consultant shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subconsultant.

The Consultant and any Subconsultant shall pay all employees working on the awarded Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Consultant or personnel furnished by the Consultant in the course of providing services pursuant to the Consultant, shall be held in confidence and shall not be disclosed by the Consultant or any employee or agents of the Consultant or personnel furnished by the Consultant, without the prior written consent of the County.

### 3.41 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

### 3.42 Claim Notice

The Consultant shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Consultant agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Consultant operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida  
Personnel/Risk Management Division  
Address: 125 West New York Avenue, Suite 141  
DeLand, Florida 32720  
Telephone: 386-736-5963  
Fax: 386-822-5006

### 3.43 County/Consultant Relationship

*The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.*

Any awarded Consultant shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Consultant the awarded Consultant shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Consultant shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subconsultant's wages or salaries. Benefits for same shall be the responsibility of the Consultant including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Consultant shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

### 3.44 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Consultant cannot disclaim consequential or special damages related to the performance of the resulting Agreement. The Consultant shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or SubConsultants. There are no limitations to this liability.

### 3.45 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

### 3.46 Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through September 21, 2021. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if an Agreement has not been executed by September 21, 2021.

## 4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to upload every page of this document with the Proposal; upload *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RSQ, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include, at a minimum:

#### Tab 1. Qualification Data

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm



allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

B. A brief profile of the firm, including:

1. A brief history of the business;
2. Organizational structure of business;
3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
4. A Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org); If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
5. Ownership interests;
6. Active business venues (counties, states, etc.);
7. Present status and projected direction of business;
8. The overall qualifications of the business to provide the services requested; and,
9. The qualifications of the firm's employees who will work on the resulting Agreement, including resumes demonstrating the experience of the personnel that will be directly involved with this project.

**Tab 2. Project Methodology and Approach**

Submittal shall include a narrative of the approach to the project. Include an estimated timeline noting milestones and dates for deliverables.

**Tab 3. Cost**

Provide a breakdown of the cost to perform the services outlined within the RSQ, complete Exhibit B, Fee Schedule and submit within this Tab.

**Tab 4. References**

Provide three (3) references of the same or similar magnitude to this solicitation request, including

company name, contact person, phone number and e-mail address. Provide a short description of each project, including the name of the project, location, type and value. The County of Volusia shall *not* be listed as a reference. (see Section 6.0)

#### **Tab 5. Financial Stability**

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

#### **Tab 6. Forms**

##### **A. Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *or*
2. If Respondent's business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Treasury & Billing Director (see Section 8.0).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at

[https://library.municode.com/fl/volusia\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH114TA\\_ARTIINGE](https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE)

##### **B. Professional Certification/Licenses**

Respondent and their Subconsultants shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Agreement resulting from this solicitation.

##### **C. Insurance**

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Volusia County's contact person and be in accordance with Exhibit "C" Insurance Requirements.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor. (see Section 9.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

**D. Conflict of Interest Disclosure Form**

All Respondents shall properly complete and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 10.0)

**E. W-9.**

Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under *Vendor Self Service*, which links to the registration site. The W-9 form can be accessed through this site as well.

**F. Drug-Free Work Place Form (see Section 11.0)**

**G. Certification Regarding Debarment (Prime) Form (see Section 12.0)**

**H. Certification Regarding Debarment (Sub) Form (see Section 13.0)**

**I. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (see Section 14.0)**

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**5.0 PROPOSAL FORM**

\_\_\_\_\_, 2021

TO: County of Volusia, Florida  
 Office of Purchasing and Contracts Director  
 123 W. Indiana Avenue, Room 302  
 DeLand, FL 32720-4608

The undersigned hereby declares that [*firm name*] \_\_\_\_\_ has carefully examined the specifications to furnish **Medicare Cost Reporting & Medicaid Reimbursement Consulting services**, for which proposals were advertised to be received **no later than 3:00 p.m., EST, on Wednesday, June 16, 2021**, and further declare that the firm will furnish the services according to specifications contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor  YES  NO Total number of employees \_\_\_\_\_

**Respondents shall complete the Proposal Form and Exhibit B, Fee Schedule and submit in Tab 3.**

Contractor agrees to execute Volusia County business Associate Agreement, as written  YES  NO

Prompt Payment Discount, if applicable: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)?  YES  NO

Do you offer a discount for electronic funds transfer (EFT)?  YES  NO

Have you supplied all the Submittal Requirements outlined below?

- Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- Tab 2 - Methodology
- Tab 3 – Cost Proposal (Exhibit B)
- Tab 4 – References
- Tab 5 - Financial Statement, upon request Insurance
- Tab 6 – Forms
  - If you have a physical location in Volusia County, submit one of these:  
 Current **Business Tax Receipt** **OR** **Proof of Exemption Form**
  - Professional Certification/Licenses
  - Proof of Insurance
  - Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
  - Conflict of Interest Form
  - Tax Identification Number Form
  - Drug Free Workplace Form
  - Certification Regarding Debarment (Prime) Form
  - Certification Regarding Debarment (Sub) Form
  - Certification Regarding Scrutinized Companies

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **21-SQ-119BB, Medicare Cost Reporting & Medicaid Reimbursement Consulting services**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.22, Insurance Requirements above, upon notification of recommendation of award.

---

The Respondent acknowledges that information provided in this proposal is true and correct:

**x**

---

Authorized Signature

---

Printed Name

---

Title

Date

---

Company Name

---

Full Address

---

Telephone

Fax

E-mail Address

---

Dun & Bradstreet #

Federal I.D. #

---

**6.0 REFERENCES**

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

## **7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LIST REQUIREMENTS AND DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

*287.133(2)(a)* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

*287.134(2)(b)* A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

**8.0 PROOF OF EXEMPTION**



**FINANCE – TREASURY & BILLING DIVISION**

125 W. NEW YORK AVE. • ROOM 120 • DELAND, FL 32720

PHONE: 386-943-7085 • FAX: 386-943-7086

*www.volusia.org/treasury*

I certify that the business known as (*business name*) \_\_\_\_\_,  
providing \_\_\_\_\_ services, which is located at (*street address*) \_\_\_\_\_  
\_\_\_\_\_, (*city*) \_\_\_\_\_, falls under the business tax exemption described in:

- Florida Statute 205.054
- Florida Statute 205.055
- Florida Statute 205.063
- Florida Statute 205.064
- Florida Statute 205.065
- Florida Statute 205.066

- Florida Statute 205.067
- Florida Statute 205.162
- Florida Statute 205.191
- Florida Statute 205.192
- Florida Statute 205.193
- Florida Statute 205.196

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

\_\_\_\_\_  
*Treasury & Billing Director/Designee*

***Not valid without signature***



**9.0 HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of the resulting Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or [the above-named business] entered into a contract for \_\_\_\_\_ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_  
 (signature)

Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization this  
 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
 who is/are personally known to me or who has/have produced \_\_\_\_\_  
 as identification.

\_\_\_\_\_  
 NOTARY PUBLIC – STATE OF

Type or print name:

\_\_\_\_\_  
 Commission No.:

\_\_\_\_\_  
 Commission Expires:

(Seal)

**10.0 CONFLICT OF INTEREST FORM**

I HEREBY CERTIFY that

1. I, (*printed name*) \_\_\_\_\_, am the  
(*title*) \_\_\_\_\_ and the duly authorized representative of  
the firm of (*Firm Name*) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I possess the  
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real  
or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and  
without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**11.0 DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
*(Name of Firm)*

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 counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United 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 of this section.

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

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Firm

\_\_\_\_\_

Street address

City, State, Zip

**12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY PRIME CONSULTANT**

1. The prospective primary participant (Consultant) certifies to the best of its knowledge and belief, that it and its principals (Subconsultants and suppliers):
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address City, State, Zip

**13.0 CERTIFICATION REGARDING DEBARMENT (SUB)**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**TO BE COMPLETED BY ALL SUBCONSULTANTS**

1. The prospective participant (Subconsultant) certifies to the best of its knowledge and belief, that it and its principals (Subconsultants and suppliers):
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

**14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

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

(Authorized Signature)

Title: \_\_\_\_\_

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



Solutions that Matter

# Volusia County

## Medicare Cost Reporting and Medicaid Reimbursement Consulting Services

RSQ #: 21-SQ-119BB

June 16, 2021

Rebecca Bishop, Sr. Procurement Analyst  
123 West Indiana Avenue, Room 302  
DeLand, FL 32720-4608



June 16, 2021

Volusia County  
Medicare Cost Reporting and Medical Reimbursement Consulting Services  
RSQ #21-SQ-119BB

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**5.0 PROPOSAL FORM**

\_\_\_\_\_, June 16 \_\_\_\_\_, 2021

TO: County of Volusia, Florida  
 Office of Purchasing and Contracts Director  
 123 W. Indiana Avenue, Room 302  
 DeLand, FL 32720-4608

The undersigned hereby declares that [*firm name*] Public Consulting Group LLC  
 has carefully examined the specifications to furnish **Medicare Cost Reporting & Medicaid Reimbursement Consulting services**, for which proposals were advertised to be received **no later than 3:00 p.m., EST, on Wednesday, June 16, 2021**, and further declare that the firm will furnish the services according to specifications contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor  YES  NO Total number of employees 2765

**Respondents shall complete the Proposal Form and Exhibit B, Fee Schedule and submit in Tab 3.**

**Contractor agrees to execute Volusia County business Associate Agreement, as written**  
 YES  NO

Prompt Payment Discount, if applicable: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)?  YES  NO

Do you offer a discount for electronic funds transfer (EFT)?  YES  NO

Have you supplied all the Submittal Requirements outlined below?

- Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- Tab 2 - Methodology
- Tab 3 – Cost Proposal (Exhibit B)
- Tab 4 – References
- Tab 5 - Financial Statement, upon request Insurance
- Tab 6 – Forms
  - If you have a physical location in Volusia County, submit one of these:  
 Current **Business Tax Receipt OR Proof of Exemption** Form
  - Professional Certification/Licenses
  - Proof of Insurance
  - Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
  - Conflict of Interest Form
  - Tax Identification Number Form
  - Drug Free Workplace Form
  - Certification Regarding Debarment (Prime) Form
  - Certification Regarding Debarment (Sub) Form
  - Certification Regarding Scrutinized Companies

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **21-SQ-119BB, Medicare Cost Reporting & Medicaid Reimbursement Consulting services**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.22, Insurance Requirements above, upon notification of recommendation of award.

The Respondent acknowledges that information provided in this proposal is true and correct:

x   
Authorized Signature

William S. Mosakowski

Printed Name

President & CEO

Title

June 16, 2021

Date

Public Consulting Group LLC

Company Name

148 State Street, 10th Floor, Boston, Massachusetts 02109-2589

Full Address

617-426-2026

Telephone

617-426-4632

Fax

wmosakowski@pcgus.com

E-mail Address

18-282-6909

Dun & Bradstreet #

04-2942913

Federal I.D. #



## Tab 1. Qualification Data

1.A. Submittal Letter

1.B. Profile of Firm

June 16, 2021

Volusia County  
Medicare Cost Reporting and Medicaid Reimbursement Consulting Services  
RSQ #21-SQ-119BB

## **TAB 1. QUALIFICATION DATA**

### **1.A. Submittal Letter**

*A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.*



Solutions that Matter

June 16, 2021

Rebecca Bishop, Sr. Procurement Analyst  
County of Volusia  
Business Services, Purchasing and Contracts  
123 West Indiana Avenue  
Room 302  
DeLand, FL 32720-4608

Dear Ms. Bishop:

Public Consulting Group LLC (PCG) is pleased to present a response to Volusia County, *Medicare Cost Reporting and Medicaid Reimbursement Consulting Services, RSQ 21-SQ-119BB*.

PCG has developed a proven methodology to provide the most comprehensive set of consulting and cost reporting services for the Public Emergency Medical Transportation (PEMT) program, the Managed Care (MCO) program, and the Medicare Cost Survey. 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 navigate current and future intricacies of the PEMT and MCO program in the State of Florida. Due to our prior experience working with Volusia County and the majority of participating PEMT providers across Florida, we are the most qualified team to provide the services outlined in the Request for Statement of Qualifications (RSQ).

PCG will perform all work as outlined in the RSQ. As an overview of our response, we have showcased some important highlights to reinforce why we are best positioned to partner with Volusia 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, Colorado, Oklahoma, Maryland, Washington, District of Columbia, and Florida, to develop, implement, and/or administer EMS revenue enhancement initiatives. PCG's team of EMS cost reporting experts have managed EMS supplemental payment programs across the country from planning through obtaining federal approval and complying with program requirements after implementation.

***We Have the Most Florida PEMT Program Experience***

Since the inception of the FL PEMT program in 2016, we have worked with over 60 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. Last year alone PCG submitted over \$26.5 million in reimbursement settlements for our Florida providers.

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

Ms. Rebecca Bishop  
June 16, 2021  
Page 2

competent and reliable voice with the administering agency of the PEMT. PCG will work with AHCA on behalf of Volusia to ensure a successful experience and get expedited resolution when issues or questions arise.

***We Developed a 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 accurate and compliant cost reports for Volusia County.

***We Provide Unmatched Value-Added Services***

Our cost report preparation and cost settlement support will allow Volusia 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 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. We are prepared to hit the ground running and provide Volusia County with unmatched cost reporting services.

With over 14 years of experience working with EMS agencies across the country and more than 30 years of experience working with state-operated facilities on Medicare cost reports submission, we understand the operations and cost structures of EMS departments, which enables us to ensure that the CMS Medicare cost survey is completed accurately and properly in accordance with Medicare regulations.

PCG will draw on a host of cost reporting experts from around the country. 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, as well as our cutting-edge approach to PEMT, MCO, and Medicare Cost Survey services.

The principal contact to answer questions or provide additional information for this proposal is James Dachos:

James Dachos  
Public Consulting Group LLC  
816 Congress Ave, Suite 1110  
Austin, TX 78701  
[jdachos@pcgus.com](mailto:jdachos@pcgus.com)  
512-287-4675

Ms. Rebecca Bishop  
June 16, 2021  
Page 3

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

Sincerely,



William S. Mosakowski  
President & CEO  
Public Consulting Group LLC  
148 State Street, 10<sup>th</sup> Floor  
Boston, MA 02109



June 16, 2021

Valusia County  
Medicare Cost Reporting and Medicaid Reimbursement Consulting Services  
RSQ #21-SQ-119BB

## 1.B. Profile of the Firm

*A brief profile of the firm, including:*

- 1. A brief history of the business;*
- 2. Organizational structure of business;*
- 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;*
- 4. A Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org); If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.*
- 5. Ownership interests;*
- 6. Active business venues (counties, states, etc.);*
- 7. Present status and projected direction of business;*
- 8. The overall qualifications of the business to provide the services requested; and,*
- 9. The qualifications of the firm's employees who will work on the resulting Agreement, including resumes demonstrating the experience of the personnel that will be directly involved with this project.*

### **A Brief History of the Business**

Founded in 1986 and headquartered in Boston, Massachusetts, Public Consulting Group LLC (PCG) has over 2,500 professionals in over 50 offices around the U.S., in Canada, and in Europe who are dedicated to delivering leading consulting approaches and technologies to public sector clients.

PCG is a management consulting firm that primarily serves public sector education, health, human services, and other state, county, and municipal government clients. Because PCG has dedicated itself almost exclusively to the public sector for over 30 years, the firm has developed a deep understanding of the legal and regulatory requirements and fiscal constraints that often dictate a public agency's ability to meet the needs of the populations it serves. We have helped numerous public sector organizations to maximize resources, make better management decisions using performance measurement techniques, improve business processes, improve federal and state compliance, and improve client outcomes.

PCG has five designated practice areas which each have a proven track record of achieving desired results for clients. The firm often combines resources from two or more practice areas to offer a multidisciplinary approach to solve a client's challenge or pursue an opportunity. PCG has over 3000 active projects as of December 2020.

### **Organizational Structure of Business**

PCG is wholly owned by Public Consulting Group Holdings, Inc., a Delaware Limited Liability Company.

June 16, 2021

Volusia County  
Medicare Cost Reporting and Medicaid Reimbursement Consulting Services  
RSQ #21-SQ-1198B

**Designation of the Legal Entity by which the Business Operates**

Please see next page with Certificate of Formation/Conversation attached.

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A MASSACHUSETTS CORPORATION UNDER THE NAME OF "PUBLIC CONSULTING GROUP, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PUBLIC CONSULTING GROUP, INC." TO "PUBLIC CONSULTING GROUP LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2020, AT 10:18 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2020.



  
Jeffrey W. Bullock, Secretary of State

4578989 8100F  
SR# 20208791924

Authentication: 204445560  
Date: 12-30-20

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:18 AM 12/30/2020  
FILED 10:18 AM 12/30/2020  
SR 20208791924 - File Number 4578989

STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A CORPORATION TO A  
LIMITED LIABILITY COMPANY PURSUANT TO  
SECTION 18-214 OF THE LIMITED LIABILITY  
COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Massachusetts.
  
- 2.) The jurisdiction immediately prior to filing this Certificate is Massachusetts.
  
- 3.) The date the corporation first formed is December 4, 1986.
  
- 4.) The name of the Corporation immediately prior to filing this Certificate is  
Public Consulting Group, Inc.
  
- 5.) The name of the Limited Liability Company as set forth in the Certificate of  
Formation is Public Consulting Group LLC.
  
- 6.) The effective date of this Certificate of Conversion shall be December 31, 2020.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the  
30th day of December, A.D. 2020.

By: /S/ WILLIAM S. MOSAKOWSKI  
Authorized Person

Name: William S. Mosakowski  
Print or Type

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PUBLIC CONSULTING GROUP LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2020, AT 10:18 O`CLOCK A.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2020.*



  
Jeffrey W. Bullock, Secretary of State

4578989 8100F  
SR# 20208791924

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204445560  
Date: 12-30-20

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:18 AM 12/30/2020  
FILED 10:18 AM 12/30/2020  
SR 20208791924 - FileNumber 4578989

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Public Consulting Group LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 614 N. DuPont Highway, Suite 210 (street), in the City of Dover, Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is TRAC – The Registered Agent Company

3.) The effective date of this Certificate of Formation shall be December 31, 2020.

