

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &  
MAULDIN & JENKINS, LLC  
FOR A PERFORMANCE AUDIT OF THE FIRE RESCUE DEPARTMENT  
NO. 13532**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Mauldin & Jenkins, a Limited Liability Corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County sought qualified professionals through a request for quote (RFQ #22-310) to provide performance auditing services of the Fire Rescue Department; and

**WHEREAS**, the Professional is willing to provide those certain services to the County; and

**WHEREAS**, the Professional is currently under contract with the State of Florida, Department of Management Services # 84111600-20-1 effective from 03/01/2021 through 2/29/2024 to provide financial and performance audits, by way of a State Term Contract Agreement (“State Agreement”) which is hereby incorporated herein and made a part of this Agreement; and

**WHEREAS**, the Professional is able and is willing to provide services to the County by way of the Terms of the State Agreement, except as modified herein this Professional Services Agreement; and

**WHEREAS**, pursuant to Section 22.3-302(12) of the Alachua County Code, the procurement of goods and services to be provided by way of this Agreement are exempt from the County’s competitive procurement process; and

**WHEREAS**, the County desires to engage Professional to provide the services described herein.

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

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of the State Agreement, unless as amended to or added to by this Professional Services Agreement (hereinafter “Agreement”) Professional agrees to provide Fire Rescue Department operational performance auditing services, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties. The County reserves the right to enter and have contracts with other professionals, individuals and entities to provide the same or similar services contemplated by this Agreement,

when it is determined by the County to be in the best interest of the County to do so.

3. **Term.** This Agreement is effective on the day the last Party signs it and continues until the project, as described in Exhibit 1 Scope of Services is completed to the satisfaction of the County or to the end of the term of the State Agreement, February 29, 2024, unless earlier terminated as provided herein.

4. **Qualifications.** By executing this Agreement, Professional makes the following representations to County:

- A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
- B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency. and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County related to the defined Scope of Services. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of **\$268,400**.
- B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by its relevant bi-weekly status reports in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount

invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Budget & Fiscal Services  
Attn: Donna Bradbrook, Strategic Performance Manager  
12 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Gainesville, FL 32601  
Or via email: [dbradbrook@alachuacounty.us](mailto:dbradbrook@alachuacounty.us)

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. 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. Continuation of this Agreement beyond the term or the end of any County 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.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

7. **Business Associate Agreement.** The Parties acknowledge that Professional may receive protected health information protected by the Health Insurance Portability and Accountability Act (HIPPA) and other information which is afforded protections from the County, as a Covered Entity. As a result, the Professional shall comply with the terms and conditions of the Business Associate Agreement (BAA) attached to this Agreement as **Exhibit 4**, which is incorporated herein.

8. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility.

Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables. "Deliverables" shall mean those custom-developed documents, data, reports, analyses, recommendations, work product, and other materials authored or prepared by Professional specifically for the County pursuant to the Scope of Work and identified therein. For avoidance of doubt, Deliverables do not include Professional's Information (as defined in the following paragraph) or Professional's administrative communications, records, files and working papers relating to the Services that remain the sole and exclusive property of Professional.

Professional's Information shall mean all proprietary works of authorship created, developed or purchased by Professional (or by any third party under contract to Professional) that either (i) have not been created specifically for the County or (ii) have general applicability to Professional's business. Professional's Information includes works created before and during the term of this Agreement. Professional's Information includes (without limitation) methodologies, templates and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof.

At the conclusion of each phase of the Services, Professional will review with the County the intended scope of work and Deliverables to confirm compliance with the defined project expectations. If the County reasonably believes the Deliverables do not conform to project expectations, the County will notify Professional of such nonconformity in writing within ten (10) business days of receiving the Deliverables. Professional will then have a reasonable period of time to correct the nonconformity, as mutually agreed to by the Parties based upon severity and complexity of the necessary correction. If the County uses the Deliverables before acceptance or fails to notify Professional of the nonconformance within the above-referenced ten-day (10-day) period, the Deliverables will be considered accepted.

10. **Sole Benefit and Use.** County acknowledges and agrees that any advice, information or work product provided to County by Professional in connection with this Agreement is for the sole benefit and use of County and may not be relied upon or used by any third party; provided, however, that County may share any advice, information or work product provided to it by Professional with County's regulators, auditors and advisors in the ordinary course of business as necessary.

11. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit

application fees, licenses or any fees required for performing the Services.

12. **Personnel.** Professional will assure that all Professional’s personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. Barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by Professional, will perform the Services:

Name	Function
David Roberts	Engagement Partner – delivery and support
Kate Russell, Stuart McElhaney, Robert Graff, Joseph Fernandez	Senior Consultants – Engagement Delivery and Support
Graham Sweeney	Consultant – Engagement Delivery and Support
Rodney Mascho, Laura Schmidt	Junior Consultants – Engagement Delivery and Support

In the event a person above is no longer going to provide the Services or Professional intends to substitute personnel listed above, Professional will notify the County. Professional will propose to the County a different person with equal or higher qualifications. A modification of the above personnel list does not require an amendment to this Agreement. At the discretion and upon request of the County Manager or his/her designee, Professional will cease having a named employee provide Services to the County under this Agreement. The County reserves the right to terminate this Agreement due to a change in Professional’s personnel during the term of this Agreement.

13. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Professional shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “5”**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour

\$17.00 per hour without health benefits

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

14. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within 30 days, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all Deliverables and draft deliverables as defined in Section 9 above. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional 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 Services not performed.

15. **Indemnification.** PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional’s employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional’s sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense related to Professional, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

To County:

\_\_\_\_\_  
David Roberts

\_\_\_\_\_  
Alachua County Manager

\_\_\_\_\_  
1401 Manatee Avenue W, Suite 1200

\_\_\_\_\_  
12 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor

\_\_\_\_\_  
Bradenton, FL 34205

\_\_\_\_\_  
Gainesville, FL 32601

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:  
Contracts

[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court, Attn Finance &  
Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 County's information technology systems.

**IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 364-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or



unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional'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 Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional 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 Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed

to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Time to Bring Claims. No claim or action by either Party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Agreement, may be brought by either Party more than twenty-four (24) months after the Party first knows or has reason to know that the claim or cause of action has accrued, but in no event more than thirty-six (36) months following the completion of the Services.

F. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

G. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional 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.

H. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

I. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

J. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

K. E-Verify. 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. Professional shall expressly require any subcontractors performing work or providing Services under this 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>

L. Conflict of Interest. Professional warrants that neither Professional nor any of

Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

M. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

N. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

O. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

P. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Q. Counterparts. This Agreement may be executed in any number of and by the Parties 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 email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

R. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the 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(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

S. 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. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, 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.

