

**CONTRACTUAL SERVICES AGREEMENT #12024, WITH PUBLIC CONSULTING GROUP, LLC., FOR FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR EMERGENCY MEDICAL TRANSPORTATION (PEMT) PROGRAM REQUIREMENT COMPLIANCE**

This Agreement is entered into on June 22, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Public Consulting Group, LLC., a Foreign Limited Liability Corporation, with a principle business address located at 148 STATE ST, 10TH BOSTON, MA 02109 hereinafter referred to as "Contractor". Collectively hereinafter County and Contractor referred to as "Parties".

**WITNESSETH**

**WHEREAS**, the County requires the services of a qualified Contractor to assist the Alachua County Fire Rescue Department in compliance with the Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) program requirements; and

WHEREAS, the Contractor is qualified to perform the required services; and

**WHEREAS**, on May 21, 2019 Palm Beach County issued Request for Proposal #19-020/SS (the "RFP") Seeking a qualified Contractor to provide to assist the Palm Beach Fire Rescue Department in compliance with the Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) program requirements; and

**WHEREAS**, Palm Beach County determined that the Contractor is fully qualified to render the required service and entered into an Agreement dated August 20, 2019; and

**WHEREAS**, the procurement process exercised by Palm Beach County meets the requirements of the Alachua County procurement Code; and

**WHEREAS**, the County wishes to contract with the Contractor to assist the Alachua County Fire Rescue Department in compliance with the Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) program requirements; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

1.1. This Agreement is effective upon execution by both Parties continuing through August 19, 2022 unless earlier terminated as provided herein.

1.2. The County has the option of renewing this Agreement for one additional two-year period (the "Renewal Term") at the same terms and conditions outlined herein. The execution of a renewal amendment is contingent upon Palm Beach County amending and extending their Agreement with the Contractor

- 1.3. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1.**
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
  - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
  - 4.1. The Contractor shall be paid a sum Not to Exceed \$100,000.00, annually for the initial term of this Agreement, allocated in the following manner:
    - 4.1.1. The amount paid by the County under this Agreement for all services and materials shall not exceed 6% of revenues received as a result of the Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment. The Contractor will bill the County on an "as needed basis" when PEMT Program payments are received by the County
  - 4.2. As a condition precedent for any payment, the Contractor shall submit an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the

Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Melinda Hart  
Alachua County Fire Rescue  
PO Box 5038  
Gainesville FL 32627  
acrfiscal@alachuacounty.us

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Public Consulting Group, LLC.  
816 Congress Avenue, Suite 1110  
Austin TX 78701  
ltaffuri@pcgus.com

4.4 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivered by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Melinda Hart  
Alachua County Fire Rescue  
PO Box 5038  
Gainesville FL 32627  
mgh@alachuacounty.us

Contractor:

Luke Taffuri  
Public Consulting Group, LLC.  
816 Congress Avenue, Suite 1110  
Austin TX 78701  
ltaffuri@pcgus.com

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts  
[Procurement@alachuaCounty.us](mailto:Procurement@alachuaCounty.us)

## 6. **Default and Termination.**

- 6.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Alachua County Fire Rescue Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 6.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 6.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated

fees or profit on portions of the Work not performed.

## 7. Project Records.

### 7.1. General Provisions:

- 7.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.1.2. In accordance with §119.0701, Florida Statutes, the Contractor (referred hereinafter in all of the "Project Records" section collectively as "Contractor"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 7.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

### 7.2. Confidential Information:

- 7.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 7.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any

claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

7.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of this Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

7.4. **Compliance:** A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuaCounty.us](mailto:publicrecordsrequest@alachuaCounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

8. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.
9. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
10. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.
11. **Indemnification.**

- 11.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subContractors, employees, agents, servants or assigns.
- 11.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 11.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Contractor.
- 11.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any SubContractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any SubContractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 11.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
12. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
13. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
14. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
15. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, Contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