By: /S/ WILLIAM S. MOSAKOWSKI  
Authorized Person

Name: William S. Mosakowski  
Print or Type

June 16, 2021

Volusia County  
Medicare Cost Reporting and Medicaid Reimbursement Consulting Services  
RSQ #21-SQ-11988

**State of Florida, Department of State, Division of Corporations' Sunbiz Report**  
Please see next page with Florida Certificate of Good Standing attached.

# *State of Florida*

## *Department of State*

I certify from the records of this office that PUBLIC CONSULTING GROUP LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 22, 2021.

The document number of this limited liability company is M21000002153.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of June, 2021*



*Samuel R. Bee*  
**Secretary of State**

Tracking Number: 5300717449CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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Volusia County  
Medicare Cost Reporting and Medicaid Reimbursement Consulting Services  
RSQ #21-SQ-119BB

**Ownership Interests**

PCG is wholly owned by Public Consulting Group Holdings, Inc., a Delaware Limited Liability Company.

**Active Business Venues**

PCG has over 40 offices and does business in all 50 states.

**Present Status and Projected Direction of Business**

Please see the next page with PCG's Financial Stability statement attached.



**Solutions that Matter**

Public Consulting Group LLC (PCG), a privately held Company, was founded in 1986 by its current President and CEO, William S. Mosakowski. PCG has more than 2,500 employees in more than 50 offices. PCG has over 2,000 contracts and operates throughout all fifty states, Canada, the European Union, and the United Kingdom

PCG has consistently maintained a strong and stable financial position while experiencing steady growth, even in challenging economic environments. For the fiscal years ended 2020 and 2019, PCG's Revenue exceeded \$526 million and \$512 million, respectively. In addition, PCG has achieved double digit growth rates nearly every year for over three decades and expects to continue to growth revenue in fiscal year 2021. PCG has also remained profitable throughout its history and expects to remain profitable in fiscal year 2021.

PCG has a very strong balance sheet as evidenced by over \$90 million of cash on hand and in excess of \$50 million in trade receivables, its low debt (approximately \$54 million), and a \$50 million unused revolving line of credit with a group of regional and national banks. Management is confident that PCG has the resources and capacity to fund both near term operations and future growth.

With many of the services PCG provides classified as essential by PCG's government clients PCG's business has been stable through the COVID crisis. In addition, multiple states have awarded PCG new work to support their contact tracing efforts.

Title: CFO & Treasurer: *Dan T. Henry*

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Public Consulting Group LLC (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 our experience with Florida's program from cost reporting trends to nationwide best practices.

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

We are the lead vendor 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.

In this effort, we have worked with over 60 Florida EMS providers to implement the PEMT program. In working with some of the State's largest fire departments, stand-alone EMS providers, smaller cities, and hospital and health districts, we have identified the unique challenges and requirements that providers face throughout program implementation. From our first-hand experience, we can develop a customized approach to meet each client's distinct needs.

Having helped over 60 Florida EMS providers realize more than \$85 million in revenue through our PEMT implementation and reporting services, PCG's experience and qualifications far exceed those required by the County.

***We are Intimately Familiar with EMS Cost Reporting***

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. Additionally, they have managed the development and submission of hundreds of annual federal cost reports for public service providers. For example, our project team working with Palm Beach County has had 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 over 40 offices and a presence in all 50 states. PCG has experience working with various Medicaid provider settings, including hospitals, ambulance service providers, school districts, public health agencies, and behavioral healthcare agencies.

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 understood the specific requirements and procedures of the program. This relationship is continuously strengthened through our work on behalf of our Florida provider clients.

***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

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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.

#### ***PCG's Already Supports AHCA and Volusia County with Medicaid Managed Care***

In addition to managing the Fee-for-Service Certified Public Expenditure project, we are helping support the Florida Medicaid agency in the Managed Care Organization (MCO) reimbursement process. 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 worked closely with the FFCA and the State Medicaid agency to achieve Centers for Medicaid and Medicare (CMS) approval for an MCO supplemental payment program. PCG can continue to assist Volusia through the ongoing operations of the MCO program.

#### ***PCG's Knows Medicare***

With over 15 years of experience working with EMS agencies across the country and more than 30 years of experience working with state-operated facilities on cost reports submission, we understand the operations and cost structures of EMS departments. Our understanding enables us to ensure that the Medicare Ground Ambulance Data Collection (MGADC) is completed accurately and properly in accordance with Medicare regulations. Our experience and expertise in the preparation of cost reports ensures reports that accurately reflect the cost structure of the facilities and abide by Medicare cost accounting principles, while providing expert guidance to our EMS clients. We have proprietary tools and documents that have been created to train and assist clients with collecting the raw data accurately and entering it into the CMS Instrument via their web-based portal.

#### ***Relevant Experience***

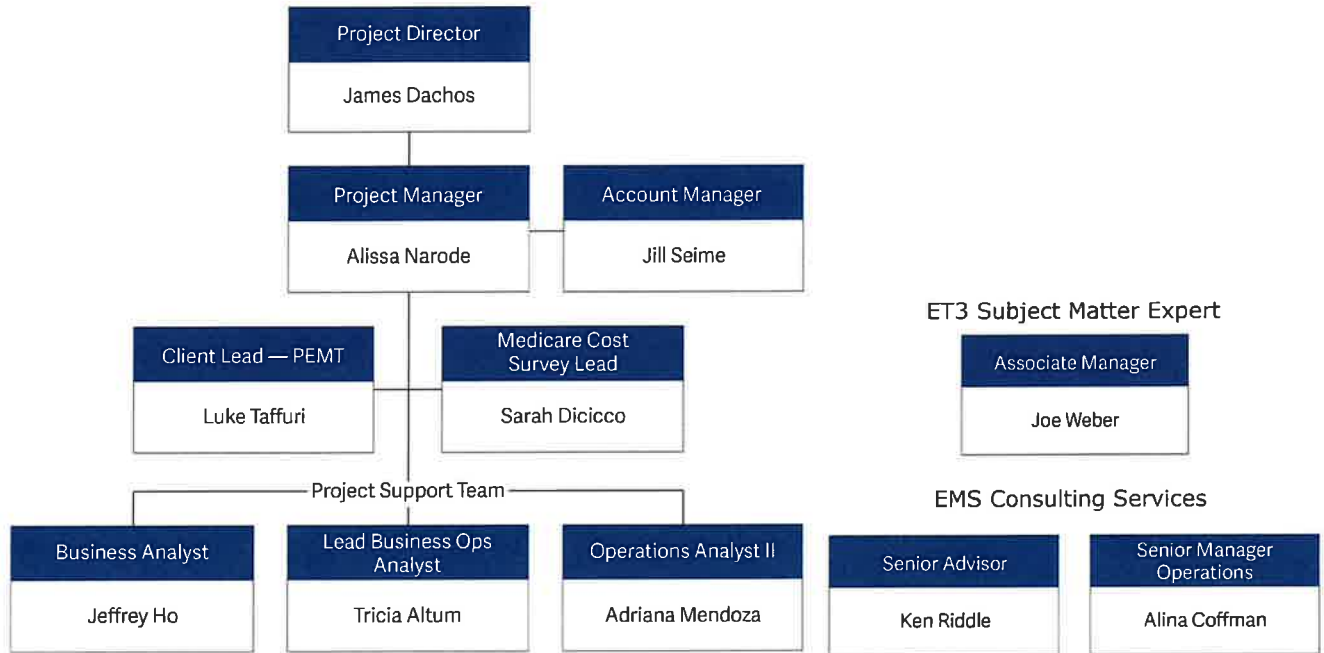
PCG has been providing PEMT cost reporting services since inception of the program. All of the 62 providers we worked last year with utilized our web-based system, including Volusia County.

PCG is pleased to include references of our relevant experience with PEMT cost reporting services in the state of Florida and Texas within this proposal. We have worked with all of these providers for at least four years in PEMT and GEMT cost reporting.

#### ***Qualifications of Firm's Employees***

PCG brings a robust team to serve Volusia County. As illustrated in *Figure 1* below with our organizational chart and resumes, PCG will be able to meet and exceed all of the County's requirements as listed in the RSQ.

**Organization Chart**



**Figure 1. PCG's Proposed Staffing for Volusia County**

**PCG's Project Team**

**JAMES DACHOS**

James Dachos, a Manager at PCG based in the Austin, TX office, currently serves as the program director for EMS Cost Recovery and Compliance initiatives for multiple states including Texas, Florida, Washington, Colorado, and Oklahoma. As the program director, 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 70 clients across the state of Texas, more than 60 ambulance providers in Florida, and over 70 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.

**ALISSA NARODE**

Alissa Narode is a Senior Consultant based in the Albany, New York office and will serve as the Project Manager on this engagement. Ms. Narode has extensive experience managing statewide projects and comprehensive knowledge on rate setting and rate study projects. Ms. Narode serves as the Project Manager on the Florida Public Emergency Medical Transportation (PEMT) program working with over 60 providers on their Medicaid cost reports and also is the Project Director for the Iowa Ground Emergency Medical Transportation (GEMT) program where she oversees a team to assist multiple EMS providers in completing Medicaid cost reports.

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Jill Seime is an Account Manager based in the Austin, Texas office and will serve as a Technical Advisor on this engagement. Ms. Seime has extensive experience work with Volusia County since 2017 and has worked with over seven other providers in the State of Florida. Ms. Seime also oversees the Iowa GEMT and Texas ASPP programs.

**LUKE TAFFURI**

Luke Taffuri, a Consultant in our Austin, Texas office, will serve as the Client Lead on this engagement. Mr. Taffuri 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.

**SARAH DICICCO**

Sarah DiCicco is a Senior Consultant in our Austin, Texas office, will service as client lead for the Medicare Cost Survey services. Ms. DiCicco has over 10 years of experience working with public sector clients at the federal, state, and local levels. She is a project lead for Emergency Medical Services (EMS) cost recovery and revenue maximization initiatives and manages statewide Medicaid cost settlement efforts for state health Medicaid agencies. Ms. DiCicco contributes to revenue generating engagements for governmental ambulance service providers participating in the Arkansas Ambulance Supplemental Payment Program (ASPP). She works closely with some of the State's largest providers, assisting with the preparation of annual cost reports and other key deliverables. In addition, she serves as a subject matter expert and drives the Medicare Ground Ambulance Data Collection effort for public and private providers.

**JEFFREY HO**

Mr. Ho, a Business Analyst in our Austin, Texas office, will serve as part of the project team. Mr. Ho is engaged in numerous projects throughout the country that support EMS providers in revenue maximization, Cost reporting, and Analytics. Mr. Ho supports providers through multiple states including Texas, Florida, and Iowa in the cost report compilation and data analysis.

**TRICIA ALTUM**

Ms. Altum, Lead Business Operations Analyst in our Austin, TX office, who will serve as part of the project support team. She leads the Data Management and Operations Team (DMOT) within PCG's Health Service Practice Area. DMOT supports cost reporting activities in the emergency medical services and school-based health services product lines for twelve states.

In her career, Ms. Altum has developed and refined processes, visualizations, models, and tools for calculations central to projects across the Health practice area and championed the use of data visualization tools for internal analyses and client reporting. 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, culminating in the creation of the DMOT.

She has extensive experience in the area of health care financing, have worked 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.

**ADRIANA MENDOZA**

Adriana Mendoza, Operations Analyst II located in our Austin, TX office, who will serve as part of the project support team. Ms. Mendoza works within DMOT to support cost reporting activities in EMS services. Ms. Mendoza develops data tools, Tableau visualizations, and Excel cost reports alongside ad-hoc data



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analysis to be included in desk reviews, audits, and billing data processing. Ms. Mendoza manages multiple EMS state projects as DMOT state lead in Oregon, Oklahoma, Florida, and Illinois.

***PCG's Subject Matter Expert Team for Additional Services***

**JOE WEBER**

Mr. Weber, and Associate Manager at PCG based in the Albany, NY office, has an intricate understanding of both federal and state regulations governing cost accounting and third-party compliance reporting. Mr. Weber is leading the new federal EMS initiative on behalf of PCG called Emergency Triage, Treat, and Transport also known as ET3 to test integrated care models and value-based payment for Medicare Fee for Service beneficiaries.

**KEN RIDDLE**

Chief Ken Riddle has over 40 years of experience in EMS and fire services. He retired from the Las Vegas Department of Fire & Rescue (LVF&R) after 28 years of service. He served as the Assistant Fire Chief and the Deputy Fire Chief of every division including the Operations Division, Emergency Medical Services Division, Support Services Division, and the Fire Prevention Division, where he served as the Fire Marshal. While serving in those positions, he designed and developed several major programs, including a comprehensive in-house firefighter health and wellness program and a fire-based EMS ambulance transport service. Chief Riddle has served as the Executive Director of the Nevada Fire Chiefs since 2007.

Chief Riddle has been extremely active in national fire and EMS issues since 1992, serving as an elected officer on the Executive Committee for the International Association of Fire Chief's (IAFC) EMS Section including the chairman of the Section and as the International Director for EMS on the IAFC Board of Directors. He also served as the President of the Southern Nevada Fire Chiefs Association.

**ALINA COFFMAN**

Alina currently oversees project implementations for all Public Safety Consulting Projects (PSCS). She also works with EMS providers in FL and IA to facilitate the Medicaid cost reporting process and provide audit support.

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RSQ #21-SQ-119BB**Resumes****JAMES DACHOS - MANAGER**

James Dachos, a Manager at PCG, 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 70 clients across the state of Texas, more than 60 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 and Massachusetts.

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**

**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 Director

*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.

**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 Director

*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.

**State of Washington – Approximately 60 public EMS providers**

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

*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.



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RSQ #21-SQ-119BB**Oklahoma Ambulance Association (OKAMA), State of Oklahoma**EMS Cost Recovery Program (March 2014 - Present): Program Director

*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 Director

*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 implementing program on behalf of HCPF. Developed web-based cost report portal with pre-payment audit controls.

**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.

**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

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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. Overseas 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

#### **Education**

**Clark University, Worcester, MA**

Masters of Business Administration, 2011

**Bates College, Lewiston, MA**

Bachelor's Degree, Sociology, 2004

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### **ALISSA NARODE - SENIOR CONSULTANT**

Alissa Narode is a Senior Consultant based in the Albany, New York office and will serve as project manager on this engagement. Ms. Narode has extensive experience managing statewide projects and comprehensive knowledge on rate setting and rate study projects. Since joining PCG, Ms. Narode has supported and led several key initiatives. 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. Ms. Narode also serves as the Project Manager on the Florida Public Emergency Medical Transportation (PEMT) program working with over 60 providers on their Medicaid cost reports and also is the Project Director for the Iowa Ground Emergency Medical Transportation (GEMT) program where she oversees a team to assist multiple EMS providers in completing Medicaid cost reports. On behalf of the Wisconsin Department of Health Services, Ms. Narode works hand-in-hand 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**

##### **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 through 2017 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.

##### **Public Emergency Medical Transportation (PEMT) Program, State of Florida**

###### FL EMS (PEMT) Program (January 2017 – Present): Project Manager

*Project:* Oversee the completion of our over 60 providers Medicaid cost reports annually which includes obtaining data from the facilities in order 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:* Manages the PEMT program on behalf of all our Florida providers. Works with the State of Florida's Agency for Health Care Administration (AHCA) and the Florida Fire Chiefs Association (FFCA) to support the PEMT program and assist in implementation of the Managed Care program. In addition, she facilitates ongoing support between the EMS providers and AHCA.

##### **Office for the Aging, State of New York**

###### Cost Allocation Consulting Services (February 2020 – Present): Project Manager

*Project:* Perform a brief review of the Area Agencies on Aging (AAAs) and Independent Living Centers (ILCs) professional staff activities related to implementing the NY Connects system and NYSOFA's existing cost allocation efforts and time study processes to ensure compliance with federal requirements. Review

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and assess NY Connects operations and direct administrative costs and advise NYSOFA, AAA and ILC staff on how to distinguish between eligible and ineligible administrative activities. Develop a federally compliant CAP for NYSOFA. Negotiate with state and federal agencies responsible for approving the CAP and, if necessary, draft and negotiate MOUs with other state entities.

*Ms. Narode:* Leads the review of AAA and ILC documentation and operational/financial processes to inform the development of a federally compliant cost allocation plan for the NY Connects program.

#### **Ground Emergency Medical Transportation (GEMT) Program, State of Iowa**

IA GEMT Program (November 2019 – Present): Project Director

*Project:* Oversees the project team and the completion of our providers Medicaid cost reports annually which includes obtaining data from the facilities in order 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:* Oversees the GEMT program on behalf of all our Iowa providers. Works with the State of Iowa's Department of Human Services (DHS) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and DHS.

#### **Ground Emergency Medical Transportation (GEMT) Program, State of Illinois**

IL GEMT Program (October 2019 – Present): Project Director

*Project:* Oversees the project team and the completion of our providers Medicaid cost reports annually which includes obtaining data from the facilities in order 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:* Oversees the GEMT program on behalf of all our Illinois providers. Works with the State of Illinois Department of Healthcare and Family Services (HFS) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and HFS.

#### **Department on Aging, State of Illinois**

Rate Study for the Community Care Program (January 2018 – September 2019): 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 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.

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*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.

**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 in order 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 Washington State Health Care Authority (HCA).

**Department of Health Care Policy and Financing, State of Colorado****Pay for Performance Application Review** (July 2016 – April 2019 ): 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 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.

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**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 in order to familiarize the MDHHS Project Manager with the activities performed. Drafted several components of the final report including the conflict of interest subsection.

**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**  
**New York State Assembly, Albany, NY**

May 2015 – Present  
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

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RSQ #21-SQ-119BB**SARAH DICICCO - SENIOR CONSULTANT**

Sarah DiCicco is a healthcare consultant in our Austin, Texas office, and has over 10 years of experience working with public sector clients at the federal, state and local levels. As a Senior Consultant, she provides reimbursement and claim solutions services to state and local governments and supports ambulance service providers. She is a project lead for Emergency Medical Services (EMS) cost recovery and revenue maximization initiatives, as well as manages statewide Medicaid cost settlement efforts for state health Medicaid agencies. Ms. DiCicco contributes to revenue generating engagements for governmental ambulance service providers participating in the Arkansas Ambulance Supplemental Payment Program (ASPP). She works closely with some of the State's largest providers, assisting with the preparation of annual cost reports and other key deliverables. In addition, she serves as a subject matter expert and drives the Medicare Ground Ambulance Data Collection effort for public and private providers.