T. Entire Agreement. This terms and conditions in this Agreement, the State Agreement and the Business Associate Agreement attached hereto (“BAA”), constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. In the event of a conflict, this Agreement will take precedence over the State Agreement and the BAA.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

**PROFESSIONAL**

By: David Roberts

Print: David Roberts

Title: Partner

Date: 9/20/22

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**ALACHUA COUNTY, FLORIDA**

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

Marihelen Wheeler, Chair  
Board of County Commissioners

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

ATTEST

Approved as to form:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

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Alachua County Attorney's Office

## Exhibit 1: Scope of Services

### Our Understanding and Objectives

We understand that the goal for this project is to complete an Operational Performance Audit for the Alachua County Fire Rescue Department focusing on resiliency, sustainability, and equity. The Audit will entail a comprehensive analysis of the Department, including, but not limited to, operational efficiency and effectiveness, recommendations for reduced risk and liability, and actionable plans to improve areas with noted deficiencies. The audit will also result in a roadmap to help ensure leading practices are enacted and enable the County to meet projected future needs. We also understand that the County has identified the following three focus areas for the Operational Performance Audit:

- Compliance
- Staffing and Personnel Management
- Management and Administration

The table below demonstrates our understanding of the County’s desired component within each of the three focus areas.

Focus Area	Scope Components
<b><i>Compliance</i></b>	Assess compliance with applicable: <ul style="list-style-type: none"><li>• Federal laws</li><li>• Florida Statutes</li><li>• Alachua County Codes/Ordinances/Comprehensive Plan</li><li>• BoCC Fire Service Delivery Core Principles</li><li>• National Fire Protection Association (NFPA)</li><li>• Commission on Accreditation of Ambulance Services (CASS) standards</li><li>• Manuals, Standard Operating Procedures and Medical Protocols</li><li>• Staffing evaluation and personnel management</li></ul>

Focus Area	Scope Components
<b><i>Staffing and Personal Management</i></b>	<ul style="list-style-type: none"> <li>• Organizational design and general description of role and responsibilities</li> <li>• Chain of Command/Lines of Authority/Organizational Chart</li> <li>• Review staffing levels and evaluate administration, support staffing, and operational staffing levels</li> <li>• Review staff scheduling methodology</li> <li>• Review overtime trends (scheduled and unscheduled) and make recommendations <ul style="list-style-type: none"> <li>○ Evaluate vacancy and OT trends in relation to each other</li> </ul> </li> <li>• Review firefighter/EMS staff distribution as compared to call load</li> <li>• Review of job descriptions for accuracy, relevance and to ensure they have been updated as needed</li> <li>• Evaluate Staff retention and succession planning</li> <li>• Evaluate disciplinary processes</li> <li>• Evaluate Health and wellness programs, including counseling services</li> </ul>
<b><i>Management and Administration</i></b>	<ul style="list-style-type: none"> <li>• Management Components <ul style="list-style-type: none"> <li>○ Review of policies and procedures vs. industry standards</li> <li>○ Strategic planning, goals, and objectives</li> <li>○ Standardized reporting, document security, and recordkeeping</li> <li>○ Assessment of issues critical to improvement of departmental effectiveness</li> <li>○ Assessment of anticipated future challenges</li> <li>○ Effectiveness of communication, both internal and external</li> </ul> </li> <li>• Local demographic information</li> <li>• Grant Compliance</li> <li>• State and Federal reporting requirements</li> <li>• Computer-Aided Dispatch incident records</li> <li>• Local Geographic Information (GIS) data</li> <li>• Past reviews or studies</li> </ul>

## Methodologies

M&J maintains multiple proprietary methodologies used for operational and performance assessment projects. Specifically for this project, we will leverage our COMPASS transformation, Business Process Improvement, Organizational Design, Change Management, and Project Management methodologies. The following pages show a description of each methodology to be leveraged.

### **COMPASS**

M&J’s approach is based on our proprietary assessment and transformation methodology – COMPASS. The COMPASS methodology was developed based on leading practices, client input, and proven project and change management activities. Our transformation experience, approach, and tools help M&J to “hit the ground running” and to help clients realize their goals and objectives.

COMPASS guides clients through their transformation journeys providing leading practices, lessons learned, and options for future state operations. The methodology is detailed and requires sound evidence to be obtained before making recommendations or presenting options. COMPASS is based on the following four critical stages for strategically assessing, creating, and implementing successful transformation:



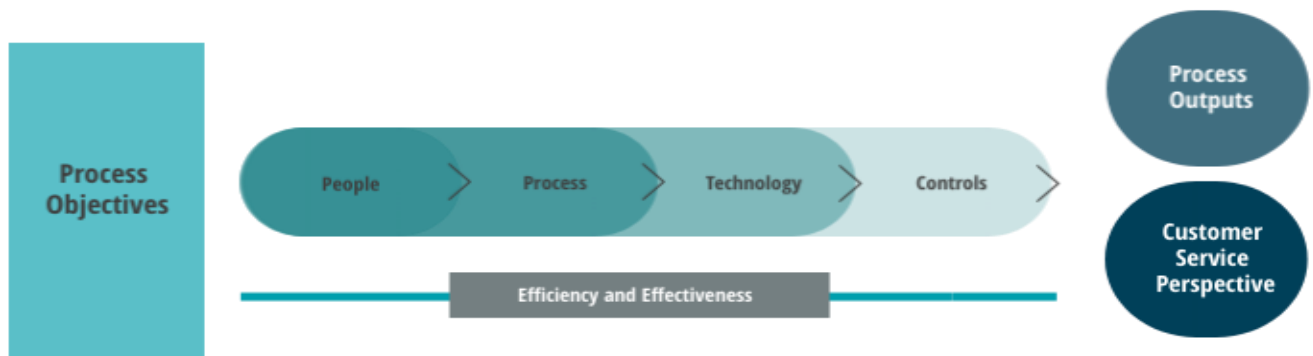
- Inventory – *assess the current state*
- Strategize – *formulate conceptual plan based on current state, leading practices, and organizational strategic direction*
- Mobilize – *build tactical plan with significant details to implement the recommendations and strategy*
- Execute – *operationalize the strategy through implementation*

Based on the scope of work provided in the RFQ, Mauldin & Jenkins will utilize the first two stages of the COMPASS methodology – the *Inventory* and *Strategize* stages. Should Alachua County desire specific, and detailed step-by-step implementation plans, activities, and timelines for each recommendation, and/or assistance with implementation of the recommendations, then we would leverage stages three and four to complete the transformation and agree upon additional fees.