16. **Conflict of Interest**. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
17. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.
18. **Severability and Ambiguity**. It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
19. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
20. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
21. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
22. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.
23. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
24. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
25. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
26. **Entire Agreement**. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
27. **Electronic Signatures**. The Parties agree that an electronic version of this Agreement shall have the



same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**28. U.S. Department of Homeland Security E-Verify System.**

28.1. The Contractor 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 Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

28.2. The Contractor shall expressly require any subContractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subContractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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## Exhibit 1: Scope of Services

1. The County provides countywide emergency medical transportation, some of which will qualify for the PEMT Program for Medicaid. The County must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and regulations promulgated thereunder (HIPAA Regulations), all as have been and may be amended from time to time and as such, Contractor shall comply.
  - A. Contractor activities shall comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Business Associate Agreement (BAA), attached hereto as Attachment A of this Scope of Work/Services.
  - B. Contractor shall consider all data provided as confidential information. Contractor shall not release any confidential information without prior written consent from the Contractor.
  - C. Contractor shall inform the County, according to HIPAA guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients
  - D. The Contractor shall be required to execute as written, the BAA, see Attachment A to this Scope of Work/Services.
2. The County provides emergency medical transports to approximately four hundred (400) Medicaid patients each month and requires a Contractor to complete the required paperwork for the County to participate in the PEMT Program. The Contractor shall complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), attached hereto as Attachment B to this Scope of Work/Services, as required for the County to participate in the Public Emergency Medical Transportation (PEMT) Program.
3. The PEMT program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients
4. The Contractor shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with PEMT.

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

## BUSINESS ASSOCIATE AGREEMENT

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective as of \_\_\_\_\_, (the "Effective Date") by and between Alachua County ("Alachua County" or "Covered Entity") and Public Consulting Group, LLC ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Alachua County or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

### INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services.** Alachua County and Business Associate have entered into an agreement under which Business Associate will perform certain services for Alachua County ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4). Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Alachua County or will cause BUSINESS ASSOCIATE harm.
  
3. **Safeguards for the Protection of PHI.** Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity. Business Associate shall comply with the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended, and with the applicable provisions of the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule. It shall be the responsibility of Business Associate to provide a product and services which comply with the HIPAA standards, including privacy, security and those contained in the HITECH amendments.
  
4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the

party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall be responsible for, at its own cost and expense, preventing and mitigating Data Breaches caused or contributed to by its product. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information

concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.
  
7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:
  - 7.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.
  
  - 7.2. **Right of Amendment.** Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
  
  - 7.3. **Right to Accounting of Disclosures.** Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the



HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

- 7.4. **No Waiver of Privilege.** Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Alachua County's or Business Associate's ethical responsibilities or any privileges which Business Associate or Alachua County may have under Florida or Federal law. To the maximum extent permitted by law, BUSINESS ASSOCIATE hereby reserves and retains any and all privileges which Alachua County may have under Florida or Federal law related to the confidentiality of all patient records of Alachua County or any attorney-client privilege or any attorney-work product privilege which Alachua County may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Alachua County retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Alachua County determines to waive any privilege which it may have, Alachua County shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.
8. **Ownership of PHI.** Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of BUSINESS ASSOCIATE.
9. **Prohibition on Sale of PHI.** Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of BUSINESS ASSOCIATE.
10. **Inspection of Books and Records.** If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy

Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

10.1. To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

## 11. **Term and Termination.**

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. Termination for Breach by Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. Notices. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance

with the provisions of this Section 12:

If to Alachua County:

Alachua County Board of County  
Commissioners  
12 S.E. 1<sup>st</sup> Street  
Gainesville, FL 32601

If to Business Associate:

Luke Taffuri  
Public Consulting Group, LLC.  
816 Congress Avenue, Suite 1110  
Austin TX 78701  
ltaffuri@pcgus.com