**Relevant Project Experience****Centers for Medicare and Medicaid Services (CMS) Medicare Ground Ambulance Data Collection System** (February 2020 – Present): Program Manager

Project: Led PCG program development for application organization, project management, quality assurance, and submission for EMS clients selected for participation in the Medicare Ground Ambulance Data Collection System.

**Arkansas EMS Providers, State of Arkansas**

Arkansas EMS ASPP Program (February 2020 – Present): Client Lead

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.

**Education**

**University of Texas Austin, Austin, TX**

Executive Masters of Business Administration, 2021

**University of San Francisco, San Francisco, CA**

Bachelor of Science Business Administration, 2004



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RSQ #21-SQ-119BB**LUKE TAFFURI - CONSULTANT**

Luke Taffuri, a Consultant 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.

**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. Work on establishing Managed Care (MCO) supplemental payment programs.

*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. Develop a MCO funding model and implementation methods for the state.

**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. Work on establishing Managed Care (MCO) supplemental payment programs.

*Mr. Taffuri:* Compile detailed documents in order 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. Develop a MCO funding model and implementation methods for the state.

**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**

Bachelors in Accountancy, Bachelors in Finance, 2017



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### **JILL SEIME - ACCOUNT MANAGER**

Ms. Jill Seime is a healthcare professional with 25+ years of experience in Medicaid who uses innovative ideas, collaborative approaches and leadership skills to manage projects and develop new programs. She is experienced in health care finance, policy and audit management. Previously responsible for development of rate setting and audit controls for physician, ambulance and hospital Medicaid supplemental payment programs for the State of Texas, successfully managing financial audits totaling over \$1 billion annually and supplemental payments to Uncompensated Care (UC) Providers of \$8.5 billion per year. Ms. Seime is highly skilled in Medicaid budget forecasting, actuarial analysis, medical policy fiscal impact analysis, claims adjudication analysis, cost report analysis and clinical outcomes analysis.

### **Relevant Project Experience**

Since 2014, responsible for providing oversight of hospital cost reporting services and Disproportionate Share Surveys/Audits for state psychiatric facilities in five (5) states, project management of public EMS cost reporting services in two (2) states, and currently serves as PCG's subject matter expertise for compilation of public EMS cost reporting services in four (4) additional states:

#### **Hospital Cost Reporting Services and Disproportionate Share Surveys**

**Department of Health Care Finance, District of Columbia**

DC Saint Elizabeths Hospital Cost Reporting Services: **Project Lead**

#### **Office of Behavioral Health (OBH), Department of Health, State of Louisiana**

OBH Cost Reporting Services, DSH and Financial Services Reporting: **Project Lead**

- ▶ Central Louisiana State Hospital (2552-10)
- ▶ East Louisiana State Hospital (2552-10)
- ▶ Southeast Louisiana State Hospital (2552-10)
- ▶ Louisiana Department of Health – Home Office Cost Report (CMS 287-05)

#### **Agency for Health Care Administration, State of Florida**

Cost Reporting Services for State Psychiatric Hospitals: **Project Lead**

- ▶ Florida State Hospital
- ▶ Northeast Florida State Hospital
- ▶ South Florida State Hospital

#### **Department of Health Services, State of Arizona**

Medicare and Medicaid Cost Reporting Services: **Project Lead**

- ▶ Arizona State Hospital

#### **IL Department of Human Services, State of Illinois**

Medicare and Medicaid Reimbursement & Cost Reporting Services: **Project Lead**

- ▶ Alton Mental Health Center
- ▶ Chicago-Read Mental Health Center
- ▶ Choate Mental Health Center
- ▶ Elgin Mental Health Center
- ▶ Madden Mental Health Center
- ▶ McFarland Mental Health Center

#### **Public EMS Cost Reporting Services**

**Ground Emergency Medical Transportation Program (IA GEMT), State of Iowa**

Cost Reporting Operations and Policy, **Project Manager**

**Ambulance Supplemental Payment Program (TX ASPP), State of Texas**

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Cost Reporting Operations and Policy, **Project Manager**

**Public Emergency Medical Transportation Program (FL PEMT), State of Florida**  
**OHCA CPE Public Ground Ambulance Program, State of Oklahoma**  
**Ground Emergency Medical Transportation Program (MO GEMT), State of Missouri**  
**Ground Emergency Medical Transportation Program (WA GEMT), State of Washington**  
Policy and Cost Report Compilation, **Subject Matter Expert**

**Other Relevant Project Experience**

**Texas Health and Human Services Commission (HHSC) / Hospital Rate Setting Department**

Texas Medicaid Upper Payment Limit (UPL) and 1115 Waiver Uncompensated Care (UC) Supplemental Payment Programs (February 2009 – July 2014): Team Lead

*Project:* As Team Lead for Medicaid UPL and Uncompensated Care (UC) Programs, coordinated staff of three (3) in developing health policy and payment methodology for the timely processing of Medicaid hospital supplemental payments totaling \$3.9 billion annually for the State of Texas. Identified and implemented new payment methodology for six (6) UPL programs that eliminated end-of-year reconciliations, reducing provider recoupments by 75% and increasing UPL reimbursement to Texas hospitals by 18%.

*Ms. Seime:*

- Drafted Medicaid state plan amendments, Administrative Code rules, HHSC policy and procedures and financial controls to ensure state compliance with CMS rules and regulations while increasing provider participation and revenue. Successfully coordinated “zero findings” audits of UPL Programs with Federal Office of Investigations (OIG) and State Auditor’s Office.
- Delivered program goals on budget and on schedule. Coordinated creation of quarterly state and federal CMS-37 and CMS-64 rate setting budgets for DSH, UC and DSRIP programs totaling \$7.6 billion per year. Managed budget variances for the 1115 Waiver UC and DSRIP programs, GME, and Medicaid Disproportionate Share Program, providing explanations to CMS and Legislative Budget Board.
- Collaborated effectively with providers to communicate changes to supplemental payment methodologies, analyze UC data applications and CMS 2552 cost reports, recover 98% of accounts receivables, reconcile supplemental payments to CMS-64 federal match reports, and resolve payment issues.
- Coordinated CMS compliance reporting, documented payment processes, and worked with HHSC Accounts Payable and Fund Accounting to reduce turnaround time for processing supplemental payments from 8 to 5 weeks.
- Developed and presented complex program policy issues to healthcare executives, state associations and community stakeholders. Guest Speaker at Regional Health Plan Summit in August 2012 for 1115 Waiver Payments.

**Affiliated Computer Services, Inc. (ACS) / Texas Medicaid Healthcare Partnership, TX**

Claims Administrator/Fiscal Agent for Texas Medicaid Program (October 2003 – January 2009):

Health Policy Research Analyst

*Project:* Managed technical projects and created operational reporting on behalf of Decision Support Services (DSS) for ACS/Texas Medicaid Healthcare Partnership (TMHP), the Claims Administrator for the Texas Medicaid Program.

- As Business Objects Ad Hoc Query Trainer, developed curriculum and provided training to state and internal users on best practices for querying and analyzing provider enrollment, client eligibility and adjudicated claims data in the Medicaid MMIS Data Warehouse.

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- Selected by state leadership to fast track creation of technical training for 250+ state users of a new Compass 21 Encounters Data Warehouse. Received accommodation letter from HHSC for successful implementation in August 2008.
- Updated business requirements for MCO standard reports for monitoring network adequacy and access to care, financial reporting statistics and clinical utilization. Identified and analyzed encounter data integrity issues, performing user acceptance testing (UAT) to resolve provider submission and reporting problems.
- Researched and mediated medical policy and claims adjudication issues associated with CMS/OIG Payment Error Rate Measurement (PERM) audits. Evaluated and updated hard-coded logic of claim edits/audits. Verified Medicaid eligibility for service and appropriateness of medical coding and billing.
- Compiled, analyzed, evaluated and reviewed 1) proposed legislative changes in Medicaid eligibility, programs or services; 2) rate adjustments and fiscal impacts associated with changes in medical policy; and 3) accuracy of UB04, CMS 1500 and 837 transactions, TIERS client eligibility, and MCO Premium Payable files.

**National Heritage Insurance Company (NHIC) / an EDS Company, TX**

Claims Administrator/Insured agent for Texas Medicaid Program (February 2001 – October 2003):  
Financial Risk Management Team Leader

*Project:* Supervised Finance department of seven (7) staff to ensure NHIC's compliance with external financial reporting requirements of the Texas Medicaid Claims Administrator contract. Directed creation of key performance indicators and actuarial projections for premium rate setting negotiations between NHIC and HHSC for the Texas Medicaid Fee for Service and Managed Care Programs.

*Ms. Seime:*

- During new MMIS system implementation, defined business requirements and specifications for creating and testing MARS/STAT Financial Reports to ensure the accuracy and appropriateness of DRG, HCPCS and ICD-9 coding used in per member per month (PMPM) projections.
- Evaluated changes in Medicaid policy for impact to actuarial projections, financial operations and back-end reporting systems. Created financial model for identifying \$11.2M in medical policy savings through claims analysis.
- Identified clinical utilization patterns by risk group and communicated trends to HHSC, OAG and other stakeholders. Collaborated with state and NHIC Medical Directors to negotiate cost-effective MS-DRG reimbursement and case rates with out-of-state Medicaid providers.
- Developed medical fiscal impact analyses for annual HCPCS, DRG & ICD-9 project implementations.

**Professional Background**

**Public Consulting Group, Austin, TX**

**TX HHSC, Austin, TX**

**Affiliated Computer Services/Xerox, Austin, TX**

**NHIC/EDS, Austin, TX**

**HCIA, Inc., Baltimore, MD & Austin, TX**

**Seton Healthcare Network, Austin, TX**

**Brackenridge/Children's Hospital, Austin, TX**

September 2014 – Present

February 2009 – July 2014

October 2003 – January 2009

February 2001 – October 2003

December 1997 – September 1999

May 1995 – December 1997

June 1992 – May 1995

**Education**

**University of Houston – Clear Lake, Houston, TX**

Master of Business Administration / Master of Healthcare Administration, 1993

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**University of Texas at Austin, Austin, TX**  
Bachelor of Journalism, Broadcast Journalism, 1985

**Certifications / Publications / Special Skills**

Proficient with Microsoft Excel, Word, PowerPoint, Outlook, Access, Visio, Business Objects 6.5 SP2 /  
Webi, SQL, SharePoint, Kintana, BIDesigner, Turbo Project.

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Medicare Cost Reporting and Medicaid Reimbursement Consulting Services  
RSQ #21-SQ-119BB**JEFFREY HO – BUSINESS ANALYST**

Jeffrey Ho, 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. Ho supports providers through multiple states including Texas, Florida, Oklahoma, Colorado, Iowa and Oregon in the cost report compilation and data analysis.

**Relevant Project Experience****Austin Dispatch Equity & Optimization Efficiency Study, Austin, TX**

Jefferson Parish Feasibility Study (May 2021 – Present):

*Project:* PCG was contracted by the City of Austin to conduct a dispatch equity study and optimization efficiency study and provide recommendations to improve equitable health outcomes in the community; promote efficiency and effectiveness within and across City departments; and address the City's budget constraints.

*Mr. Ho:* Providing ongoing data analysis on public input surveys and EMS/Fire Dept. surveys relevant to the studies.

**Jefferson Parish Feasibility Study, Jefferson Parish, LA**

Jefferson Parish Feasibility Study (Nov. 2020 – Present):

*Project:* PCG was contracted by Jefferson Parish Department of Purchasing to provide a feasibility study and report, relative to the provision of public emergency medical services (EMS) within and for Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2.

*Mr. Ho:* Providing ongoing analysis centered on the departments financial objectives and utilization that yielded valuable information for EMS planning for the department.

**Florida EMS Providers, State of Florida**

Florida EMS PEMENT Program (July 2020 – 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. Ho:* Assist in 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 (January 2021 – 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. Ho:* Compile detailed documents in order to conduct data analysis and generate intuitive visualizations. Assist in managing the preparation of annual cost reports and provide comprehensive support throughout the State's desk reviews.

**Iowa EMS Providers, State of Iowa**

Iowa EMS Supplemental Payment Program (July 2020 – 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. Ho:* Assist with client interactions and data collection. Prepare the annual cost reports, data analysis, and provide comprehensive support throughout the State's desk reviews.

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**Oklahoma EMS Providers, State of Oklahoma**

Oklahoma EMS Supplemental Payment Program (July 2020 – 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. Ho:* Assist with client interactions and data collection. Prepare the annual cost reports, data analysis, and provide comprehensive support throughout the State’s desk reviews.

**Oregon EMS Providers, State of Oregon**

Oregon EMS Supplemental Payment Program (July 2020 – 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. Ho:* Assist with client interactions and data collection. Prepare the annual cost reports, data analysis, and provide comprehensive support throughout the State’s desk reviews.

**Southeast Weld Fire Department Cost of Service and Rate Analysis, State of Colorado**

Southeast Weld Fire Department Cost of Service and Rate Analysis (2020):

*Project:* PCG was contracted by Southeast Weld Fire Department (SWFD) to provide a comprehensive Cost of Service Analysis and Rate Study. PCG provided analytical services that benefited SWFD operations and budget planning.

*Mr. Ho:* Provided analysis centered on the departments financial objectives and utilization that yielded valuable information for EMS planning for the department.

**Fountain Fire Department Cost of Service and Rate Analysis, State of Colorado**

Fountain Fire Department Cost of Service and Rate Analysis (2020):

*Project:* PCG was contracted by Fountain Fire Department (FFD) to provide a comprehensive Cost of Service Analysis and Rate Study. PCG provided analytical services that benefited FFD operations and budget planning.

*Mr. Ho:* Provided analysis centered on the departments financial objectives and utilization that yielded valuable information for EMS planning for the department.

**Professional Background**

**Public Consulting Group, Austin, TX**

July 2020 – Present

**Education**

**Cornell University, Ithaca, NY**

B.S. in Human Biology, Health and Society, 2020



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Volusia County  
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RSO #21-SQ-119BB**TRICIA ALTUM - LEAD BUSINESS OPERATIONS ANALYST**

Ms. Altum stood up and leads the Data Management and Operations Team (DMOT) within PCG's Health Service Practice Area. 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 using a consistent set of tools and processes. Currently the DMOT supports cost reporting activities in the emergency medical services and school based health services product lines for twelve states.

In her career, Ms. Altum has developed and refined processes, visualizations, models and tools for calculations central to projects across the Health practice area and championed the use of data visualization tools for internal analyses and client reporting. 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, culminating in the creation of the DMOT.

She has extensive experience in the area of health care financing, have worked 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.

**Relevant Project Experience****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 in order 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 in order 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.

**Multiple Clients in the States of Texas, Florida, Washington, Oregon, Iowa, 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 in order 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.

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RSQ #21-SQ-119BB**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 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.

**Education****Middlebury College, Middlebury, VT**

Bachelor of Arts in Chinese Literature and Language

**Certifications / Publications / Special Skills**

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



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**ADRIANA MENDOZA – OPERATIONS ANALYST II**

**Professional Experience**

**Operations Analyst II**

**July 2019 – Present**

**Public Consulting Group | Austin, TX**

- Lead the Data Management Operations Team (DMOT) in the Emergency Medical Services Medicaid cost reporting product line, main channel of communication between various states' progress and Lead Business Operations Analyst and Project Managers
- Train staff on nuances of state cost reporting policies and best practices regarding data requirements, tools, cost report entry
- Process and perform quality assurance on data, data tools, Tableau visualizations, and Excel cost reports
- Assist client leads and consultants with ad-hoc data analysis needs to include desk reviews, audits, billing data processing
- Manage multiple EMS Medicaid state projects as DMOT state lead in Oregon, Oklahoma, Florida, Illinois and support DMOT members leading Washington, Oklahoma, Iowa state projects
- Supervise two members of the Data Management Operations Team
- Lead Texas Ambulance Supplemental Payment Program as DMOT state lead
- Trained new DMOT staff and client leads on data requirements, data processing, data tools, and best practices
- Collaborated with direct supervisor, Lead Business Operations Analyst, in developing excel tools for cost reporting projects

**Professional Background**

**Public Consulting Group, Austin, TX**

October 2018-Present

**Health Informatics and Health IT Program – UT Austin, Austin, TX**

July 2018

**Scribe America, El Paso, TX**

April 2016 - May 2018

**Education**

**University of Texas at Austin –Red McCombs School of Business**

Health Informatics and Health Information Technology Certificate, 2018

**Texas State University at San Marcos**

Bachelor of Science in Biology, Minor in Chemistry, 2015

**Certifications / Publications / Special Skills**

- MS Excel, Access, PowerPoint, Word
- Tableau
- Bilingual, Spanish
- Medical Terminology
- MySQL
- R Studio
- HIPAA Certified

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RSQ #21-SQ-119BB**JOSEPH WEBER, PMP - ASSOCIATE MANAGER**

Mr. Joe Weber is an Associate Manager located in the Albany, New York office. Mr. Weber has an intricate understanding of both federal and state regulations governing cost accounting and third-party compliance reporting. Mr. Weber has previously led PCG's efforts as the WIMCR program coordinator, overseeing the efforts of PCG's project team through the audit and reporting processes. Mr. Weber also led PCG's efforts in reviewing the reimbursement methodology for county based public health services on behalf of the Georgia Department of Public Health and assisted the Colorado Office of Behavioral Health in establishing a web-based cost reporting application to be used in capturing financial data of community-based substance use disorder providers and to calculate provider and service specific cost per unit rates.

In addition to his experience working with community based public health and behavioral health providers, Mr. Weber has extensive experience assisting states in developing and implementing cost-based reimbursement methodologies for school-based health service programs. He is currently leading PCG's efforts in assisting the New York State Department of Health in implementing a certified public expenditure (CPE) reimbursement methodology for pre-school and school-based health services.