### ***Business Process Improvement Methodology***



M&J will incorporate our Business Process Improvement Methodology into our approach. Our Business Process Improvement methodology is designed to enhance the efficiency and effectiveness of workflow, while aligning to process objectives and ensuring that customer service remains a primary objective. We review business processes through four relational lenses: People, Process, Technology, and Controls. When optimizing any business process, the quality of the outputs and resulting stakeholder satisfaction must be considered and are incorporated into all recommendations. We will leverage this methodology to ensure a comprehensive review of key departmental business processes and ensure that all recommendations and alternative models consider impacts on costs, people, technology, and internal controls. All recommendations will consider impact on service delivery times and best leverage available technical and functional configurations of technologies and people.



***Organizational Design Methodology***

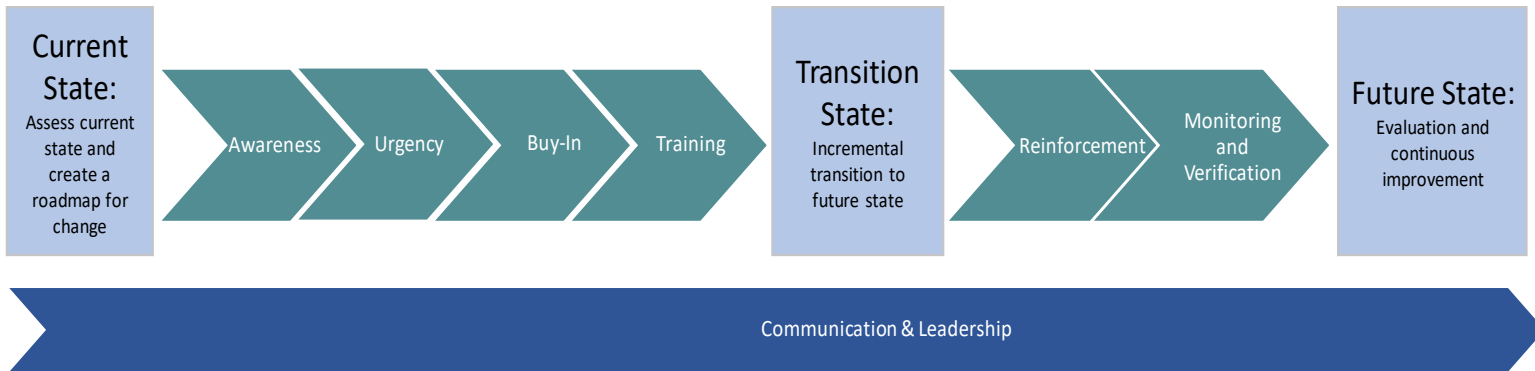
M&J’s Organizational Design methodology helps governments ensure they have the proper structure and alignment for its organization(s). When assessing organizational structures, we consider numerous aspects that contribute to leading practice organizational designs. The Organizational Design methodology considers the following characteristics: Skills and Competencies, Roles and Responsibilities, Functional Roles, Span of Control, Communication, and Authority and Governance. All of these characteristics play a critical role in assessing organizational structure and identifying opportunities to best position an organization for future growth and success.



***Change Management Methodology***

Proactive engagement of and communication with employees and stakeholders of all levels will be critical to the success of any transformational change opportunities identified for Alachua County Fire Rescue. To assist and support the Department in this important mission we will be incorporating our Change Management methodology into our approach.

M&J’s Change Management methodology is a systematic set of proactive steps designed to ensure leadership, employees, and stakeholders are all included in a smooth, intentional transition to the desired future state with minimal disruption. Our methodology emphasizes a foundation of constant communication and leadership from Alachua County’s project sponsors. Our approach will result in a report with a detailed depiction of the current environment (strengths and pain points), leading practice operating model options for Alachua County’s desired future state, and a high-level strategy and Roadmap/Implementation Plan for achieving Alachua County’s desired future state.



### ***Project Management Methodology***

To help ensure all deliverables are completed on time, on budget, and are aligned with the County’s expectations, we will utilize our Project Management methodology to communicate updates with the County. M&J’s Project Management methodology is based on Project Management Body of Knowledge (PMBOK) standards. We are used to managing projects of all sizes and have a disciplined approach for performing operational assessments and similar work. We believe in constant communication and transparency throughout the project. As such, we will create and deliver a bi-weekly status report to the County project sponsor. The status report will detail the following:

- Information and interviews requested and status
- Accomplishments for the period
- Planned tasks for the upcoming period
- Communications plan status and messaging strategies for the upcoming period
- Identified risks
- Real impediments or barriers
- Budget status
- Timeline status
- Observations or findings identified

Our regular status reporting will help ensure we are in sync with the County and that our planned tasks are known.

### **Approach**

Our approach is specifically tailored for Alachua County Fire Rescue Operational Performance Audit based on our understanding of desired scope and deliverables. As such, we have organized our work plan into the following four phases:



### ***Phase 1: Initiation and Planning***

M&J will conduct a kick-off meeting with the County project sponsor and other relevant County stakeholders. The purpose of the kick-off meeting will be to introduce the M&J Team; discuss roles and responsibilities; and project objectives, scope, timing, communication protocols, and potential risks. The meeting will allow for discussion at a more granular level to help ensure M&J and the County are aligned on key project attributes.

We will also discuss access to people and information needed during the assessment and methods for requesting and obtaining interviews and data. We will bring an initial information request to the kick-off meeting based on our understanding of the County’s needs and our knowledge of conducting similar assessments.

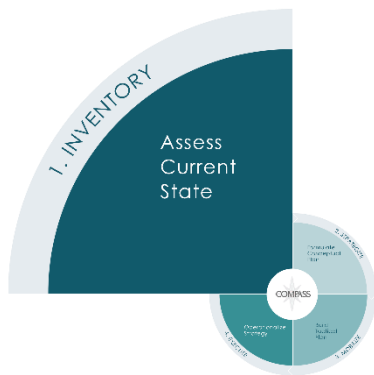
We will work with the County project sponsor to create an initial interview request list. Once the assessment has begun and knowledge learned, additional information and interview request lists will be developed and submitted to the County. Within two weeks after conducting the kick-off meeting, the M&J Team will create and submit a project charter, which will include detailed project expectations, timing, deliverables, communication plan, and identified potential risks with mitigation strategies.

**Outputs: Initial Information and Interview Requests, and Project Charter**

***Phase 2: Information Gathering***

The Information Gathering Phase will consist of obtaining information from the Department (and other County departments as necessary) and leveraging our knowledge of peer organizations and leading practices. We will create a tracking matrix to identify what information has been received and the completeness of the information received compared to what was requested. We will include the information in our bi-weekly status reports to the County to ensure visibility into any delays or obstacles.

Phase 2 incorporates the Inventory stage of the COMPASS methodology.



**Inventory**

We will leverage our “Inventory” stage within the COMPASS assessment and transformation methodology to gain an understanding and to document the current state of the Department’s in-scope focus areas and components. At the completion of the inventory phase, M&J will utilize data obtained and assessed to develop initial strengths and observations. The chart below demonstrates typical activities and outputs of this stage.