13. **Miscellaneous.**

- 13.1. **Survival.** The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.
- 13.2. **State Law.** In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of BUSINESS ASSOCIATE and federal security and privacy laws.
- 13.3. **Regulatory References.** A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.
- 13.4. **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if

necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

- 13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.
- 13.6. Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.
- 13.7. No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 13.8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.
- 13.9. Assignment. Neither Party may assign this Agreement without the prior written consent of the other.
- 13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.
- 13.11. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.12. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

13.13. U.S. Department of Homeland Security E-Verify System.

13.13.1. The Professional 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 Professional during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

13.13.2. The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s Agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

ALACHUA COUNTY, FLORIDA

By: 

Ken Cornell, Chair  
Board of County Commissioners

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

ATTEST:



JK, "Jess". Irby, Esq. Clerk

(SEAL)

APPROVED AS TO FORM

DocuSigned by:  
Robert C Swain  
274E045D4F99416...

Alachua County Attorney's Office

Contractor



ATTEST (By Corporate Officer)

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

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

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

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

Print: Marc Stauble \_\_\_\_\_

Title: Practice Area Director \_\_\_\_\_

Date: 5/20/2021 \_\_\_\_\_

**Attachment B:** Emergency Medical Transportation integrated Disclosure and Medicaid Cost Reports, to EXHIBIT A, Scope of Work/Services



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

AHCA  
 Emergency Medical Transportation

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

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

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

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

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

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

The provider acknowledges that all funds expended are subject to review and audit by the Agency for Health Care Administration. The provider acknowledges and understands that the Agency for Health Care Administration must deny payments for any claim submitted if it is determined that the report is not adequately supported for purposes of Federal Financial Participation. That I am the responsible person of the subject Fire Department / Agency and am duly authorized to sign this document and that, to the best of my knowledge and information, each statement and amount in the accompanying schedules are to be true and correct.

Date of Signature \_\_\_\_\_  
 Name of Fire District/Agency \_\_\_\_\_

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

State of Florida - Agency For Health Care Administration

AHCA  
Emergency Medical Transportation

cost report to: [LIPProvidersReports@ahca.myflorida.com](mailto:LIPProvidersReports@ahca.myflorida.com)

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

Address: \_\_\_\_\_

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

**NOTICE**

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

**CHECK FIGURE**

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

Material variances may result in a reparation of the Cost Report submission

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

<p>4. <i>The provider is involved in business transactions, including management contracts and services under arrangements, with individuals or entities (e.g., chain home offices, drug or medical supply companies, etc.) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships.</i></p> <p>If "yes" attach a list of the individuals, the organizations involved, and description of the transactions.</p>			
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PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE			
	YES	NO	N/A
<p><b>B. <u>Financial Data and Reports</u></b></p> <p>1. During this cost reporting period, the financial statements are prepared by Certified Public Accountants or Public Accountants (submit complete copy or indicate available date) and are:</p> <ul style="list-style-type: none"> <li>a. Audited;</li> <li>b. Compiled; and</li> <li>c. Reviewed.</li> </ul>			

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

AIKA  
Emergency Medical Transportation Cost Report

SCHEDULE 1 - TOTAL EXPENSE

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

Fiscal Year Ended: January 0, 1900

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

State of Florida - Agency for Health Care Administration

AHCA  
Emergency Medical Transportation Cost Report

52.00	Other - Capital Related Costs		-	-	-	-
53.00	Contracted Services - MTS		-	-	-	-
54.00	Contracted Services - MTS Billing		-	-	-	-

State of Florida - Agency for Health Care Administration

AHCA  
Emergency Medical Transportation Cost Report

55.00	Other- (Specify)		-	-	-	-
56.00	Other- (Specify)		-	-	-	-
57.00	Other- (Specify)		-	-	-	-
<b>Total Administrative &amp; General</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Fire District / Agency</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



