Exhibit "A"



REQUEST FOR PROPOSAL

FOR

FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR EMERGENCY MEDICAL TRANSPORTATION (PEMT)

Proposal Number BC-2022-043

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

RELEASE DATE: September 8, 2022

RFP Title: Request for Proposals for FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR EMERGENCY

MEDICAL TRANSPORTATION (PEMT) Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

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

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- 5. Required Certifications
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- 8. Minority, Women, Small Business (MWSBE) Enterprise
- 9. Insurance Requirements
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- 11. Ethical Business Practices
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Attachments:

- A Forms for Solicitation(with Team Summary) 2022
- B Proposal Response Cover Sheet
- C Business Associate Agreement
- D EMT Integrated Disclosure and Medicaid Cost Report General Info
- E Draft Agreement
- F 59G-6.035 PEMT Program

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1. INTRODUCTION

1.1. Summary

Leon County Government (County) is accepting proposals from qualified contractors to complete the required paperwork, cost reports, and schedules as required by the Agency for Health Care Administration (AHCA) for the County to participate in the Public Emergency Medical Transportation (PEMT) Program.

The Mandatory Pre-Proposal meeting is scheduled for September 15, 2022 at 11:00AM at Leon County Purchasing Division and via Zoom. Non-attendance will deem contractor ineligible for proposal submission.

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.2. Background

The PEMT Program allows public entities to obtain a federal match for providing eligible services.

This program provides supplemental payments for PEMT entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

The County provides emergency medical transports to approximately 500 Fee for Service and 4,500 Managed Care Medicaid patients each year and is soliciting proposals from qualified Contractors to complete the required paperwork for the County to participate in the PEMT Program, both the Fee for Service (FFS) and Managed Care Organization (MCO) aspects of the program.

1.3. Contact Information

Melanie Hooley

Procurement Administrator 1800-3 Blair Stone Rd Tallahassee, FL 32308

Email: hooleym@leoncountyfl.gov

Phone: (850) 606-1600

Department: Procurement

Department Head:

Melanie Hooley

Procurement Administrator

1.4. Timeline

Below is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County procurement website either as a

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public meeting notice, or as an addendum, as applicable. It is the responsibility of the firm to register as a contractor in the County's eProcurement Portal located at https://secure.procurenow.com/portal/leoncounty and to click the "Follow" button on your interested projects in order to receive email notifications of changes. Ultimately, it is the responsibility of the firm and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings. The main procurement website address is: https://secure.procurenow.com/portal/leoncounty.

| Release Project Date | September 8, 2022 |
|----------------------------------|--|
| Pre-Proposal Meeting (Mandatory) | September 15, 2022, 11:00am Leon County Purchasing 1800-3 Blair Stone Road Tallahassee, FI 32308 To join our Zoom Meeting, go to https://zoom.us/i/6401231880 from your browser -OR- One tap mobile: +19292056099,,6401231880# US (New York) +13126266799,,6401231880# US (Chicago) Meeting ID: 640 123 1880 |
| Question/Inquiries Deadline | September 19, 2022, 5:00pm |
| Opening Date | September 22, 2022, 2:00pm |

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2. GENERAL INSTRUCTIONS

Proposers are expected to examine the proposal documents carefully, including specifications, delivery schedule, freight requirements, prices and extensions and all general and special conditions of the solicitation prior to submission. In case of error in price extension, the unit price will govern. Bids must be submitted electronically via OpenGov Procurement (formerly ProcureNow).

2.1. Special Accommodations

Any person requiring a special accommodation at a Pre-Proposal Conference or RFP opening because of a disability must call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

2.2. Prohibited Communications

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- A. Any person or person's representative seeking an award from such competitive solicitation; and
- B. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

2.3. Proposal Media Format (Electronic Only)

Proposals are to be submitted electronically only, through the Leon County e-Bidding site located at https://secure.procurenow.com/portal/leoncounty.

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2.4. Proposer Registration

Proposers who obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division (https://secure.procurenow.com/portal/leoncounty) may cause your submittal to be rejected as non-responsive. To Register, complete the online contractor registration process, find the opportunity of interest, and click "Follow" or "Draft Response".

2.5. Registered Planholders List

As a convenience to contractors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at https://secure.procurenow.com/portal/leoncounty by simply clicking the Followers tab for each respective solicitation. A listing of the registered contractors with their contact information is designed to assist contractors in preparation of their responses.

2.6. Errors and Omissions

The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

2.7. Acceptance of County Terms

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

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3. SCOPE OF SERVICES

Scope of Work/Services 3.1.

Leon County (COUNTY) provides countywide emergency medical transportation, some of which will qualify for the PEMT Program for Medicaid. The COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and regulations promulgated thereunder (HIPAA Regulations), all as have been and may be amended from time to time and as such, CONTRACTOR shall comply.