<b>COMPASS Stage: INVENTORY</b>	
<i>Purpose: Understand current environment – identifying strengths, weaknesses, and gaps to best practices</i>	
<b>Activities</b>	<b>Outputs</b>
Identify and understand the following: <ul style="list-style-type: none"> <li>• County and Department mission, objectives, and strategies</li> <li>• Functional strategic plan</li> <li>• Functions/activities/services</li> <li>• Internal and external interactions and dependencies</li> <li>• Governance structures</li> <li>• Organization structure, reporting, staffing, and roles and responsibilities</li> <li>• Key workflow with inputs and outputs</li> <li>• Technologies and systems utilization</li> <li>• Performance measurement</li> </ul>	<ul style="list-style-type: none"> <li>• Gap analysis of current services to governing missions and strategies</li> <li>• Functional catalog of service provision</li> <li>• Service delivery model and functional workflow mapping</li> <li>• Organization staffing analysis</li> <li>• Gap analysis of performance to applicable governance</li> <li>• Operational efficiency and effective measurement</li> </ul>

There will be significant amounts of data and information leveraged in our approach that will guide our findings, analysis, and recommendations.

#### Reviewing requested information and data

We will request and review a significant amount of information to help form our understanding of the Department's current environments. Information requested will include, but will not be limited to:

- Strategic plans, initiatives, and special project information
- Organization charts
- Staffing information for past five years
- Job descriptions including roles, responsibilities, and competencies
- Recent internal service delivery and organizational reviews
- Current staffing and hiring plan
- Staffing schedules
- Professional development and training opportunities
- Governing requirements (laws, standards, policies and procedures, etc.)
- Disciplinary processes and events
- Employee surveys
- Customer satisfaction surveys
- KPI, operational metrics, or other performance data
- Financial and budgetary information for past five years
- Technology/systems/GIS inventory
- Workflow diagrams or mapping
- Prior relevant audit findings and audited financial statements
- Prior relevant performance/operational reviews

#### **Outputs: Additional Information and Interview Requests, and Tracking Matrices**

**Phase 3: Fieldwork and Data Analysis**

Fieldwork and Data Analysis occurs concurrently with the Information Gathering phase. We will leverage data as its gathered to generate a clear depiction of the Department’s current state for the in-scope divisions and components. As we analyze the data, we leverage the Strategize stage of the COMPASS Methodology.



**Strategize**

We will leverage our “Strategize” stage within the COMPASS assessment and transformation methodology to take the information and knowledge gleaned from the “Inventory” stage, and craft meaningful recommendations that align with leadership’s vision of an effective and efficient future.

**COMPASS Stage: STRATEGIZE**  
*Purpose: Develop meaningful recommendations closing the gap between the current state and desired future vision*

<b>Activities</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>• Share the Inventory stage results detailing the current state</li> <li>• Understand leadership’s vision for desired future state</li> <li>• Provide and discuss models or options for future alignment</li> <li>• Develop meaningful and realistic recommendations</li> </ul>	<ul style="list-style-type: none"> <li>• Future state models or options</li> <li>• Staffing plan recommendations</li> <li>• Documentation of desired future vision</li> <li>• Recommendations for achieving future state vision</li> </ul>

**Planned Activities/Tasks**

Based on the RFQ, we have organized our fieldwork into the following Fire Rescue functions:

- Emergency Medical Services (EMS)
- Fire Protection
- Fire Prevention
- Training Bureau and Health & Safety
- Diversity and Recruitment
- Facilities
- Equipment/Vehicles
- Administration
- Information and Technology Office
- Central Supply and Inventory Management Office
- Emergency Management
- Enhanced 911/Communications

Function	RFQ Scope Components	Planned Activities/Tasks
Emergency Medical Services (EMS)	<ul style="list-style-type: none"> <li>• Determine if EMS is meeting required legal, recommended standards, and best management practices</li> <li>• Determine if EMS program activities are efficient and effective</li> <li>• Staffing and Personnel Management</li> <li>• Management and Administration</li> <li>• Determine and evaluate appropriate benchmarks               <ul style="list-style-type: none"> <li>○ Assess workload vs. # of units</li> <li>○ Assess response time vs. industry standards</li> </ul> </li> <li>• Assess options and alternatives of emergency medical service delivery mechanisms</li> <li>• Assess applicability of current and future trends to departmental operations</li> </ul>	<ul style="list-style-type: none"> <li>• Understand EMS’s core functions, organization, staffing, key business processes, and use of technology</li> <li>• Understand EMS’s governing requirements (laws, regulations, standards, policies, etc.)</li> <li>• Understand current EMS performance measures and tracked data points</li> <li>• Identify related EMS benchmarks from IAFC, ISO, and other sources</li> <li>• Assess compliance and adherence to governing requirements and leading practices. Identify gaps and strategies to remedy the gaps (if gaps exist)</li> <li>• Assess workflow, key business processes, use of technology, and inputs/outputs from an efficiency and effectiveness perspective</li> <li>• Assess staffing from organizational, span of control, scheduling, use of overtime, skill/competency perspectives</li> <li>• Assess recruitment and pipeline strategies, and succession planning</li> <li>• Assess management and administration styles, communications, chain of command, and support</li> <li>• Compare performance with benchmarks (such as workload and response time)</li> <li>• Assess the current service delivery models and evaluate alternatives</li> <li>• Identify relevant industry trends and the potential impact on operations</li> </ul>

