

1. Bid Documents

3 (3 Mandatory Requirement)



1.1. **Bid Documents**

Download the attached documents and upload your response below.

It is not necessary to return every page of each document with the submittal; return only the pages that require signatures or information, including pricing, as requested in the Submittal Requirements section of the solicitation document.

Document upload - Mandatory Requirement

- [RSQ\(116676\).pdf](#)
- [Exhibit A, Scope of Services\(116677\).pdf](#)
- [Exhibit B, Fee Schedule\(116678\).xlsx](#)
- [Exhibit C, Insurance Requirements\(116679\).pdf](#)
- [Exhibit D, Business Associate Agreem..\(116680\).pdf](#)
- [Exhibit E - Medicare Ground Ambulanc..\(116681\).pdf](#)
- [Exhibit F - HIPAA Privacy Notice\(116682\).pdf](#)
- [Draft Agreement\(116685\).pdf](#)

1.2. **REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
MR missed

1.3.

[COMMENT: To be used for FDOT Projects. If used, unhighlight text below and delete alternate Q&A section above.]

REVISIONS | PUBLISHED ANSWERS | ADDENDA

All answers to questions of substance will be publicly published.

Suppliers are required to review all revisions and answers to questions published.

By selecting **YES** below, you are confirming that you have reviewed revisions and all answers to questions published and any Addenda up until the bid closing date and have given consideration to all information in preparing your response to this solicitation. Checking **YES** will serve as your electronic signature of acknowledgement.

Please upload a signed copy of each of the addenda issued for the solicitation.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
MR missed



BUSINESS SERVICES
Purchasing and Contracts

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

Submittal Due Date
Wednesday, June 16, 2021

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

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

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

21-SQ-119BB
Medicare Cost Reporting and
Medicaid Reimbursement Consulting Services

Proposals will be accepted via Negometrix, as detailed in Section 3.4, **until 3:00 p.m. on Wednesday, June 16, 2021.** Submittals received after this deadline **will not** be considered for award.

1.0 PURPOSE & OVERVIEW

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

1.1 Background

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

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

2.0 SCOPE OF SERVICE

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

2.1 Qualifications/Certifications

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

A. Minimum Qualifications

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

2.2 Evaluation Method

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

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

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

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

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

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

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

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

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

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

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

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

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

Medicare Ground Ambulance Data Collection Instrument: See Exhibit E.

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

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

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

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

Protest: See process at www.volusia.org/purchasing.

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

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

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

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

3.2 RSQ Closing Date

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

3.3 Proposed Schedule

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

3.4 Delivery of Proposals:

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

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

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

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

Registering your company at app.negometrix.com will also allow your company to be notified of future solicitations.

3.5 Public Proposal Opening

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

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

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

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

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

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

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

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

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

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

3.7 Proposal Form

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

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

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

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

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

3.9 Award

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

3.10 Other Agencies

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

3.11 Use of County Logo

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

3.12 Assignment

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

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

3.13 Agreement

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

3.14 Disclosure of Proposal Content

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

3.15 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

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

3.16 Debarment

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

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

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

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

3.17 Payment Terms

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

3.18 Conflict of Interest Forms

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

3.19 Licenses and Certificates

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

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

3.20 Minor Irregularities

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

3.21 Venue and Governing Law

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

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

3.22 Insurance Requirements

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

3.23 Unusual Costs

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

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

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

3.24 Scrutinized Companies-FL Statute Section 287.135 and 215.47

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

3.25 Waiver of Claims

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

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

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

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

3.27 Termination

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

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

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

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

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

3.28 Incurred Expenses

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

3.29 Post-Proposal Discussions with Respondents

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

3.30 Presentations by Respondents

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

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

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

3.31 Compliance with Laws and Regulations

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

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

3.32 Compliance with Federal E-Verify Regulations

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

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

3.33 Limitation of Liability and Indemnification of County

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

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

3.34 Records & Right to Audit

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

3.35 Change in Scope of Services/Work

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

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

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

3.36 Modifications Due to Public Welfare or Change in Law

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

3.37 Safety

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

3.38 Right to Require Performance

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

3.39 Force Majeure

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

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

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

3.40 Consultant's Personnel

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

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

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

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

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

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

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

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

3.41 Disadvantaged Business Enterprise Program

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

3.42 Claim Notice

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

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

3.43 County/Consultant Relationship

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

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

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

3.44 Damages

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

3.45 Proposal Acceptance/Rejection

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

3.46 Proposal Acceptance Period

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

4.0 SUBMITTAL REQUIREMENTS

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

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

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

All proposals shall include, at a minimum:

Tab 1. Qualification Data

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

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

B. A brief profile of the firm, including:

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

Tab 2. Project Methodology and Approach

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

Tab 3. Cost

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

Tab 4. References

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

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

Tab 5. Financial Stability

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

Tab 6. Forms

A. Business Tax Receipt (BTR)

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

There are two exceptions to this submission requirement:

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

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

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

B. Professional Certification/Licenses

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

C. Insurance

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

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

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

D. Conflict of Interest Disclosure Form

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

E. W-9.

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

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

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

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

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

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

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

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

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

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dun & Bradstreet #

Federal I.D. #

6.0 REFERENCES

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

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

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

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

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

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

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

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

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

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

8.0 PROOF OF EXEMPTION



FINANCE – TREASURY & BILLING DIVISION

125 W. NEW YORK AVE. • ROOM 120 • DELAND, FL 32720
PHONE: 386-943-7085 • FAX: 386-943-7086
www.volusia.org/treasury

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

- | | |
|--|--|
| <input type="checkbox"/> Florida Statute 205.054 | <input type="checkbox"/> Florida Statute 205.067 |
| <input type="checkbox"/> Florida Statute 205.055 | <input type="checkbox"/> Florida Statute 205.162 |
| <input type="checkbox"/> Florida Statute 205.063 | <input type="checkbox"/> Florida Statute 205.191 |
| <input type="checkbox"/> Florida Statute 205.064 | <input type="checkbox"/> Florida Statute 205.192 |
| <input type="checkbox"/> Florida Statute 205.065 | <input type="checkbox"/> Florida Statute 205.193 |
| <input type="checkbox"/> Florida Statute 205.066 | <input type="checkbox"/> Florida Statute 205.196 |

(Authorized Signature)

(Printed Name)

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

Treasury & Billing Director/Designee
Not valid without signature

9.0 HOLD HARMLESS AGREEMENT

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

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

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

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

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

Owner: _____ (print name) _____
(signature)
Employee 1: _____ (print name) _____ (signature)
Employee 2: _____ (print name) _____ (signature)
Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

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

EXCEPTIONS to items above (List): _____

Signature: _____
Printed Name: _____
Firm Name: _____
Date: _____

11.0 DRUG-FREE WORK PLACE

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

_____ does:
(Name of Firm)

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

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

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

TO BE COMPLETED BY PRIME CONSULTANT

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

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

TO BE COMPLETED BY ALL SUBCONSULTANTS

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

Name of Respondent: _____

By: _____

(Authorized Signature)

Title: _____

Date: _____



DRAFT

**AGREEMENT
FOR
PROFESSIONAL MEDICARE COST REPORTING
AND
MEDICAID REIMBURSEMENT CONSULTING SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

TBD

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

AGREEMENT FOR PROFESSIONAL MEDICARE COST REPORTING AND MEDICAID
REIMBURSEMENT CONSULTING SERVICES

This Agreement for Professional Medicare Cost Reporting and Medicaid Reimbursement Consulting Services (hereinafter "Agreement") made and entered by and between [NAME OF COMPANY], which is duly authorized to conduct business in the State of Florida, and whose principal place of business is located at [Company's address] ("Consultant") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 ("County").

RECITALS:

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

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

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

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

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

1 DEFINITIONS

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

- 1.1. **Agreement:** This Agreement for Medicare cost reporting and Medicaid reimbursement consulting services, including its articles, exhibits, addenda, and attachments.
- 1.2. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Consultant authorizing a modification or revision to one or more terms or conditions of this Agreement.
- 1.3. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Consultant, which is signed by the County and Consultant authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or

conditions of the Agreement.

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

2 EXHIBITS

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

2.1.1 Exhibit A—Scope of Services,

2.1.2 Exhibit B—Fee Schedule

2.1.3 Exhibit C—Insurance Requirements

2.1.4 Exhibit D – Business Associate Agreement

3 ORDER OF PRECEDENCE

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

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

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

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

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

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

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

4.2 **Performance Criteria:**

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

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional manner, in accordance with industry standards and to the satisfaction of the County.

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

5 RESPONSIBILITY OF CONSULTANT

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

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

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

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

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

6 TERM OF AGREEMENT

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

7 AGREEMENT PRICE AND COMPENSATION

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

payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Consultant, which defects or deficiencies would have otherwise caused the County to withhold payment.

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

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

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

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

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

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

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

7.6 **Consultant's Continuing Obligations.** Consultant's obligation to perform Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the Agreement: approval of any progress; final payment to Consultant; documentation confirming acceptance of the Services by the County; any payment by the County to Consultant under the Agreement; any act of acceptance by the County or any failure

to do so; any correction of defective Services by the County.

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

8 PAYMENT OF SUBCONSULTANTS

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

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

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

party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

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

11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Consultant.
- 11.2 Consultant may terminate this Agreement upon at least two-hundred ten (210) days prior written notice to County.
- 11.3 Upon receipt of notice of termination by the County from Consultant or upon delivery of notice of termination from the County to Consultant, Consultant shall:
 - 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
 - 11.3.2 Inform the County, in writing, of the extent to which performance is completed.
 - 11.3.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
 - 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Consultant under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 11 - Termination, the County shall cause payments to be made to Consultant within forty five (45) days of receipt of invoice. Consultant shall invoice the County for any sums Consultant claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.6 If Consultant fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Consultant's unfinished

Services. As such, County may apply unpaid Compensation due and owing to Consultant prior to the default as a set off against the costs incurred by the County for taking over such Services.

- 11.7 The right of termination provided to the County and Consultant herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

12 DISPUTE RESOLUTION

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

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

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

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

13 COUNTY DATA

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

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

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

14 LOCAL GOVERNMENT REQUIREMENTS

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

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

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

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

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

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

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

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

unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Consultant agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Consultant with prompt written notice with respect to any ADA deficiencies of which the County is aware and Consultant will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Consultant furnished or provided in connection with this Agreement, Consultant shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Consultant further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Consultant's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Consultant agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Consultant agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.

14.7 **Employment of Illegal Aliens.** Consultant certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

14.8 **Equal Opportunity; Disadvantaged Business Enterprises.**

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

14.9 **Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions** This Agreement and the products/services provided may be utilized in

the event of declared State/Federal Emergency, and Consultants shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

14.10 Compliance with Federal E-Verify Regulations

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

14.11 Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Consultant certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been

placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

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

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

15 MISCELLANEOUS PROVISIONS

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

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

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

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

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

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Consultant:	with a copy of legal notices to:
TBD Attn: Address: Phone:	

15.7 **Assignment.**

Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion, including, but not limited to, requiring Consultant or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article shall be by written Amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Agreement, Consultant shall provide the County with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the

County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Consultant to the County's acceptance or approval of its request for assignment.

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

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

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

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

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

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

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

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

16 ELECTRONIC SIGNATURES

Vendor acknowledges that _____ [name and title of signatory] (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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17 SIGNATURES

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

Attest:

George Recktenwald
County Manager

Date: _____

Attest:

Signature

Name and Title

Date: _____

CC Date: _____

COUNTY OF VOLUSIA

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

TBD

BY: _____
Signature

Name and Title

Date: _____

EXHIBIT A

Medicare Cost Reporting and Medicaid Reimbursement Consulting Services

SCOPE OF SERVICES

2.0 Services to be Provided

A. Project Management

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

B. Medicare Cost Survey

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

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

C. Medicaid Managed Care Organization (MCO) Public Emergency Medical Transport (PEMT) Program Continuity

1. The Consultant shall support the County in continuing the legal and fiscal requirements to participate in the MCO PEMT program and ensure compliance with the managed care reporting requirements.
2. The Consultant shall monitor claims and cash flows of the Managed Care program to ensure the County receives appropriate benefit from the program and has met documentation needs.
3. The Consultant shall assist with the reconciliation of payments against actual payments and transports. Specific steps included are as follows:
 - a) Review the MCO patient data reports to compare actual supplemental payments to the final model used by the Agency for Health Care Administration (AHCA).
 - b) Using the completed models, the Consultant shall provide a detailed projection so that the County can understand and evaluate the full fiscal impact of supplemental payment options.
4. The Consultant shall review the MCO model annually and recommend any adjustments to AHCA on behalf of the County based on interim payments and annual reconciliation.

D. Medicaid Fee for Service Public Emergency Medical Transportation (PEMT) Cost Report

1. The Consultant shall collect all data necessary from the County to complete the Emergency Medical Transportation Integrated Disclosure and Medicaid Cost Report (“PEMT cost report”).
2. The Consultant shall provide detailed data analysis on the information provided by the County to ensure a PEMT cost report that is complete and only includes eligible costs.

3. The Consultant shall complete the PEMT cost report for submission to the State, including drafting letters and providing supporting documentation to meet Medicaid requirements and expediting settlement.
4. Thirty (30) days prior to State submission deadline, the Consultant shall provide the completed PEMT cost report and provide feedback to the County regarding the report. The Consultant shall identify areas of concern and suggest modifications as necessary to comply with reporting requirements. The Consultant shall meet with the County team to discuss all feedback and develop a plan to finalize the PEMT cost report.
5. The Consultant shall complete a consolidated supporting documentation file to accompany the cost report submission.
6. Following submission of the report, the Consultant shall provide audit support during all state and federal desk reviews and audits.

3.0 Additional Services

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



Exhibit B - Fee Schedule

Respondents shall propose a flat fee, the fee shall remain firm and fixed for the term of the resulting Agreement, inclusive of all labor, material and out-of-pocket expenses. There shall be no reimbursable expenses paid by the County. This fees is inclusive of any subconsultants' fees and all subsequent extensions to the Agreement. Respondent shall complete the Hourly Rate section, which will be used for any additional services not know at the time of the solicitation.