- A. CONTRACTOR activities shall comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Business Associate Agreement (BAA), attached hereto as Attachment C to the Scope of Work/Services of this RFP.
- B. CONTRACTOR shall consider all data provided as confidential information. CONTRACTOR shall not release any confidential information without prior written consent from the COUNTY.
- C. CONTRACTOR shall inform the COUNTY, according to HIPAA guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients.
- D. The CONTRACTOR shall be required to execute as written, the BAA, see Attachment A to the Scope of Work/Services of this RFP.

The COUNTY provides emergency medical transports to approximately 500 Fee for Service and 4,500 Managed Care Medicaid patients each year and requires a CONTRACTOR to complete the required paperwork for the COUNTY to participate in the PEMT Program. The CONTRACTOR shall complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), attached hereto as Attachment D of this RFP, as required for the COUNTY to participate in the Public Emergency Medical Transportation (PEMT) Program.

The PEMT program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

The CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with PEMT.

The CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), see Attachment D to the Scope of Work/Services of this

The CONTRACTOR shall have knowledge of the data and cost reporting principles specified in the Medicaid State Plan Amendment.

The CONTRACTOR shall have knowledge and experience in the completion of all ten (10) schedules, Attachment D to this RFP, as required by the PEMT Program and the knowledge and experience to assist the County with the MCO portion of the program.

The COUNTY will provide the CONTRACTOR with all of the required data needed to complete the schedules; however, the CONTRACTOR is responsible for accurate completion of the schedules.

CONTRACTOR shall be able to accept from the COUNTY, via electronic submission, all information using a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

If the completed cost report is rejected by AHCA, CONTRACTOR shall work with the COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline, which is typically end of November.

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CONTRACTOR agrees to receive compensation for PEMT services on a contingency fee basis. This compensation will be based on payments received by the COUNTY under the PEMT Program.

The CONTRACTOR shall respond to, and represent COUNTY on any AHCA or CMS audit, review and communication regarding any PEMT cost report prepared by the CONTRACTOR and delivered to AHCA on behalf of the COUNTY.

If, as a result of an audit by ACHA, a refund is required by the COUNTY, the CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.

3.2. Price Proposal

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

- A. Rate percent of revenues received under the PEMT Fee for Service (FFS) cost reporting program.
- B. Rate percent of revenues received under the PEMT Managed Care Organization program.

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4. SOLICITATION INSTRUCTIONS

4.1. Pre-Proposal Meeting

A Mandatory Pre-Proposal Meeting will be held on Thursday, September 15, 2022 at 11:00 am.

The Location is as follows: Leon County Purchasing Division

1800-3 North Blair Stone Road

Tallahassee, FL 32308

850-606-1600.

OR via Zoom: https://zoom.us/j/6401231880 from your browser

The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person or an audio conference at the County's discretion. Instructions for conferencing in will be provided as part of the public meeting notice, which will be posted on the website listed above for public meetings no less than 72 hours in advance of the Pre-Proposal Meeting. The Respondents will be instructed to submit all questions after the meeting to the Leon County e-Procurement website.

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the RFP, instructions for submitting Proposals, and other relevant issues. In the event that any discussions or questions at the Pre-Proposal Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the RFP, Leon County will issue a written summary of questions and answers or an addendum to this RFP as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County. The Respondents will be instructed to direct all questions after the meeting to Leon County e-Procurement website.

4.2. Submitting Questions

Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be sent through the County's online e-Procurement Portal at https://secure.procurenow.com/portal/leoncounty.

Each Bidder shall examine the solicitation documents carefully, including the forms and draft agreement; and, no later than the last day for questions listed in schedule of events, shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the bidder may discover in the solicitation, including the draft agreement. The County will prepare a written response to each written question, comment, and recommendation that is delivered to the County prior to the deadline listed in the schedule of events. The County's written responses will be issued in an addendum to this solicitation. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of bidders. Each bidder shall be deemed to have waived all questions, comments, and recommendations that are not submitted to the County in compliance with this section.

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4.3. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at https://secure.procurenow.com/portal/leoncounty. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those contractors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the contractor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

4.4. Proposal Deadline

Your Proposal prepared in response to this RFP must be received by the Purchasing Division via the County e-Procurement portal (https://secure.procurenow.com/portal/leoncounty) no later than the Opening Date (Thursday, September 22, 2022 at 2:00 pm), as identified in the Schedule of Events, to be considered.

4.5. Receipt and Opening of Contractor Responses

Contractor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: https://secure.procurenow.com/portal/leoncounty.