<p>Fire Protection</p>	<ul style="list-style-type: none"> <li>• Determine if Fire is meeting required legal, recommended standards, and best management practices</li> <li>• Determine compliance with the County’s “Fire Services Delivery Core Principles”</li> <li>• Evaluate Level of Service Guidelines and current Fire/EMS Services Master Plan recommendations</li> <li>• Determine if Fire program activities are efficient and effective</li> <li>• Evaluate apparatus/equipment maintenance and inspections</li> <li>• Review inter-agency training <ul style="list-style-type: none"> <li>○ Chain of command</li> <li>○ Common terminology</li> </ul> </li> <li>• Staffing and Personnel Management</li> <li>• Management and Administration</li> <li>• Determine and evaluate appropriate benchmarks <ul style="list-style-type: none"> <li>○ Assess workload vs. # of units</li> <li>○ Assess response time vs. industry standards</li> </ul> </li> <li>• Assess options and alternatives of fire service delivery mechanisms</li> <li>• Assess applicability of current and future trends to departmental operations</li> </ul>	<ul style="list-style-type: none"> <li>• Understand Fire Protection’s core functions, organization, staffing, key business processes, and use of technology</li> <li>• Understand Fire Protection’s governing requirements (laws, regulations, standards, policies, etc.)</li> <li>• Review the County’s “Fire Services Delivery Core Principles” and the current Fire/EMS Services Master Plan</li> <li>• Review the most recent apparatus/equipment useful life/depreciation study and replacement plan</li> <li>• Understand current Fire Protection performance measures and tracked data points</li> <li>• Identify related EMS benchmarks from IAFC, ISO, and other sources</li> <li>• Assess compliance and adherence to governing requirements, leading practices, and the County’ “Fire Service Delivery Core Principles”. Identify gaps and strategies to remedy the gaps (if gaps exist)</li> <li>• Provide an objective perspective on the Level of Service Guidelines and current Fire/EMS Services Master Plan recommendations</li> <li>• Assess workflow, key business processes, use of technology, and inputs/outputs from an efficiency and effectiveness perspective</li> <li>• Assess the current state of apparatus/equipment maintenance and inspections</li> <li>• Assess inter-agency trainings and utilization</li> <li>• Assess staffing from organizational, span of control, scheduling, use of overtime, skill/competency perspectives</li> </ul>
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Function	RFQ Scope Components	Planned Activities/Tasks
		<ul style="list-style-type: none"> <li>• Assess recruitment and pipeline strategies, and succession planning</li> <li>• Assess management and administration styles, communications, chain of command, and support</li> <li>• Compare performance with benchmarks (such as workload and response time)</li> <li>• Assess the current service delivery models and evaluate alternatives</li> <li>• Identify relevant industry trends and the potential impact on operations</li> </ul>

<p>Fire Prevention</p>	<ul style="list-style-type: none"> <li>• Evaluate processes and effectiveness of annual fire safety inspections of all facilities as required for their State license renewal, including: public, private, and charter schools, day care centers, assisted living facilities, nursing homes, Alachua County facilities, and medical facilities</li> <li>• Determine if review of all architectural drawings for new construction to include fire alarm systems, fire sprinkler systems, and pre-engineered suppression systems is being conducted according to standards</li> <li>• Evaluate arson investigation processes and outcomes</li> <li>• Evaluate Internal Affairs investigations, including employee misconduct, to determine if investigations are thorough and comprehensive, non-biased, evidence based, and consistent.</li> <li>• Staffing and Personnel Management</li> <li>• Management and Administration</li> <li>• Determine and evaluate appropriate benchmarks <ul style="list-style-type: none"> <li>○ Evaluate number of annual inspections per inspector</li> <li>○ Fee analysis compared to other jurisdictions</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Understand Fire Prevention’s core functions, organization, staffing, key business processes, and use of technology</li> <li>• Understand Fire Prevention’s governing requirements (laws, regulations, standards, policies, etc.)</li> <li>• Understand current Fire Prevention performance measures and tracked data points</li> <li>• Understand current annual fire safety inspections processes and related dependencies</li> <li>• Understand current arson investigation processes and related dependencies</li> <li>• Understand current Internal Affairs investigation processes and related dependencies</li> <li>• Assess the annual fire safety inspections of facilities as required for their State license renewal from a process and efficiency perspective including: public, private, and charter schools, day care centers, assisted living facilities, nursing homes, Alachua County facilities, and medical facilities</li> <li>• Assess the process and compliance for reviewing required architectural drawings according to standards</li> <li>• Assess the arson investigation process and evaluate the documented outcomes</li> <li>• Assess the processes, supporting documentation and outcomes of Internal Affairs investigations. Review a haphazard sample of investigation files</li> <li>• Assess staffing from organizational, span of control, scheduling, use of overtime, skill/competency perspectives</li> </ul>
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Function	RFQ Scope Components	Planned Activities/Tasks
		<ul style="list-style-type: none"> <li>• Assess recruitment and pipeline strategies, and succession planning</li> <li>• Assess management and administration styles, communications, chain of command, and support</li> <li>• Compare performance with benchmarks (such as inspections completed per inspector and fees)</li> </ul>

<p>Training Bureau and Health &amp; Safety</p>	<ul style="list-style-type: none"> <li>• Review training standards, continuing education, certification and recertification – including compliance, scheduling, and documentation</li> <li>• Evaluate on-the-job training and instruction to personnel on all equipment</li> <li>• Evaluate documentation of employee incidents and records concerning: exposures, accidents, mishaps, and other on-the-job occurrences <ul style="list-style-type: none"> <li>○ Evaluate investigation of all incidents of wrong doing (employee, vehicle, station, patient, records) in coordination with the Risk Management division</li> <li>○ Evaluate and recommend training protocols before and after incidents to reduce risk and liability</li> </ul> </li> <li>• Evaluate documentation of employee immunizations, physicals and any fitness for duty documentation (including, but not limited to return to duty, FMLA, military, and any other leaves)</li> <li>• Evaluate fit testing of all respiratory equipment and related documentation</li> <li>• Evaluate compliance with protective air standards for on scene emergency operations</li> <li>• Review effectiveness of Departmental Safety</li> </ul>	<ul style="list-style-type: none"> <li>• Understand Training Bureau and Health &amp; Safety’s core functions, organization, staffing, key business processes, and use of technology</li> <li>• Understand Training Bureau and Health &amp; Safety’s governing requirements (laws, regulations, standards, policies, etc.)</li> <li>• Understand current Training Bureau and Health &amp; Safety performance measures and tracked data points</li> <li>• Assess the management of training, continuing education, and certification including compliance, scheduling, and documentation</li> <li>• Assess the various types of equipment training</li> <li>• Assess the documentation, records management, outcomes of incidents and wrong doings; and the proactive and reactive training protocols. Review a haphazard sample of incident records</li> <li>• Assess the documentation of medical and leave events. Review a haphazard sample of medical/leave records</li> <li>• Assess fit testing of respiratory equipment and related documentation</li> <li>• Evaluate compliance with protective air standards for on-scene emergency operations</li> <li>• Assess workflow, key business processes, use of technology, and inputs/outputs from an efficiency and effectiveness perspective</li> <li>• Assess staffing from organizational, span of control, scheduling, use of overtime, skill/competency perspectives</li> <li>• Assess recruitment and pipeline strategies, and succession planning</li> <li>• Assess management and administration styles,</li> </ul>
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Function	RFQ Scope Components	Planned Activities/Tasks
	<p>Committee as required by State Statute</p> <ul style="list-style-type: none"> <li>• Staffing and Personnel Management</li> <li>• Management and Administration</li> <li>• Determine and evaluate appropriate benchmarks</li> </ul>	<p>communications, chain of command, and support</p> <ul style="list-style-type: none"> <li>• Compare performance with benchmarks</li> </ul>
Diversity and Recruitment	<p>Assess the efforts of the Fire Rescue Department, beyond what is done by the Equal Opportunity Office, to increase the diversity of the applicant pool and better align the demographics of the department, with that of the local community.</p> <ul style="list-style-type: none"> <li>• Provide recommendations regarding public education and community outreach for recruitment efforts</li> <li>• Evaluate alignment of diversity recruitment strategies and initiatives with the diversity goals of the department and the County</li> <li>• Evaluate the development and advancement of underrepresented groups within the department for promotional opportunities</li> <li>• Determine and evaluate appropriate benchmarks</li> </ul>	<ul style="list-style-type: none"> <li>• Understand the roles, responsibilities, and key functions of the Diversity and Recruitment section and the Equal Opportunity Office</li> <li>• Understand the Department and County’s diversity recruitment strategies and initiatives</li> <li>• Assess the public education and community outreach for recruitment efforts for efficiency, effectiveness, and results</li> <li>• Assess the alignment and supporting activities of diversity recruitment strategies and initiatives with the diversity goals of the Department and the County</li> <li>• Assess the processes and policies for developing and advancing underrepresented groups. Analyze historical data to identify outcomes, results, and trends</li> <li>• Identify relevant industry trends and the potential impact on operations</li> </ul>