Mr. Weber is currently leading PCG's efforts to support the North Carolina State Health Plan for Teachers and State Employees to design and develop alternative payment models (APMs). PCG has been tasked with identifying potential services or populations that would be best suited for an APM pilot. Following the identification of potential APM pilot opportunities, PCG was tasked with developing all elements of the APM pilot including cost and quality benchmarks and targets, member attribution, and payment strategies.

**Relevant Project Experience****State Health Plan for Teachers and State Employees, State of North Carolina**Alternative Payment Model Services (July 2020 – Present)

*Project:* Assisting the State Health Plan with the design and development of Alternative Payment Models (APMs).

*Mr. Weber:* Mr. Weber is currently leading this initiative for PCG. The State Health Plan engaged PCG to assist in the design, development, and implementation of alternative payment model (APM) pilots as Phase II of the Plan's Clear Pricing Project intended to secure the Plan's financial future and to promote quality, accessible health care. PCG has completed initial design of four APM pilot programs for the Plan to consider from which two pilots have been chosen for comprehensive development efforts. PCG is currently completing detailed playbooks outlining key financial and programmatic components for a primary care, total cost of care pilot and for a behavioral health pay for performance (P4P) pilot.

**Department of Health, State of New York**Delivery System Reform Incentive Payment (DSRIP) Program Independent Assessor (August 2014 – December 2020): Engagement Manager

*Project:* Assisting the state with the implementation of the DSRIP program, including the development of an application and scoring methodology for Performing Provider Systems (PPS). Developing validation review protocols and policies to conduct ongoing assessments of PPS performance for the purpose of determining performance payments. Providing ongoing support through the development of policy guidance. Facilitating statewide PPS Learning Symposiums to share the best practices being implemented across the state. Assisting the state in completing mandatory reporting requirements on quarterly progress to CMS.

*Mr. Weber:* Manage the overall project effort for all tasks associated with PCG's role as the DSRIP Independent Assessor. Provide technical assistance to the state in ensuring all aspects of the program are implemented consistent with the waiver. Monitor financial aspects of the program including calculation of semi-annual performance payments.

**Department of Health, State of New York**

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**1115 Waiver Budget Neutrality Consulting (September 2017 – Present): Engagement Manager**

*Project:* Assisting the state to complete quarterly budget neutrality calculations for submission on the CMS-64 reports. Supporting the state in reviewing proposed waiver amendments for budget neutrality impacts and developing budget neutrality models to support amendment submissions. Providing ongoing technical assistance related to federal changes to budget neutrality reporting requirements.

*Mr. Weber:* Manage the overall project effort for all tasks associated with PCG's role for the engagement. Monitor federal budget neutrality guidance to support the state's budget neutrality reporting.

**Department of Health Services, State of Wisconsin**

**Web-Based Cost Report Tool Development (April 2014 – Present): Engagement Manager**

*Project:* Assist the state to develop a new web-based cost reporting tool for WIMCR. Facilitated meetings with state and county agency staff to get buy-in on proposed cost report changes. Worked with state staff to determine most appropriate approaches for identifying and reporting direct costs and for allocating overhead costs in the new cost report tool. Established a consistent approach for cost reporting for all participating county agencies that streamlined the amount of work for county agency staff. Provided comprehensive training for county agency staff on the new cost report tool and cost reporting requirements. Provide ongoing support to county agency staff throughout the cost reporting period.

*Mr. Weber:* Manage the overall project effort of PCG's project team. Completing desk reviews of all completed cost reports. Assist in generating the Provider Summary Report (PSRs), the Maintenance of Effort (MOE) calculations, and the County Treasury Reports (CTRs) for all county agencies upon completion of the cost reports and desk reviews.

**Department of Health Services, State of Wisconsin**

**WIMCR Cost Reporting (June 2013 – Present): Engagement Manager**

*Project:* Assisted the state in the coordinator of the WIMCR program including the completion of desk reviews of all WIMCR cost reports, the review of Provider Summary Reports (PSRs), the calculation of the Maintenance of Effort (MOE), and assistance in determining final payment amounts. Provided technical support to state and county agency staff throughout the annual WIMCR cost reporting process.

*Mr. Weber:* Manage PCG's project team's effort in conducting desk reviews of all WIMCR cost reports. Oversee the review of Provider Summary Reports (PSRs), the calculation of the Maintenance of Effort (MOE), and assistance in determining final payment amounts.

**Department of Health, State of New York**

**Pre-School and School Supportive Health Services Program Design and Implementation (November 2013 – Present): Engagement Manager**

*Project:* Assist the state in designing and implementing a cost-based reimbursement methodology for the school based health services program known as SSHSP.

*Mr. Weber:* Assisted in developing 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 trainings for school districts across the state to introduce the new methodology and all of the new program requirements. Conducting financial trainings to assist the LEAs in completing the annual cost report.

**Fire Department of New York (FDNY)**

**GEMT Program (January 2019 – Present): Engagement Manager**

*Project:* Supporting the Fire Department of New York (FDNY) to obtain approval for a supplemental payment program for Medicaid emergency medical services. Engaging with the New York state Department of Health to prepare and review state plan amendment documents. Completing financial modeling to determine the potential fiscal impact for FDNY and the state.

*Mr. Weber:* Oversees the project team working with FDNY and New York DOH. Provides technical guidance on programmatic and financial questions throughout program design and CMS negotiations.

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RSQ #21-SQ-119BB**Ground Emergency Medical Transportation (GEMT) Program, State of Illinois**IL GEMT Program (October 2019 – Present): Engagement Manager

*Project:* Oversees the project team and the completion of our providers Medicaid cost reports annually which includes obtaining data from the facilities in order 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. Weber:* Oversees the GEMT program on behalf of all our Illinois providers. Works with the State of Illinois Department of Healthcare and Family Services (HFS) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and HFS.

**Department of State Hospitals, State of California**Charge Description Master Update and Cost Reporting for State Hospitals (June 2018 – March 2020): Engagement Manager

*Project:* Assisting the state in completing a review of current revenue cycle management processes and policies for the five state-operated hospitals. Reviewing current charge master and inpatient per diem rates and recommending updates based on current utilization and expenditure data. Completing Medicare cost reports for the two Medicare certified hospitals.

*Mr. Weber:* Providing oversight of all project activities and deliverables under this scope of work. Providing technical assistance to the state on federal regulations regarding state operated psychiatric hospitals.

**Department of Human Services, Office of Behavioral Health, State of Colorado**Standardized Coding, Unit Costing, Reimbursement Rate and Web Solution for Substance Use Disorder (May 2012 – June 2014): Project Manager

*Project:* Assisted the State in completing a review of current coding standards for substance use disorder (SUD) providers and in developing a new, standardized coding manual for SUD services.

*Mr. Weber:* Reviewed the existing cost reporting methodology for SUD providers and developed revised cost reporting guidelines and template to more accurately capture the actual cost of providing SUD services. Assisted in the development of a web-based cost reporting form and user guide to be used by all SUD providers in the state for completing the annual cost reports that will be used to inform rate setting efforts.

**Department of Health and Human Services, Bureau for Medical Services, State of West Virginia**School Based Health Services Program Design and Implementation (July 2011 – June 2015): Project Manager

*Project:* Assist the state in designing and implementing a cost based reimbursement methodology for the school based health services program. Work with the Department of Education to develop consistent practices for the reporting of indirect costs across the state's 57 LEAs.

*Mr. Weber:* Assisted in developing the SPA document outlining the new methodology and all accompanying documents including the cost report and cost reporting guide. Conducted trainings to introduce the new methodology and all new program requirements to the LEA and RESA staff.

**Division of Medical Assistance and Health Services, State of New Jersey**Special Education Medicaid Initiative Program Design and Implementation (July 2011 – Present): Cost Settlement Project Manager

*Project:* Assist the state in designing and implementing a cost based reimbursement methodology for the school based health services program known as SEMI.

*Mr. Weber:* Assisted in developing 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.

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RSQ #21-SQ-119BB**Department of Public Welfare Pennsylvania Department of Education, Commonwealth of Pennsylvania****School Based Access Program Cost Settlement Implementation** (July 2013 – September 2014): Cost Settlement Project Manager

*Project:* Assist the Commonwealth in implementing a cost-based reimbursement methodology for the school-based health services program known as SBAP. Conducted a review of the recently approved SPA to identify implementation requirements. Worked with DPW and PDE to conduct trainings on cost settlement requirements.

*Mr. Weber:* Assist in development of a web-based cost reporting template and cost report instructions for the LEAs. Implemented a comprehensive desk review and auditing protocol to support DPW audit efforts.

**Department of Community Health, State of Georgia****School Based Health Services Program Design and Implementation** (July 2010 – December 2011): SPA and Cost Settlement Lead

*Project:* Assist the state in designing and implementing a cost-based reimbursement methodology for the school-based health services program known as CISS.

*Mr. Weber:* Assist in development of 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. Conducting financial trainings to assist the LEAs in completing the annual cost report.

**District of Columbia Public Schools, District of Columbia****Medicaid Cost Settlement Reports** (April 2007 – September 2011): Cost Settlement Lead

*Project:* Prepared and submitted the Special Education Medicaid Cost Settlement Report on behalf of the District of Columbia Public Schools for fiscal years 2004 through 2009.

*Mr. Weber:* Assisted in analysis of all costs incurred by the District of Columbia Public Schools in the provision of special education services to Medicaid eligible students. Identified the Medicaid allowable and non-allowable costs for school-based health services.

**Department of Health Care Finance, District of Columbia****School Based Health Services Program Design and Implementation** (January 2009 – September 2011): Project Manager

*Project:* Assisted DHCF in developing and implementing a cost-based reimbursement methodology for the school-based health services program.

*Mr. Weber:* Helped prepare the SPA document as well as the cost report template and instructions. Prepared responses to CMS questions to gain approval of the SPA. Conducted cost reporting trainings for DC Public Schools and DC Public Charter Schools to inform the schools of the new methodology and cost reporting requirements.

**Department of Community Health Division of Public Health, State of Georgia****Reimbursement Improvement in Public Health Departments** (July 2010 – October 2011): Project Manager

*Project:* Conduct a comprehensive review of Georgia's public health cost accounting system.

*Mr. Weber:* Facilitated stakeholder meetings with local public health department representatives. Completed an analysis of the current cost accounting system to identify the system strengths and weaknesses. Reviewed the current methodology for time reporting and allocation. Assisting DPH to develop a revised cost reporting template and time reporting method for public health services.

**Department of Children and Families, State of Florida****Crisis Stabilization Unit Reimbursement Conversion** (May 2012 – March 2013): Project Manager

*Project:* Assisted the Department in an evaluation of the current capacity-based reimbursement methodology for crisis stabilization unit (CSU) services as directed by a legislative proviso. Developed

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options for a utilization based reimbursement methodology for CSU services for Department consideration. Conducted an analysis of CSU provider costs compared to existing rates.

*Mr. Weber:* Assisted the Department in conducting monthly workgroup meetings with providers and other stakeholders. Provided the Department with a final report detailing proposed options for a utilization based reimbursement methodology, recommendations for a preferred methodology, and important considerations for implementation.

#### **Department of Mental Health, Commonwealth of Massachusetts**

Federal and State Cost Reporting Compliance (July 2005 – June 2013): Project Manager

*Project:* Received training on required federal and state cost reports including Medicare (CMS-2552), Medicaid (DHCFF-403), and ICF/MR Medicaid (DHCFF-403a) cost reports. Prepared Medicare CMS-2552 and Medicaid 403 cost reports on behalf of the facility. Obtained specific information from the facilities in order to properly analyze detailed charges, revenue, and expenditures.

*Mr. Weber:* Completed diligent analysis of the facility expenses to ensure all allowable costs were captured and reported in the cost reports.

#### **Department of Mental Health, State of Missouri**

Various Projects (January 2006 – June 2013): Financial Analyst, Project Manager

*Projects:* • **Physician Billing Conversion Analysis:** Provided consulting services related to the implementation of a cost-based physician reimbursement system in four state owned and operated teaching hospitals. Methodology will switch these providers from the fee for service system to a cost-based reimbursement system under the Medicare program.

• **Medicare TEFRA Exception Appeals:** Prepared FY 2000-FY 2003 Medicare TEFRA appeals and supporting documentation on behalf of the five state-owned and -operated psychiatric facilities. Appeal submissions included all necessary calculations and written language providing justification for the appeal.

• **Federal and State Cost Reporting:** Prepared the CMS-2552 cost reports for Medicare and Medicaid on behalf of the nine state-operated psychiatric facilities. Obtained specific information from the facilities in order to properly analyze detailed charges, revenue, and expenditures. Completed a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Conducted an analysis of the current rates set for Medicaid services and the current Disproportionate Share Hospital (DSH) calculation for the state facilities.

*Mr. Weber:* Assisted DMH with submission of patient logs and provider negotiations with the intermediary. Oversaw completion and submission of all Medicare and Medicaid cost reports on behalf of the DMH state operated facilities.

#### **Health and Human Services Commission, Department of State Health Services, State of Texas**

Study of the Texas Public Behavioral Health System (July 2011– October 2012): Financial Analysis Lead

*Project:* Conducted a review of the current public behavioral health system in Texas. Assessed the system's strengths and weaknesses programmatically and financially to assist in making recommendations for system redesign. Conducted seven public stakeholder forums to gather stakeholder input on the current behavioral health system.

*Mr. Weber:* Met with mental health and substance abuse providers, advocacy groups, and other stakeholders. Provided the State with a report on the current system. Developed recommendations for system redesign in preparation for federal health care reform as it currently stands. Conducted an additional seven public stakeholder forums to gain stakeholder feedback on the proposed recommendations. Produced a final report for the State outlining recommendations for system redesign in three key areas: service delivery system, governance and oversight, and funding and financing.

#### **Utah State Legislature, Executive Appropriations Committee, State of Utah**

Study on the Feasibility of Privatization of Parts of the Utah State Hospital and Utah State Developmental Center (April 2010 – September 2010): Financial Analysis Lead

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*Project:* Conducted an assessment on the feasibility of privatizing the Forensic Unit at Utah State Hospital (USH) and the semi-secure units at the Utah State Developmental Center (USDC). Conducted a peer state analysis of like facilities and prepared a financial analysis illustrating potential areas for cost savings through privatization.

*Mr. Weber:* Produced a final report for the state on the feasibility of privatizing the units identified.

#### **Department of Mental Health, State of Ohio**

Administrative Cost Reduction Study (May 2010 – August 2010): Financial Analysis Lead

*Project:* Conducted a study of the administrative cost structure of the Ohio behavioral health system. Reviewed functions as state, county board, and provider levels to identify administrative inefficiencies.

*Mr. Weber:* Provided the state with a final report detailing areas for administrative cost reduction and recommendations for improving efficiency in the behavioral health system.

#### **Bureau of Behavioral Health and Health Facilities, State of West Virginia**

Bureau of Behavioral Health and Health Facilities Redesign (July 2005 – June 2007): Financial Analyst

*Project:* Provide financial review component of a comprehensive redesign of the Bureau for Behavioral Health and Health Facilities under DHHR.

*Mr. Weber:* Review funding system for services provided in the community and recommend changes to better support community programs and to maximize federal revenues.

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

Nursing Facility Pay for Performance Reviews (April 2009 – June 2013): Project Manager

*Project:* Reviewed, evaluated, and validated whether nursing facilities that applied for additional reimbursement related to the Pay-For-Performance program implemented, and were in compliance with, performance measures, as defined by the Department, that provide high quality of life and high quality of care to their residents.

*Mr. Weber:* Successfully provided final evaluation results of the Pay-For Performance applications to the Department and a report detailing the recommendations to the Department for continuing and improving this project.

#### **Division of Health Care Finance and Policy, Commonwealth of Massachusetts**

Various Projects (July 2005 – Jun 2011): Audit Team Leader

*Projects:*

- Uncompensated Care Pool Audit and Data Analysis: Performed data analysis on discrepancies between UB92 claims and aggregate charge data reported on UC Forms and between UB92 claims and free care applications.
- Health Safety Net Compliance Review: Conducted field audits of 25 providers to ensure compliance with Health Safety Net eligibility and claiming regulations. Areas of review included allowable bad debt, Health Safety Net as secondary payer, reporting of bad debt recoveries, reporting of free care income, and service code eligibility.

*Mr. Weber:* Analyzed charge optimization strategies by providers and compared UCP payment levels to other government and private payers. Conducted field audits of fifteen providers based on the results of the data analysis. Prepared a final report detailing all findings of the field reviews and recommendations for enhanced compliance.

#### **Department of Human Services, State of North Dakota**

Rebasing Medical Services Payment Rates (February 2008 – October 2008)

*Project:* Developed a cost survey to determine the current costs of providing Chiropractic and Dental services in North Dakota.

*Mr. Weber:* Calculated cost based Medicaid rates for Chiropractic and Dental services based on provider costs and utilization data. Conducted an analysis of the current Medicaid fee schedule and the projected

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cost based rates to determine the additional funding needed by the state to support a rebasing of Medicaid rates to cost.

**Professional Background**

**Public Consulting Group, Albany, NY**

July 2005 – Present

**Education**

**Clark University, Worcester, MA**

Masters of Business Administration, 2009

**College of the Holy Cross, Worcester, MA**

Bachelor of Arts in Economics, 2005

**Certifications / Publications / Special Skills**

Professional Associations

Healthcare Financial Management Association (HFMA)

Project Management Institute, National and Upstate New York Chapters



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Volusia County  
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RSQ #21-SQ-119BB**KENNETH RIDDLE - SENIOR ADVISOR**

Chief Ken Riddle has over 40 years of experience in EMS and fire services. He retired from the Las Vegas Department of Fire & Rescue (LVF&R) after 28 years of service. He served as the Assistant Fire Chief and the Deputy Fire Chief of every division including the Operations Division, Emergency Medical Services Division, Support Services Division, and the Fire Prevention Division, where he served as the Fire Marshal. While serving in those positions, he designed and developed several major programs, including a comprehensive in-house firefighter health and wellness program and a fire-based EMS ambulance transport service. Chief Riddle has served as the Executive Director of the Nevada Fire Chiefs since 2007.