The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. Proposers will receive a timestamp for your records showing when the response was received electronically.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

4.6. Timely Delivery

It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Electronic submissions will not be allowed through the County's e-Procurement portal once the deadline has passed.

4.7. Preparation Costs

The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.

4.8. Reservation of Rights

The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. The County reserves the right to reject all proposals when it is in the best interest of the County.

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4.9. Award of RFP and Protest

The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at https://secure.procurenow.com/portal/leoncounty for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The contractor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, contractors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Contractors are not to contact departments or divisions regarding the contractor complaint.

4.10. Performance Bond

A Combination Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution.

Payment and Performance Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida.

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5. REQUIRED CERTIFICATIONS

5.1. Licenses and Certifications

The contractor shall be responsible for obtaining and maintaining throughout the contract period any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

5.2. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

5.3. <u>Certification Regarding Debarment, Suspension, and Other Responsibility</u> Matters

The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

5.4. <u>Unauthorized Alien(s)</u>

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

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5.5. Employment Eligibility Verification

A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

- B. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this <u>Employment Eligibility Verification</u> provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

5.6. <u>Local Preference in Purchasing and Contracting</u>

- A. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - 1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of five percent.
 - 2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of three percent.

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3. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.

- B. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - 1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - 2. Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - 3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- C. Certification. Any contractor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a contractor meets the definition of a "local business."

5.7. Drug Free Workplace Requirements

All contractors in accordance with Florida Statute 287.087 must certify the following actions:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
- D. 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 response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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, or any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Contractor must confirm compliance with this requirement in the Required Submittals section of your response.

5.8. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

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For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

5.9. Scrutinized Company Certification

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

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6. SELECTION PROCESS

6.1. Evaluation Committee

The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings.

Notice of all meetings shall be posted on the Purchasing Division website at: https://secure.procurenow.com/portal/leoncounty and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

6.2. Ranking

Proposals will be ranked using the ordinal ranking process. First, each evaluator will score proposals based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria contained herein. Then each evaluator will utilize ordinal ranking to rank each proposal. These rankings will be averaged to determine the final ranking of proposals.

6.3. Award

Award shall be made to the responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to Leon County, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.

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7. EVALUATION CRITERIA

Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria Proposals will be evaluated and ranked on the basis of the following considerations:

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|--|----------------|----------------------|
| 1. | Experience / Qualifications / Background | 0-5 Points | 35 (35% of Total) |
| 2. | Project Approach / Understanding The proposer shall provide a detailed narrative description of its approach and methodology for implementing the PEMT program in the State of Florida and all the rules, regulations and requirements associated with the program including, but not limited to, the following: | 0-5 Points | 30 (30% of Total) |
| | A. Overview of the project tasks to be performed. | | |
| | B. County resources which will be required to conduct the study. | | |
| | C. Timeline for performing the required services from start to completion. | | |
| 3. | Key Personnel and Operations The proposer shall provide: | 0-5 Points | 15 (15% of Total) |
| | A. An Organizational Chart identifying the structure of firm. | | |
| | B. A list of the key personnel assigned to the project, along with a complete resume detailing their experience, education, expertise, qualifications and knowledge of the project. | | |
| | C. A description of the role of each staff member who will be responsible for handling and monitoring the Contract. | | |
| | D. Identification of projects of similar nature in which each staff member has been involved. | | |

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| 4. | Price Proposal The proposer shall electronically submit the rate percent of revenues received under the PEMT Program in the Pricing Proposal table. Offers will receive up to the maximum points based upon the reasonableness of the rate percent and competitiveness of this rate | Points Based | 15 (15% of Total) |
|----|--|--------------|----------------------|
| 5. | Local Preference Points for Local Preference will be awarded as follows: | 0-5 Points | 5 (5% of Total) |
| | A. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of five percent (five (5) points out of the 100 maximum points allowed); and | | |
| | B. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of three percent (three (3) points out of the 100 maximum points allowed); and | | |
| | C. All other individuals or firms shall be given zero (0) points for Local Preference. | | |

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8. MINORITY, WOMEN, SMALL BUSINESS (MWSBE) ENTERPRISE

8.1. Overview for Projects Without a Specific MWSBE Goal

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: https://oevforbusiness.mwsbe.com.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the Respondent and Team Summary Form.

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9. INSURANCE REQUIREMENTS

9.1. Overview

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The awarded Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

9.2. General, Automobile, and Workers' Insurance

Contractor shall maintain limits no less than

<u>General Liability</u>: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

<u>Automobile Liability</u>: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

<u>Workers' Compensation and Employers Liability</u>: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

9.3. Additional Required Insurance

<u>Professional Liability Insurance, including errors and omissions</u>: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

9.4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.5. Other Insurance Provisions

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

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General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

A. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

- B. The Contractor's insurance coverage shall be primary insurance in respect to the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after written notice has been given to the County.