Function	RFQ Scope Components	Planned Activities/Tasks
Facilities	<p>Tour and observe stations and make recommendations, as they relate to station efficiency and functionality including:</p> <ul style="list-style-type: none"> <li>• Current station conditions, code compliance, and anticipated useful life</li> <li>• Current station locations</li> <li>• Working alarm systems and communications infrastructure</li> <li>• Security/Card Readers/Keypads</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct a walk-through of Department stations to make numerous related observations</li> <li>• Understand geographic station locations</li> <li>• Based on the walk-throughs, make observations on conditions, code compliance, potential useful life, alarm systems and communications infrastructure, and security/card readers/keypads</li> <li>• Evaluate current station locations</li> </ul>
Equipment/ Vehicles	<p>Review and make recommendations regarding inventory of apparatus and equipment, including:</p> <ul style="list-style-type: none"> <li>• Age, condition, safety, and serviceability</li> <li>• Fire Rescue Vehicle Replacement Fund (Fleet)</li> <li>• Equipment replacement cycle, hardware expiration and tracking, and funding</li> <li>• Distribution and deployment of equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Review the most recent apparatus/equipment useful life/depreciation study and replacement plan</li> <li>• Understand the current distribution and deployment of equipment</li> <li>• Assess the current state of apparatus/equipment maintenance, inspections, and replacement (expiration, tracking, and funding strategies)</li> </ul>

Function	RFQ Scope Components	Planned Activities/Tasks
Administration	<ul style="list-style-type: none"> <li>● Review of contracts and automatic aid agreements. This audit will include but is not limited to; contract terms for best practices, consistency, cost and charge backs to include:               <ul style="list-style-type: none"> <li>○ City of Gainesville</li> <li>○ Contracts with La Crosse, Micanopy, Newberry, High Springs</li> <li>○ Fire assessment - Alachua, Archer, Hawthorne, Cross Creek, Melrose and Windsor Departments.</li> </ul> </li> <li>● Evaluate controls and management of Controlled Substances within the Fire Rescue Department</li> </ul>	<ul style="list-style-type: none"> <li>● Obtain an inventory of current contracts and automatic aid agreements</li> <li>● Understand governing requirements related to controlled substances</li> <li>● Assess current contracts and automatic aid agreements focusing on terms, consistency, costs, and chargebacks</li> <li>● Assess the controls and management of controlled substances</li> </ul>
Information and Technology Office	<ul style="list-style-type: none"> <li>● Evaluate utilization of technology and software               <ul style="list-style-type: none"> <li>○ Review to ensure optimization of newly implemented systems</li> <li>○ HIPAA and PHI compliance within all software systems</li> <li>○ Third-party software contracts to include safeguards/protection from Cyber attacks</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Gain an understanding of the systems and technology used throughout the Department</li> <li>● Assess IT governance</li> <li>● Assess technology functionality and the Department’s current utilization</li> <li>● Assess the processes, policies, controls, and other safeguards to help ensure HIPAA and PHI compliance and document any discovered gaps <i>(Please note that we do not consider “certifying” that the Department is HIPAA or PHI compliant as part of the scope)</i></li> <li>● Assess the use of third-party software and internal trainings to help protect against cyber attacks</li> </ul>