Chief Riddle has been extremely active in national fire and EMS issues since 1992, serving as an elected officer on the Executive Committee for the International Association of Fire Chiefs (IAFC) EMS Section including the chairman of the Section and as the International Director for EMS on the IAFC Board of Directors. He also served as the President of the Southern Nevada Fire Chiefs Association.

**Relevant Project Experience****Medical Transportation Management (MTM), Inc.**State Education, Training, and Outreach Coordinator (2016 – 2019)

*Project:* Responsible for community outreach to medical facilities in the states of Nevada and Idaho, working with case managers, social workers, and other medical professionals regarding non-emergency medical transportation services for Medicaid recipients.

**Nevada Fire Chiefs Association**Executive Director (2007 – Present)

*Project:* Member of the Board of Trustees. Responsible for the day-to-day administration and management of a non-profit member driven organization. Manage three federal grants for the recruitment and retention of volunteer firefighters in rural Nevada.

**Riddle & Associates, Nevada**Independent Fire and EMS Consultant (2006 – 2019t)

*Project:* Served as an independent contractor for fire and EMS studies for a few select fire/EMS consulting firms including the Abaris Group, the Ludwig Group, FACETS Consulting, and a few others.

Completed several fire and EMS studies including the following:

City of Tukwila (WA) Fire Station Location Study (2017)

City of Houston (TX) Fire Department Operational Assessment (2016)

City of Phoenix (AZ) Fire Department Ambulance Deployment and Staffing (2016)

Fort Wayne (IN) Fire Department EMS Transport Feasibility Study (2016)

City of San Antonio (TX) Fire Department EMS Study

Orange County (FL) Fire Department Consolidation

Study New York Power Authority EMS Study

Sugar Foods Corporation (CA) Fire Safety Study

EMD Pharmaceuticals-Cyanide Antidote Medical Advisory Member

US Fire Administration-Coordinated the rewrite of the EMS Safety and Infection Control Manuals

Fire and Emergency Television Network Researched and developed two national training programs, Fire Department response to Bomb incidents and Cold and Ice Water Rescue.

Several Telephone Consulting projects for investment or equity firms related to fire/EMS and ambulance services, SCBA, software, safety equipment, ePCR, PPE and use of unmanned aircraft systems

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RSQ #21-SQ-119BB**National Fire Protection Association, Massachusetts****Fire Service Training Consultant (2010 – 2011)**

*Project:* Subject matter expert in developing training programs for fire and EMS response to emergencies involving electric and hybrid vehicles. Participated as a team member to develop the NFPA's Emergency Response to hybrid and electric vehicle incidents.

**The Abaris Group, California****Senior Consultant (1999 – 2013)**

*Project:* Lead consultant on several fire and EMS studies:

State of Colorado EMS Department Regional Emergency and Trauma Advisory Councils (RETAC) assessment and strategic planning

City of Spokane (WA) Fire Department EMS Study

City of Great Falls (MT) Fire Department EMS Assessment

El Paso (TX) Hospital Study regarding the impact of EPFD establishing hospital destination policy

City of Clinton (IA) EMS Study

Santa Clara County (CA) EMS Study

City of San Diego (CA) Fire Department EMS Study

Merced County (CA) EMS Ambulance RFP Evaluator

Monterey County (CA) EMS Ambulance RFP Evaluator

Sonoma County (CA) EMS Study and Development of Ambulance RFP

Multnomah County (OR) EMS Ambulance RFP Evaluator

Hamilton County (OH) Fire Department EMS Study

Town of Pahrump (NV) Fire Department EMS Study

Washington D.C. Fire Department EMS System, Consultant, and Subject Matter Expert for Mayor's Office

Researched and wrote the 2011 edition of *Trends in the Ambulance Industry* for The Abaris Group

**Las Vegas Fire & Rescue****Various Operational and Management Positions (1978 – 2006)**

**Deputy Fire Chief/Administration (2006):** Responsible for administrative duties, including Human Resources, Emergency Management, and Fire Training.

**Deputy Fire Chief/Fire Marshal (2002):** Responsible for Fire Prevention Division, including Fire Protection Engineering, Fire Investigations/Bomb Squad Services.

**Deputy Fire Chief/Medical Services (1999):** Responsible for EMS, Health & Wellness, Critical Incident Debriefing Management program, Metropolitan Medical Response System, and Safety programs.

**Deputy Fire Chief/Operations (1997):** Responsible for emergency operations, including fire suppression, EMS, and hazardous materials response services.

**Deputy Fire Chief/Administration (1995):** Responsible for administrative duties, including personnel management, Emergency Management, Support Services, Fire Communications, and Finance/Budget Division.

**Assistant Fire Chief/Operations (1993):** Assigned to Operations Division, responsible for Hazardous Materials, EMS, Fire Investigations and Bomb Squad, Fire Training, and Safety programs.

**Battalion Chief/EMS Coordinator (1991):** Responsible for all aspects of the EMS Division, including policies and procedures.

**Captain/Emergency Medical Services Training Officer (1986):** Responsible for emergency medical training for firefighters and paramedics.

**Firefighter/Paramedic (1978):** Responsible for the operations of an emergency response unit and provision of advanced-level patient care and firefighting duties.

**Education****Cogswell Polytechnical College, Cupertino, CA**

Fire Administration (Part-Time Upper Level courses, No Degree), 2001 – 2006

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**National Fire Academy, Emmitsburg, MD**  
Executive Fire Officer Program, 1995 – 1999

**Clark County Community College, North Las Vegas, NV**  
Associates of Applied Science – Fire Service Management, 1982 – 1986

**Clark County Community College, North Las Vegas, NV**  
Associates of Applied Science – Fire Service Technology, 1982 – 1986

**Professional Background**

<b>IAFC On Scene- EMS Update Column (Intermittently):</b> Writer	1995 – 2006
<b>Mobile Healthcare Network: Vice-President</b> of Operations	2012 – 2017
<b>Fire Chief Recruiters: Senior</b> Recruiter	2012 – 2013
<b>Las Vegas Fire News:</b> Writer	1993 – 2006
<b>City Of Las Vegas Department of Fire &amp; Rescue:</b> Various Positions	1978 – 2006
<b>International Association of Fire Chiefs:</b> Board of Directors	1993 – 2006

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Volusia County  
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RSQ #21-SQ-119BB**ALINA COFFMAN - SENIOR OPERATIONS MANAGER**

Alina Coffman has over 15 years' experience working with public sector clients at the state, regional, and local level. She's led projects to implement technical solutions, developed processes to improve efficiencies, and provided technical assistance, consulting, and training services. Alina currently oversees project implementations for all Public Safety Consulting Projects (PSCS). She also works with EMS providers in FL, and IA to facilitate the Medicaid cost reporting process and provide audit support.

**Relevant Project Experience****Public Safety Consulting Services Project Management**

- Travis County Emergency Services District No. 2 *Dispatch Study* (April 2021 – Present)
- City of Austin, TX *Dispatch Equity and Optimization Efficiency Study* (October 2020 – June 2021)
- Jefferson Parish, LA *EMS Feasibility Study* (September 2020 – Present)
- Pueblo of Sandia, NM *Fire/EMS Feasibility Study* (December 2019 – May 2020):
- Placentia Fire and Life Safety Department, CA *Implementation of New Fire and Life Safety Department* (July 2019 – June 2020).

**EMS Cost Reporting, FL, OK and IA**

Public Emergency Medical Transportation Program (July 2019 – Present): Client Lead

*Project:* Work with EMS and fire departments to collect and analyze data; and develop cost report to help providers maximize revenue reimbursement. Provide comprehensive support throughout the State's desk review process.

**Education Consulting, Project Management, and Implementation**

State Level Work (May 2011 – June 2019): Implementation Lead

*Projects:* Implemented several state-wide education projects with state departments of education including online instructional assessments with the Arizona Department of Education, professional learning system and content development with the Oklahoma State Department of Education, and a digital library for the Nevada Department of Education.

**Professional Background**

**Public Consulting Group, Austin, TX**

**Texas Education Agency, Austin, TX**

**University of Texas, Houston and Austin, TX**

May 2011 – Present  
October 2005 – January 2011  
February 2002 – June 2005

**Education**

**University of Texas at Austin, Austin, TX**

Master of Public Affairs, 2005

**Honors College at the University of Houston, Houston, TX**

Bachelor of Science, Human Development and Family Studies, 2002

**Certifications / Publications / Special Skills**

Project Management Professional (PMP) 2015 – Current



## Tab 2. Project Management and Approach

- 2.A. Project Management
- 2.B. Medicare Cost Surveys
- 2.C. Medicaid Managed Care Organizations (MCO) Public Emergency Medical Transport (PEMT) Program Continuity
- 2.D. Medicaid Fee for Service Public Emergency Medical Transportation (PEMT) Cost Report
- 2.E. Additional Services

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## TAB 2. PROJECT METHODOLOGY AND APPROACH

### PCG's Project Plan

At Public Consulting Group LLC (PCG), we bring a uniquely experienced team with exceptional organization, planning, and coordination skills. This ensures that whether we are providing support relating to Managed Care policy, Medicaid cost reporting, Medicare cost surveys, or additional services, we will act in a consistent and reliable way as a harmonized team.

At the onset of each new engagement, PCG will develop a detailed project plan. The project plan will address a myriad of factors crucial to the success of the scope outlined by Volusia County. In particular, the project plan will include a risk assessment, a communication plan, and a detailed workplan.

PCG's project plan will also include both a workplan and project timeline. We recognize that as part of the initial project planning efforts, our team will need to work closely with Volusia County to develop the specific workplan and project timeline that will reflect the specific goals and milestones of this engagement. With these goals in mind, there are some key project management principles that are reflected in this example work plan that we will implement if awarded the contract.

- 1) **High Level of Detail:** Our workplan will include key steps needed to complete each milestone as well as a timeline and dependencies. Completing a detailed project planning exercise up front will be crucial to ensuring all stakeholders and other considerations are addressed as part of our project plan.
- 2) **Staff Responsibilities:** The PCG team will ensure that it is clear who will complete each task. We will meet with the County early on to discuss all tasks including those assigned to the Volusia County team and ensure we are on the same page about timelines for data collection and the County reviews.
- 3) **Continuous Updates:** As changes in tasks, milestones, and timelines occur, PCG will continuously update the workplan. This will ensure that we maintain the correct balance of flexibility and accountability. As policies, goals, and circumstances shift, the workplan will be modified to reflect the current scope of work.

### PCG's Consistent Procedures

Although the scope of work included within this RFP varies greatly, there are a handful of principles and procedures that the PCG team will bring to all components of this engagement. These principles include:

- 1) **Client Communication:** Ensuring our clients are well informed about progress, challenges, and programmatic changes is a key priority of the PCG team. This will be particularly valuable as it relates to newer programs like Medicare cost surveys and Medicaid Managed Care. PCG will stay ahead of all policy changes and keep our clients informed as new information is rolled out. We will work closely with key staff at Volusia County to define a consistent schedule for meetings and reports, which maximizes transparency and preparedness while minimizing the administrative burden placed on the county.
- 2) **Quality Assurance:** Whether we are completing a Medicaid cost report or a Medicare cost survey, PCG understands that a thorough quality assurance process is essential to program success. We are prepared for the possibility of a future state or federal audit. Each report is reviewed by the project team as well as our data analytics team to ensure consistent and accurate reporting.

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3) **Data Visualization:** At PCG, we take information sharing to the next level with data visualization reports, which highlight data trends and summarize reported information. Our unique approach to data visualization allows our clients to gain insights into their cost, response, and billing data. We will work with Volusia County to drill down to the most relevant information and present it in an intuitive and user-friendly way.

**Project Schedule**

PCG has provided an estimated timeline below in *Figure 2.1* that breaks down tasks by milestones and deliverables.

Project Schedule		Estimated Start and Finish
Key Tasks		
<b>1</b>	<b>PEMT Cost Reporting Services</b>	
1.1	Organize/Plan/Kick Off Meeting	July to November each year.
1.2	Project Check-In Meetings	
1.3	Review and Analysis of FY Data	
1.4	Categorization of FY Data	
1.5	Detailed trip analysis	
1.6	Comparative Analysis of FY Data to Prior Year	
1.7	Data Entry into the ASCR and Review	
1.8	Develop and Present PCG Recommendations Report	
1.9	Review and Finalize Submission	
<b>2</b>	<b>Medicaid Managed Care Consulting Services</b>	
2.1	Support Volusia County in the legal and fiscal requirements to participate and ensure compliance	January to December as these tasks are a year-round process.
2.2	Monitor claims and cash flows of Managed Care program	
2.3	Assist with the reconciliation of payments against actual payments and transports	
2.4	Review the MCO model annually and recommend any adjustments to AHCA	
<b>3</b>	<b>Medicare Cost Report Services</b>	<b>TBD</b>
3.1	Organize/Plan/Kick Off Meeting	Pending date selection of Volusia County for Medicare cost reporting period.
3.2	Project Check-In Meetings	
3.3	Review and Analysis of FY Data	
3.4	Detailed Data Analysis	
3.5	Preparation and Audit of Medicare Cost Survey	
3.6	CMS Submission	
3.7	Federal Audit Support	

**Figure 2.1. Estimated project schedule with milestones and deliverables**



## 2.A. Project Management

1. *The Consultant shall review all County materials, data and all required cost reports to ensure compliance with all state and federal reporting guidelines.*
2. *The Consultant shall keep the County informed of imminent changes related to all Medicare and Medicaid cost-reporting policies.*
3. *Beginning in 2021, ground ambulance providers and suppliers must submit Medicare cost reports. The Consultant shall provide the County any updates on this program, highlighting reporting requirements, as they become available. When selected to report, the Consultant shall provide Medicare cost-reporting services and audit assistance to meet reporting requirements.*
4. *Consultant shall consider all data provided as confidential information. Consultant shall not release any confidential information without prior written consent from the County. Consultant shall inform the County, according to Health Insurance Portability and Accountability Act (HIPAA) guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients. Consultant activities shall comply with the Standards for Privacy and Individually Identifiable Health Information, Health Insurance Reform Security Standards published by the HIPAA, and Gramm-Leach-Bliley Act (GLB) and Business Associate Agreement – Exhibit B.*

### Review County Materials, Data and Cost Reports

The PCG team will apply project management best practices to review County materials, data, and all required cost reports to ensure compliance with all state and federal reporting guidelines.

#### **Detailed Data Request**

To ensure appropriate and compliant data is used during the cost reporting efforts, the data request is a vital element. The PCG team is prepared to walk through all data request components with the Volusia County team, address questions relating to individual data elements and how they are used, and to share examples of each data component.

Our data request is carefully crafted to collect information that is reported directly into the PEMT cost report template as well as supporting documentation, which may be requested in the event of a state or federal audit.

Since 2017, PCG has been a trusted partner to Volusia County. We have collaborated to collect accurate, consistent, and comprehensive data needed to complete and review the PEMT cost report.









Figure 2.2 below shows PCG's FY21 FL PEMT Data Request.



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### PCG FY21 FL PENT Data Request

	<b>Expenditures by Cost Center</b>	Annual detailed actual expenditures broken out by cost center for 7/1/2020 to 6/30/2021
	<b>Computer Aided-Dispatch System Information</b>	CAD data for medical and fire/other responses from 7/1/2020 to 6/30/2021
	<b>Depreciation Report</b>	Asset number, description, date placed in/out of service, useful life, and cost for assets used between 7/1/2020 to 6/30/2021
	<b>Federal Funds</b>	Award documentation and other supporting information regarding federal funds expended between 7/1/2020 to 6/30/2021
	<b>Capital Usage</b>	Total square footage for all MTS and Non-MTS buildings
	<b>Billing Data</b>	List of all transports with their payment, charges and payors, broken down by quarter from 7/1/2020 to 6/30/2021
	<b>Indirect Cost Rate Proposal</b>	Cost Allocation Plan or Indirect Cost Rate proposal from the provider's county/city/town to incorporate additional overhead costs
	<b>Full-Time-Employees (FTE) Hours</b>	List of each of the personnel at the department and their total worked hours by title from 7/1/2020 to 6/30/2021

**Figure 2.2: PCG FY21 FL PENT Data Request.**

The PCG team has developed detailed examples highlighting relevant fields needed for each component of our data request. We understand that every client has implemented a distinct approach to monitoring, measuring, and storing data. We aim to provide examples that highlight the relevant information which the PCG team is looking to obtain but provide flexibility for our clients to apply those examples to their own reporting capabilities.

Since 2017, PCG has refined our data collection processes with Volusia County and has built a clear understanding of Volusia County's reporting capabilities. This allows us to streamline and customize our request to align with data readily available to the Volusia County team. *Figure 2.3* below demonstrates an example of expenditure data which highlights relevant data fields.

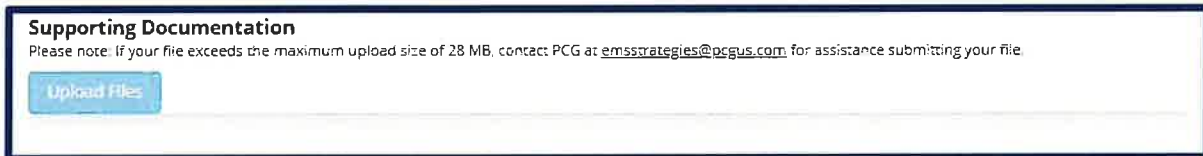
	Council Budget	Current Budget	Expenditures YTD
<b>552 Fire</b>			
<b>610 PERSONNEL SERVICES</b>			
6105 Classified Salaries	\$ 459,493.00	\$ 496,108.00	\$ 497,422.00
6104 Civil Service Salaries	\$ 33,799,563.00	\$ 34,831,088.00	\$ 34,855,880.00
6106 Certification Pay	\$ 1,144,404.00	\$ 1,314,525.00	\$ 1,247,605.00
6109 Comp Plan Contingency	\$ 1,327,181.00	\$ -	\$ -
6111 Overtime	\$ 1,924,550.00	\$ 3,065,614.00	\$ 3,108,960.00
6113 Longevity	\$ 241,484.00	\$ 241,378.00	\$ 242,995.00
6121 RSP	\$ 1,241,060.00	\$ 1,267,010.00	\$ 1,270,121.00
6122 TMRS	\$ 6,654,514.00	\$ 7,352,840.00	\$ 7,092,283.00
6123 Group Insurance- Health	\$ 5,426,064.00	\$ 5,432,583.00	\$ 5,422,110.00
6125 Group Insurance- Life	\$ 342,590.00	\$ 272,442.00	\$ 235,909.00

**Figure 2.3: Expenditures Data Example.**

**Secure Data Collection**

Once relevant reports and data fields are compiled by the Volusia County team, PCG will work closely to facilitate secure data sharing. We currently offer a web-based reporting tool which has easy-to-use upload functionality. Our goal is to facilitate the data collection and data sharing processes for our clients. Consequently, we will work with the Volusia County team to offer data sharing options including the use of our web-based reporting tool.