Annual Flat Fee for Medicare Cost Reporting	\$0.00
Annual Flat Fee for Medicaid Reimbursement Consulting Services	\$0.00

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

Hourly Rates

Functional Title	Firm Fixed Hourly Rates
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Vendor Name

Authorized Signator and Title

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Required Types of Insurance

The Consultant shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Consultants shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE	
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation	Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Independent Contractors	EACH OCCURRENCE \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000
	Premises-Operations \$ 1,000,000
	Products & Completed Ops \$ 1,000,000
	Personal & Adv Inj. \$ 1,000,000
	Fire Damage \$
	\$
PROFESSIONAL LIABILITY	\$ 1,000,000 per Claim \$ 2,000,000 Aggregate
CYBER INSURANCE <input checked="" type="checkbox"/> Cyber & Incident Response <input checked="" type="checkbox"/> Network and Information Security & Privacy Liability <input checked="" type="checkbox"/> Third Party Privacy Breach Management Costs	\$1,000,000 per Claim \$2,000,000 Aggregate
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:	
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Rebecca Bishop</u>	Risk Management Division _____

- A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of

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

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

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

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

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

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

- J. Professional Liability. The Consultant shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Consultant's or its Subconsultant's professional liabilities whether occasioned by the Consultant or its Subconsultants, or its agents or employees [and broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

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

- K. Cyber Insurance. The Consultant shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, with coverage for (a) data breaches by the Consultant or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Consultant's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a

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virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

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

1. Insurance Requirements

A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Consultant or its Subconsultants for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Consultant hereby waives all rights against the County and its Subconsultants for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Consultant shall require similar waivers from all its Subconsultants. Consultant's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Consultant, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Consultant's business or any Subconsultant performing work or services on behalf of the Consultant or for the Consultant's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Consultant shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

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- vi. Deductibles. Consultants that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.8 of RSQ #21-SQ-119BB, Questions, Exceptions, and Addenda, to be considered for this solicitation.

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

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

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

2. Proof of Insurance

- A. The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Consultant shall not commence work or provide any service until the Consultant has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
- C. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Section. No work or services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the

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Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

- D. The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate the Agreement but County has no obligation to renew any policies.
3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.

HIPAA Business Associate Agreement

1. PREAMBLE AND DEFINITIONS.

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

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

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

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

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

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11 Business Associate agrees to account for the following disclosures:

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

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

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

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

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

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

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

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

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

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

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

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall:

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

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

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

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

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

5. COMPLIANCE WITH SECURITY RULE.

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

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

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

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

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

6. INDEMNIFICATION.

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

7. TERM AND TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

8. MISCELLANEOUS.

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

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

8.3 This BAA shall be interpreted in the following manner:

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

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

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

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

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

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

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

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

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

NAME OF BUSINESS ASSOCIATE

BY: _____
Signature

Name and Title

Date: _____

COUNTY OF VOLUSIA

BY: _____
Signature

Name and Title

Date: _____

Medicare Ground Ambulance Data Collection Instrument

July 31, 2020

NOTE: **All programming notes, skip patterns and annotations to improve readability are indicated in brackets.** This text will not appear in the programmed data collection instrument but is included in this version to indicate the intended functionality of the programmed instrument. Item wording, definitions, and response options for the respondent appear in black. The programmed instrument may include additional programmed checks, confirmations, instructions, warning messages, etc., beyond the annotations in this printable version of the instrument.

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Printable Ground Ambulance Data Collection Instrument

1 General Survey Instructions

Section 50203(b) of the Bipartisan Budget Act (BBA) of 2018 (Public Law 115-123) added paragraph (17) to section 1834 (l) of the Social Security Act (the Act). This section requires the Secretary of the Department of Health and Human Services (HHS) to develop a data collection system to collect cost, revenue, utilization, and other information from providers and suppliers of ground ambulance services (“ground ambulance organizations”). The Centers for Medicare & Medicaid Services (CMS) has developed this data collection instrument to collect this information. The collected information will be analyzed to assess the adequacy of Medicare payments for ground ambulance services.

In accordance with 42 CFR §414.626 of our regulations, your ground ambulance organization has been selected to submit the data requested in this data collection instrument. If you do not sufficiently collect the data during the data collection period, and sufficiently report the data during the applicable data reporting period, you will receive written notification that you will receive a payment reduction under section 414.610(c)(9).

This data collection instrument includes detailed questions about your organization’s characteristics, services, ground (land and water) ambulance costs, and revenue. The questions generally refer to your organization’s total ground ambulance costs, revenue, and volume of services, not just the portion of costs, revenue, and volume related to services that you provided to Medicare beneficiaries. Organization-specific data collected through this effort will not be published.

If your organization bills Medicare for ground ambulance services under multiple National Provider Identifiers (NPIs), the data collection instrument will specify the NPI for which we are requesting data. We use the term “ground ambulance organization” to refer to the NPI for which we are requesting data.

You must report information covering a 12-month data collection period. This period starts on the date which your organization previously reported to your Medicare Administrative Contractor (MAC) or to CMS. The 12-month data collection period for your organization runs from **[INSERT START DATE]** to **[INSERT END DATE]**.

The data collection instrument consists of 13 sections. The time spent gathering the data needed to complete the data collection instrument will vary depending on your organization’s accounting and recordkeeping systems. It is expected to take up to 20 hours to review the instructions and collect the required data and an additional 3 hours to enter, review, and submit the information.

In general, you will be able to report information collected under your organization’s current accounting practices. CMS understands that some ground ambulance organizations use accrual-basis accounting while others use cash-basis accounting. Please follow the instructions in each instrument section.

We want to make sure that we get a full picture of the cost of operating ground ambulance services at your ground ambulance organization. If your organization is part of a local government or larger institution that pays for certain of your ground ambulance

costs (e.g., if your municipality pays facility rent), you will need to collect and report that information. You will not be asked to estimate the value of volunteer labor or supplies, equipment, or other inputs that are donated to your organization.

We recommend that you use a printed version of the data collection instrument and then enter the information into the online data collection instrument when all of the information is collected. A printable copy of the data collection instrument is available at: [\[INSERT LINK\]](#).

You can complete the data collection instrument in multiple sittings. If you need to stop before completing the instrument, you can log out by clicking on the "Exit" button. This step will save your responses. When you log in again later, you will enter the system where you left off. *[Note: This instruction will be updated to reflect the capabilities of the programmed instrument.]*

To learn more about completing the instrument, printing your responses, and whom to contact if you have questions, [click here for help \[INSERT LINK\]](#).

2 Organizational Characteristics

We are interested in learning more about your ground ambulance organization and how you collected data related to costs and revenues during the data collection period. Your answers to these questions will help ensure that you are presented with questions about costs and revenues that are relevant to your organization.

1. Is [\[pre-populate number\]](#) an NPI your organization used to bill Medicare for ground ambulance services during the data collection period? Yes (1) / No (0) **[If No (0), either exit instrument or allow respondent to correct number or contact support]**
2. Did your organization use **more than one** NPI to bill Medicare for ground ambulance services during the data collection period? Yes (1) / No (0)
 - a. **[If Yes (1)]** You are being asked to complete this instrument and enter data **only** for the following NPI: [\[pre-populate number\]](#). You will be asked to allocate a portion of costs and revenues incurred at the level of your parent organization (otherwise known as your central office) related to corporate management, information technology [IT] systems, etc., in sections below.
3. What is the name of your organization? For the remainder of the instrument, we use the term "organization" to refer to the NPI for which we are requesting data. (enter name)
4. What is the name, job title, and contact information for the primary person completing this instrument? (enter name, job title, and contact information)
[Note: Part or all of this item will not appear if the information can be partly or entirely pre-populated using information collected elsewhere in the Medicare Ground Ambulance Data Collection System.]

5. Which description of ownership type best fits your organization?
 - a. For-profit
 - b. Non-profit excluding government
 - c. Government (e.g., federal, state, county, city/township/other municipal)
 - d. Public/private partnership
6. Did your organization use volunteer labor for any positions related to your ground ambulance service during the data collection period? Please include volunteers even if they receive small stipends, allowances, or other incentives from your organization. Do not include staff who are paid on an hourly or salary basis even if they perform some activities (e.g., responding as an EMT) on a volunteer basis. Yes (1), No (0)
7. Which category best describes your ground ambulance operation?
 - a. Fire department-based
 - b. Police or other public safety department-based (including all-hazards public safety organizations)
 - c. Government stand-alone emergency medical services (EMS) agency
 - d. Hospital or other Medicare provider of services (such as skilled nursing facility). For the full list of Medicare provider of services categories, see <https://www.cms.gov/Research-Statistics-Data-and-Systems/Downloadable-Public-Use-Files/Provider-of-Services/index>.
 - e. Independent/proprietary organization primarily providing EMS services
 - f. Independent/proprietary organization primarily providing non-emergency services
 - g. Other (please specify)
8. **[If Question 7 = a, b, or d]** You indicated that your ground ambulance operation is **[FILL “fire department-based,” “police or other public safety department-based,” and/or “hospital-based or other Medicare provider-based” as appropriate based on responses to Question 7.]** Please confirm that your ground ambulance operation shares operational costs, such as building space or personnel, with these other operations.
 - a. Yes, we share some or all costs (1)
 - b. Costs are **not** shared (0)
9. Does your ground ambulance operation share any operational costs, such as building space or personnel, with one of the following?
 - a. **[Do not display if Question 7 = a]** A fire department? Yes (1), No (0)
 - b. **[Do not display if Question 7 = b]** A police or other public safety department? Yes (1), No (0)
 - c. **[Do not display if Question 7 = d]** A hospital or other Medicare provider of services (such as a skilled nursing facility). For the full list of Medicare provider of services categories, see <https://www.cms.gov/Research-Statistics-Data-and-Systems/Downloadable-Public-Use-Files/Provider-of-Services/>) Yes (1), No (0)
 - d. Another healthcare organization (excluding hospitals, skilled nursing facilities, or other Medicare provider of services)? Yes (1), No (0)
 - e. An air ambulance operation? Yes (1), No (0)
 - f. Other (specify)? Enter text

[Note: For the remainder of the data collection instrument, we show items related to

shared services to organizations that answer Section 2, Question 8 = Yes (1) OR Question 9 = Yes (1) to one or more of a-f. To streamline the skip logic, we refer to the answers to these questions as “Shared Services = Yes” for the remainder of the document.]

10. Does your organization routinely provide ground ambulance responses to 911 calls? Yes (1), No (0)
11. Do you operate land-based ambulances? Yes (1), No (0)
12. Do you operate water-based ambulances? Please do **not** include vehicles used exclusively for water rescues that do not meet the requirements to be a water ambulance in your jurisdiction. Yes (1), No (0)
[Note: This response will be used to prompt for some water-specific volume and cost information]
13. Do you operate air ambulances? Yes (1), No (0) **[If Yes (1), show the following warning prior to each section:]** “Do **not** include air ambulance services in responding to the following questions.”
14. Which staff deployment model best describes your organization?
 - a. Static deployment (same number of fully staffed ambulance units available no matter the time of day or day of the week)
 - b. Dynamic deployment (units vary depending on the time of day or day of the week)
 - c. Combined deployment (certain times of the day have a fixed number of units, and other times are dynamic depending on need)
15. **[If Question 10=Yes]** Do you provide 911 emergency service around the clock for all days in the year (also known as “24/7/365” service) in most or all of your service area? Yes (1), No (0)
16. Do you ever provide paramedic intercepts? A paramedic intercept service is defined in §410.40(c) as an Advanced Life Support (ALS) level of service that CMS defines as a “rural area transport furnished by a volunteer ambulance company which is prohibited by state law from billing third party payers where services are furnished by an entity that is under contract with the volunteer ambulance company that does not provide the transport but is paid for their service (State of NY only meets these requirements)”. Yes (1), No (0)
17. Other than what was reported in item 17, do you ever deploy ALS emergency response staff as a joint response to meet a Basic Life Support (BLS) ambulance from another organization during the course of responses? Yes (1), No (0)

3 Service Area

This section asks about characteristics of the area served by your ground ambulance organization. Your **primary** service area means the area in which you are exclusively or primarily responsible for providing service at one or more levels and where it is highly likely that the majority of your transport pickups occur. We will also ask you about other areas where you regularly provide services through mutual or auto-aid agreements (your **secondary** service area), if applicable. Do **not** include areas where you provide services only under exceptional circumstances (e.g., when participating in coordinated national or state responses to disasters or mass casualty events).

1. Please select the ZIP codes(s) in which your **primary** service area is located:
[Select ZIP codes by either (1) entering one or more specific ZIP codes, or (2) for organizations with service areas that coincide with a state or county, by selecting a state or county and allowing the system to fill in associated ZIP codes.]
2. **[If Yes (1) to Section 2, Question 10]** Are you the primary emergency ambulance provider in most or all of your primary service area (either for ALS, BLS, or both)? Yes (1), No (0)
3. During a response, what is the approximate **average trip time** (in minutes) across all service levels (BLS, ALS, etc.) in your primary service area from the time the ambulance leaves the station to when that ambulance is available to take another call?
 - a. Less than 30 minutes
 - b. 30 minutes–60 minutes
 - c. 61 minutes–90 minutes
 - d. 91 minutes–120 minutes
 - e. 121–150 minutes
 - f. More than 150 minutes
4. Do you have a secondary service area? A **secondary** service area is **outside** your primary service area, but one where you regularly provide services through mutual or auto-aid arrangements. Do **not** include areas where you provide services only under exceptional circumstances (e.g., when participating in coordinated national or state responses to disasters or mass casualty events).
 - a. Yes (1) **[Continue to remaining questions in this section]**
 - b. No (0) **[Skip to Section 4]**
5. Please select the ZIP codes(s) in which your secondary service is located
[Select ZIP codes by either (1) entering one or more specific ZIP codes, or (2) for organizations with service areas that coincide with a state or county, by selecting a state or county and allowing the system to fill in associated ZIP codes.]
6. During a response, what is the approximate **average trip time** (in minutes) across all service levels (BLS, ALS, etc.) in your **secondary** service area from the time the ambulance leaves the station to when that ambulance is available to take another call?
 - a. Less than 30 minutes
 - b. 30 minutes–60 minutes
 - c. 61 minutes–90 minutes
 - d. 91 minutes–120 minutes
 - e. 121–150 minutes
 - f. More than 150 minutes

4 Emergency Response Time

[Ask only if Section 2, Question 10 is Yes (1)]

To help us better understand your ground ambulance organization's response time, please answer the following questions:

1. We are interested in your organization's response time for ground ambulance responses to emergency calls for service in your **primary** service area (the area in which you usually provide service and where the majority of your transport pickups occur). We define response time as the time from when the call comes in to when the ambulance or another EMS response vehicle arrives on the scene. Do you define response time in this way?
 - Yes (1) **[Skip to question 3]**
 - No (0) **[Continue to question 2]**
2. You indicated in Question 1 that your organization uses a different definition of response time. Please select the definition that best fits your organization's measurement of response time:
 - a. From the time the ambulance leaves the station to the time the ambulance or other EMS vehicle is at the scene
 - b. Other (please specify):
3. Are you able to report statistics related to response times as measured by your organization?
 - a. Yes (1) **[Continue to Question 3b]**, No (0) **[Skip to Question 3e]**
 - b. What is the **average** response time for ground ambulance emergency responses in your **primary** service area? (Enter minutes)
 - c. What is the response time below which 90 percent of your emergency responses fall (i.e., your organization's 90th percentile emergency response time) in your **primary** service area? (Enter minutes)
 - d. **[If Yes (1) to Section 3, Question 4]**, What is the **average** response time for ground ambulance emergency responses in your **secondary** service area? (Enter minutes) **[Skip to Question 4]**
 - e. **[If No (0) to Question Section 4, Question 3a]**: What is your best estimate of the **average** response time for ground ambulance emergency responses in your **primary** service area? (Enter minutes)
 - f. **[If No (0) to Question Section 4, Question 3a]**: What is your best estimate of the response time below which 90 percent of your emergency responses fall (i.e., your organization's 90th percentile emergency response time) in your **primary** service area? (Enter minutes)
 - g. **[If No (0) to Question Section 4, Question 3a and Yes (1) to Section 3, Question 4]**, What is your best estimate of the **average** response time for ground ambulance emergency responses in your **secondary** service area? (Enter minutes)
4. Is your organization required or incentivized to meet response time targets?
 - Yes (1) **[Continue to 4a]**, No (0) **[Skip to Section 5.]**
 - a. Who determines the response time targets required or incentivized?
 - i. Our organization sets our own target response time
 - ii. Local municipality
 - iii. County
 - iv. Other (please specify):
 - b. Are you penalized if you exceed the response time targets? Penalties can take the form of reduced payments or a fine. Yes (1), No (0)

5 Ground Ambulance Service Volume

This section asks about your organization's service volume. For the purposes of this instrument *[Note: Definitions in the programmed instrument may appear next to individual items for clarity]:*

- **Total responses** are defined as the total number of responses by your organization regardless of whether a ground ambulance was deployed and regardless of whether or not a patient was transported. Include EMS responses that did not involve a ground ambulance (e.g., responses only involving a pickup truck or sport-utility vehicle (SUV), including quick response vehicle (QRV), a “fly-car,” or “sprint” vehicle). If more than one vehicle is sent to the scene, count this as one response. **[If Section 2, Question 7 is “a” also display]** “Include emergency responses that did not involve a ground ambulance, such as those involving only fire trucks and/or other fire/rescue vehicles;” **[if “b”]** “Include emergency responses that did not involve a ground ambulance, such as those involving only police cars and/or other public safety vehicles.”
 - A **ground ambulance response** is a response to a call for service by a fully equipped and staffed ground ambulance, scheduled or unscheduled, with or without a transport, and with or without payment. If more than one vehicle is sent to the scene, count this as one response. A standby event may count as a response if your organization provided medical services on scene. Please note that every ground ambulance response will count towards your reported number of total responses, but not all responses are ground ambulance responses.
 - A **ground ambulance transport** is the use of a fully staffed and equipped ground ambulance responding to a request for service to provide a medically necessary transport (based on the rules relevant to the applicable payer).
 - A **paid ground ambulance transport** refers to a ground ambulance transport for which your organization has been paid in full or in part by a payer and/or patient only. Depending on how your organization collects data, you may report (a) the number of transports furnished during the data collection period that were also paid during the data collection period, or (b) the number of transports paid during the data collection period even if some transports occurred prior to the data collection period. Please note that in some questions we ask only about paid transports, and in other questions we are interested in both the paid transports and transports that are not paid, either because your organization did not bill for them or because your organization billed but did not collect payment for them.
1. What was your organization's **total number of responses** in calendaryear 202X **[or fill fiscal year as appropriate]**. **Total responses** are defined as the total number of responses by your organization regardless of whether a ground ambulance was deployed and regardless of whether or not a patient was transported. Include EMS responses that did not involve a ground ambulance (e.g., responses only involving a pickup truck or sport-utility vehicle (SUV), including quick response vehicle (QRV), a “fly-car,” or “sprint” vehicle). If more than one vehicle is sent to the scene, count this as one response. **[If**

- Section 2, Question 7 is “a” also display** “Include emergency responses that did not include a ground ambulance, such as those that involved only fire trucks and/or other fire/rescue vehicles;” **[if “b”]** “Include emergency responses that did not include a ground ambulance, such as those that involved only police cars and/or other public safety vehicles”. (Enter number)
2. What was your organization’s total number of **ground ambulance responses** in calendar year 202X **[or fill fiscal year as appropriate]** across all payer types and regardless of the level of service or geography? This number should be based on all responses by a fully equipped and staffed ground ambulance, regardless of whether the response resulted in a transport. (Enter number)
 3. Does your organization respond to calls with another non-transporting agency such as a local fire department that is **not** part of your organization? Yes (1) **[Continue to Question 3a]**, No (0) **[Skip to Question 4]**
 - a. What percentage of total **ground ambulance responses** include a non-transporting agency? (Enter percentage)
 - b. What kind of labor does the non-transporting agency provide during **ground ambulance responses**? Please check all that apply:
 - i. Paramedic
 - ii. Other EMT
 - iii. Other (specify)
 - c. In what percentage of **ground ambulance transports** does the non-transporting agency continue to provide medical care in the ambulance during the transport? (Enter percentage)
 4. **[If Yes (1) to Section 3, Question 4]** What percentage of your **ground ambulance responses** are in your **secondary** service area? A secondary service area is outside your primary service area, but one where you regularly provide services through mutual or auto-aid arrangements. Do not include areas where you provide services only under exceptional circumstances (e.g., when participating in coordinated national or state responses to disasters or mass casualty events). (Enter percentage)
 5. What was the total number of ground ambulance responses **that did not result in a transport** in calendar year 202X **[or fill fiscal year as appropriate]**? For example, this might include patient refusals to be transported, responses when another ambulance provider/supplier handled the transport, patient was deceased on arrival, patient was treated onsite with no medically necessary transport required, or responses that were cancelled after the ground ambulance was already on the way. (Enter number)
 - a. **[Display if response to Question 5 is not zero]** Of the responses that did **not** result in a transport, what percentage received medical treatment on site? (Enter percentage)
 6. What was the total number of **ground ambulance transports** for your organization in calendar year 202X **[or fill fiscal year as appropriate]**, across all payer types, and regardless of the level of service or geography? (Enter number)
 - a. **[If Yes (1) to Section 2, Question 2]** Here we are interested in **ALL** of the NPIs associated with your parent organization/central office. What was the total number of **ground ambulance transports across all of**

the NPIs operated by your parent organization/central office in calendar year 202X **[or fill fiscal year as appropriate]**, across all payer types and regardless of the level of service or geography? (Enter number)

7. What was the total number of **paid ground ambulance transports** in calendar year 202X **[or fill fiscal year as appropriate]**, across all payer types and regardless of the level of service or geography? (Enter number)
8. Does your organization participate in **standby events**? These are events where a ground ambulance is requested to be present on scene in case of an incident. Examples include fairs, concerts, sporting events, or police incidents. These services may or may not be paid. Yes (1), No (0)
9. **[If Section 2, Question 16 is Yes(1)]** What was the number of **responses** in calendar year 202X **[or fill fiscal year as appropriate]** for which your organization provided paramedic intercepts? A paramedic intercept is an ALS level of service that CMS defines as “a rural area transport furnished by a volunteer ambulance company which is prohibited by state law from billing third party payers where services are provided by an entity that is under contract with the volunteer ambulance company that does not provide the transport but is paid for their paramedic intercept service (State of NY only meets these requirements).” (Enter number)
10. **[If Section 2, Question 17 is Yes(1)]** Excluding paramedic intercepts meeting Medicare’s definition reported above, what was the number of **responses** in calendar year 202X **[or fill fiscal year as appropriate]** for which your organization provided an ALS intervention as a joint response to meet a Basic Life Support (BLS) ambulance from another organization? Do **not** include responses when your organization billed for a transport. (Enter number)

6 Service Mix

The following questions ask about the percentage of your organization’s ground ambulance **responses and transports** by type. If you are unable to provide an exact percentage, you will be prompted to select a percentage range. If you did not have any responses in a particular category of service, please enter 0%. **[If Section 2, Question 13 is Yes (1) show the following warning:]** “Do **not** include air ambulance services in responding to the following questions.”

1. Please reply to the following questions regarding the mix of your organization’s **ground ambulance responses** in calendar year 202X **[or fill fiscal year as appropriate]**.

There are two levels of service for Basic Life Support (BLS) and Advanced Life Support, Level 1 (ALS1) transports: emergency and non-emergency. CMS has defined an emergency response as: An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 911 call or the equivalent. An immediate response is one in which the ground ambulance organization begins as quickly as possible to take the steps necessary to respond to the call. This can include emergency transfers from a lower-level to higher-level of care. The percentage of emergency and non-emergency

responses should add to 100%. Advanced Life Support, Level Two (ALS2), Specialty Care Transport (SCT) and Paramedic Intercept (PI) transports may be emergency if an immediate response is provided.

Enter 0% if you do not provide responses in either category.

Response Type	What percentage of your organization’s <i>ground ambulance responses</i> fell into the following categories? Enter 0% if you do not provide responses in a category.
Emergency	Enter percentage
Non-emergency	Enter percentage

2. **[If Yes (1) to Section 2, Question 12]** Please indicate what percentage of your organization’s **transports** used land or water ambulances in calendar year 202X **[or fill fiscal year as appropriate]**. The percentages should add to 100%. Enter 0% if you do not provide transports in either category.

Transport Type	What percentage of your organization’s <i>transports</i> fell into the following categories? Enter 0% if you do not provide transports in a category.
Land ambulance transports (excluding water)	Enter percentage
Water ambulance transports (excluding land)	Enter percentage

3. Please indicate what percentage of your organization’s **total transports** fell in the following categories during calendar year 202X **[or fill fiscal year as appropriate]**. Emergency transfers would be included under the category in which they were billed. We have included the billing codes for reference. The percentages should add to 100%. Enter 0% if you do not provide transports in a category.
- a. The categories for reporting are the same as CMS definitions for ground ambulance services, including:
 - i. **Advanced life support, level 1 (ALS1)**: is the transportation by ground ambulance vehicle...and the provision of medically necessary supplies and services...including the provision of an ALS assessment by ALS personnel [emergency medical technician-intermediate (EMT-Intermediate) or paramedic] or at least one ALS intervention.” Qualifying ALS assessments and interventions are described in detail in the CMS manual.
 - ii. **Advanced life support, level 2 (ALS2)**: is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous (IV) push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transport, medically

necessary supplies and services, and the provision of at least one of the ALS2 procedures listed in the CMS manual.

- iii. **Basic Life Support (BLS):** is transportation by ground ambulance vehicle...and the provision of medically necessary supplies and services...including BLS ambulance services as defined by the state. The ambulance vehicle must be staffed by at least two people who meet the requirements of the state and local laws where the services are being furnished, and at least one of the staff members must be certified at a minimum as an emergency medical technician-basic (EMT-Basic) by the state or local authority where the services are being furnished and be legally authorized to operate all lifesaving and life-sustaining equipment on board the vehicle. These laws may vary from state to state or within a state.
- iv. **Specialty care transport (SCT):** is the interfacility transportation of a critically injured or ill beneficiary by a ground ambulance vehicle, including the provision of medically necessary supplies and services, at a level of service beyond the scope of the EMT-Paramedic. SCT is necessary when a beneficiary’s condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area, for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or an EMT-Paramedic with additional training.
- v. **Interfacility transport:** are transports where “the origin and destination are one of the following: a hospital or skilled nursing facility that participates in the Medicare program or a hospital-based facility that meets Medicare’s requirements for provider-based status.”

Transport Type	What percentage of your organization’s <i>ground ambulance transports</i> fell into the following categories? Enter 0% if you do not provide transports in a category.
Basic Life Support (BLS), Non-emergency (HCPCS code A0428)	Enter percentage
Basic Life Support (BLS), Emergency (HCPCS code A0429)	Enter percentage
Advanced Life Support, Level 1 (ALS1), Non-emergency (HCPCS code A0426)	Enter percentage
Advanced Life Support, Level 1 (ALS1), Emergency (HCPCS code A0427)	Enter percentage
Advanced Life Support, Level 2 (ALS2) (HCPCS code A0433)	Enter percentage
Specialty Care Transport (SCT) (HCPCS code A0434)	Enter percentage

4. In thinking **across all of your transports**, what is the percentage of transports that are interfacility? (Enter percentage)

7 Labor Costs

This section asks about the labor costs to operate your organization. *[Note: Instructions, definitions, and examples in the programmed instrument may appear next to individual items for clarity]*

1. This question asks whether your organization used paid and volunteer staff in different categories in in calendar year 202X **[or fill fiscal year as appropriate]**. Later questions will ask you about the total compensation and hours worked by staff in categories that are relevant to your organization. Please review the following instructions before completing the table below.
 - Please provide a response for each row in the table below.
 - Staff categories are listed under “EMT/Response Staff,” “Administration/Facilities Staff,” and “Medical Director” headings.
 - The “EMT/Response Staff” heading includes separate categories for EMT-Basic, EMT-Intermediate, EMT-Paramedic, and other staff types. Please use the following CMS definitions for EMT categories:
 - EMT-Basic: certification depends on state or local level.
 - EMT-Intermediate: “EMT-Intermediate is an individual who is qualified, in accordance with state and local laws, as an EMT-Basic and who is also certified in accordance with state and local laws to perform essential advanced techniques and to administer a limited number of medications.” “Advanced-EMT” is another term used in the industry.
 - EMT-Paramedic: “EMT-Paramedic possesses the qualifications of the EMT-Intermediate and, in accordance with state and local laws, has enhanced skills that include being able to administer additional interventions and medications.” “Paramedic” is another term used in the industry.
 - **[Include only for NPIs where Shared Services = Yes]** Include only individuals who had responsibilities that were either **partly or entirely related to your ground ambulance operation**, including frontline staff responding to ground ambulance calls and administrative and facilities staff that supported your ground ambulance operation. They may include, for example, fire fighter/EMTs and managers (such as a fire chief) with ground ambulance responsibilities.
 - **[Include only for NPIs where Shared Services = Yes]** Do **not** include individuals who had **only** non-ground ambulance responsibilities (e.g., firefighters who were not EMT/response staff or managers such as deputy fire chiefs with no ground ambulance responsibilities). **[Include only for air ambulance NPIs if Section 2, Question 13 is Yes (1)]** Do **not** include individuals who had **only** air ambulance responsibilities.
 - Include EMT/response staff in the EMT/response category that matched their level at the start of calendar year 202X **[or fill fiscal year as appropriate]**.
 - The default is to report individuals with **any** EMT/response responsibilities in the appropriate EMT/response category and not in the administration/facilities category. Do **not** report EMT/response staff in the administration/facilities staff categories even if they sometimes perform administration/facilities duties. For example, an EMT with vehicle maintenance responsibilities would contribute to the appropriate EMT category but **not** to the vehicle maintenance category.