<p>Central Supply and Inventory Management Office (Office)</p>	<ul style="list-style-type: none"> <li>• <i>Evaluate if Proper Internal Controls are in place and observed</i></li> <li>• <i>Evaluate utilization of appropriate technology and software</i></li> <li>• <i>Evaluate Purchasing/Cost Savings (Operative IQ or New World Inventory Control)</i></li> <li>• <i>Determine if inventory is accurately reported and safeguarded. Confirm there are no obsolete or expired items included in inventory and there are no discrepancies (lost or stolen items). Evaluate/test MSDS compliance</i></li> <li>• <i>Evaluate processes for inventory cycling to reduce expirations</i></li> <li>• <i>Provide recommendations to reduce inventory risks</i></li> <li>• <i>Ensure and provide recommendations for Medical supplies, fire suppression equipment, uniforms and safety ensembles are kept in good working order and distributed as appropriate</i></li> <li>• <i>Ensure tracking of all items purchased and issued to employees, agencies or units of Fire Rescue, evaluate accountability</i></li> <li>• <i>Evaluate Hazardous materials storage and control</i></li> <li>• <i>Assess efficiency and recommend improvements</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Understand the Office's core functions, organization, staffing, key business processes, and use of technology</i></li> <li>• <i>Understand the Office's governing requirements (laws, regulations, standards, policies, etc.)</i></li> <li>• <i>Understand current Office performance measures and tracked data points</i></li> <li>• <i>Assess workflow, key business processes, use of technology, and inputs/outputs from an internal control perspective</i></li> <li>• <i>Assess technology functionality and the Office's current utilization</i></li> <li>• <i>Assess if there are new market technologies available to the Office that offer enhancements</i></li> <li>• <i>Assess cost benefits of new technology such as Operative IQ or New World Inventory Control</i></li> <li>• <i>Assess the processes for reporting and safeguarding inventory</i></li> <li>• <i>Assess inventory cycling processes focusing on reducing expirations</i></li> <li>• <i>Assess current and future risks</i></li> <li>• <i>Assess the storage and distribution of inventory processes</i></li> <li>• <i>Assess the tracking, reporting, and ownership of inventory processes and policies</i></li> <li>• <i>Asses the processes, policies, controls, and security for storing hazardous materials</i></li> <li>• <i>Assess workflow, key business processes, use of technology, and inputs/outputs from an efficiency and effectiveness perspective</i></li> </ul>
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<p>Emergency Management</p>	<ul style="list-style-type: none"> <li>● <i>Review of plans for compliance with State of Florida Department of Emergency Management recommendations.</i> <ul style="list-style-type: none"> <li>○ <i>Comprehensive Emergency Management Plan (CEMP)</i></li> <li>○ <i>Post-Disaster Redevelopment Plan (PDRP)</i></li> <li>○ <i>Continuity of Operations Plan (COOP)</i></li> <li>○ <i>Local Mitigation Strategy</i></li> <li>○ <i>Crisis Management</i></li> <li>○ <i>Crisis Communication</i></li> </ul> </li> <li>● <i>Evaluate records of training, testing, exercises for local government staff, non-profit agencies, businesses and citizens, in order to be prepared for disasters and incidents of National Significance</i></li> <li>● <i>Evaluate compliance of annual plan reviews for Health Care Facilities</i></li> <li>● <i>Evaluate hazard analysis of chemical facilities in the County</i></li> <li>● <i>Compliance with FEMA Category B requirements</i></li> <li>● <i>Evaluate EM responsibilities for functions external to county departments (e.g. ESFs/ICS/incident training/table-top exercises) and functions internal to county departments (e.g.</i></li> </ul>	<ul style="list-style-type: none"> <li>● <i>Understand Emergency Management’s core functions, organization, staffing, key business processes, and use of technology</i></li> <li>● <i>Understand Emergency Management’s governing requirements (laws, regulations, standards, policies, etc.)</i></li> <li>● <i>Understand current Emergency Management performance measures and tracked data points</i></li> <li>● <i>Obtain and review training, testing, and exercise plans for emergency management</i></li> <li>● <i>Obtain and review Health Care Facility annual plan reviews</i></li> <li>● <i>Identify related Emergency Management benchmarks from IAFC, ISO, and other sources</i></li> <li>● <i>Review and assess the Department’s plans of compliance with State of Florida Department of Emergency Management recommendations</i></li> <li>● <i>Assess current plans and historical records of emergency management training, testing, and exercises</i></li> <li>● <i>Assess compliance and adherence to annual plan reviews for Health Care Facilities. Identify gaps and strategies to remedy the gaps (if gaps exist)</i></li> <li>● <i>Asses the Department’s hazard analysis of chemical facilities in the County</i></li> <li>● <i>Assess compliance and adherence to FEMA Category B. Identify gaps and strategies to remedy the gaps (if gaps exist)</i></li> <li>● <i>Assess current and potential Emergency Management responsibilities for functions external to county departments. Benchmark with similar organizations</i></li> </ul>
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Function	RFQ Scope Components	Planned Activities/Tasks
	<i>FEMA reimbursement processes/tracking, COOP/COG) and benchmark against comparative agencies</i>	
Enhanced 911/ Communications	<ul style="list-style-type: none"> <li>• Evaluate maintenance and responsiveness of E-911 addressing databases</li> <li>• Evaluate maintenance and upgrades to 911 call answering equipment</li> <li>• Evaluate Investigates and ability to resolve 911 misroutes</li> </ul>	<ul style="list-style-type: none"> <li>• Obtain and review E-911 database preventative and reactive maintenance, and upgrade history</li> <li>• Obtain and review 911 performance measures and other tracked data</li> <li>• Assess the historical maintenance and upgrades performed compared with the current state of addressing databases and call answering equipment</li> <li>• Assess “Investigates” and ability to resolve misroutes</li> </ul>

As we complete each of the planned tasks listed in the preceding table, we will identify numerous observations with corresponding recommendations as further described in Phase 4: Validation and Reporting.

In addition to requesting information and data (as described in Phase 2: Information Gathering), we will conduct interviews/workshops, perform field/workflow/system observations, and benchmark to leading practices to perform our planned activities/tasks.

**Conducting interviews/workshops**

M&J will conduct numerous interviews with Department and County management and staff. We will use the interviews to gain an understanding of people’s roles and responsibilities, organization and reporting, operating functions, compliance and risk mitigation, and perceptions on operating strengths and weaknesses. We will meet with certain employees one-on-one, and will conduct group interviews or workshops where it makes sense.

We will provide Department employee representatives of all titles and employee levels, from front-line staff through management the opportunity to participate in an interview or a group meeting/workshop. We want to be inclusive and help ensure that “all voices are heard.” In advance of all interviews or workshops, we will prepare an interview guide that will contain relevant questions and guiding thoughts to help direct the meetings.

The information gleaned from the interviews and workshops will be used as a guide. We will report common perception themes and trends, but will not rely on any information gleaned without obtaining underlying supporting data as evidence.

#### Performing field/workflow/system observations

Part of our fieldwork will include performing direct observations of business processes, workflow, and system usage. We want to understand first-hand how processes and workflow actually operate – not just how they are supposed to operate.

#### Benchmarking to leading practices

We have extensive data and insight into leading operational, performance, compliance, and risk-avoidance practices that we will compare the Department's current environment with. We will perform a "Gap Analysis" comparing different operational aspects of the Department with leading practices based on desired goals and objectives. We will help the Department determine its desired balance between efficiency and risk to help define a future desired operating model.

### **Outputs: Documentation of current state and recommendations to achieve the desired future state results that will be leveraged for reporting**

#### *Phase 4: Validation and Reporting*

We will begin this phase while fieldwork is still being conducted. The purpose of this phase is to:

- Develop preliminary observations
- Begin to share preliminary observations with the appropriate stakeholders
- Receive feedback on the preliminary observations to either validate or dispute the observations
- Based on feedback received, perform additional fieldwork or data analysis as applicable
- Develop recommendations that correspond to our observations
- Prepare draft report
- Communicate draft report with appropriate stakeholders
- Obtain written feedback from draft report
- Prepare final report
- Present final report to appropriate stakeholders

Our assessment and recommendations will be based on sound evidence. Our process is implemented with meticulous care and rigor to ensure quality, data-driven recommendations that will help put you in the best position to move forward effectively and efficiently. Our developed recommendations will be realistic, actionable, and implementable – we will not develop any "pie in the sky," unrealistic, or non-value added recommendations.

We will present a draft report to the County approximately two weeks before the final report, allowing time for review and adjustments as appropriate. After receiving feedback on the draft report, we will make any appropriate adjustments, and will issue and present the final report to the County.

You will not learn about any issue or recommendation for the first time in our report. As we identify observations, we will share them with the County project sponsor through status reports, formal meetings, or informal telephone calls. Our process is rigorous to ensure full review and analysis of the of current state to facilitate detailed conversations about options for future state models. Where practicable, we will also incorporate communications and messaging strategies for sharing this information with other stakeholders. Our observations and potential recommendations will consider the cost savings, impacts on service delivery, and potential enhancements for efficiency and effectiveness.