Figure 2.4 below shows PCG’s Supporting Documentation upload screen within our web-based reporting tool.



**Figure 2.4: Upload Secure Documentation.**

**Comprehensive Data Review**

PCG’s detailed project management approach will include a step-by-step workplan outlining the data collection and review steps. Once data is received, PCG will employ a multi-pronged review process, which will focus on the following key areas outlined in Figure 2.5 below.

PCG’s Data Review Steps	
<b>Compliance</b>	First and foremost, we will review for compliance with state and federal reporting requirements.
<b>Outliers</b>	We will address any outliers compared to prior year data or statewide averages.
<b>Year-Over-Year Shifts</b>	Each data element will be reviewed in comparison to data from prior reporting periods to identify any unexpected changes and to document significant shifts over time.

## Statewide Comparison

The PCG team will review Volusia County data in comparison to other providers across the State of Florida to identify any areas where Volusia County's data or classifications are outside of expected ranges.

**Figure 2.5: PCG's Data Review Steps.**

### Keep Volusia County Informed

**At PCG, we take pride in our ability to stay ahead of programmatic and policy changes which may impact our clients.** We believe it is our responsibility to keep our clients informed of immediate or future changes.

PCG's experienced team is very well prepared to keep Volusia County informed of imminent changes related to all Medicaid and Medicare cost reporting policies.

### Putting Updates in Context of What Matters to Volusia County

Not only do we track all relevant information stemming from the State of Florida Agency for Health Care Administration (AHCA) and the United States Centers for Medicare and Medicaid Services (CMS), we also put these updates in context. We make it our mission to track and summarize programmatic updates while providing information relating to the impact those updates may have on each of our clients, including Volusia County.

In particular, we will look at each update and its impact on the following key areas:

- ▶ **Revenue:** We recognize that the revenues gained from participation in PEMT and MCO supplemental payment programs are crucial to the essential services our clients provide to their communities. We will continuously assess the impact of all programmatic and policy updates on expected revenues.
- ▶ **Timing:** We are familiar with the nuances of local government and public fire rescue department budgeting and accounting. We understand that a slight delay in payment could have a significant impact if a payment is postponed into a future fiscal year.
- ▶ **Administrative Burden:** We will work to outline any programmatic changes that may require additional administrative support or data collection from Volusia County.

### Maintaining Key Relationships

Since 2016, we have developed a rapport with the AHCA which ensures that we are well informed of updates as they become available. We have met with the AHCA team on a continuous basis throughout the implementation of the MCO supplemental payment program over the last two years.

Additionally, we have worked closely with the Florida Fire Chief's Association (FFCA) to track updates and keep our clients and all FL fire departments informed of changes.

Lastly, PCG has decades of experience supporting our clients in implementing and complying with CMS requirements. We are well versed in all relevant federal guidance and continuously monitoring changes to the Medicare and Medicaid programs which may impact our clients. Additional information on PCG's approach to Medicaid Cost Reporting is available in *Sections 2.C and 2.D*.

### Provide Volusia County Written Updates on the Medicare Program

Medicare cost reporting is a key competency of the PCG team. Our experienced Medicare cost reporting experts are monitoring all information from CMS relating to the Medicare cost survey on an ongoing basis. As new information becomes available, our team is working closely with clients across the nation to ensure that the EMS providers we support are prepared to meet all programmatic requirements.

Additional information on PCG's approach to Medicare cost surveys is available in *Section B: Medicare Cost Surveys* of this response.

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### **Written Updates**

At this stage in the introduction of the Medicare cost survey requirement, PCG's top priority is ensuring our clients are well informed. The work we do now will help our clients establish the tools needed to meet programmatic requirements when selected. Additionally, remaining ahead of programmatic requirements will alleviate future challenges and pitfalls.

At PCG, we understand that Medicare is a key source of revenue for Volusia County. Medicare revenue helps to ensure the county has adequate resources to continue to make essential EMS services available to the communities served by Volusia County. We understand that a 10% cut to Medicare revenue stemming from failure to meet programmatic requirements is simply not an option. **We will work tirelessly to keep our clients informed of all requirements to ensure complete and total compliance and reduce the risk of financial penalty.**

To that end, PCG will develop a written report template which provides all information needed to comply with programmatic requirements for Volusia County since they have already been selected. Once a template format is agreed upon, the PCG team will complete and distribute updates prior to status calls.

If CMS releases new information regarding Medicare cost survey requirements, the PCG team will also carve out time on status calls to review the written Medicaid cost survey update and address any questions or concerns raised by key staff from Volusia County.

### **Medicare Cost Reporting**

Since Volusia County has been selected already to submit Medicare cost survey data, PCG will work closely with key staff from Volusia County to ensure all necessary reporting processes are in place and identify gaps in data availability. This will streamline the data collection process going forward should CMS decide to eventually develop a standard Medicare cost report for ambulance providers, much the way it has for hospitals, long term care and other providers.

PCG will work with Volusia County to collect and review all necessary cost survey data. We will provide ongoing support to the Volusia County team via phone and email. Our team will complete a preliminary desk review of all submitted data to ensure reasonableness.

Additional information on PCG's approach to Medicare cost surveys is available in *Section B: Medicare Cost Surveys* of this response.

### **Audit Assistance**

PCG will apply our expert project management skills to prepare Volusia County for a future audit of reported Medicare Cost Survey data. All data entered into the cost survey instrument will have detailed supporting documentation maintained by the PCG team in our web-based reporting tool.

In the event of an audit, PCG will be on hand to provide records and develop written responses to any and all questions raised by the audit team. We will also be able to quickly access data utilized in the completion of the Medicare cost survey.

Throughout all of our cost reporting and data collection project work, PCG operates under the assumption that an audit is imminent. This mentally enables us to preemptively raise issues and concerns which may come up during an audit prior to the submission of a Medicare cost survey. By the time an audit occurs, PCG will have detailed desk review responses and supporting documentation on hand to guide in the development of audit documentation.

### **Data Privacy**

PCG will consider all data provided by Volusia County as confidential information. We will not release any confidential information without prior written consent from Volusia County. In accordance with HIPAA guidelines, we will inform Volusia County of any breach of confidential information, including unintentional breaches such as mailing to unintended recipients. PCG activities will comply with the Standards for Privacy

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and Individually Identifiable Health Information, Health Insurance Reform Security Standards published by the HIPAA, and Gramm-Leach-Bliley Act (GLB) and Business Associate Agreement – Exhibit B.

## **2.B. Medicare Cost Surveys**

- 1. The Consultant shall conduct a preliminary preparedness study to ensure all required cost survey data is being captured by the County and municipalities within the County who perform transports under authority of the County by contract. The Consultant shall provide recommendations and help implement processes for collecting any missing information.*
- 2. The Consultant shall complete the Medicare cost survey on the County's behalf which shall include preparation and audit of the Medicare cost survey and all necessary and required supporting documentation. This shall also include the final report and supporting documentation submission to the Center for Medicare and Medicaid Services (CMS).*
- 3. The Consultant shall collect all data necessary from the County and municipalities within the County who perform transports under authority of the County by contract to complete the Medicare cost survey.*
- 4. The Consultant shall provide detailed data analysis on expenditures assessment, unallowable costs adjustments, and utilization statistics verification.*
- 5. The Consultant shall complete the Medicare cost survey development submission package on behalf of the County.*
- 6. The Consultant shall provide all necessary federal audit support.*
- 7. The Consultant shall provide full access to a web-based portal and training resources.*

### **Centers for Medicare and Medicaid Services Medicare Ground Ambulance Data Collection Instrument (MGADC)**

#### ***PCG's Medicare Experience***

With over 15 years of experience working with EMS agencies across the country and more than 30 years of experience working with state-operated facilities on cost reports submission, we understand the operations and cost structures of EMS departments. In this, it enables us to ensure that the Medicare Ground Ambulance Data Collection (MGADC) is completed accurately and properly in accordance with Medicare regulations. Our experience and expertise in the preparation of cost reports ensures reports that accurately reflect the cost structure of the facilities and abide by Medicare cost accounting principles, while providing expert guidance to our EMS clients. We have proprietary tools and documents that have been created to train and assist clients with collecting the raw data accurately and entering it into the CMS Instrument via their web-based portal.

#### ***Description of Approach***

PCG is the nation's leader in providing ASPP (i.e., PEMT) and Medicare cost reporting services. We leverage our extensive knowledge and experience to guide our partners on allowable costs, provider charges, prospective payments, and appeals for Medicare. Additionally, we have developed a proprietary web-based solution to streamline the process, similar to the CMS MGADC Instrument, which vastly reduces the administrative burden, and maximizes reporting compliance and accuracy.

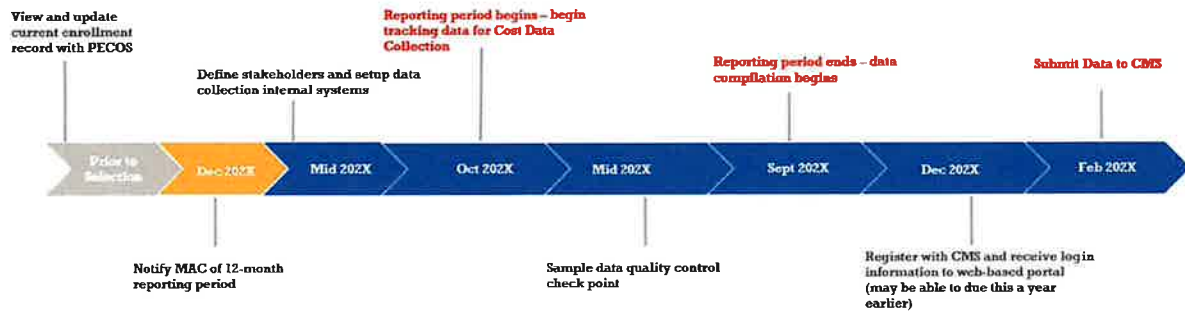
Our services include training, cost survey preparation, and compilation of all supporting documentation as required by CMS. This supporting documentation includes complex billing data, CAD/dispatch reports, CAFR/annual financial reports, payroll reports, mileage reports, technician reports, and other relevant



financial data. We understand the operations and cost structures of EMS departments, which enables us to ensure that cost surveys are completed accurately and properly in accordance with Medicare regulations. The below *Figure 2.6* shows an overview of PCG's timeline for completing the MGADC scope of work listed in RSQ.

## Sample Timeline for Selection Year

Example Reporting Period: Oct 202X – Sept 202X



**Figure 2.6: Sample MGADC Reporting Timeline.**

Since Volusia County has already been selected to participate in the MGADC, PCG will work with Volusia County to coordinate and submit the milestones seen in this section of the RSQ. The County can choose to collect data for twelve (12) consecutive months based on the calendar year or fiscal year, and the timeline above will be adjusted based on that selection accordingly. PCG will remain adaptable in scheduling should CMS announce any changes to the MGADC program or timelines. Any and all changes to the timeline of deliverables will be discussed and agreed upon by both PCG and Volusia County.

### Technical Specifications

In this preliminary phase, PCG will work with Volusia County to establish the Department contacts that will be involved in the MGADC surveying 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 Department to form a communication plan to establish protocols and timeframes for future status meetings based on Volusia County's preferences.

*Figure 2.7* below is a sample work plan that aims to promote open communication while providing Volusia County an exceptional customer experience.

Volusia County CMS Medicare Ground Ambulance Data Collection (MGADC) Selection Year – Proposed Project Milestone Schedule Overview			
Phase	Task	Task Description	Staff
Phase 1: Project Kickoff and Implementation	1.1	Schedule kickoff meeting	PCG
	1.2	Hold kickoff meeting to discuss project expectations and specific roles and responsibilities	PCG, Volusia

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	1.3	Training on data collection: understanding the format and elements	PCG, Volusia
	1.4	Ask for participation from outside revenue and cost contributors	PCG, Volusia
Phase 2: Data Collection Preparation	2.1	Collect provider information securely via electronic submission	PCG, Volusia
	2.2	Upload data into PCG's web-based cost survey tool (ASCR)	PCG
	2.3	Gain department sign-off during pre-determined status meetings per the communication plan established in the kickoff meeting	PCG, Volusia
Phase 3: Data Collection Compilation and Submission	3.1	Prepare MGADC submission package by completing all thirteen sections in the Medicare MGADC	PCG
	3.2	Review MGADC with Department to identify and address audit risks	PCG, Volusia
	3.3	Supply Volusia County with MGADC submission package that includes the completed cost survey, supporting documentation of financials, and any additional documentation requested by Volusia County	PCG

**Figure 2.7: MGADC Project Milestone Schedule.**

#### ***Data Collection Preparation***

Prior to the start of the County's 12-month collection period, an assessment tool will be provided to determine which of the data elements are currently being collected accurately and what gaps there may be to fill. It is also key to our success that Volusia County understand the data elements and how to report them based on the CMS Instrument. A review of the County's internal accounting process may be necessary to ensure data is being captured correctly. Pulling sample data reports periodically can be a helpful process to review the implementation of the best practices that PCG has developed.

#### ***From Collection to Submission***

To explain the data that must be collected, CMS has chosen a web-based tool (which it calls the "instrument"), though that tool is not yet available in its final version. Until CMS releases the final version of the online tool, it has provided a [PDF version of the instrument](#).

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This document reveals the format, scope, and criteria of what an agency must collect. It is essential that Volusia County familiarize themselves with the data requirements laid out in the instrument, and ensure they have appropriate mechanisms in place to track this data throughout the collection period.

PCG will train and support appropriate parties in collecting the data. In addition, outreach to revenue and cost contributors will need to take place to ensure Volusia County is being provided the correct data in the correct format.

To prepare Volusia County for the CMS MGADC, PCG will perform the following tasks:

- ▶ Review the data collection requirements in detail to evaluate the current availability, access, and format of the required data;
- ▶ Select the appropriate payer category for billing ambulance transports;
- ▶ Identify sources of revenue and cost categories;
- ▶ Coordinate with internal and external stakeholders to source needed data;
- ▶ Identify data requirements that are not currently tracked or that are not reported to the level of detail as required in the Ground Ambulance Data Collection Instrument; and
- ▶ Based on analysis, evaluate if it is necessary to revise processes for data collection, access new systems to obtain information, and/or coordinate with other staff.

In summary, our dedicated team of EMS Consultants are prepared to provide the necessary hours of assistance regarding cost survey data collection, compilation, MGADC Instrument reporting, and submission. Our PCG Help Desk EMS Consultants are available via both telephone and e-mail. Volusia County's dedicated PCG team will review existing cost allocation plans and indirect cost rates to ensure they are compliant with 2 CFR 200 and the Medicare Provider Reimbursement Manual.

Through to PCG's development of our Ambulance Service Cost Reporting (ASCR) online tool/portal, our EMS Consultant are experts at identifying, accounting for, entering, and submitting all necessary data into the thirteen (13) sections within the MGADC Instrument, including tracking and uploading the necessary supplemental documentation to CMS. PCG knows that federal EMS reporting can require additional assistance, and our EMS Consultants will be available to field any follow-up questions related to the completed MGADC Instrument.

PCG will submit all worksheets and needed documentation to Medicare and Volusia County, as well as provide copies of all submitted information including the final confirmation, associated worksheets, and supporting documentation to Volusia County upon completion.

#### ***Summary of Data Collection Elements***

In broad terms, CMS is looking for:

- ▶ Total costs related to ground ambulance services;
- ▶ Total revenue from ground ambulance services; and
- ▶ Total ground ambulance service utilization.

The below *Figure 2.8* summarizes the data elements for the MGADC Instrument:



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Component (Data Collection Instrument Section)	Description
Ground ambulance organization characteristics (2-4)	Information regarding the identity of the organization and respondent(s), service area, ownership, response time, and other characteristics; broad questions about offered services to serve as screening questions
Utilization: Ground ambulance service volume and service mix (5 and 6)	Number of responses and transports, level of services reported by HCPCS code
Costs (7-12)	Information on all costs partially or entirely related to ground ambulance services
• Staffing and Labor Costs (7)	Number and costs associated with EMTs administrative staff, and facilities staff; separate reporting of volunteer staff and associated costs
• Facilities Costs (8)	Number of facilities; rent and mortgage payments, insurance, maintenance, and utility costs
• Vehicle Costs (9)	Number of ground ambulances; number of other vehicles used in ground ambulance responses; annual depreciation; total fuel, maintenance, and insurance costs
• Equipment & Supply Costs (10)	Capital medical and non-medical equipment; medical and non-medical supplies and other equipment
• Other Costs (11)	All other costs not reported elsewhere
• Total Cost (12)	Total costs for the ground ambulance organization included as a way to cross-check costs reported in the instrument
Revenue (13)	Revenue from health insurers (including Medicare); revenue from all other sources including communities served

**Figure 2.8: MGADC Data Elements.**

CMS is not restricting the data to those services that were billable to Medicare.

Accordingly, CMS recognizes that some agencies share operational costs with fire departments, other public service organizations, air ambulance services, hospitals, and other entities. This is applicable to Volusia County because cost must be appropriately allocated to EMS operations.