9.6. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

9.7. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

9.8. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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10. TERMS AND CONDITIONS

10.1. Standard Terms and Conditions

The terms and conditions associated with this solicitation are as set forth in the draft Agreement contained in the "Attachments" section of this solicitation. After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

10.2. Travel Expenses

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

10.3. Purchases By Other Public Agencies

With the consent and agreement of the successful contractor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

10.4. Penalties

PROPOSALS MAY BE REJECTED AND/OR BIDDER(S)/PROPOSERS DISQUALIFIED FOR THE FOLLOWING REASONS:

- A. Failure to perform according to contract provisions.
- B. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- C. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- D. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- E. Other reasons deemed appropriate by the Board of County Commissioners.

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11. ETHICAL BUSINESS PRACTICES

11.1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

11.2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.3. Board Action

The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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12. SUBMITTALS

12.1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default. Please confirm *Response required 12.2. Human Trafficked Labor* I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes. ☐ Please confirm *Response required 12.3. Drug-Free Workplace Certification* As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Florida Statute 287.087. See section titled Drug-Free Workplace Requirements for details. If firm is awarded a contract, the firm will be required to sign a compliance statement. ☐ Please confirm *Response required 12.4. Scrutinized Company Certification* As required by Florida Statutes, section 287.135(5) I certify that the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria. ☐ Please confirm *Response required 12.5. Performance Bond* A Performance Bond will be required for this project of the awarded proposer. Please confirm. □ Please confirm *Response required

12.6. Contractor Letter of Bondability*

Submit a Letter of Bondability that states your company in good standing with a surety and hase the capacity to bond 100% payment and performance for the amount of this project. The letter must be on Surety company letterhead.

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*Response required

12.7. Proposal Response Cover Sheet with Signature*

Please ensure the document has a manual signature.

*Response required

12.8. RFP Response - Company Information Overview - Tab 1*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.

12.9. RFP Response - Relevant Experience - Tab 2*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- B. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- C. Names and descriptions of major projects for which the firm is presently under contract.
- D. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
 - 1. Name and location of the project
 - 2. The nature of the firm's responsibility on this project
 - 3. Project Owner's representative name, address and phone number
 - 4. Project user agency's representative name, address and phone number
 - 5. Date project was completed or is anticipated to be completed

^{*}Response required

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- 6. Fee for this project
- 7. Project manager and other key professionals involved and specify the role of each

12.10. RFP Response - Assigned Project Resources - Tab 3*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1. Name & title
 - 2. Job assignment for other projects
 - 3. Percentage of time to be assigned full time
 - 4. How many years with this firm
 - 5. How many years with other firms
 - 6. Experience
 - a. Types of projects
 - b. Size of projects (dollar value and SF of project)
 - c. What was the specific project involvement?
 - 7. Education
 - 8. Active registration
 - 9. Other experience and qualifications that are relevant to this project
 - 10. Note which projects were fast tracked
- B. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.

Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.

If a joint venture, indicate how the work will be distributed between the joint venture partners.

12.11. RFP Response - Project Approach - Tab 4*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Describe how you would approach this project, and outline the specific services to be provided.
- B. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.

^{*}Response required

^{*}Response required

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C. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.

D. Describe how the team will implement project control systems for time, budget, and quality for this project.

12.12. Additional Forms to Fill Out and Submit - Tab 5*

Submit the items on the following list and any other items required by any section of this Request for Proposals . The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see <u>Attachments</u> for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

^{*}Response required

^{*}Response required

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13. PRICING PROPOSAL

PRICE PROPOSAL

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

| Line Item | Description | | Percentage |
|-----------|--|---------|------------|
| 1 | Rate percent of revenues received under the PEMT Fee for Service (FFS) cost reporting program. | Percent | |
| 2 | Rate percent of revenues received under the PEMT Managed Care Organization program. | Percent | |