- For administration/facilities staff with multiple roles, assign each individual to a category indicating the individual’s primary activity. For example, if an individual performed primarily management duties but also had billing or pre-billing duties, include the individual in the management category.
- Do not report outside contracted services, for example vehicle maintenance provided under contract, if the contract covered services and supplies in addition to labor. You will have the opportunity to report these costs in another section.
- Include staff who were both paid and volunteer during calendar year 202X **[or fill fiscal year as appropriate]**, for example a paid employee at the start of the year who converted to a volunteer later in the year, in the appropriate **paid** staff category.
- Only assign staff to EMT/Response categories if they have EMT/Response roles at **your organization**. If an administrative staff member at your organization is a certified EMT but does not serve in an EMT capacity in your organization, do not include that person in an EMT/Response category.
- Use the “other” category only to report staff who (a) have at least some ground ambulance responsibilities, and (b) do not have any responsibilities in any of the listed categories.

Please indicate if your organization had paid staff (full and/or part time) **[and/or used volunteer staff (show only if Section 2, Question 6 is Yes(1))]** in each of the following categories in calendar year 202X **[or fill fiscal year as appropriate]** (check all that apply).

Staff Category	Paid Staff [Display “without Fire/Police/Public Safety roles” if appropriate for shared services]	Volunteer Staff [Display if Section 2, Question 6 is Yes (1) “without Fire/Police/Public Safety roles” if appropriate for shared services]	[Display column if appropriate for shared services, “Paid Staff with Fire/Police/Public Safety roles”]	[Display column if appropriate for shared services and if Section 2, Question 6 is Yes (1), “Volunteer Staff with Fire/Police/Public Safety roles”]
EMT/Response Staff				
EMT – Basic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EMT – Intermediate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EMT – Paramedic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nurse, doctor, respiratory therapist, or other medical staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Medical Responder (EMR)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Staff Category	Paid Staff [Display “without Fire/Police/ Public Safety roles” if appropriate for shared services]	Volunteer Staff [Display if Section 2, Question 6 is Yes (1) “without Fire/Police/ Public Safety roles” if appropriate for shared services]	[Display column if appropriate for shared services, “Paid Staff with Fire/Police/ Public Safety roles”]	[Display column if appropriate for shared services and if Section 2, Question 6 is Yes (1), “Volunteer Staff with Fire/Police/ Public Safety roles”]
Ambulance Driver (non-EMT/EMR)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Administration/Facilities Staff				
Administrative (clerical, human resources [HR], billing, IT support, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management (executive, public information officer, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dispatch / Call Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facilities Maintenance (janitorial staff, laundry, repairs, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other not reported above [If respondent selects “other,” a blank field will appear requesting the respondent to specify category]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. [For each category on the table where a respondent selected “No” in all columns, a follow-up question will be presented to assess the reasons why the respondent selected “No.”] In the previous question, you reported that you did **not** use any [insert staff category] in your ground ambulance operation in calendar year 202X [or fill fiscal year as appropriate]. Please select one or more

reasons why [select all that apply]:

- a. This labor category is part of our ground ambulance operation but is paid for or provided at no cost by another entity (1). **[If this option is selected, present a statement that indicates the respondent will be asked to report associated annual hours and associated costs in the following sections.]**
- b. One or more staff do perform these functions, but we assigned these staff to another category per the instructions (2).
- c. We do not have staff in this labor category related to our ground ambulance operation and/or we contract with another organization for this role (3).
- d. Other (please specify): (4).

7.1 Paid EMT/Response Staff Compensation and Hours Worked

[If Section 7, Question 1, Paid Staff Column is “Yes” for one or more EMT/Response staff categories. A separate section asks about volunteers.]

1. This question asks about **paid EMT/Response staff** (both full and/or part time) in your organization during calendar year 202X **[or fill fiscal year as appropriate]**; specifically about:
 - Total annual compensation for all paid EMT/response staff by category
 - Total hours annually worked by paid EMT/response staff by category, including hours for activities other than ground ambulance services
 - Total hours annually that are **not** related to ground ambulance responsibilities **[Populate with “fire,” “police,” or “other public safety” as appropriate and display only when necessary from Section 7, Question 1 “or fire/police/other public safety responsibilities”]** for paid EMT/response staff, by category

Please review the following instructions before completing the table below.

- **[Include only for NPIs where Shared Services = Yes]** Include only paid EMT/response staff who had responsibilities that were either **partly or entirely related to your ground ambulance operation**, including frontline staff responding to ground ambulance calls. This may include, for example, firefighter/EMTs and EMTs who are not firefighters.
- **[Include only for NPIs where Shared Services = Yes]** Do **not** include individuals with **only** non-ground ambulance responsibilities (e.g., firefighters who are not EMT or response staff). **[Include for air ambulance NPIs only if Section 2, Question 13 is Yes (1)]** Do **not** include individuals who had **only** air ambulance responsibilities.
- Report paid staff with **any** EMT/response responsibilities in the appropriate EMT/response category and **not** in any other category. Include EMT/response staff who had supervisory or administration/facilities responsibilities in the EMT/response staff category that matched their level at the start of calendar year 202X **[or fill fiscal year as appropriate]**. Do **not** count these staff when responding to the administration/facilities staff questions below. For example, an EMT with vehicle maintenance responsibilities would contribute to the appropriate EMT category but **not** to the vehicle maintenance category in later questions. You will report on staff with only administrative responsibilities in later questions.

- **[Include only for those for whom Section 2, Question 6 is Yes (1).]** Do **not** include volunteer EMT/response staff. You will report on these staff in a different section.
- Include paid EMT/response staff in the EMT/response category that matched their level at the start of calendar year 202X **[or fill fiscal year as appropriate]**.
- Include staff who were both paid and volunteer during calendar year 202X **[or fill fiscal year as appropriate]**, for example a paid employee at the start of the year who converted to a volunteer later in the year. in the appropriate **paid** staff category.

For Total Annual Compensation

- Report **total annual compensation** for paid staff in each of the EMT/response staff categories in the table below.
- Report total compensation including salary/wages and, when applicable, benefits (e.g., healthcare, paid time off [PTO], retirement, stipends, life insurance), overtime, training time, and callback and standby pay for paid staff.
- If one or more components of compensation costs (e.g., benefits) were paid by another entity with which you had a business relationship (e.g., a municipality that you serve), please obtain and include these costs when you report total compensation. If only total costs in a category are available from another entity (e.g., total benefits costs across all staff), please allocate to labor categories based on salary or wages across labor categories. For example, if total benefits were \$60,000, one-third of EMT/response staff salary and wages was for EMT-Basic and two-thirds of EMT/response staff salary and wages was for EMT-Paramedic, \$20,000 (\$60,000 multiplied by one-third) would contribute to total compensation for EMT-Basic and \$40,000 (\$60,000 multiplied by two-thirds) would contribute to total compensation for EMT-Paramedic.

For Total Hours Worked Annually

- Please report **total hours worked** by paid EMT/response staff (including full- and part-time staff) in each category **annually**. For example, if your organization has two paid paramedics who both work 2,000 hours annually (i.e., full time at 40 hours a week for 50 weeks), and two paid paramedics who each work 1,250 hours annually (i.e., part time at 25 hours a week for 50 weeks), the reported total would be $2,000 + 2,000 + 1,250 + 1,250 = 6,500$ hours for paramedics.
- Report **total hours worked**, on ground ambulance and all other activities, by paid staff with some or entirely ground ambulance responsibilities. As an example, for a paid firefighter/EMT who worked 2,000 hours annually (i.e., full time at 40 hours a week for 50 weeks) across fire and ground ambulance operations, add 2,000 hours to your total hours for all EMT/response staff, **not** the share of hours related to ground ambulance services.
- Do **not** include paid or unpaid time off (e.g., vacation, sick leave, etc.) or hours spent on fundraising when reporting total hours worked annually.
- Include only staff whose EMT roles are with your organization. If staff are employed as EMTs with your organization and as firefighters for another organization, include only the EMT hours for your organization.

[Include only if Section 2, Question 7 = “a” or “b.”] For Total Hours Worked Annually by Staff with Fire, Police, or Other Public Safety Roles

- **[Populate with “fire,” “police,” or “other public safety” as appropriate and display only when necessary from Section 7, Question 1]** Please report **total hours worked annually** by paid EMT/response staff (full and part time) **who had fire, police, or other public safety roles** separately from EMT/response staff that did not have these roles. For example, if your organization has three paid EMT-Basic staff who each worked 2,000 hours annually (i.e., at 40 hours a week for 50 weeks), and if two are firefighter/EMTs and one is an EMT but not a firefighter, report hours for the two staff who are EMT/firefighter in the “EMT Basic with fire, police, or other public safety role” category and the third staff member in the “EMT Basic, without fire, police, or other public safety role” category.
- Include only staff whose fire, police, or other public safety roles was with **your organization**. As an example, if a staff member was employed as an EMT with your organization and as a firefighter for another organization, report compensation and hours for this staff member in a category **without** fire, police, and/or other public safety roles.

Hours Worked Annually Unrelated to Ground Ambulance [Populate with “fire,” “police,” or “other public safety” as appropriate and display only when necessary from Section 7, Question 1, “or Fire, Police, and/or Other Public Safety”] Roles

- For the same staff that contributed to total worked hours reported in the prior question, report hours worked annually by paid EMT/response staff in each category that were **not** related to ground ambulance **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” or “other public safety” as appropriate “or fire, police, and/or other public safety”]** responsibilities.
- Other responsibilities could include:
 - Air ambulance operations
 - Healthcare delivery unrelated to ground ambulance, such as work in a clinic
 - Public health responsibilities
 - Community education and outreach
 - Community paramedicine
 - Any other responsibility unrelated to ground ambulance and fire/police/public safety activities, excluding paid or unpaid time off and fundraising
- All of the staff who contribute to this total must also contribute to reported “Total Hours Worked Annually.”
- As in other items, do **not** include individuals who have no ground ambulance responsibilities. For example, staff with 100% air ambulance responsibilities do **not** contribute to your response to this item, while staff with 50% ground ambulance and 50% air ambulance responsibilities **do** contribute.
- Unlike in earlier questions where each of your staff contributed all of their hours to total hours worked annually, staff contribute **only a fraction of their total**

hours worked annually to your response in this item.

- For example, a paramedic working 2,000 hours annually who splits work time evenly between ground and air ambulance operations would contribute 1,000 hours to this item. The same paramedic contributes a full 2,000 hours times the number of weeks worked to total hours worked annually in a prior item.
- As another example, a firefighter/EMT-Basic working 2,000 hours annually who spends half of his or her time responding to ground ambulance calls for service, a quarter of his or her time responding to fire calls for service, and a quarter of his or her time on community education and outreach would contribute:
 - 2,000 hours to “Total Hours Worked annually by Paid EMT/Response Staff with Fire, Police, and/or Other Public Safety Roles”
 - 500 hours to this item, “Hours Worked Annually Unrelated to Ground Ambulance or Fire/Police Activities.” 500 hours is the quarter of this staff member’s time that is unrelated to ground ambulance and fire responsibilities.
- Total hours worked unrelated to ground ambulance services **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” or “other public safety” as appropriate “and fire, police, and/or other public safety”]** roles should be less than total hours worked overall for each of the EMT/response paid staff categories.

Please report about EMT/response staff in your organization in calendar year 202X **[or fill fiscal year as appropriate]**; specifically:

- Total annual compensation for all paid EMT/response staff
- Total hours annually worked by paid EMT/response staff
- Total hours worked annually that were **not** related to ground ambulance **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” or “other public safety” as appropriate “or fire, police, and/or other public safety”]** responsibilities for paid EMT/Response staff

[Auto-populate table based on responses to Section 7, question 1]

EMT/Response Staff Category	Total annual compensation for paid EMT/response staff	Total hours worked annually for paid EMT/response staff	Hours worked annually unrelated to ground ambulance or fire/police/public safety duties
EMT – Basic, without fire/police/public safety role	dollars	hours	hours
EMT – Basic, with fire/police/public safety role	dollars	hours	hours

EMT/Response Staff Category	Total annual compensation for paid EMT/response staff	Total hours worked annually for paid EMT/response staff	Hours worked annually unrelated to ground ambulance or fire/police/public safety duties
EMT – Intermediate, without fire/police/public safety role	dollars	hours	hours
EMT – Intermediate, with fire/police/public safety role	dollars	hours	hours
EMT – Paramedic, without fire/police/public safety role	dollars	hours	hours
EMT – Paramedic, with fire/police/public safety role	dollars	hours	hours
Nurse, doctor, or other medical staff without public safety role	dollars	hours	hours
Nurse, doctor, or other medical staff with public safety role	dollars	hours	hours
Emergency Medical Responder (EMR) without public safety role	dollars	hours	hours
Emergency Medical Responder (EMR) with public safety role	dollars	hours	hours
Ambulance Driver (non-EMT/EMR) without public safety role	dollars	hours	hours
Ambulance Driver (non-EMT/EMR) with public safety role	dollars	hours	hours

7.2 Paid Administration, Facilities Staff, and Medical Director Compensation and Hours Worked

[If Section 7, Question 1, Paid Staff Column is “Yes” for one or more Administration, Facilities or Medicare Director Staff. Volunteers are asked about in a separate section.]

Please review the following instructions before completing the table below.

- Include staff with the following responsibilities:
 - Administration (e.g., clerical, HR, and IT support)
 - Management (e.g., executives and public information officers)
 - Billing
 - Dispatch/call center
 - Vehicle maintenance
 - Facilities maintenance (e.g., janitorial, laundry, and repairs)
- Include only paid administration/facilities and medical director staff who had responsibilities that were either **partly or entirely related to your ground ambulance operation**. This may include, for example, fire chiefs with

management responsibilities related to your ground ambulance operation.