State of Florida - Agency for Health Care Administration

AHCA  
Emergency Medical Transportation Cost Report

**SCHEDULE 2 - MEDICAL TRANSPORTATION SERVICES (MTS) EXPENSE**

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

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

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52.00	Other - Capital Related Costs		-
53.00	Contracted Services - MTS		-
54.00	Contracted Services - MTS Billing		-

-	-	-
-	-	-
-	-	-

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55.00	Other- (Specify)			-		-	-	-
56.00	Other- (Specify)			-		-	-	-
57.00	Other- (Specify)			-		-	-	-
<b>Total Administrative &amp; General</b>				\$	-	\$	-	\$
<b>Total Fire District / Agency</b>				\$	-	\$	-	\$

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

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SCHEDULE 3 - NON-MTS EXPENSE

Fire Department / Agency Name: 0 Fiscal Year Ended January 6, 1990  
 National Provider Modification: 0

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

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		\$	-	\$	-	\$	-	\$	-
<b>Total Fire District / Agency</b>									

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AIKA  
Emergency Mode of Transportation Cost Report

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

File Department / Agency Name: \_\_\_\_\_ Fiscal Year Ended: January 9, 2020  
 National Provider Identification: \_\_\_\_\_

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

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

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

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

BE REMINDER THAT THE AMOUNTS FROM BOTH COLUMNS 1 AND 3 MUST BE MATERIALLY DIFFERENTIAL TO THE OTHER.  
 BE REMINDER THAT THE AMOUNTS FROM BOTH COLUMNS 1 AND 3 MUST BE MATERIALLY DIFFERENTIAL TO THE OTHER.

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AKA  
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AKA Form 2020-0115, \_\_\_\_\_, incorporated by reference in Rule 900-4.015, F.A.C.

SH-1-005

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Emergency Medical Transportation Cost Report

**SCHEDULE 5 - ALLOCATION OF ADMINISTRATION & GENERAL**

Fire Department / Agency Name: \_\_\_\_\_  
National Provider Identification: \_\_\_\_\_

Fiscal Year Ended: January 0, 1000

Line No.	Cost Center	General Ledger Account Number	1 Expense to be Apportioned <small>Fl Stat, Rule 17.0005</small>	2 Total Reclassifications <small>Fl Stat, R. Code 1 &amp; 2</small>	3 Total Adjustments <small>Fl Stat 7, Col 1</small>	4 Net Expense to be Apportioned	5 MTS Allocation <small>0.00%</small>	6 NON-MTS Allocation <small>0.00%</small>
<b>Administrative and General</b>								
27.00	Administrative		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28.00	Legal							
29.00	Accounting							
30.00	Advertising							
31.00	Consulting Expenses							
32.00	Contracted Labor							
33.00	Interest - Other							
34.00	Training							
35.00	General Insurance							
36.00	Supplies							
37.00	Bad Debt							
38.00	Plant Operations and Maintenance							
39.00	Housekeeping							
40.00	Utilities							
41.00	Medical Supplies							
42.00	Minor Medical Equipment							
43.00	Minor Equipment							
44.00	Fines and Penalties							
45.00	Fleet Maintenance							
46.00	Communications							
47.00	Recruit Academy							
48.00	Dispatch Service							
49.00	Logistics							
50.00	Postage							
51.00	Dues and Subscriptions							
52.00	Other - Capital Related Costs							
53.00	Contracted Services - MTS							
54.00	Contracted Services - MTS Billing							
55.00	Other - (Specify)							
56.00	Other - (Specify)							
57.00	Other - (Specify)							
<b>Total Administrative &amp; General</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* If an indirect cost factor is being applied on WBS 8, the Administrative & General cost allocation will not be applied.

NOTE: REMEMBER THAT THE AMOUNTS FROM SCHEDULE 6, COLUMNS 1 AND 2 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN.  
REMEMBER THAT THE AMOUNTS FROM SCHEDULE 7, COLUMNS 1 AND 2 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN.