LEON COUNTY CONTRACT ROUTING FORM X Original

| County Contract No. B- | 23-005 | | Renewal Amendment # | |
|--|--|--|--|--|
| Contract Manager: Division: | Tim Carlson EMS | Phone i | #: 850-606-2129 CarlsonT@leoncountyfl.gov | |
| Department Contact: | Tim Carlson | Phone | # : 850-606-2129 | |
| Department: | EMS | Email: | CarlsonT@leoncountyfl.gov | |
| Vendor/Contractor Name: | Public Consulting Group LLC | Contact | | |
| Address: | 148 State Street, 10 th FL | Phone# | | |
| City, State, Zip: | Boston, MA 02109 | Email: | LTaffuri@pcgus.com | |
| Contract Period: From October 1, 2022 To | | | September 30, 2025 | |
| | | | 1 1/6 | |
| Renewal Periods: Nu | ımber <u>2</u> Tern | n One-y | ear | |
| Contract Total \$ Amou | nt: | or check if | Unit Price Agreement | |
| Contract Type: Easement Construction X Continuing Supply Deed Interlocal Agreemen Grant Lease Other Services Performance Agreen Professional Services Purchase Other (Explain below | Insurance Certificates nent X General Liability S Pollution Liability X Workers' Compensati | tatement ITB X RFP Bond ITN Sole Sole Sole Sole Sole Sole Sole Sole | Entity (Explain below) hority: asing Director y Administrator of County Commissioners a Date Item # ant to Board Policy # | |
| Routing: | | | | |
| Required Ini | <u>tials</u> <u>Date</u> | | | |
| Mt | 10/7/2022 | Originating Division | on | |
| | - | Department Direc | | |
| net Met | 10/7/2022 | Purchasing | | |
| CMS | 10/7/2022 | County Attorney's | s Office | |
| | | Deputy or Assista | nt County Administrator | |
| | | County Administr | , | |
| D8 | | Chairman, BCC | | |
| Lymx | 10/7/2022 | Clerk's Office (Fin | ance) | |
| Return completed docu | uments to: Melanie Hooley, Purd | chasing Division | | |

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and PUBLIC CONSULTING GROUP LLC hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide its services to the County to perform the Work related to Florida Certified Public Expenditure Program for Emergency Medical Transportation set forth in: 1) Bid# BC-2022-043, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control.

2. WORK

Contractor understands that no amount of Work is guaranteed to it nor is the County under any obligation to utilize the services of the Contractor in those instances where the Work to be performed can be done by County personnel or under separate contract. Any Work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencement date of such Work and the time within which such Work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

In their discretion, the Parties may negotiate for any related products or Work not specifically addressed herein, provided that this Agreement does not create any enforceable obligations regarding such products and Work.

3. TERM

The Agreement shall be for a period of three (3) years, commencing on October 1, 2022, and shall continue until September 30, 2025. After the initial three (3) year period, at the sole option of the County, this Agreement may be renewed for no more than two additional one (1) year periods. Such one (1) year renewals will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

4. TIME OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

The term "Business Day" as it applies to a notice requirement or other such deadline in this Agreement, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday. The term "Holiday" means any day observed as a holiday by the Leon County Board of County Commissioners pursuant BCC Policy 03-16, as may be

amended, which, as of the Effective Date of this Lease, are the following days: New Year's Day, Martin Luther King Jr. Day, Florida Emancipation Day (May 20), Memorial Day, Independence Day, Labor Day, Election Day (first Tuesday after

the first Monday in November in even-numbered years), Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

5. CONTRACT SUM

The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County according to the rate percent of revenues contained in the Contractor's price proposal, Exhibit B, which is attached hereto (Contract Sum).

6. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for Work.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Name:

Tim Carlson

Street Address:

911 Easterwood Drive Tallahassee, Fl 32301

City, State, Zip Code: Telephone:

850-606-2115

E-mail:

CarlsonT@leoncountyfl.gov

В. The Contractor's Project Manager is:

Name:

Marc Staublev

Street Address:

148 State Street, 10th Floor

City, State, Zip Code:

Boston, MA 02109

Telephone:

512-287-4662

E-mail:

MStaubley@pcgus.com

C. Notices to the Contractor are to be submitted to:

Name:

Marc Staubley

Street Address:

148 State Street, 10th Floor

City, State, Zip Code:

Boston, MA 02109

Telephone: E-mail:

512-287-4662 MStaubley@pcgus.com

D. Invoices are to be submitted to:

Name:

Chad Abrams

Street Address:

911 Easterwood Drive Tallahassee, Fl 32301

City, State, Zip Code: Telephone:

850-606-2115

E-mail:

AbramsC@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered document with date of invoice; reference to the County purchase order number; itemized listing of all goods and Work being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice, and it shall be of no force and effect.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

8. DISPUTES/REMEDIES

- A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Leon County Policy 96-1, as amended.
- B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - 2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 - 3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 - 4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 - 5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

9. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
- 3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all Work performed under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

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

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original

endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

11. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

13. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, the County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

15. PAYMENT AND PERFORMANCE BOND

A Combination Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution

The Payment and Performance Bond shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida.

16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents arising out of or under this Agreement. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the Contract Sum paid to the Contractor, and the promises and covenants herein, constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

17. AUDITS, RECORDS, AND RECORDS RETENTION

By entering into this Agreement, Contractor 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 119.071, Florida Statutes. The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of this Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required
 - retention period as specified in Subsection B above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. That persons duly authorized by the County and Federal auditors, pursuant to 45 CFR 75.364 shall have full access to and the right to examine this Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- F. 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.
- G. 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 Contractor does not transfer the records to the County.
- H. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of Contractor or keep and maintain public records required by the County to perform the service. If Contractor transfers all public records to the County upon completion or termination of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Agreement, Contractor 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.
- To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET." If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Contractor 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. Contractor 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. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor'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. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Leon County on an expedited basis to enforce the requirements of this section.