- Do **not** include staff with some or entirely EMT/response responsibilities. These staff are included in a prior item and are **not** reported here. For example, an EMT with vehicle maintenance responsibilities would contribute to your prior responses related to EMT/response staff and **not** to administration/facilities staff in this item. If a staff member is paid for administrative duties, but may volunteer for EMT/response roles, then this staff member is included in this section (not in the volunteer staff section).
- **[Include only for those with volunteers, Section 2, Question 6 is Yes (1).]** Do **not** include volunteer administration/facilities or medical director staff. You will report on these staff in a different section.
- **[Include only for NPIs where Shared Services = Yes]** Do **not** include individuals with **only** non-ground ambulance responsibilities (e.g., fire chiefs who do not have ground ambulance management responsibilities).
- **[Include only for air ambulance NPIs if Section 2, Question 13 is Yes (1).]** Do **not** include individuals who had **only** air ambulance responsibilities.

For Total Annual Compensation

- Report **total annual compensation** for paid staff in the administration/facilities and medical director categories in the table below.
- Report total compensation including salary/wages, and when applicable, benefits (e.g., healthcare, PTO, retirement, stipends, life insurance), overtime, training time, callback and standby pay for paid staff.
- If one or more components of compensation costs (e.g., benefits) were paid by another entity with which you had a business relationship (e.g., a municipality that you serve), please obtain and include these costs when you report total compensation. If only total costs in a category are available from another entity (e.g., total benefits costs across all staff), please allocate to labor categories based on salary or wages across labor categories. For example, if total benefits were \$60,000, one-third of EMT/response staff salary and wages was for EMT-Basic and two-thirds of EMT/response staff salary and wages were for EMT-Paramedic, \$20,000 (\$60,000 multiplied by one-third) would contribute to total compensation for EMT-Basic and \$40,000 (\$60,000 multiplied by two-thirds) would contribute to total compensation for EMT-Paramedic.

For Total Hours Worked Annually

- Please report **total hours worked** by all administration/facilities and medical director staff **annually**. If your organization had two paid administration/facilities staff who both worked 2,000 hours annually, and two paid administration/facilities staff who each worked 1,250 hours annually, the reported total would be $2,000 + 2,000 + 1,250 + 1,250 = 6,500$ hours.
- Report total hours worked by paid administration/facilities staff with some or entirely ground ambulance responsibilities, **not** just the hours that were related to ground ambulance services. As an example, for a paid deputy fire chief who worked 2,000 hours annually across fire and ground ambulance operations, add 2,000 hours to your total hours for administration/facilities staff, **not** the share of hours related to ground ambulance services.

- Do **not** include paid or unpaid time off or hours spent on fundraising when reporting total hours worked annually.
- Do **not** include staff with some or entirely EMT/response responsibilities. These staff are included in a prior item and are **not** reported here.

[Include only if Section 2, Question 7 = “a” or “b.”] For Total Hours Worked Annually by Staff with Fire, Police, and/or Other Public Safety Roles

- **[Populate with “fire,” “police,” or “other public safety” as appropriate and display only when necessary from Section 7, Question 1]** Please report **total hours worked annually** by paid administration/facilities staff **who also had fire, police, and/or other public safety roles** separately from paid administration/facilities staff that did not have these roles. For example, if your organization had three paid administration/facilities staff who each worked 2,000 hours annually, and if two supported police operations and one did not, report hours for the two staff who had police responsibilities in the “Administration/Facilities Staff with Fire, Police, and/or Other Public Safety Role” category and the third staff in the “Administration/Facilities Staff without Fire, Police, and/or Other Public Safety Role” category.
- Include only staff whose fire, police, and/or other public safety roles are with **your organization**. As an example, if a staff member is employed as administrative staff with your organization and as a firefighter for another organization, report compensation and hours for this staff member in a category **without** fire, police, and/or other public safety roles.
- Do **not** include paid staff with some or entirely EMT/response responsibilities in your response to this question. Paid staff with some or entirely EMT/response responsibilities are reported in the prior question and are **not** reported here.

Hours Worked Annually Unrelated to Ground Ambulance [Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” or “other public safety” as appropriate] or Fire/Police/Other Public Safety Roles

- Do **not** include staff with some or entirely EMT/response responsibilities. These staff are included in a prior item and are **not** reported here.
- For the same staff that contributed to total worked hours reported in the prior question, report hours worked annually by administration/facilities and medical director staff in each category that were **not** related to ground ambulance **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” or “other public safety” as appropriate “or fire, police, or other public safety”]** responsibilities.
- Other responsibilities could include:
 - Air ambulance operations
 - Healthcare delivery unrelated to ground ambulance responses and services, such as work in a clinic. This does not include persons with EMS responsibilities who arrive at the scene in a vehicle other than a ground ambulance.
 - Public health responsibilities
 - Community education and outreach
 - Community paramedicine

- Any other responsibility unrelated to ground ambulance or fire/police/public safety activities, excluding paid or unpaid time off and fundraising
 - All of the staff who contribute to this total must also contribute to reported “Total Hours Worked annually.”
 - As in other items, do **not** include individuals who have no ground ambulance responsibilities. For example, staff with 100% air ambulance responsibilities do **not** contribute to your response to this item, while staff with 50% ground ambulance and 50% air ambulance responsibilities **do** contribute.
[Include Only if Section 2, Question 2 (multiple NPIs) is Yes (1).] In Questions 1-2, do not include any “central office staff” that serve multiple NPIs. You will have the chance to report on costs of these staff in Question 3 of this section.
 - Unlike in earlier questions where each of your staff contributed all of their hours to your total hours worked annually, staff contribute **only a fraction** of their total hours worked annually to your response in this item.
 - For example, an individual with clerical responsibilities working 2,000 hours annually who splits their time evenly between ground and air ambulance operations would contribute 1,000 hours (2,000 hours multiplied by one-half) to this item. The same individual contributes a full 2,000 hours to total hours worked annually in a prior item.
 - As another example, a deputy fire chief working 2,000 hours annually who spends half of his or her time managing ground ambulance services, a quarter of his or her time managing fire response activities, and a quarter of his or her time on community education and outreach would contribute:
 - 2,000 hours to “Total Hours Worked Annually” for “Administration/Facilities Staff, with fire/police/public safety role”
 - 500 hours to “Hours Worked Annually Unrelated to Ground Ambulance or Fire Response Roles.” 500 hours is the quarter of this staff member’s time that is unrelated to ground ambulance and fire responsibilities.
 - Total hours worked unrelated to ground ambulance services **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” or “other public safety” as appropriate “and fire, police, and/or other public safety”]** roles should be less than total hours worked overall for each of the paid administration/facilities staff categories.
1. This question is about staff without EMT/response responsibilities, including administrative/facilities staff and medical director(s), in your organization annually in calendar year 202X **[or fill fiscal year as appropriate]**. Specifically:
- Total annual compensation for all paid administration/facilities and medical director staff
 - Total hours annually worked by paid administration/facilities and medical director staff
 - Total hours annually that were **not** related to ground ambulance responsibilities **[Include only if relevant based on responses to Section 7, Question 1 and**

populate with “fire,” “police,” or “other public safety” as appropriate “or fire, police, and/or other public safety”] roles for paid administration/facilities and medical director staff

[Auto-populate table based on responses to Section 7, Question 1]

Administration, Facilities, and Medical Director Staff Category	Total annual compensation for paid admin./ facilities/ medical director staff	Total hours worked annually for paid admin./ facilities/ medical director staff	Hours worked annually unrelated to ground ambulance or fire/police/ public safety duties
Administration/ Facilities Staff, without fire/police/public safety role	dollars	hours	hours
Administration/ Facilities Staff, with fire/police/public safety role	dollars	hours	hours
Medical Director, without fire/police/public safety role	dollars	hours	hours
Medical Director, with fire/police/public safety role	dollars	hours	hours

2. Among staff who were partly or entirely related to your ground ambulance operation, did you have one or more individual staff members devoting a total of at least half time (i.e., 1,000 hours annually or approximately 20 hours a week) to each of the following activities? Do **not** include individuals whose services were part of an outside contracted service(s).
 - a) Billing (Yes (1), No (0))
 - b) Data analysis (Yes (1), No (0))
 - c) Training (Yes (1), No (0))
 - d) Medical quality assurance (Yes (1), No (0))
3. **[Ask Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Please report the allocated portion of administrative labor costs incurred at the level of the parent organization/central office of this NPI based on your organization’s approach for allocating costs to specific NPIs. (Enter dollar amount.)
4. Does your organization contract with a medical director, rather than employing them directly? Yes (1), No (0).
 - i. **[If Yes]** Please report the total compensation amount for medical direction services that your organization paid, not the value of the medical director’s time. (Enter number)

7.3 Volunteer Labor

1. **[Include if Section 7, Question 1, volunteer EMT/response labor is noted]** How many **individuals** were EMT/response volunteers in calendar year 202X **[or fill fiscal year as appropriate]**? (Enter number).
2. **[Include if Section 7, Question 1, volunteer EMT/response labor is noted]** This question is about the **hours** of EMT/response volunteers annually during calendar year 202X **[or fill fiscal year as appropriate]**. Specifically:
 - Total volunteer hours for all EMT/response staff across all activities, including ground ambulance and other activities.
 - Hours includes the time from which the volunteer receives a call or a page to the time they are finished with their call as well as time spent in the station house performing duties as if they were being paid. Do not include hours spent on call in this section.

[Auto-populate table based on responses to Section 7, Question 1]

EMT/Response Staff Category	Total hours for all volunteer EMT/response staff	Hours worked annually unrelated to ground ambulance or fire/police /other public safety duties
EMT – Basic, without fire/police/public safety role	hours	hours
EMT – Basic, with fire/police/public safety role	hours	hours
EMT – Intermediate, without fire/police/public safety role	hours	hours
EMT – Intermediate, with fire/police/public safety role	hours	hours
EMT – Paramedic, without fire/police/public safety role	hours	hours
EMT – Paramedic, with fire/police/public safety role	hours	hours
Nurse, doctor, or other medical staff without public safety role	hours	hours
Nurse, doctor, or other medical staff with public safety role	hours	hours
Emergency Medical Responder (EMR) without public safety role	hours	hours
Emergency Medical Responder (EMR) with public safety role	hours	hours
Ambulance Driver (non-EMT/EMR) without public safety role	hours	hours
Ambulance Driver (non-EMT/EMR) with public safety role	hours	hours

3. **[Include if Section 7, Question 1, volunteer administration/facilities labor is noted]** How many **individuals** were **administration/facility** volunteers in calendar year 202X **[or fill fiscal year as appropriate]**? Please read the following instructions before answering this question.

- Include only volunteers who were related to your ground ambulance operation. Do **not** include volunteers with both EMT/response roles and administrative/facilities responsibilities (you reported those individuals in item 1 above).

Number of individuals: (Enter Number)

4. **[Include if Section 7, Question 1, volunteer administration/facilities labor is noted]** What was the total number of **administration/facility** volunteer labor hours annually in calendar year 202X **[or fill fiscal year as appropriate]**?

- Include only hours for volunteers who were related to your ground ambulance operation. Do **not** include hours for volunteers with both EMT/response roles and administrative/facilities responsibilities (you reported those individuals in item 2 above).

Total number of hours worked annually for administration/facilities staff **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” and/or “other public safety” as appropriate** “without fire/police/other public safety roles”]: (Enter Number)

[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” and/or “other public safety” as appropriate]

Total number of hours worked annually for administration/facilities staff with fire/police/other public safety roles: (Enter Number)

Number of hours unrelated to ground ambulance activities **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” and/or “other public safety” as appropriate** “or fire/police/other public safety activities”] for administration/facilities staff **[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” and/or “other public safety” as appropriate** “without fire/police/other public safety roles”]: (Enter Number)

[Include only if relevant based on responses to Section 7, Question 1 and populate with “fire,” “police,” and/or “other public safety” as appropriate]

Number of hours unrelated to ground ambulance activities or fire/police/other public safety activities for administration/facilities staff with fire/police/other public safety roles: (Enter Number)

5. **[Include if Section 7, Question 1, volunteer medical director labor is noted]** What was the total number of **medical director** volunteer labor hours in calendar year 202X **[or fill fiscal year as appropriate]**?

Number of hours: (Enter Number)

Number of hours unrelated to ground ambulance activities: (Enter Number)

6. Did your organization provide stipends, honoraria, benefits, and/or other

compensation for ground ambulance volunteer labor? Yes (1), No (0)

- i. **[If Yes (1)]** What was the total cost for all volunteer compensation (e.g. stipends and/or benefits) in calendar year 202X **[or fill fiscal year as appropriate]**? (Enter dollar amount)

8 Facilities Costs

This section asks about the facilities costs for your ground ambulance organization. These facilities may have been used for dispatch/call centers, vehicle storage, administrative and EMT staff, or other activities to support your organization's ground ambulance services. **[If Section 2, Question 13 is Yes (1), show the following warning: "Do not include air ambulance services in responding to the following questions."]** **[Include Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Do not include any "central office facilities" that serve multiple NPIs, except for where specifically requested (Section 8.2, Question 2 and Section 8.3, Question 2).

8.1. Facility Information

1. How many total facilities (separate buildings) did your NPI utilize related to your ground ambulance operations? Please think about any facilities you had for dispatch/call centers, garages, and administrative and EMT staff. Do **not** include facilities that were used by contracted entities that your organization does not occupy itself (e.g., call center to which you pay a monthly fee for call services). (Enter number)
2. Please provide a name or function for the facilities that were used to support your organization's ground ambulance services (e.g., dispatch/call center, garage, administrative building, EMT staff building). If you had one building for dispatch/call centers, garages, and administrative and EMT staff, list only that one building.
 - Facility 1: (Enter name)
 - Facility 2: (Enter name)
 - Facility 3, etc.: (Enter name)
3. For each of the following types of facilities, please check the option that best applies and enter the square footage and percentage of square footage associated with ground ambulance services. **[The following matrix will be prepopulated from responses to Section 8.1, Question 2.]**
 - Report total facility square footage. For example, report total square footage for a facility used for both fire and ambulance vehicles and responses.
 - Report your best estimate of the share of the facility associated with ground ambulance services. Do not include garage, storage, and staff areas used for fire response. Include a share of office and common spaces related to both ground ambulance and other activities that is in proportion to your share of total responses that are ground ambulance responses. For example, if half of your organization's responses are ground ambulance responses, include half of the square footage for these areas.

Facility Name [Enter name]	Your organization or another entity made rent or lease payments for the facility	Your organization or another entity owned the facility and made mortgage, interest, or other payments towards ownership	Your organization or another entity owns the facility outright	Facility was donated – no costs (excluding maintenance, utilities, insurance, and taxes)	Facility square footage	Percentage of your facility square footage related to ground ambulance services
Facility 1 name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter Number	Enter percentage
Facility 2 name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter Number	Enter percentage
Facility [x] name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter Number	Enter percentage

8.2. Annual Lease, Mortgage, and Other Costs of Ownership for Facilities

- Please indicate the total amount your organization paid for the following in calendar year 202X **[or fill fiscal year as appropriate]**. Include costs paid by another organization or entity on your behalf and includes costs for facilities that were partially related to your ground ambulance operations. Exclude donations or exceptions for which there was no cost. **[If >0 owned facilities in Section 8.1]** Do not report depreciation if your organization does not capitalize facilities for accounting purposes.