**Outputs: Draft Report, Final Report, Final Report Presentation**

***Timing***

We understand the County desires the Audit be initiated and completed as expeditiously as possible. We will complete Phase 1, Initiation and Planning, within two weeks of receiving the Letter of Engagement. The table below outlines our approach for completing the work described in this proposal within a timeframe of five months or 20 weeks. Please note that there is overlap among the phases that is intentionally built into the timeline. The timeline takes into account multiple site visits, while also accounting for remote work, ensuring continuous progress.

<i>Event</i>	<b>Event Duration</b>	<b>Cumulative Duration</b>
<i>Receive Letter of Engagement</i>	0 weeks	0 weeks
Phase 1: Initiation and Planning	2 weeks	2 weeks
<i>Provide Project Charter</i>	2 weeks	2 weeks
Phase 2: Information Gathering	10 weeks	10 weeks
Phase 3: Fieldwork and Data Analysis	16 weeks	18 weeks
Phase 4: Validation and Reporting	4 weeks	20 weeks
<i>Provide Draft Report</i>	2 weeks	18 weeks
<i>Provide Final Report and Presentation</i>	2 weeks	20 weeks

The proposed schedule above creates a total project duration of 20 weeks, or approximately five months. The graphic below also depicts this proposed timeline.

Phase	Duration	Week									
		2	4	6	8	10	12	14	16	18	20
Receive Letter of Engagement	0w	A									
Phase 1: Initiation and Planning	2w	B									
Phase 2: Information Gathering	10w										
Phase 3: Fieldwork and Data Analysis	16w	C	C	C	C	C	C	C	C	C	
Phase 4: Validation and Reporting	4w									D	E

Ongoing Project Management, Status Reporting, and Communications	
A	Project Kick-off
B	Project Charter
C	Bi-weekly Status Reports
D	Draft Report
E	Final Report

### Assumptions

The following matters are general assumptions held by M&J for the duration of this assessment:

- The services described in this proposal constitute an advisory engagement conducted under American Institute of Certified Public Accountants standards for consulting services
- Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does the County desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the County
- The County will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis
- The County will provide Mauldin & Jenkins with adequate workspace while onsite
- The County will ensure that we have access to key people, information, and data, and that all levels of your employees and contractors will cooperate fully and timely with us. We will also let you know if we feel we are not getting the appropriate cooperation or direction and advise you of any other issues related to this engagement. The success of this engagement is dependent upon full openness, communications, cooperation, and timely direction
- The County will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services, or deliverables
- Mauldin & Jenkins will provide recommendations as applicable. The County is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the County

The County will review the draft deliverables in a timely manner. Untimely review, or access to people or information could have an impact on the project schedule.

**Exhibit 2: Payment Schedule**

The fees for the work described in this Scope of Work shall be an amount not exceed\$268,400 based on the following hourly rates.

Staff Level	Staff Member(s)	Hourly Rates
Principal Consultant	David Roberts	\$280
Senior Consultant	Kate Russell, Stuart McElhaney, Robert Graff, Joseph Fernandez	\$185
Consultant	Graham Sweeney	\$150
Junior Consultant	Rodney Mascho, Laura Schmidt	\$125
Program and Administrative Support	Additional Support Staff as Needed	\$60

Professional will submit monthly invoices to the County based on actual hours worked at the above hourly rates. Payment is expected within 30 days.

### **Exhibit 3: Insurance Requirements**

#### **TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”**

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

##### **I. 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.

##### **II. 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.

##### **III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

- A 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.
- B 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.

##### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

##### **V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 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; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 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's insurance and shall be non-contributory.

C All Coverages

- 1 The Contractor 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.

**VI. SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:                    Alachua County Board of County Commissioners**



**Exhibit 3-A: Certificate of Insurance**

**See separate certificates.**

## Exhibit 4

### **BUSINESS ASSOCIATE AGREEMENT**

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective as of \_\_\_\_\_, 2022 (the "Effective Date") by and between Alachua County, Florida, a political subdivision of the State of Florida ("Alachua County" or "Covered Entity") and Mauldin & Jenkins, LLC ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Alachua County or BUSINESS ASSOCIATE 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 a Professional Service Agreement under which Business Associate will perform performance audit services for its Fire Rescue department ("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 implement administrative, physical, and technical safeguards that are designed to protect 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. The Business Associate is responsible for ensuring that all of its employees or contractors who have access to PHI under this agreement are trained in the requirements of HIPAA as amended.

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 practicable, 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 (to the extent known) 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. Certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security, and remain within the normal incident level: pings on the firewall; port scans; attempts to log onto a system or enter a database with an invalid password or username; denial-of-service attacks that do not result in a major outage.

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, 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 terms and conditions no less restrictive than those set forth herein. Business Associate shall remove any subcontractor, agent or other representative from providing services to Covered Entity under the Services Agreement, if such subcontractor, agent or representative fails to abide by any material term of such 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 written 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 applicable law, 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 in writing, and in the time and manner designated by applicable law.

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, upon a written request, in the time and manner designated by applicable law, 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.

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. 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.** Covered Entity will 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 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 unless an applicable law, regulation, or professional or industry standard requires storage or retention of such data beyond such term. 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 email to email address provided for each Party 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:

Alachua County  
12 S.E. 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Gainesville, FL 32601  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

If to Business Associate:  
Attn: David Roberts  
1401 Manatee Avenue W,  
Suite 1200  
Bradenton, FL 32405\_\_

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 accordance with the laws of such jurisdiction and shall be subject to the exclusive jurisdiction of the Courts, as are specified in the Services Agreement.



13.7 No Third Party Beneficiaries. 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 seek 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.

*REMAINDER OF PAGE  
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**IN WITNESS WHEREOF**, the Parties hereto have executed this Business Associate Agreement effective as of the Effective Date.

**ALACHUA COUNTY, FLORIDA**

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

Marihelen Wheeler, Chair  
Board of County Commissioner  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_

\_\_\_\_\_

Jesse K. Irby II, Clerk

Alachua County Attorney's Office

(SEAL)

**PROFESSIONAL**

ATTEST (By Corporate Officer)

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

By: David Roberts \_\_\_\_\_

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

Print: David Roberts \_\_\_\_\_

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

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

Date: 9/20/22 \_\_\_\_\_

**Exhibit 5: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title:** \_\_\_\_\_

**Contract or Bid/RFP #:** \_\_\_\_\_

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Mauldin & Jenkins, LLC  
1401 Manatee Avenue W, Suite 1200  
Bradenton, FL 34205  
770-980-2487  
droberts@mjcpa.com

**PROFESSIONAL**



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

Print: David Roberts

Title: Partner

Date: 9/20/22\_\_\_\_\_