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

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION
ATTN: MELANIE HOOLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD

TALLAHASSEE, FLORIDA 32308

PHONE: 850-606-1600

EMAIL: HOOLEYM@LEONCOUNTYFL.GOV

18. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

19. TERMINATION

Leon County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder or, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon mailing a notice of termination to the Contractor.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 287.1355(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

20. RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of the Contractor or any subcontractor which is related to the performance of this Agreement. The right expressed herein shall also be included in all contracts or subcontracts that involve the performance of any work or service involving the County.

21. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This Agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or Work independently.

22. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime. Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for termination of this Agreement by the County.

23. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be grounds for termination of this Agreement by the County.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty (30) days of the Effective Date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile screen," which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs Work under this Agreement to enroll and participate in the E-Verify Program within sixty (60) days of the Effective Date of this Agreement or within sixty (60) days of the Effective Date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of this Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform Work pursuant to this Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of this Agreement by Contractor to perform employment duties within Florida within three (3) Business Days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform Work pursuant to this Agreement within sixty (60) days of the date of execution of this Agreement or within thirty (30) days of assignment to perform Work pursuant to this Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-
 - Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

25. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

26. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

27. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of this Agreement, Contractor shall obtain the prior written consent of the County.

28. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

29. SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

30. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

31. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this

Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this Agreement.

32. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

33. SEVERABILITY

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

34. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

35. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

36. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

37. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ORDER OF PRECEDENCE

- 1. Agreement
- 2. Exhibit A
- 3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-2022-043
Exhibit B – Contractor's Response to Solicitation #BC-2022-043

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

| LEON COUNTY, FLORIDA DocuSigned by: | PUBLIC CONSULTING GROUP LLC |
|---|------------------------------|
| By: Melanie Hooley Melanie 4400ley | By: Mare Hubly |
| Leon County Purchasing Director | |
| | Name Marc Staubley |
| Date: 10/7/2022 | Title: Practice Arm Director |
| | Date: 10/6/2022 |
| ATTEST: | DS T |
| Gwendolyn Marshall Knight, Clerk of the Court & Comptroller, Leon County, Florida | CUI COUR |
| DocuSigned by: | |
| BY: Swendolyn Marshall Knight | |
| DATE: 17/8D7F95C3774F4 | The Market |
| APPROVED AS TO LEGAL SUFFICIENCY: | |
| Chasity H. O'Steen, County Attorney | |
| Leon County Attorney's Office DocuSigned by: | |
| By: Christina M. Smitche | |
| Date: 10/7/2022 | |
| Christina M. Smiekle, Assistant County Attorney | |



REQUEST FOR PROPOSAL

FOR

FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR EMERGENCY MEDICAL TRANSPORTATION (PEMT)

Proposal Number BC-2022-043

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

RELEASE DATE: September 8, 2022

RFP Title: Request for Proposals for FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR EMERGENCY MEDICAL TRANSPORTATION (PEMT)
Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

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

- 1. Introduction
- 2. General Instructions
- 3. Scope of Services
- 4. Solicitation Instructions
- 5. Required Certifications
- 6. Selection Process
- 7. Evaluation Criteria
- 8. Minority, Women, Small Business (MWSBE) Enterprise
- 9. Insurance Requirements
- 10. Terms and Conditions
- 11. Ethical Business Practices
- 12. Submittals
- 13. Pricing Proposal

Attachments:

- A Forms for Solicitation(with Team Summary) 2022
- B Proposal Response Cover Sheet
- C Business Associate Agreement
- D EMT Integrated Disclosure and Medicaid Cost Report General Info
- E Draft Agreement
- F 59G-6.035 PEMT Program

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

1. INTRODUCTION

1.1. Summary

Leon County Government (County) is accepting proposals from qualified contractors to complete the required paperwork, cost reports, and schedules as required by the Agency for Health Care Administration (AHCA) for the County to participate in the Public Emergency Medical Transportation (PEMT) Program.

The Mandatory Pre-Proposal meeting is scheduled for September 15, 2022 at 11:00AM at Leon County Purchasing Division and via Zoom. Non-attendance will deem contractor ineligible for proposal submission.

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.2. Background

The PEMT Program allows public entities to obtain a federal match for providing eligible services.