[Present options below based on responses to Section 8.1, Question 3.]

Facility Name [populate using names entered in prior item]	[IF RENTED/ LEASED] Annual lease or rental costs for each facility	[IF OWNED, payments] Annual mortgage, bond interest, and other costs of ownership (do not report interest costs elsewhere) for each facility	[If OWNED] Annual depreciation expenses	[If OWNED and no costs reported] No annual costs of ownership for fully-owned or donated facilities.
Facility 1 name	Enter Amount	Enter Amount	Enter Amount	<input type="checkbox"/>
Facility 2 name	Enter Amount	Enter Amount	Enter Amount	<input type="checkbox"/>

Facility Name [populate using names entered in prior item]	[IF RENTED/ LEASED] Annual lease or rental costs for each facility	[IF OWNED, payments] Annual mortgage, bond interest, and other costs of ownership (do not report interest costs elsewhere) for each facility	[If OWNED] Annual depreciation expenses	[If OWNED and no costs reported] No annual costs of ownership for fully-owned or donated facilities.
Facility 3 name	Enter Amount	Enter Amount	Enter Amount	<input type="checkbox"/>
Facility [x] name	Enter Amount	Enter Amount	Enter Amount	<input type="checkbox"/>

2. **[Ask Only if Section 2, Question 2 (multiple NPIs) is Yes (1)]** Please report the allocated portion of lease or ownership facilities costs incurred at the level of your parent organization/central office (e.g., corporate or regional buildings, garages or service facilities serving multiple NPIs) to this NPI based on your organization’s approach for allocating annual costs to specific NPIs. (Enter dollar amount)

8.3. Insurance, Maintenance, Utilities, and Taxes

1. Please indicate the total amount your organization paid for the following in calendar year 202X **[or fill fiscal year as appropriate]**. Total includes costs paid by another organization or entity on your behalf and includes costs for all of the facilities listed above that were partially or entirely related to your ground ambulance operations. Exclude donations or exceptions for which there was no cost. If you report an amount that is specific to your **ground ambulance operations**, report 100% in the second column. If you report an amount reflecting costs for your ground ambulance and other operations – for example fire, police, or Medicare provider operations, then report the share of the reported total associated with **your organization’s ground ambulance operations**.

Expenditure	Amount	Share Associated with Your Ground Ambulance Operations
Total facilities-related insurance costs for calendar year 202X [or fill fiscal year as appropriate] . Enter dollar amount.	Enter Amount	Enter Percentage

Expenditure	Amount	Share Associated with Your Ground Ambulance Operations
Total facilities maintenance and improvement costs for calendar year 202X [or fill fiscal year as appropriate] . Do not include any labor costs if included in labor section of the instrument. Enter dollar amount.	Enter Amount	Enter Percentage
Total facilities utilities costs for calendar year 202X [or fill fiscal year as appropriate] . Enter dollar amount.	Enter Amount	Enter Percentage
Total facilities taxes for calendar year 202X [or fill fiscal year as appropriate] . Do not include any taxes if included in the mortgage section of the instrument. Enter dollar amount.	Enter Amount	Enter Percentage

2. **[Ask Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Please report the allocated portion of insurance, maintenance, utilities, and taxes costs incurred at the level of your parent organization/central office (e.g., corporate or regional buildings, garages or service facilities serving multiple NPIs) to this NPI based on your organization’s approach for allocating costs to specific NPIs. (Enter dollar amount)

9 Vehicle Costs

The following questions are about vehicles your organization uses.

9.1. Ground Ambulance Vehicle Costs

For each of the following questions, consider only vehicles that constitute **ground ambulances** in your jurisdiction, under your state or local regulations. For the purposes of this data collection instrument, ground ambulances include both land and water ambulances. Include all ground ambulances regardless of whether the ambulance transported patients or whether you billed for transports made by this ambulance. Do **not** include fire trucks, rescue vehicles, or other vehicles not considered a ground ambulance in your jurisdiction – we will ask about those next. **[Include Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Do **not** include any “central office vehicles” that serve multiple NPIs, except for where specifically requested (Section 9.2, Question 5 and Section 9.3, Question 6).

1. How many ground ambulances does your organization own (including vehicles that have been purchased, gifted, or donated)? (Enter number)
2. How many ground ambulances does your organization lease? (Enter number)
3. **[If Section 2, Question 11 is Yes (1)]** What was the total number of miles (billed and unbilled) traveled by land ambulances for any reason for calendar year 202X **[or fill fiscal year as appropriate]**? (Enter number of miles)
4. **[If Section 2, Question 12 is Yes (1)]** What was the total number of statute miles (billed and unbilled) traveled by water ambulances for any reason for

- calendar year 202X **[or fill fiscal year as appropriate]**? (Enter number of miles)
- Report the following information for each owned and/or leased vehicle. **[If Section 9.1, Question 1 >0]** For owned vehicles, do not report depreciation if your organization accounts for vehicles on a cash basis. If your organization calculates depreciation expense for multiple purposes (e.g. depreciation for tax incentive purposes vs. Generally Accepted Accounting Principles (GAAP) for standard auditing purposes), please report the depreciation expense captured for standard auditing purposes.

[Option 1: If OWNED. Number of rows determined based on answer to Section 9.1, Question 1. Respondents will be able to name each vehicle.]

Owned Ground Ambulance	Was this ambulance used to transport patients in calendar year 202X [or fill fiscal year as appropriate] ? Yes (1), No (0)	Was this vehicle donated? Yes, (1) No (0)	[If No (0) to prior question] What was the annual depreciation expense for this vehicle?	Was this ambulance remounted in calendar year 202X [or fill fiscal year as appropriate] ? Yes (1), No (0)	[If Yes(1) to prior question] What was the cost to your organization for the remount?
Ambulance #1	<input type="checkbox"/>	<input type="checkbox"/>	Enter Amount	<input type="checkbox"/>	Enter Amount
Ambulance #2	<input type="checkbox"/>	<input type="checkbox"/>	Enter Amount	<input type="checkbox"/>	Enter Amount
Ambulance #3	<input type="checkbox"/>	<input type="checkbox"/>	Enter Amount	<input type="checkbox"/>	Enter Amount
Ambulance [x]	<input type="checkbox"/>	<input type="checkbox"/>	Enter Amount	<input type="checkbox"/>	Enter Amount

[Option 2: If Leased. Number of rows determined based on answer to Section 9.1, Question 2. Respondents will be able to name each vehicle.]

Leased Ground Ambulance	Was this ambulance used to transport patients in calendar year 202X [or fill fiscal year as appropriate] ? Yes (1), No (0)	[If No (0) to prior question] What was the annual depreciation expense for this vehicle?
Ambulance #1	<input type="checkbox"/>	Enter Amount
Ambulance #2	<input type="checkbox"/>	Enter Amount
Ambulance #3	<input type="checkbox"/>	Enter Amount
Ambulance [x]	<input type="checkbox"/>	Enter Amount

9.2. Other Vehicle Costs (Non-Ambulance)

In this section, we ask about vehicles that were used to respond to ground ambulance calls or support ground ambulance operations that are **not** ambulances. These vehicles might include SUVs, trucks, QRVs, “fly-cars,” lead cars, or “sprint” vehicles), supervisory vehicles, or other types of vehicles. Do **not** include vehicles that meet the requirements for an ambulance in your jurisdiction—those were asked about in the previous section. **[If**

Section 2, Question 13 is Yes (1), show the following warning:] “Do **not** include air ambulance services in responding to the following questions.”]

1. Did you own or lease any **non-ambulance vehicles** (including vehicles that have been purchased, gifted, or donated) that were used to respond to ground ambulance calls or support ground ambulance operations? Yes (1), No (0)
 - a. **[Yes (1), proceed with questions in this section.**
 - b. **No (0), skip to Section 9.3.]**
2. How many non-ambulance vehicles did your organization own or lease (including vehicles that have been purchased, gifted, or donated) that were used to respond to ground ambulance calls or support ground ambulance operations? These might include fire trucks, land or water rescue vehicles, vehicles that respond to emergencies but are not designed to transport patients (e.g., QRVs, “fly-cars,” lead cars, or “sprint” vehicles), supervisory vehicles, or other types of vehicles.
 - a. Number of non-ambulance vehicles OWNED (include donated vehicles): (Enter Number)
 - b. Number of non-ambulance vehicles LEASED: (Enter Number)
3. What was the total number of miles traveled by non-ambulance land vehicles for any reason in calendar year 202X **[or fill fiscal year as appropriate]**? (Enter number of miles)
4. **[Ask if Section 2, Question 12 is Yes (1).]** What was the total number of statute miles traveled by non-ambulance water vehicles for any reason in calendar year 202X **[or fill fiscal year as appropriate]**? (Enter number of miles)
5. Report the following information for each owned and/or leased vehicle. **[If Section 9.1, Question 1 >0]** For owned vehicles, do not report depreciation if your organization accounts for vehicles on a cash basis. If your organization calculates depreciation expense for multiple purposes (e.g. depreciation for tax incentive purposes vs. Generally Accepted Accounting Principles (GAAP) for standard auditing purposes), please report the depreciation expense captured for standard auditing purposes.

[Option 1: If OWNED. Number of columns determined based on answer to Section 9.2, Question 2a. Respondents will be able to name each vehicle.]

Owned Non-Ambulance Vehicle	Was this vehicle used to respond to ambulance calls or support ground ambulance operations in calendar year 202X [or fill fiscal year as appropriate]? Yes (1), No (0)	What type of vehicle is this? (Pull-down menu: Fire truck; Land rescue vehicle, Water rescue vehicle, Vehicle that responds to emergencies but is not designed to transport patients (e.g., QRVs, “fly-cars,” lead cars, or “sprint” vehicles), Other vehicle)	Was this vehicle donated? Yes (1), No (0)	[If No (0) to prior question] What was the annual depreciation expense for this vehicle?	What share of the vehicle’s traveled miles were related to ground ambulance services?
Vehicle #1	<input type="checkbox"/>	Enter Type	<input type="checkbox"/>	Enter Amount	Enter %
Vehicle #2	<input type="checkbox"/>	Enter Type	<input type="checkbox"/>	Enter Amount	Enter %
Vehicle #3	<input type="checkbox"/>	Enter Type	<input type="checkbox"/>	Enter Amount	Enter %
Vehicle [x]	<input type="checkbox"/>	Enter Type	<input type="checkbox"/>	Enter Amount	Enter %

[Option 2: If LEASED. Number of columns determined based on answer to Section 9.2, Question 2b. Respondents will be able to name each vehicle.]

Leased Non-Ambulance Vehicle	Was this vehicle used to respond to ambulance calls or support ground ambulance operations in calendar year 202X [or fill fiscal year as appropriate]? Yes (1), No (0)	What type of vehicle is this? (Pull-down menu: Fire truck; Land rescue vehicle, Water rescue vehicle, Vehicle that responds to emergencies but is not designed to transport patients (e.g., QRVs, “fly-cars,” lead cars, or “sprint” vehicles), Other vehicle)	[If No (0) to prior question] What was the annual lease expense for this vehicle?	What share of the vehicle’s traveled miles were related to ground ambulance services?
Vehicle #1	<input type="checkbox"/>	Enter Type	Enter Amount	Enter %
Vehicle #2	<input type="checkbox"/>	Enter Type	Enter Amount	Enter %
Vehicle #3	<input type="checkbox"/>	Enter Type	Enter Amount	Enter %
Vehicle [x]	<input type="checkbox"/>	Enter Type	Enter Amount	Enter %

- [Ask only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Please report the allocated portion of non-ambulance vehicle costs incurred at the level of the parent organization/central office of this NPI based on your organization’s approach for allocating costs to specific NPIs. (Enter dollar amount)

9.3. Other Costs Associated with Vehicles

[If Section 2, Question 13 is Yes (1), show the following warning: “Do not include air ambulance services in responding to the following questions.”]

1. What was the total **registration** cost of all vehicles (ambulance and non-ambulance) used to respond to ambulance calls or support ground ambulance operations for calendar year 202X **[or fill fiscal year as appropriate]**? (Enter dollar amount)
2. What was the total **license** cost of all vehicles (ambulance and non-ambulance) used to respond to ambulance calls or support ground ambulance operations for calendar year 202X **[or fill fiscal year as appropriate]**? (Enter dollar amount)
3. What was the total **insurance** cost of all vehicles (ambulance and non-ambulance) used to respond to ambulance calls or support ground ambulance operations for calendar year 202X **[or fill fiscal year as appropriate]**? **[Additional instruction if Shared Services = Yes: If another entity pays the insurance cost for vehicles used in ground ambulance response, please record the cost for the vehicles used by your organization.]** (Enter dollar amount)
4. What was the total **maintenance** cost of all vehicles (ambulance and non-ambulance) used to respond to ambulance calls or support ground ambulance operations ground ambulances for calendar year 202X **[or fill fiscal year as appropriate]**? Do **not** include any in-house labor costs already included in the labor section or any outside service or contract (you will be asked to report these later). (Enter dollar amount)
 - a. Please report the share of maintenance costs attributable to: **[Ask only if Section 9.2, Question 1=Yes] [Auto-populate based on responses to Section 9.2, question 5]**
 - i. Ground Ambulances: (Enter Percent)
 - ii. Fire Trucks: (Enter Percent)
 - iii. Land Rescue Vehicles: (Enter Percent)
 - iv. Water Rescue Vehicles: (Enter Percent)
 - v. Other Vehicles that respond to emergencies (but not designed to transport patients): (Enter Percent)
 - vi. Other Vehicles: (Enter Percent)
5. What was the total **fuel** cost for all vehicles used to respond to ambulance calls or support ground ambulance operations ground ambulances for calendar year 202X **[or fill fiscal year as appropriate]**? **[Additional instruction if Shared Services = Yes: “If another entity pays the fuel cost for vehicles used in ground ambulance response, please record the cost for the vehicles used by your organization.”]** (Enter dollar amount)
 - a. Please report the share of fuel costs attributable to: **[Ask only if Section 9.2, Question 1=Yes] [Auto-populate based on responses to Section 9.2, question 5]**
 - i. Ground Ambulances: (Enter Percent)
 - ii. Fire Trucks: (Enter Percent)
 - iii. Land Rescue Vehicles: (Enter Percent)
 - iv. Water Rescue Vehicles: (Enter Percent)
 - v. Other Vehicles responding to emergencies (but not designed to

- transport patients): (Enter Percent)
- vi. Other Vehicles: (Enter Percent)

6. **[Ask Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Please report the allocated portion of registration, license, insurance, maintenance, and fuel costs incurred at the level of the parent organization/central office of this NPI based on your organization’s approach for allocating to specific NPIs. (Enter dollar amount)

10 Equipment, Consumable, and Supply Costs

In this section, we are interested in equipment, consumables, and supply costs.