Such interwoven costs can make it difficult to accurately discern the costs specifically associated with the provision of ground ambulance services. To address this, CMS has proposed to further refine three separate categories:

- ▶ Cost and revenue components partially related to ground ambulance services;
- ▶ Cost and revenue component entirely related to ground ambulance services; and
- ▶ Cost and revenue components completely unrelated to ground ambulance services (these would not be reported)

Within this, there are several components that CMS will evaluate:

- ▶ **Organizational characteristics:** Agency info, service area, ownership, response time, etc.
- ▶ **Utilization statistics:** Responses, transports, service levels by HCPCS
- ▶ **Staff and labor costs:** Clinical, administrative, facilities, volunteer
- ▶ **Facilities cost:** Mortgage, insurance, maintenance, utility
- ▶ **Vehicle costs:** Annual depreciation, fuel, maintenance, and insurance
- ▶ **Equipment and supply costs:** Capital medical and non-medical
- ▶ **Other costs:** Anything not reported, e.g., marketing, travel, professional
- ▶ **Total cost:** To cross-reference what is reported in the instrument
- ▶ **Revenue:** Billing data (by payor), membership fees, grants, etc.

PCG will be available throughout the data collection process to answer questions that will prompt the County to record the required information accurately. Once all components of the data elements have been passed to PCG, we will take on the responsibility of compiling it and submitting the final Instrument to CMS.

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**Data Analysis**

PCG will communicate with the County throughout the data review process with status updates and any clarification questions regarding the data during status meetings for updates. The cost surveying work will focus on compliance and audit risk minimization. After the data is reviewed, PCG will provide the Volusia County team with a decision summary for sign off before beginning the process of MGADC preparation. During this step, we will draw on our access to and history with EMS providers across the country to provide guidance on necessary determinations such as allowable and shared costs. Our tool combined with our book of clients across the country allows us to provide Volusia County with benchmark data. The Department may have an interest in seeing how their cost per transport compares to departments of similar size or with a comparable call volume.

As a bonus, the approach to unify reporting into a single tool will create a comprehensive audit package with all relevant data stored in the multifunctional system.

We will provide a detailed data analysis on all expenditures, unallowable costs adjustments and utilization statistics verification. Because all data is stored in this system, an audit trail is created as the MGADC Instrument is completed.

**Completion of Instrument**

Submission of the MGADC will be completed through a CMS web-based portal. As of today, CMS anticipates the release and opening of registration for the portal to be in December 2021. From preliminary information gathering, PCG believes that we will have the capability to serve as a proxy for Volusia County and access the portal on the County's behalf. In December of 2021, CMS is also expected to release additional training resources on how to navigate the tool.

Once a login is created for the CMS web-based portal, PCG will be able to enter data directly into the tool. The format should mimic the Data Collection Instrument Printable version. The caveat is that this tool has not been fully developed by CMS yet, so its contents and parameters are subject to change. We do know that the tool will use skip logic, and includes reporting in multiple choice, text field entry, and data table formats.

**Federal Audit Support**

CMS has the authority to deem submitted MGADC Instruments as insufficient or incomplete, which will lead to a 10-percent payment reduction for a one-year period to the Medicare payments under the Medicare Part B ambulance fee schedule. It has been stated the Secretary will establish a process under which a provider may seek an informal review to determine whether that provider is subject to the payment reduction.

In the event this occurrence comes to fruition, PCG will provide Volusia County with additional support services to guide the County through the process. PCG has years of experience in this area and will be prepared to submit obtained records/raw data, explanation of data elements, and utilization statistics verification. However, the overall checks and balances throughout the MGADC process that PCG has developed yields a high level of accuracy that should meet all CMS standards.

**Web-based Portal and Training Resources**

As mentioned above, CMS will open registration for their web-based portal and training in December of 2021. In addition to the tools/resources that CMS has and will provide, PCG will supply the County with access to its own web-based cost surveying tool, the ASCR, for the input of raw data. Our proprietary system will perform real-time validation checks for quality assurance and accuracy. No other vendor in the country utilizes a web-based surveying tool to compile, review, and audit all data components included in the cost survey prior to final submission.

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MGADC training materials will be distributed through the County's designated support team as well as online. Formatting of material includes, but is not limited to, live information sessions, assessment checklists, and systematic presentations.

## **2.C. Medicaid Managed Care Organizations (MCO) Public Emergency Medical Transport (PEMT) Program Continuity**

- 1. The Consultant shall support the County in continuing the legal and fiscal requirements to participate in the MCO PEMT program and ensure compliance with the managed care reporting requirements.*
- 2. The Consultant shall monitor claims and cash flows of the Managed Care program to ensure the County receives appropriate benefit from the program and has met documentation needs.*
- 3. The Consultant shall assist with the reconciliation of payments against actual payments and transports. Specific steps included are as follows:*
  - a. Review MCO patient data reports to compare actual supplemental payments to the final model used by the state Agency for Health Care Administration (AHCA).*
  - b. Using the completed models, the Consultant shall provide a detailed projection so that the County can understand and evaluate the full fiscal impact of supplemental payment options;*
- 4. The Consultant shall review the MCO model annually and recommend any adjustments to AHCA on behalf of the County based on interim payments and annual reconciliation.*

### **PCG's Medicaid Managed Care Organization Program Support**

Our firm is prepared to continue to support Volusia with the Medicaid Managed Care Organization (MCO) program. Over the past several years, PCG has partnered with Florida Agency for Health Care Administration (AHCA), Florida Fire Chiefs Association (FFCA), and Volusia in the establishment of the FL MCO program, which has substantially increased provider Medicaid reimbursement across the state. As a key component of this process, PCG worked closely with FFCA and the State Medicaid agency to achieve Centers for Medicare and Medicaid Services (CMS) approval for the MCO supplemental payment program, which occurred in early 2020. With ongoing successful participation in the MCO program, this requires operational support and guidance as the State is required to obtain annual approval of the program from CMS. No other vendor has the background and understanding of Volusia EMS operations and the MCO program in Florida to ensure a successful MCO program experience for the Department on an ongoing basis than PCG.

### **Support Volusia in Requirements to Participate in the MCO Program**

Given PCG's vast experience with the design and rollout of the MCO program, we are fully prepared to support Volusia with all legal and fiscal requirements to participate in the program. In this preparation, we look forward to also ensuring Volusia meets all Managed Care reporting compliance standards and reporting requirements. Below is the list of program requirements for provider participation:

- ▶ Meet the definition of a government-owned ambulance provider consistent with the PEMT program requirements,
- ▶ Participate in the prior year PEMT program, for Year Three of the MCO program this means FY 2020- 21,
- ▶ Have an active NPI number and State Medicaid Provider ID number,
- ▶ Receive authorization to provide Intergovernmental Transfer (IGT) from governing body,
- ▶ Contract with all Medicaid MCOs within your region by signing a Letter of Agreement (LOA).

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Volusia is part of the MCO Provider Region 4 and over the past year. PCG assisted Volusia in ensuring all LOAs were signed by communicating directly with the MCOs and with AHCA when some of the MCOs were unresponsive. PCG will continue to support Volusia in the future when the LOAs expire and they need to be re-executed.

#### ***Monitor Claims and Cash Flows***

PCG is ready to assist Volusia in monitoring claims and cash flows to ensure all MCO payments have been made. PCG's approach will be twofold:

1. We will work with Volusia's billing vendor to pull a claims extract to ensure that Volusia's MCO paid transports are being accurately reported in the MCO model that AHCA develops, and
2. We will work with AHCA to ensure that we appropriately identify and address any discrepancies between the State's Medicaid data and Volusia's.

#### ***Assist with Reconciliation of Payments***

PCG will work with AHCA and Volusia's billing data to track the MCO payments to ensure that all payments are paid in the amounts calculated by AHCA and that they are received in a timely manner. PCG will also assist AHCA in review of any annual payment reconciliation if it is determined that the transports used in the MCO model were either under- or over-stated with the current fiscal year. PCG will specifically ensure that we will review AHCA's Medicaid data and compare it to Volusia's to identify any significant variations. In addition, PCG will provide detailed projections to Volusia to forecast funding for future fiscal years.

#### ***Review MCO Model Annually and Provide Recommendations to AHCA***

PCG has already provided Volusia with the projections for the third year of the MCO program. We remain committed to providing projections to the Department annually. PCG will also continue to provide email notifications and in-person and web-based informational sessions so that Volusia has the most up-to-date information on the program. This includes providing projections and models to help Volusia evaluate program options. PCG assists AHCA in providing the MCO projection model and can assist Volusia planning proactively for how much money the Department will need to set aside each year for the IGT.

## **2.D. Medicaid Fee for Service Public Emergency Medical Transportation (PEMT) Cost Report**

- 1. The Consultant shall collect all data necessary from the County to complete the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report ("PEMT cost report").*
- 2. The Consultant shall provide detailed data analysis on the information provided by the County to ensure a PEMT cost report that is complete and only includes eligible costs.*
- 3. The Consultant shall complete the PEMT cost report for submission to the State, including drafting letters and providing supporting documentation to meet Medicaid requirements and expediting settlement.*
- 4. Thirty (30) days prior to State submission deadline, the Consultant shall provide the completed PEMT cost report and provide feedback to the County regarding the report. The Consultant shall identify areas of concern and suggest modifications as necessary to comply with reporting requirements. The Consultant shall meet with the County team to discuss all feedback and develop a plan to finalize the PEMT cost report.*
- 5. The Consultant shall complete a consolidated supporting documentation file to accompany the cost report submission.*
- 6. Following submission of the report, the Consultant shall provide audit support during all state and*

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*federal desk reviews and audits.*

### **Data Collection**

The provider information will be collected per a data request during the kick off meeting with the County. This data request will include Provider-specific identifier numbers, Computer Aided Dispatch (CAD) Data, Capital Usage, General Ledger Expenditures, Employee data, Indirect Costs, Federal Grants, and Other EMS Revenues, Depreciation Schedules, and Patient Billing data. Because PCG has a prior history of completing the County's FL PEMT Cost Report, we will forward to the County each year's previous source files to facilitate the County's data collection effort. The purpose of collecting these data items is to determine the Medicaid shortfall between allowable costs to provide Medicaid transports and Medicaid reimbursement. The Medicaid shortfall calculated via the annual cost report represents the uncompensated care costs that Volusia is eligible to receive in All Funds reimbursement under the FL PEMT program for that fiscal year.

To determine allowable costs, all data must be reviewed and categorized into standard cost centers on the Medicaid cost report. The transmission, collection, and storage of this data in an electronic format has increased the focus and importance of creating appropriate security controls for data that is sensitive and/or protected. As a hosted solution vendor, we acknowledge and accept that it is incumbent on every vendor like PCG to maintain security controls for the management and safety 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 established and followed,
- ▶ Apply appropriate industry 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.

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 vigorous process of periodic audit and review of our program to ensure that we are accomplishing 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 items are received by PCG, 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.

### **Review Provider Information**

Upon receiving the data, our team will 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. We will give the County feedback on how their expenses compare in aggregate to other providers for benchmarking purposes. The paragraphs below describe this process and further benefits of using our processes. Once all data is received from the County, we will perform real-time validation checks for quality assurance and accuracy. PCG has developed a compliance process to ensure the accuracy of all reported financial information. The information collected will be used to satisfy the reporting requirements for all components of the PEMT program.



In addition to the analysis of the data, PCG will communicate with the County throughout the data review process with status updates and 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



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OMB Super Circular (2 CFR Part 200) federal requirements and are sufficiently accounted for in auditable financials. After the data is 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 well as our established relationship with AHCA, to provide guidance on necessary determinations such as allowable and shared costs.

Our process, combined with our book of Florida clients, allows us to provide the County with blinded benchmark data. These benchmark data points include how the County's cost per transport compares to departments of similar size or with a comparable call volume. In addition, PCG already has multiple years of Volusia County's data, allowing us to provide year-over-year trend analysis and immediate verification of any variances.

PCG implements year-to-year comparisons of billing and expenditures data and will identify any areas in which significant changes occur. During the collection of the data an audit trail is created as the cost report is completed. In addition to the data trail created in the data collection and review process, it also allows us to create:

1. Supporting documentation (including a crosswalk to external files);
2. A crosswalk through allowable cost determination; and
3. 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 our cost reporting process, as well as the vast cost report experience mentioned above, to assist the County in the successful completion of the Medicaid Cost Report.

#### ***Cost Report Submission Review***

Thirty days prior to the State submission, PCG will ensure that County staff is closely involved in the cost report review process before submission to AHCA. This review process will involve written feedback on the cost report, identifying areas for concern and suggested changes the County can make. This written feedback will be discussed with the County staff in order to develop a plan to finalize and submit the report.

#### ***Prepare Cost Report Submission Package***

PCG will review all 10 schedules of the Medicaid Cost Report with the County to ensure that it is compliant and accurate for submittal to AHCA. We will utilize our cost reporting process to capture all the relevant data for the Cost Report to ensure accurate calculation of the allowable costs, transports, and revenues. Prior to submittal we will 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 desk review 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 reviewed 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

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report is approved by the County, we will provide instructions for submission and will confirm AHCA's receipt and acceptance of the cost report.

#### ***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 reconciliations should there be questions regarding the billing data. Leveraging a close working relationship with ACHA, we will be able to assist the County in swiftly resolving any issues that may arise during the State's review of the cost report. We will also be responsible for providing supporting documentation and drafting responses during a potential 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 optimizing the County's revenue under the FL PEMT Program. PCG will perform detailed analysis of all final-adjusted cost settlement files per state desk reviews, as well as review billing reports generated by AHCA to ensure all allowable charges and payments are encompassed in the calculation of the final settlement. Resolution of any audit adjustments will be incorporated into the following year's cost report to mitigate audit risk going forward. Ongoing in-depth assessment will be performed, and we will work with County staff to provide status updates and written reports for internal stakeholders.

#### ***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,
- ▶ Drafting written language on the County's behalf to meet Medicaid requirements and expedite settlements,
- ▶ Communicating any updates from AHCA regarding the date of anticipated reimbursement from the PEMT program, and
- ▶ Providing audit support in the event of an audit by other entities such as CMS or the Office of Inspector General (OIG).

Under this agreement, PCG also can 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 these changes to stakeholders.

**PCG offers cost reporting expertise that optimizes revenue and reduces the administrative burden on the County.**

PCG's cost report preparation and MCO program support will allow the County to **generate maximum allowable revenue while mitigating audit risk**. Through a full-service delivery model, PCG offers cost reporting expertise that optimizes revenue and reduces the administrative burden on the County. 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 cost settlement.

## 2.E. Additional Services

*If services are required, which are related to, but not included in the Scope of Services for the Medicare Cost Reporting and Medicaid Reimbursement Consulting Services, the County may request the Consultant to provide additional services. The County reserves the right to award additional similar services for, and updates to, the previously awarded Scope of Services. All additional services must be preapproved in writing through a written Amendment.*

### ET3 Implementation Services

#### **PCG's Experience**

PCG can assist Volusia in participating in ET3 programs, State or Federal. PCG's has assisted multiple municipalities in applying for the Medicare ET3 program in the state of Florida by providing comprehensive project management throughout the application process, compiling the necessary supporting documentation for the application, assisting in the completion of the application, and the submission of the final application. Our experience and expertise in the preparation of federal applications ensures a comprehensive understanding of Volusia's internal governance, policy, and procedures, as well as their clinical and operations protocols that may need to be adjusted to align with federal law and ET3 participation requirements. We provide expert recommendations and guidance around the ET3 programs and are dedicated to supporting Volusia to effectively participate in all ET3 programs.

#### **Description of Approach**

Following the application process, all municipalities PCG assisted were selected to participate in the Medicare ET3 pilot. In order to ensure that Volusia can successfully participate in any upcoming ET3 programs and meet all participation requirements, PCG can provide a wide range of services covering the three primary components of the ET3 pilot program. Given the current uncertainty around the formal initiation of the pilot, PCG will remain adaptable when scheduling project plan deliverable dates should CMS announce any changes to the ET3 program or its implementation timeline. Any and all changes to the timeline of deliverables will be discuss and agreed upon by both PCG and Volusia.

In this preliminary phase, PCG will work with Volusia County to establish the Department contacts that will be involved in implementing ET3. Once the contacts are identified, we will schedule a project kick off meeting with the appropriate individuals to discuss project expectations and specific roles and responsibilities. We will work with the County to form a communication plan to establish protocols and timeframes for future status meetings based on Volusia County's preferences.

On top of project managing the ET3 implementation process, PCG is prepared to support Volusia across three primary components for successful ET3 pilot participation—Health Information Exchange (HIE) connectivity, Performance Measurement Reporting, and Multi-Payer Strategy development. The following sections provide an overview of the activities that PCG can perform to support Volusia's ET3 implementation efforts.

- 1. Health Information Exchange (HIE) is required to determine the success of ET3 programs. PCG will provide a dedicated project manager to help organize, facilitate, and assist Volusia County with the following HIE services:**
  - a. PCG will organize weekly meetings (or with more frequency if needed) to check in on progress of Volusia implementation to ensure progress in a timely manner.
  - b. PCG will facilitate meetings with key Volusia staff and stakeholders assigned ownership on certain sections of the ET3 Implementation Plan.



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- c. PCG will track all action items as a result of weekly meetings to ensure Volusia ET3 program compliance.
  - d. PCG will determine current Volusia system capabilities.
  - e. PCG will build out ET3 Performance Measures via technical specifications.
  - f. PCG will design Performance Measure coding identification efforts for Volusia ePCR and billing vendors.
  - g. PCG will customize and integrate the HIE with Volusia needs.
  - h. PCG will research issues or challenges that arise during the development of the ET3 model. PCG will provide information on best practices on items identified where more information is needed to make informed decisions on implementation.
  - i. PCG will train Volusia staff and key stakeholders on Volusia Implementation Plan, as well as prepare and present findings.
2. **ET3 Performance Measure Reporting is critical for successful implementation of the ET3 program. PCG will provide the following data reporting and analysis services:**
- PCG will develop an ET3 Claims Data Request in order to develop a Volusia EMS Reporting Dashboard. PCG will work with the Volusia ePCR and billing vendors or other Volusia staff to develop the parameters of the Claims Data Request needed for extraction.
  - PCG will develop Quarterly Reporting details including trip types, Alternative Destination/Treatment in Place via Telehealth ET3 trips, Performance Measure Reporting, Payer Reimbursement analysis, as well as Volusia return on investment (ROI) findings. Quarterly Reporting will be guided by the Volusia EMS Reporting Dashboard developed by PCG.
  - PCG will manage data collection, conduct data analysis and ongoing monitoring of Volusia EMS Reporting Dashboard with associated data elements and variables.
  - PCG will provide recommendations on the ET3 Performance Measure Reporting throughout implementation the ET3 model, as well as rational for adapted decisions.
  - PCG will prepare findings and present Volusia staff and key stakeholders on Volusia Quarterly Reports.
3. **The ET3 Multi-Payer Alignment Strategy is an important component for the sustainability of the pilot. PCG will design the Volusia's Multi-Payer Strategy in the ET3 Implementation Plan including the following:**
- PCG will conduct a utilization rate analysis across all Volusia billable claims by payer, as well as a reimbursement rate comparison.
  - PCG will conduct the financial modeling necessary to support negotiations with non-Medicare payers.
  - PCG will use Utilization Rate Analysis to give Volusia meaningful topics for future conversations with commercial insurance carriers.
  - PCG will prepare and present all findings in the Volusia's Value-Based Payment Blueprint.
  - PCG will assist the Volusia in the negotiation of ET3 implementation for any additional payers engaged for ET3 implementation.