This program provides supplemental payments for PEMT entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

The County provides emergency medical transports to approximately 500 Fee for Service and 4,500 Managed Care Medicaid patients each year and is soliciting proposals from qualified Contractors to complete the required paperwork for the County to participate in the PEMT Program, both the Fee for Service (FFS) and Managed Care Organization (MCO) aspects of the program.

1.3. Contact Information

Melanie Hooley

Procurement Administrator 1800-3 Blair Stone Rd Tallahassee, FL 32308

Email: hooleym@leoncountyfl.gov

Phone: (850) 606-1600

Department: Procurement

Department Head:

Melanie Hooley

Procurement Administrator

1.4. Timeline

Below is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County procurement website either as a

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

public meeting notice, or as an addendum, as applicable. It is the responsibility of the firm to register as a contractor in the County's eProcurement Portal located at https://secure.procurenow.com/portal/leoncounty and to click the "Follow" button on your interested projects in order to receive email notifications of changes. Ultimately, it is the responsibility of the firm and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings. The main procurement website address is: https://secure.procurenow.com/portal/leoncounty.

| Release Project Date | September 8, 2022 |
|-----------------------------------|---|
| Pre-Proposal Meeting (Mandatory) | September 15, 2022, 11:00am |
| | Leon County Purchasing |
| | 1800-3 Blair Stone Road |
| | Tallahassee, Fl 32308 |
| | To join our Zoom Meeting, go to |
| | https://zoam.us/j/6401231880 from your browse |
| | -OR- |
| | One tap mobile: |
| | +19292056099,,6401231880# US (New York) |
| | +13126266799,,6401231880# US (Chicago) |
| | Meeting ID: 640 123 1880 |
| Ourself on the autist of D. a. W. | |
| Question/Inquiries Deadline | September 19, 2022, 5:00pm |
| Opening Date | September 22, 2022, 2:00pm |

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

2. GENERAL INSTRUCTIONS

Proposers are expected to examine the proposal documents carefully, including specifications, delivery schedule, freight requirements, prices and extensions and all general and special conditions of the solicitation prior to submission. In case of error in price extension, the unit price will govern. Bids must be submitted electronically via OpenGov Procurement (formerly ProcureNow).

2.1. Special Accommodations

Any person requiring a special accommodation at a Pre-Proposal Conference or RFP opening because of a disability must call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

2.2. Prohibited Communications

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- A. Any person or person's representative seeking an award from such competitive solicitation; and
- B. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

2.3. Proposal Media Format (Electronic Only)

Proposals are to be submitted electronically only, through the Leon County e-Bidding site located at https://secure.procurenow.com/portal/leoncounty.

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

2.4. Proposer Registration

Proposers who obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division (https://secure.procurenow.com/portal/leoncounty) may cause your submittal to be rejected as non-responsive. To Register, complete the online contractor registration process, find the opportunity of interest, and click "Follow" or "Draft Response".

2.5. Registered Planholders List

As a convenience to contractors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at https://secure.procurenow.com/portal/leoncounty by simply clicking the Followers tab for each respective solicitation. A listing of the registered contractors with their contact information is designed to assist contractors in preparation of their responses.

2.6. Errors and Omissions

The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

2.7. Acceptance of County Terms

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

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3. SCOPE OF SERVICES

3.1. Scope of Work/Services

Leon County (COUNTY) provides countywide emergency medical transportation, some of which will qualify for the PEMT Program for Medicaid. The COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and regulations promulgated thereunder (HIPAA Regulations), all as have been and may be amended from time to time and as such, CONTRACTOR shall comply.

- A. CONTRACTOR activities shall comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Business Associate Agreement (BAA), attached hereto as Attachment C to the Scope of Work/Services of this RFP.
- B. CONTRACTOR shall consider all data provided as confidential information. CONTRACTOR shall not release any confidential information without prior written consent from the COUNTY.
- C. CONTRACTOR shall inform the COUNTY, according to HIPAA guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients.
- D. The CONTRACTOR shall be required to execute as written, the BAA, see Attachment A to the Scope of Work/Services of this RFP.

The COUNTY provides emergency medical transports to approximately 500 Fee for Service and 4,500 Managed Care Medicaid patients each year and requires a CONTRACTOR to complete the required paperwork for the COUNTY to participate in the PEMT Program. The CONTRACTOR shall complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), attached hereto as Attachment D of this RFP, as required for the COUNTY to participate in the Public Emergency Medical Transportation (PEMT) Program.

The PEMT program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

The CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with PEMT.

The CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports with ten (10) schedules to the Agency for Health Care Administration (AHCA), see Attachment D to the Scope of Work/Services of this RFP, and provide completed schedules and forms to the County with adequate time for submission to AHCA.

The CONTRACTOR shall have knowledge of the data and cost reporting principles specified in the Medicaid State Plan Amendment.