- Please use your organization’s guidelines to categorize goods as capital expenses versus operation expenses and report depreciation.
- Do not report depreciation if your organization uses a cash basis for accounting.
- For capital expenditures, medical and non-medical equipment, most organizations will amortize costs over the life of the good.
- For capital expenditures (medical and non-medical equipment), report annual depreciation expenses. If your organization calculates depreciation expense for multiple purposes (e.g. depreciation for tax incentive purposes vs. Generally Accepted Accounting Principles (GAAP) for standard auditing purposes), please report the depreciation expense captured for standard auditing purposes.
- For leased capital goods and medical and non-medical equipment, the annual cost is the annual lease expenditures for the piece of equipment.
- For all of the cost categories in this section: If you have an ongoing relationship with an organization that pays this cost for your organization, report the cost here. Otherwise, do not include costs for donated items.
- If you report an amount that is specific to your **ground ambulance operations**, report 100% in the second column. If you report an amount reflecting costs for your ground ambulance and other operations – for example fire, police, or Medicare provider operations, then report the share of the reported total associated with **your organization’s ground ambulance operations**.
- **[If Section 2, Question 13 is Yes (1), show the following warning: “Do not include air ambulance services in responding to the following questions.”]**
- **[Include Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Do not include any “central office equipment” that serves multiple NPIs, except for where specifically requested (Section 10.2, Question 4).

10.1. Medical Equipment/Supplies

1. Please report the following for all **capital medical equipment** your organization used entirely or in part for ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**. Capital medical equipment refers to equipment that can endure repeated use; it includes, but is not limited to, defibrillators, ventilators, monitors, and power lifts.
 - a. Annual depreciation expenses: (Enter Amount)

- b. Maintenance, certification, or service costs (do **not** include any costs that you include elsewhere in the instrument): (Enter Amount)
- c. **[If Shared Services = Yes:]** What was the percentage of **capital medical equipment expenses** attributable to ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**? Report 100 percent if all capital medical equipment expenses were related to ground ambulance services. Report less than 100 percent if some capital medical equipment expenses were related to both ground ambulance and other purposes (e.g., air ambulance or hospital uses). (Enter percentage)
2. Did your organization have any costs associated with **medications** purchased for ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**? Yes (1), No (0)
- [If Yes (1) answer Question 2a]**
[If No (0) skip to Question 2b]
- a. **[If Yes(1):]** Can you report these costs separately from other medical supplies and consumables? Yes (1), No (0)
- [If Yes (1), answer Question 2.a.i]**
[If No (0):] Show warning: "Include the cost of medications with other medical equipment, supplies, and consumables costs." **Then Skip to Question 3.]**
- i. **[If Yes(1):]** What was the total cost of medications your organization purchased during calendar year 202X **[or fill fiscal year as appropriate]** for ground ambulance services? Do not include in-kind donations. (Enter dollar amount)
- b. **[If Section 10.1, Question 2 Answer is No(0)]:** Please select all reasons for no associated costs for medications during calendar year 202X **[or fill fiscal year as appropriate]**:
- i. **[Do not display if Section 2, Question 7 = d]** The medications are supplied by a hospital or hospitals. Yes (1), No (0)
- ii. The costs are paid for by another entity (e.g., local municipality). Yes (1), No (0)
- iii. The medications were donated or provided in-kind. Yes (1), No (0)
- iv. We do not stock medications on our ground ambulances. Yes (1), No (0)
3. What was the total cost of all other **medical equipment, supplies, and consumables** (e.g., bandages, gauze, gloves, basins, oxygen, sterile water, stethoscopes, blood pressure cuffs, IV supplies) your organization purchased during calendar year 202X **[or fill fiscal year as appropriate]**? Include all medical equipment, supplies, and consumables that were **not** reported in the medical equipment/supplies capital expenditures and medications sections above. (Enter dollar amount)
- a. **[If Shared Services = Yes:]** What was the percentage of medical supply and consumable expenses attributable to ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**? Report 100 percent if all equipment, supply, and consumable expenses were related only to ground ambulance services. Report less than 100 percent if some equipment, supply, and consumable expenses were related to both ground

ambulance and other purposes (e.g., air ambulance or hospital uses). (Enter percentage)

10.2. Non-Medical Equipment/Supplies

1. Please report the following for **capital non-medical equipment** your organization purchased and used for ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**. Capital non-medical equipment refers to equipment that can endure repeated use; it includes, but is not limited to, computers, dispatch equipment, and furniture.
 - a. Annual depreciation expenses: (Enter Amount)
 - b. Maintenance, certification, or service costs (do **not** include any costs that you include elsewhere in the instrument): (Enter Amount)
 - c. **[If Shared Services = Yes:]** What was the percentage of **non-medical equipment expenses** attributable to ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**? Report 100 percent if all non-medical capital equipment expenses were related to only ground ambulance services. Report less than 100 percent if some non-medical capital equipment expenses were related to both ground ambulance and other purposes (e.g., air ambulance or hospital uses). (Enter percentage)
2. What was the total annual cost of **uniforms** by your organization purchased during calendar year 202X **[or fill fiscal year as appropriate]** for ground ambulance services? (Enter dollar amount)
 - a. **[If Shared Services = Yes:]** What was the percentage of **uniform expenses** attributable to ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**? (Enter percentage)
3. What was the total cost of other non-medical supplies (e.g., paper, office supplies, postage) your organization purchased during calendar year 202X **[or fill fiscal year as appropriate]**? (Enter dollar amount)
 - a. **[If Shared Services = Yes:]** What was the **percentage of non-medical supply expenses** attributable to ground ambulance services during calendar year 202X **[or fill fiscal year as appropriate]**? Report 100 percent if all non-medical supply expenses were related to only ground ambulance services. Report less than 100 percent if some non-medical supply expenses were related to both ground ambulance and other purposes (e.g., air ambulance or hospital uses). (Enter percentage)
4. **[Ask only if Section 2, Question 2 is Yes (1):]** Please report the allocated portion of **non-medical equipment and supply expenses** incurred at the level of the parent organization/central office of this NPI based on your organization's approach for allocating costs to specific NPIs. (Enter dollar amount)

11 Other Costs

In this section, we ask about **additional costs** during calendar year 202X **[or fill fiscal year as appropriate]** not covered in previous sections, directly related to supporting your organization's ambulance services. Include only costs that were **not** covered earlier in

this instrument.

In general, if you report an amount that is specific to your **ground ambulance operations**, report 100% in the second column. If you report an amount reflecting costs for your ground ambulance and other operations – for example fire, police, or Medicare provider operations, then report the share of the reported total associated with **your organization’s ground ambulance operations**. **[If Section 2, Question 13 is Yes (1), show following warning: “Do not include air ambulance services in responding to the following questions.”] [Include Only if Section 2, Question 2 (multiple NPIs) is Yes (1).]** Do **not** include any other “central office” costs that apply to multiple NPIs, except for where specifically requested (Question 5).

1. Please report costs your organization incurred for **outside contracted services** for which you paid a fee (including labor, supplies, etc.) that were not reported elsewhere in this instrument, such as dispatch/call center service fee, to support your ground ambulance services. Did your organization use any of the following **contracted** services during calendar year 202X **[or fill fiscal year as appropriate]**?

Please select all that apply and indicate total cost for each outside contracted service, and, if applicable, percentage of the cost attributable to ground ambulance services. **Do not include any costs already reported elsewhere in this instrument.**

Type	Contracted service during calendar year 202X [or fill fiscal year as appropriate]	[If selected] Total cost for the service	[If Shared Services = Yes] Percentage of this cost attributable to ground ambulance services
Billing service	<input type="checkbox"/>	Enter dollar amount	Enter percentage
Accounting service	<input type="checkbox"/>	Enter dollar amount	Enter percentage
Vehicle maintenance/repair service	<input type="checkbox"/>	Enter dollar amount	Enter percentage
Dispatch/call center service	<input type="checkbox"/>	Enter dollar amount	Enter percentage
Facilities maintenance services	<input type="checkbox"/>	Enter dollar amount	Enter percentage
IT support service	<input type="checkbox"/>	Enter dollar amount	Enter percentage
EMT/response labor	<input type="checkbox"/>	Enter dollar amount	Enter percentage
Other (specify)	<input type="checkbox"/>	Enter dollar amount	Enter percentage

2. **[Ask only if Section 2, Question 2 (multiple NPIs) is Yes (1):]** Please report the allocated portion of these services incurred at the level of the parent organization/central office of this NPI based on your organization’s approach for allocating costs to specific NPIs. (Enter dollar amount)
3. Please indicate if your organization incurred any of the following expenses during calendar year 202X **[or fill fiscal year as appropriate]**. These expenses should be partly or entirely related to supporting your organization’s ambulance services. **Do not include any costs already reported elsewhere in this instrument.**

[Note: All respondents will be presented with the following.]

Category	Response
Medical or Ambulance-Related Expenses	
Biohazard waste and medication removal fees	Yes (1), No (0)
Fee to physician(s) to oversee the paramedics and provide quality assurance (excluding labor for medical director if accounted for in Question 1 above or in the labor section)	Yes (1), No (0)
Laundry	Yes (1), No (0)
Administrative and General Expenses	
Travel other than for training (including lodging, transportation, per diem, and other travel related costs)	Yes (1), No (0)
Organization dues, subscriptions	Yes (1), No (0)
Subsidies paid to other organizations (e.g., fire department, dispatch center)	Yes (1), No (0)
Funds paid to other ambulance organizations for services (e.g., paramedic staff for BLS transports). Do not include any in-house labor costs already included in the labor section or any outside service or contracted services already reported.	Yes (1), No (0)
Funds paid to other non-transporting organizations for services (e.g., medical staff for transports, responding to calls)	Yes (1), No (0)
Overhead allocation from parent organization/central office	Yes (1), No (0)
Board of Directors / Trustees expenses	Yes (1), No (0)
Advertising, including any type of advertising (even for recruiting purposes) in any medium (print, radio, internet, etc.)	Yes (1), No (0)
Event / meeting costs (including meals)	Yes (1), No (0)
Miscellaneous administrative fees/costs not already reported in Section 10.2 or Section 3 (telephone, trash and shredding services, printing and copying costs)	Yes (1), No (0)
IT software, licensing fees (excluding costs accounted for in IT service fee in earlier section)	Yes (1), No (0)
Training and continuing education costs (e.g., costs for materials, travel, training fees, and labor). Do not include any labor costs associated with training that was already covered by standard labor costs.	Yes (1), No (0)
Interest paid	Yes (1), No (0)
Physicals and medical assessments	Yes (1), No (0)

Category	Response
Recruiting expenses (Do not include any advertising expenses reported in previous items)	Yes (1), No (0)
Audit fees, legal fees, and other professional fees	Yes (1), No (0)
Fees, Fines, and Taxes	
911 service fees	Yes (1), No (0)
Fees for toll roads	Yes (1), No (0)
Fees paid to local jurisdictions required as condition of providing ground ambulance service (e.g. franchise fees)	Yes (1), No (0)
Fees for regulatory compliance or accreditation (annual cost per year)	Yes (1), No (0)
Business registration and related fees	Yes (1), No (0)
Licenses	Yes (1), No (0)
Fines, forfeitures, and citations	Yes (1), No (0)
Taxes	Yes (1), No (0)
Insurance	
Liability / malpractice insurance	Yes (1), No (0)
Workers' compensation insurance (only if not reported in Labor Section above)	Yes (1), No (0)
General insurance (excluding insurance for facilities or insurance reported in other sections)	Yes (1), No (0)
Any other expenses not reported elsewhere in the instrument	Yes (1), No (0)

[Populate other expenses by source table based on “Yes (1)” responses to the previous question.]

4. Please report total expenses by source for calendar year 202X [or fill fiscal year as appropriate].

Source	Total Expense	What % of Expense is Attributable to Ground Ambulance Services?
Source 1	Enter dollar amount	Enter percentage
Source 2	Enter dollar amount	Enter percentage
Source 3	Enter dollar amount	Enter percentage
Source [x]	Enter dollar amount	Enter percentage

5. [Ask only if Section 2, Question 2 (multiple NPIs) is Yes (1):] Please report the allocated portion of these miscellaneous costs incurred at the level the parent organization/central office of this NPI based on your organization’s approach for allocating costs to specific NPIs. (Enter dollar amount)

12 Total Cost

1. Please provide the total expenses of your NPI for calendar year 202X [or fill fiscal year as appropriate]. The total expenses reported here should include all operating and capital costs (including costs for services not related to ground ambulance services).

(Enter Amount)

13 Revenues

This section asks about your organization’s sources of ground ambulance revenue. You may need to collect information from a billing company or your municipality in order to report this information. Do not include billed but uncollected amounts. **[Ask only if Section 2, Question 2 (multiple NPIs) is Yes (1):]** Please report revenue only for the sampled NPI, not for your entire parent organization. **[If Section 2, Question 13 is Yes (1), show following warning:** “Do **not** include air ambulance services in responding to the following questions.”]

1. Please report total revenue from all sources your organization received during calendar year 202X **[or fill fiscal year as appropriate]**. Include revenues from services not related to ground ambulance services. (Enter dollar amount)
2. Can you report revenue for ground ambulance transports from individual healthcare payer categories (e.g., Medicare, Medicaid, commercial insurance)?
Yes (1), No (0)
 - a. **[If Yes (1), proceed to question 3.]**
 - b. **[If No (0):]** Please report the approximate revenue from ground ambulance transports for all payers combined. (Enter dollar amount)
3. **[If Section 13, Question 2 is yes (1)]** Please indicate if your organization received any revenue from paid ground ambulance transports from the following payers during calendar year 202X **[or fill fiscal year as appropriate]**. Please report revenue from services other than ground ambulance transports (e.g., payments for treatment at the scene when no transport was furnished) in Section 13, Question 5 if possible. If you are not able to separate transport and other service revenue from a given payer, you may report the total revenue from all health care services in this item.