PCG will work alongside Volusia for their ET3 onboarding and throughout their participation in all ET3 programs.

#### EMS Consulting Services

Knowing the strengths and challenges facing an organization provides many distinct advantages for today's emergency service leaders. PCG's EMS consultants have over 60 years of fire/EMS leadership and

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management experience; when combined with PCG's 34 years' experience providing services to the public sector, this powerful combination allows us to provide superior consultation services focusing on enhancement of existing service delivery models, cost control measures and generate additional revenues that support key public safety programs. PCG currently provides such services to over 500 fire and EMS organizations throughout the US including several organizations in Florida. We are uniquely placed in the fire and EMS industry and have built an unparalleled level of program knowledge, financial acumen, operational expertise, and technical capabilities. PCG has the experience and capabilities to provide the following additional fire and EMS consulting services:

#### ***Description of Additional Consulting Services***

1. Alternative Revenue Programs – Includes first-responder fees, cost recovery programs, and ambulance membership programs can generate additional revenues that can be dedicated to Volusia public programs.
2. Rate Evaluation and Setting – Evaluation of fees and charges for Volusia services provided to the public, benchmark with similar agencies, and best practices.
3. Community Risk Reduction (CRR) Programs – Using NFPA 1300: *Standard on Community Risk Assessment and Community Risk Reduction Plan Development*, PCG can conduct a community risk assessment and develop a CRR program for Volusia.
4. Mobile Integrated Healthcare/Community Paramedic Programs – PCG can develop and implement customized programs that may include alternative destinations, telemedicine, treat and release, and implementing reimbursement strategies.
5. CAD Data Analysis – Analyze response times and benchmark with NFPA standards, analyze call volume and call type, identify peak call periods, and visually display data.
6. Operational Assessments – Benchmark Volusia's performance against national standards including NFPA 1710, ISO and CPSE CFAI program. Assessments may be related to program analysis, staffing analysis, capital improvement programs, and other services provided by Volusia.
7. Feasibility Studies – Customized to address concerns or problem areas identified by Volusia.
8. Station Location Studies – Using ARC GIS software, PCG can assist Volusia with future fire station locations as well as evaluate response effectiveness of current fire stations.

#### **Our Highly Qualified Team**

Our EMS consulting team is made up of highly qualified professionals and lead subject matter experts from across the country. Our well-rounded team includes former Fire and EMS chiefs with deep subject matter and practical expertise, staff skilled in conducting financial analysis for fire and EMS departments, senior consultants with program and health care policy evaluation and implementation expertise, data analysis expertise, as well as certified project management professionals who work together to successfully implement the project and develop targeted recommendations based on key findings. We firmly believe that the strength, skills, and experience of our team sets us apart from other consulting firms.

PCG relies on the experience and expertise of consultants, Fire and EMS Subject Matter Experts, and professionals from the Health Practice Area's Health Care Financing Solutions (HCFS) Team. Our staff have conducted studies and implemented projects focusing on:

- |  |  |
|--|--|
| ▶ Service delivery and performance assessments | ▶ Mobile integrated health care/community paramedic programs |
| ▶ Operational assessments                      | ▶ Value-based care and performance metrics                   |
| ▶ 9-1-1 Communications Center evaluations      | ▶ Community engagement                                       |
| ▶ Fire and EMS service delivery costs          | ▶ Quality improvement  |
| ▶ Feasibility analysis                         | ▶ Contract and network development                           |
| ▶ Fire station location studies                | ▶ Strategic planning   |
| ▶ Standards of cover and staffing analysis     | ▶ Medicaid reimbursement strategies                          |
| ▶ Fire protection assessment                   |  |
| ▶ Training needs evaluation and design         |  |

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## Tab 3. Cost



### Exhibit B - Fee Schedule

Respondents shall propose a flat fee, the fee shall remain firm and fixed for the term of the resulting Agreement, inclusive of all labor, material and out-of-pocket expenses. There shall be no reimbursable expenses paid by the County. This fees is inclusive of any subconsultants' fees and all subsequent extensions to the Agreement. Respondent shall complete the Hourly Rate section, which will be used for any additional services not know at the time of the solicitation.

<b>Annual Flat Fee for Medicare Cost Reporting</b>	\$35,000.00
<b>Annual Flat Fee for Medicaid Reimbursement Consulting Services</b>	\$65,000.00

*\*The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.*

### Hourly Rates

<b>Functional Title</b>	<b>Firm Fixed Hourly Rates</b>
Manager	\$310.00
Associate Manager	\$290.00
Senior Consultant	\$270.00
Consultant	\$225.00
Business Analyst	\$175.00
Operations Analyst	\$135.00
Subject Matter Expert	\$200.00
	\$0.00
	\$0.00
	\$0.00

Public Consulting Group LLC  
Vendor Name

William S. Mosakowski, President & CEO

Authorized Signator and Title



## Tab 4. References

**6.0 REFERENCES**

Agency #1	Miami Dade Fire Rescue	
Address	9300 NW 41 St	
City, State, ZIP	Miami, FL 33178	
Contact Person	Scott Mendelsberg	
E-mail	Scott.Mendelsberg@miamidade.gov	Phone: 786-331-5121
Date(s) of Service	07/01/2015-present	
Type of Service	Medicare Cost Reporting and Medicaid Reimbursement Consulting Services	
Comments:	PCG is contracted with Miami Dade Fire Rescue to provide technical assistance in coordinating data collection and submission of their Medicare Ground Ambulance Data Collection Survey to CMS. PCG assists with collection, analysis and preparation of cost, utilization, revenue, and service characteristics information in accordance with the federal requirements. In addition, PCG provides cost reporting services to coordinate completion of the annual FL PEMT Medicaid FFS cost report and support participation in the Intergovernmental Transfer program for Managed Care patients. The project title is Medicare Cost Reporting and Medicaid Reimbursement Consulting Services for Miami Dade County and the value is \$199,999 annually.	
Agency #2	Orange County Fire Rescue	
Address	6590 Amory Ct	
City, State, ZIP	Winter Park, FL, 32792	
Contact Person	Alex Morales	
E-mail	Alex.Morales@ocfl.net	Phone: 407-836-9015
Date(s) of Service	07/01/2015-present	
Type of Service	Ambulance Supplemental Payment Programs Support	
Comments:	PCG provides cost reporting services to complete the annual State of Florida cost reimbursement forms for the Medicaid Fee for Service supplemental payment program and support participation in the Intergovernmental Transfer program for Managed Care patients. The project title is Ambulance Supplemental Payment Programs for Orange County and the value is 6% of the annual dollars received.	
Agency #3	Dallas Fire-Rescue, City of Dallas	
Address	1500 Marilla St., 7AS	
City, State, ZIP	Dallas, TX 75201	
Contact Person	Richard Ngugi	
E-mail	richard.ngugi@dallascityhall.com	Phone: 214-671-8038
Date(s) of Service	03/01/2012-present	

Type of Service	Ambulance Supplemental Payment Programs Support
Comments:	Since 2012, PCG has provided Cost Reporting and Audit Services to Dallas Fire-Rescue located in Dallas, TX in support of the Uncompensated Care Supplemental Payment Program for Public EMS providers in the state of Texas. In addition, PCG has enlisted Dallas Fire-Rescue and several other high-profile public EMS providers in a Stakeholder group to represent the interests of TX Ambulance Supplemental Payment Providers with the Texas Health and Human Services Commission to re-establish Medicaid supplemental payment programs for all public EMS providers. The project title is Ambulance Supplemental Payment Programs for the City of Dallas and the value is 6% of the annual dollars receive.





## Tab 5. Financial Stability

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**PCG is prepared to supply a financial statement upon request from Volusia County.**



## Tab 6. Forms

- 6.A. Professional Certification/Licenses
- 6.B. Proof of Insurance
- 6.C. Conflict of Interest Form
- 6.D. Tax Identification Number Form
- 6.E. Drug Free Workplace Form
- 6.F. Certification Regarding Debarment (Prime) Form
- 6.G. Certification Regarding Scrutinized Companies

# *State of Florida*

## *Department of State*

I certify from the records of this office that PUBLIC CONSULTING GROUP LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 22, 2021.

The document number of this limited liability company is M21000002153.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of June, 2021*



*Randy Be*  
**Secretary of State**

Tracking Number: 5300717449CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Courtney Mitchell <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No):</b> _____ <b>E-MAIL ADDRESS:</b> cmitchell@hayscompanies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Allied World Assurance Co (U.S.) Inc</td> <td>19489</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Allied World Assurance Co (U.S.) Inc	19489	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:	
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INSURER D: ACE American Insurance Company	22667														
INSURER E:															
INSURER F:															
<b>INSURED</b> Public Consulting Group LLC 148 State St. 10th Floor Boston MA 02109															

**COVERAGES** **CERTIFICATE NUMBER: 21-22 PCG Master** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			35855036	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							Employee Benefits \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73540440	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0311-2674	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71724811	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional/Cyber Liability</b> Claims Made			D95159837 Retroactive Date 2/27/1997	4/1/2021	4/1/2022	Each Claim/Aggregate: \$10,000,000 Retention: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**


Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  James Hays/CEMITC <span style="float: right;"><i>JH</i></span>
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**10.0 CONFLICT OF INTEREST FORM**

I HEREBY CERTIFY that

1. I, *(printed name)* William S. Mosakowski, am the *(title)* President and CEO and the duly authorized representative of the firm of *(Firm Name)* Public Consulting Group LLC whose address is 148 State Street, 10th Floor, Boston, Massachusetts 02109-2589, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

Signature:   
Printed Name: William S. Mosakowski, President & CEO  
Firm Name: Public Consulting Group LLC  
Date: 06/16/2016

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Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Public Consulting Group LLC</u>	
<b>2</b> Business name/disregarded entity name, if different from above _____	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <u>148 State Street 10th Floor</u>	Requester's name and address (optional) _____
<b>6</b> City, state, and ZIP code <u>Boston, MA, 02109</u>	
<b>7</b> List account number(s) here (optional) _____	

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
0	4	-	2	9	4	2	9	1	3

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶

*Dan T. Henry*

Date ▶

1/5/21

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**11.0 DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Public Consulting Group LLC does:  
*(Name of Firm)*

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 counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United 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 of this section.

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

William S. Mosakowski, President & CEO  
Name and Title

6/16/2021  
Date

  
Signature

Public Consulting Group LLC  
Firm

148 State Street, 10th Floor, Boston, Massachusetts 02109-2589  
Street address City, State, Zip

**12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY PRIME CONSULTANT**

1. The prospective primary participant (Consultant) certifies to the best of its knowledge and belief, that it and its principals (Subconsultants and suppliers):
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

William S. Mosakowski, President & CEO  
Name and Title

6/16/2021  
Date

  
Signature

Public Consulting Group LLC  
Firm

148 State Street, 10th Floor, Boston, Massachusetts 02109-2589  
Street address City, State, Zip

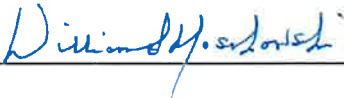
**14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: William S. Mosakowski

By: 

(Authorized Signature)

Title: President & CEO

Date: 06/16/2021



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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Public Consulting Group LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



Company ID Number: 147472

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 147472

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



**Company ID Number:** 147472

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 147472

**Approved by:**

<b>Employer</b> Public Consulting Group LLC	
Name (Please Type or Print) Diane Santoro	Title
Signature Electronically Signed	Date 08/26/2008
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/26/2008



Company ID Number: 147472

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Public Consulting Group LLC
Company Facility Address	148 State Street 10th floor Boston, MA 02109
Company Alternate Address	
County or Parish	SUFFOLK
Employer Identification Number	042942913
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	



**Company ID Number:** 147472

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**



**Company ID Number:** 147472

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Phanh Phuna  
Phone Number 61742620261112  
Fax 6173387994  
Email pphuna@dcaus.com

Name Nv Lim  
Phone Number 61742620261117  
Fax 6173387994  
Email nlim@dcaus.com

Name Jennifer Fotiades  
Phone Number 61742620261144  
Fax 6173387994  
Email ifotiades@dcaus.com

Name Alexis DeYouna  
Phone Number 6174262026  
Fax 6173387994  
Email adevouna@dcaus.com

Name Diane Santoro  
Phone Number 61742620261128  
Fax 6173387994  
Email dsantoro@dcaus.com



**Company ID Number: 147472**

**This list represents the first 20 Program Administrators listed for this company.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/22/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	<b>CONTACT NAME:</b> Adrienne Kisonas <b>PHONE (AC, Ho, Est):</b> _____ <b>FAX (AC, No):</b> _____ <b>E-MAIL ADDRESS:</b> Adrienne.Kisonas@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Allied World National Assurance Company	10690	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:	
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INSURER C: Allied World National Assurance Company	10690														
INSURER D: ACE American Insurance Company	22667														
INSURER E:															
INSURER F:															
<b>INSURED</b> Public Consulting Group LLC Attn: Michael Marotta 148 State St., 10th Floor Boston MA 02109															

**COVERAGES** CERTIFICATE NUMBER: 23-24 GL Auto WC UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		35955036	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ Included</td></tr> <tr><td>Employee Benefits</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ Included	Employee Benefits	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ Included																				
Employee Benefits	\$ 1,000,000																				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73540440	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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AGGREGATE	\$ 10,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71724811	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
D	Professional/Cyber Liability/Technology E&O: Claims Made			097157753	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim/Aggregate:</td><td style="text-align: right;">\$10,000,000</td></tr> <tr><td>Retention:</td><td style="text-align: right;">\$500,000</td></tr> </table>	Each Claim/Aggregate:	\$10,000,000	Retention:	\$500,000										
Each Claim/Aggregate:	\$10,000,000																				
Retention:	\$500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Nassau County Board of County Commissioners is included as Additional Insured under the General Liability policy where required by written contract.

<b>CERTIFICATE HOLDER</b> Nassau County Board of County Commissioners 96135 Nassau Place Suite 2 Yulee, FL 32097	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MYLANA
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**Certificate Of Completion**

Envelope Id: 22347F9813DA4D159169C32D7D49A368	Status: Completed
Subject: Contract #CM3562 \$35,000.00 Description: GROUND AMBULANCE DATA COLLECTION SYSTEM	
Source Envelope:	
Document Pages: 205	Signatures: 4
Certificate Pages: 6	Initials: 7
AutoNav: Enabled	Envelope Originator: Scott Tittle ttittle@nassaucountyfl.com
Envelopeld Stamping: Enabled	IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	


**Record Tracking**

Status: Original 11/16/2023 2:04:13 PM	Holder: Scott Tittle ttittle@nassaucountyfl.com	Location: DocuSign
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**Signer Events**

Signer Events	Signature	Timestamp
Brady Rigdon brigdon@nassaucountyfl.com Fire Chief Nassau County Fire-Rescue Security Level: Email, Account Authentication (None)		Sent: 11/16/2023 2:11:45 PM Viewed: 11/16/2023 2:12:53 PM Signed: 11/16/2023 2:13:30 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 50.238.237.26	


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/16/2023 2:11:46 PM Viewed: 11/16/2023 2:23:40 PM Signed: 11/16/2023 2:24:33 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	




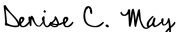

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/16/2023 2:24:37 PM Viewed: 11/16/2023 4:22:43 PM Signed: 11/16/2023 4:22:56 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/16/2023 2:24:37 PM Viewed: 11/16/2023 4:24:31 PM Signed: 11/16/2023 4:27:03 PM
	Signature Adoption: Pre-selected Style Using IP Address: 151.124.104.33 Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 71.197.35.120</p>	<p>Sent: 11/16/2023 4:27:07 PM Viewed: 11/21/2023 7:04:19 AM Signed: 11/21/2023 7:04:26 AM</p>
<p>William Mosakowski WSM@PCGUS.COM President and CEO Public Consulting Group LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/21/2023 10:22:51 AM ID: 4789be8d-c9e6-453d-93e3-12d38f70d024</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 104.225.171.140</p>	<p>Sent: 11/21/2023 7:04:28 AM Viewed: 11/21/2023 10:22:51 AM Signed: 11/22/2023 8:15:47 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/22/2023 8:15:49 AM Viewed: 11/27/2023 11:44:30 AM Signed: 11/27/2023 11:44:35 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/27/2023 11:44:39 AM Viewed: 11/27/2023 11:45:40 AM Signed: 11/27/2023 11:46:31 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/27/2023 11:46:36 AM Viewed: 11/27/2023 11:56:36 AM Signed: 11/27/2023 11:56:46 AM</p>
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/27/2023 11:56:51 AM Viewed: 11/27/2023 1:12:58 PM
BOCC Procurement bocccprocurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/27/2023 11:56:52 AM
Constance Holmes cholmes@nassaucountyfl.com Fire Administration Nassau County Fire-Rescue Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/27/2023 11:56:53 AM Viewed: 11/28/2023 8:23:09 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/16/2023 2:11:46 PM
Certified Delivered	Security Checked	11/27/2023 11:56:36 AM
Signing Complete	Security Checked	11/27/2023 11:56:46 AM
Completed	Security Checked	11/27/2023 11:56:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.