**Selection of Allocation Statistic:**

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

Allocation Statistics for Administration and General Expenses		
Description	Accumulated Expense	Factor
Accumulated Cost of MTS Services (from Sch 2, Col 6)	\$ -	0.00%
Accumulated Cost of NON-MTS Services (from Sch 3, Col 5)	\$ -	0.00%
<b>Total Accumulated Cost of MTS and NON-MTS Services</b>	<b>\$ -</b>	<b>0.00%</b>



**SCHEDULE 6 - RECLASSIFICATION OF EXPENSES**

Fire Department / Agency: 0  
National Provider Identification: 0

Fiscal Year Ended: January 0, 1800

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

Column 1 Use sequential lettering system to identify individual reclassifications, i.e. A, B, C  
Column 4 and Column 7 Transfer amounts to appropriate Worksheets 2, 3, or 4 Column 5 or Worksheet 5, Column 2 on the line numbers as appropriate.

State of Florida - Agency for Health Care Administration

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Emergency Medical Transportation Cost Report

**SCHEDULE 7 - ADJUSTMENTS TO EXPENSES**

Fire Department / Agency: 0  
National Provider Identification: 0

Fiscal Year Ended: January 0, 1900

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

**Basis for Adjustment**

A = Total cost, including applicable overhead, can be determined  
B = Amount retained if cost cannot be determined

**Amount**

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

**Cost Center and Line Number**

From expense classifications on Worksheet 1 to which the amount is to be added or from which amount is to be deducted.

State of Florida - Agency for Health Care Administration

AHEA  
Emergency Medical Transportation Fee Report

SCHEDULE B - REVENUE / FUNDING SOURCES

Fire Department / Agency: 0  
National Provider Identification: 0

Fiscal Year Ended: January 9, 1900

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

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

State of Florida - Agency for Health Care Administration

ARCA  
Emergency Medical Transportation Cost Report

**SCHEDULE 9 - FINAL SETTLEMENT CALCULATION**

Fire Department / Agency: 0 Fiscal Year Ended: January 9, 1999  
 National Provider Identification: 0

Average Cost per EMT Service			
1. Cost of MTS Services (from Sch 2)		\$	0
2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) (1)	No		
3. If No, please enter the total cost to be used for calculating the Indirect Cost	\$	0	000%
4. Indirect Cost Factor Percentage (please see notes below)		\$	0
5. Administration & General Allocation from Sch 3 (1)			
6. Administration & General to be included			
7. Grand Total of MTS Expense (Sum lines 1 thru 4)		\$	0
<b>8. Number of MTS Transports</b>			
		FL/Medicaid	Other
		Managed Care	Fee for Service
Qtr 1	July 1 through September 30		
Qtr 2	October 1 through December 31		
Qtr 3	January 1 through March 31		
Qtr 4	April 1 through June 30		
		0	0
<b>9. Average Cost per MTS Transports (Line 7/Line 8)</b>		\$	0

Average Cost per EMT Service					
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Totals
	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30	
10. Total No. of Medicaid Fee for Service EMT Transports	0	0	0	0	0
11. Total Cost of Medicaid EMT Transports (Line 9 x Line 10)	\$ -	\$ -	\$ -	\$ -	\$ -
12. Less Total Medicaid Revenue from Transports (Fr Sch 8)	\$ -	\$ -	\$ -	\$ -	\$ -
13. Net Cost of Transports	\$ -	\$ -	\$ -	\$ -	\$ -
14. Non-Federal Share Reduction	\$ -	\$ -	\$ -	\$ -	\$ -
15. Net Federal Participation Amount (FMAP = 61.39%)	\$ -	\$ -	\$ -	\$ -	\$ -

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





## **Exhibit 2: Insurance Requirements**

### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**

**Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

DRAFT



**Exhibit 2-A: Certificate of Insurance**

DRAFT