Source of Revenue from Paid Ground Ambulance Transports	Received revenue during calendar year 202X [or fill fiscal year as appropriate] ?	[If Yes (1) for received revenue from category] Total revenues	[If Yes (1) for received revenue from category] Indicate if cost sharing (i.e., the amount for a transport that is billed to a patient with this insurance) was included
Traditional (fee-for-service) Medicare	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Medicare Advantage (also known as Medicare Managed Care)	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Traditional (fee-for-service) Medicaid	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Medicaid managed care	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)

Source of Revenue from Paid Ground Ambulance Transports	Received revenue during calendar year 202X [or fill fiscal year as appropriate]?	[If Yes (1) for received revenue from category] Total revenues	[If Yes (1) for received revenue from category] Indicate if cost sharing (i.e., the amount for a transport that is billed to a patient with this insurance) was included
TRICARE	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Veterans Health Administration	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Commercial insurance	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Workers' compensation	Yes (1), No (0)	Enter dollar amount	Yes (1), No (0)
Patient self-pay (amount patients pay for deductibles, coinsurance, etc.)	Yes (1), No (0)	Enter dollar amount	-

4. How often did your organization bill the following types of payers for the amount owed for a transport during calendar year 202X [or fill fiscal year as appropriate]?

Insurance type	Frequency of billing
Traditional (fee-for-service) Medicare	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Medicare Advantage (also known as Medicare Managed Care)	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Traditional (fee-for-service) Medicaid	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Medicaid managed care	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
TRICARE	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Veterans Health Administration	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Commercial insurance	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Workers' compensation	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)
Patient self-pay (amount patients pay for deductibles, coinsurance, etc.)	Never (0), Sometimes (1), Usually (2), Always (3), N/A – no patients transported (4)

5. Please indicate if your organization received any revenues from any of the following sources during calendar year 202X **[or fill fiscal year as appropriate]**. Include only revenue fully or partially related to ground ambulance services. If you report an amount that is specific to your **ground ambulance operations**, report 100% in the second column. If you report an amount reflecting revenue for your ground ambulance and other operations – for example fire, police, or Medicare provider operations, then report the share of the reported total associated with **your organization’s ground ambulance operations**.

Source of Revenue	Received revenue from category during calendar year 202X [or fill fiscal year as appropriate] ?	[If Yes (1) for received revenue from category] Total revenues	[If Yes (1) for received revenue from category] What % of revenue was attributable to ground ambulance services?
Contracts from facilities (e.g., hospitals, nursing homes, prisons, businesses)	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Revenue from payers for EMS/medical services other than transports and excluding contracts from facilities reported above.	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Revenues for subcontracted ambulance services	Yes (1) / No (0)	Enter dollar amount	Enter percentage
[If Section 5, Question 7 is Yes (1):] Fees for standby events	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Membership fees for an association that collects fees from participants in return for ambulance services	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Charitable donations (e.g., foundations and individual donors) excluding vehicles or any cost offsets reported elsewhere in the instrument	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Executive loan programs (e.g., chief executive officer, business development, etc.)	Yes (1) / No (0)	Enter dollar amount	Enter percentage

Source of Revenue	Received revenue from category during calendar year 202X [or fill fiscal year as appropriate]?	[If Yes (1) for received revenue from category] Total revenues	[If Yes (1) for received revenue from category] What % of revenue was attributable to ground ambulance services?
Program-related investments (e.g., public-private investment)	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Local taxes earmarked for EMS services	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Contract revenue from local governments in return for services	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Enterprise funds and utility rates	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Sale of assets and services	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Bond or debt financing	Yes (1) / No (0)	Enter dollar amount	Enter percentage
State or local donation of surplus vehicles and durable equipment	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Other donations excluding labor, facilities, vehicles, equipment, supplies, medication, and other items reported elsewhere in the instrument	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Special-purpose grants (generally state)	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Matching grants (generally state)	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Technical assistance (e.g., subsidized training)	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Demonstration grants (federal)	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Congressional earmarks	Yes (1) / No (0)	Enter dollar amount	Enter percentage
Other (specify)	Yes (1) / No (0)	Enter dollar amount	Enter percentage

[Note: Respondents will be allowed to 1) Review a copy of final responses before a final "Click to Submit," and 2) print out a completed copy of their responses at the end.]

Version Notes

July 31, 2020: This version adds additional clarifying instructions in several sections, adds technical and editorial clarification to item text, and updates several programming notes.

The updates and clarifications include:

- The printable instrument now reflects that information on organizations' 12-month data collection periods will be pre-populated rather than entered by respondents.
- Added clarification to the question that Medicare is billed if an NPI is used to bill for ground ambulance services during the data collection period.
- Given the start of each organization's 12-month data collection period will be pre-populated in the programmed instrument, the programmed instrument will not ask respondents to report this date. Programming notes are updated throughout the instrument to reflect this change.
- Clarified that organizations can generally use their current accounting practices when collecting and reporting information.
- Several additional notes were added to describe the intended functionality of the programmed instrument.
- The definition of emergency responses was expanded and clarified in Section 6.
- The instructions related to paid and unpaid time off were clarified in Section 7.
- An unintentionally omitted row for ambulance drivers (non-EMT/EMR) with public safety roles was added in Section 7.2 and 7.3 tables.
- Questions related to administration/facilities volunteers now allow reporting by public safety and non-public safety staff as intended and indicated in the instructions.
- Added clarifying instructions indicating that organizations using a cash basis for accounting purposes or that do not capitalize buildings should not report depreciation.
- Section 9 tables were transposed for consistency with tables throughout the rest of the instrument.
- An unintentionally omitted row confirming that leased non-ambulance vehicles were used to respond to ambulance calls or support ground ambulance operations was added in Section 9.2.
- Section 11, Question 1 now includes dedicated row for reporting contracted EMT/response and other labor (which previously would have been reported in Section 11, Question 3).
- Several items in Section 11, Question 3 were reorganized for clarity.
- The instructions for Section 13 were clarified.
- Section 13, Question 3 was clarified to ask respondents to report revenue related to non-transport medical services in Section 13, Question 5 if possible, and in Section 13, Question 3 if not.
- Section 13, Question 4 includes a "not applicable" response option for ground ambulance organizations that do not transport patients with specific types of coverage.

December 4, 2019: This version adds clarifying instructions in several sections, adds technical and editorial clarification to item text, and updates several programming notes. The updates and clarifications include:

- Standardizing terminology. For example, the instrument now uses “annual depreciation expenses” consistently where several terms were used previously to refer to the same cost.
- Added depreciation expense guidance in several places:
“If your organization calculates depreciation expense for multiple purposes (e.g. depreciation for tax incentive purposes vs. Generally Accepted Accounting Principles (GAAP) for standard auditing purposes), please report the depreciation expense captured for standard auditing purposes.”
- Clarified instructions for reporting allocated facility costs, other costs, and revenue. Previously, it was unclear whether Medicare providers, for example, would need to report on *all* capital medical equipment or whether a ground ambulance-specific amount could be reported. The instruction was clarified to read:
“If you report an amount that is specific to your ground ambulance operations, report 100% in the second column. If you report an amount reflecting costs for your ground ambulance and other operations – for example fire, police, or Medicare provider operations, then report the share of the reported total associated with your organization’s ground ambulance operations.”
- Clarified instruction on how paid staff who also volunteered time should be reported.
- Clarified how labor hours should be reported for staff with fire, police, and other public safety responsibilities by reporting this information in rows in Section 7 tables, not in columns. Section 7, Question 1 includes columns for staff with fire, police, and other public safety roles in order to determine whether these rows should be presented to the respondent.
- Clarified that staff should only be included in fire, police, and other public safety categories if their fire, police, or other public safety role is at the respondent’s organization.
- Clarified several definitions and instructions, for example, added HCPCS codes in Section 6.
- Corrected “nautical miles” to read “statute miles” in questions related to water ambulances.
- Corrected an omitted table column asking for a ground ambulance allocation factor for certain facilities costs.
- Corrected an omitted table row asking for the share of vehicle miles related to ground ambulance services.
- Clarified and updated programming notes throughout.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Purpose of this Notice: Volusia County Emergency Medical Services (VC EMS) is required by the Health Insurance Portability and Accountability Act ("HIPAA") to maintain the privacy of your protected health information ("PHI"). We are also required by law to provide you with the following detailed Notice of Privacy Practices ("Notice") explaining our legal duties and privacy practices with respect to your PHI.

Uses and Disclosures for Treatment, Payment or Healthcare Operations: VC EMS may use or disclose your PHI *without* your authorization, for the following purposes:

Treatment: We can use your PHI for treatment provided to you by us and other medical personnel (including doctors and nurses who give orders to allow us to provide treatment to you). We may also share your PHI with other individuals involved in your care. For example, we may share PHI via radio or telephone to the hospital or dispatch center as well as provide the hospital with a copy of the record we create in the course of providing you with treatment and transport. We may also share your PHI with other healthcare providers for their treatment activities.

Payment: We may use and disclose your PHI for any activities we must undertake in order to get reimbursed for the services that we provide to you. This includes such things as organizing your PHI, submitting bills to insurance companies, managing billed claims for services rendered, performing medical necessity determinations and reviews, performing utilization reviews, and collecting outstanding accounts. We may also disclose PHI to another healthcare provider or entity for the payment activities of the provider or entity that receives the PHI (such as your hospital).

Healthcare Operations: We may use or disclose your PHI for things such as quality assurance activities, licensing, and training programs to ensure that our personnel meet our standards of care and follow established policies and procedures, obtaining legal and financial services, conducting business planning, processing grievances and complaints, creating reports that do not individually identify you for data collection purposes, fundraising, and certain marketing activities. We may also disclose your PHI to another healthcare provider (such as the hospital to which you are transported) for the healthcare operations activities of the entity that receives the information as long as the entity receiving the information has or has had a relationship with you and the PHI pertains to that relationship.

Reminders for Scheduled Transports and Information on Other Services: We may also contact you to provide you with a reminder of any scheduled appointments for non-emergency ambulance and medical transportation, or for other information about alternative services we provide or other health-related benefits and services that may be of interest to you.

Other Uses and Disclosure of Your PHI We Can Make Without Authorization: VC EMS is also permitted to use or disclose your PHI *without* your written authorization the following situations:

- For health care fraud and abuse detection or for activities related to compliance with the law;
- To a family member, other relative, or close personal friend or other individual involved in your care;
- To a public health authority in certain situations (such as reporting a birth, death or disease as required by law), as part of a public health investigation, to report child or adult abuse or neglect or domestic violence, to report adverse events such as product defects, or to notify a person about exposure to a possible communicable disease as required by law;
- For health oversight activities including audits or government investigations, inspections, disciplinary proceedings, and other administrative or judicial actions undertaken by the government (or their contractors) by law to oversee the health care system;
- For judicial and administrative proceedings as required by a court or administrative order, or in some cases in response to a subpoena or other legal process;
- For law enforcement activities in limited situations, such as when there is a warrant for the request, or when the information is needed to locate a suspect or stop a crime;
- To avert a serious threat to the health and safety of a person or the public at large;
- For workers' compensation purposes, and in compliance with workers' compensation laws;
- To coroners, medical examiners, and funeral directors for identifying a deceased person, determining cause of death, or carrying on their duties as authorized by law;
- If you are an organ donor, we may release health information to organizations that handle organ procurement or organs and as necessary to facilitate organ donation and transplantation.

Uses and Disclosures of Your PHI That Require Your Written Authorization

Any other use or disclosure of PHI, other than those listed above will only be made with your written authorization, You may revoke this authorization at any time by contacting us. Specifically, we must obtain your written authorization before using or disclosing your: (a) psychotherapy notes, other than for the purpose of carrying out our own treatment, payment or health care operations purposes, (b) PHI for marketing when we receive payment or make a marketing communications; or (c) PHI when engaging in a sale of your PHI.

Your Rights Regarding Your PHI:

As a patient, you have a number of rights with respect to the protection of your PHI, including:

Right to access, copy or inspect your PHI

You have the right to inspect and obtain a paper or electronic copy of most of the PHI that we collect and maintain about you. You also have the right to request that we transmit your PHI to a third party. Requests for access to your PHI or to transmit your PHI to a third party should be made in writing to our HIPAA Compliance Officer, and by filing out an access request form.

Right to request an amendment of your PHI

You have the right to ask us to amend PHI that we maintain about you. Request for amendments to your PHI should be made in writing and you should contact our HIPAA Compliance Officer if you wish to make a request for amendment.

Right to request an accounting of certain disclosures of your PHI

You may request an accounting from us of certain disclosures of your PHI. VC EMS will provide an accounting of those disclosures that we are required to account for under HIPAA. If you wish to request an accounting of those disclosures of your PHI that are subject to the accounting requirement, you should contact our HIPAA Compliance Officer and make a request in writing.

Right to request restrictions on uses and disclosures of your PHI

You have the right to request that we restrict how we use and disclose your PHI for treatment, payment or health care operations purposes, or to restrict the information that is provided to family, friends and other individuals involved in your health care. However, we are only required to abide by a requested restriction under limited circumstances, and it is generally our policy that we will not agree to any restrictions unless required by law to do so. If you wish to request a restriction on the use or disclosure of your PHI, you should contact our HIPAA Compliance Officer and make a request in writing.

Right to notice of breach of unsecured PHI

If we discover that there has been a breach of your unsecured PHI, we will notify you about that breach by first-class mail dispatched to the most recent address that we have on file. If you prefer to be notified about breaches by electronic mail, please contact our HIPAA Compliance Officer, to make VC EMS aware of this preference and to provide a valid email address to send the electronic notice.

Internet, Email and the Right to Obtain Copy of Paper Notice

If we maintain a web site, we will prominently post a copy of this Notice on our web site and make the Notice available electronically through the web site. If you allow us, we will provide our Notice of Privacy Practices to you electronically instead of on paper. You may always request a paper copy of our Notice.

Revisions to the Notice

VC EMS is required to abide by the terms of the version of this Notice currently in effect. However, VC EMS reserves the right to change the terms of this Notice at any time, and the changes will be effective immediately and will apply to all PHI that we maintain. Any material changes to the Notice will be promptly posted in our facilities and posted to our web site, if we maintain one. You can get a copy of the latest version of this Notice by contacting our HIPAA Compliance Officer.

Your Legal Rights and Complaints

You also have the right to complain to us, or to the Secretary of the United States Department of Health and Human Services, if you believe your privacy rights have been violated. You will not be retaliated against in any way for filing a complaint with us or to the government. If you have any questions or if you wish to file a complaint or exercise any rights listed in this Notice, please contact:

HIPAA Compliance Officer
Volusia County Emergency Medical Services
112 Carswell Avenue
Holly Hill, Florida 32117
(386) 252-4900

Effective Date of the Notice: January 1, 2021