The CONTRACTOR shall have knowledge and experience in the completion of all ten (10) schedules, Attachment D to this RFP, as required by the PEMT Program and the knowledge and experience to assist the County with the MCO portion of the program.

The COUNTY will provide the CONTRACTOR with all of the required data needed to complete the schedules; however, the CONTRACTOR is responsible for accurate completion of the schedules.

CONTRACTOR shall be able to accept from the COUNTY, via electronic submission, all information using a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

If the completed cost report is rejected by AHCA, CONTRACTOR shall work with the COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline, which is typically end of November.

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CONTRACTOR agrees to receive compensation for PEMT services on a contingency fee basis. This compensation will be based on payments received by the COUNTY under the PEMT Program.

The CONTRACTOR shall respond to, and represent COUNTY on any AHCA or CMS audit, review and communication regarding any PEMT cost report prepared by the CONTRACTOR and delivered to AHCA on behalf of the COUNTY.

If, as a result of an audit by ACHA, a refund is required by the COUNTY, the CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.

3.2. Price Proposal

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

- A. Rate percent of revenues received under the PEMT Fee for Service (FFS) cost reporting program.
- B. Rate percent of revenues received under the PEMT Managed Care Organization program.

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4. SOLICITATION INSTRUCTIONS

4.1. Pre-Proposal Meeting

A Mandatory Pre-Proposal Meeting will be held on Thursday, September 15, 2022 at 11:00 am.

The Location is as follows: Leon County Purchasing Division

1800-3 North Blair Stone Road

Tallahassee, FL 32308

850-606-1600.

OR via Zoom: https://zoom.us/j/6401231880 from your browser

The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person or an audio conference at the County's discretion. Instructions for conferencing in will be provided as part of the public meeting notice, which will be posted on the website listed above for public meetings no less than 72 hours in advance of the Pre-Proposal Meeting. The Respondents will be instructed to submit all questions after the meeting to the Leon County e-Procurement website.

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the RFP, instructions for submitting Proposals, and other relevant issues. In the event that any discussions or questions at the Pre-Proposal Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the RFP, Leon County will issue a written summary of questions and answers or an addendum to this RFP as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County. The Respondents will be instructed to direct all questions after the meeting to Leon County e-Procurement website.

4.2. Submitting Questions

Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be sent through the County's online e-Procurement Portal at https://secure.procurenow.com/portal/leoncounty.

Each Bidder shall examine the solicitation documents carefully, including the forms and draft agreement; and, no later than the last day for questions listed in schedule of events, shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the bidder may discover in the solicitation, including the draft agreement. The County will prepare a written response to each written question, comment, and recommendation that is delivered to the County prior to the deadline listed in the schedule of events. The County's written responses will be issued in an addendum to this solicitation. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of bidders. Each bidder shall be deemed to have waived all questions, comments, and recommendations that are not submitted to the County in compliance with this section.

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4.3. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at https://secure.procurenow.com/portal/leoncounty. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those contractors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the contractor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

4.4. Proposal Deadline

Your Proposal prepared in response to this RFP must be received by the Purchasing Division via the County e-Procurement portal (https://secure.procurenow.com/portal/leoncounty) no later than the Opening Date (Thursday, September 22, 2022 at 2:00 pm), as identified in the Schedule of Events, to be considered.

4.5. Receipt and Opening of Contractor Responses

Contractor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: https://secure.procurenow.com/portal/leoncounty.

The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. Proposers will receive a timestamp for your records showing when the response was received electronically.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

4.6. Timely Delivery

It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Electronic submissions will not be allowed through the County's e-Procurement portal once the deadline has passed.

4.7. Preparation Costs

The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.

4.8. Reservation of Rights

The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. The County reserves the right to reject all proposals when it is in the best interest of the County.

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4.9. Award of RFP and Protest

The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at

https://secure.procurenow.com/portal/leoncounty for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The contractor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, contractors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Contractors are not to contact departments or divisions regarding the contractor complaint.

4.10. Performance Bond

A Combination Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution.

Payment and Performance Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Taliahassee, Florida.

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5. REQUIRED CERTIFICATIONS

5.1. Licenses and Certifications

The contractor shall be responsible for obtaining and maintaining throughout the contract period any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit a** copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

5.2. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

5.3. <u>Certification Regarding Debarment, Suspension, and Other Responsibility</u> Matters

The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

5.4. <u>Unauthorized Alien(s)</u>

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

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5.5. Employment Eligibility Verification

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this <u>Employment Eligibility Verification</u> provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

5.6. Local Preference in Purchasing and Contracting

- A. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of five percent.
 - Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson
 County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in
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- 3. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.
- B. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - 2. Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - 3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- C. Certification. Any contractor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a contractor meets the definition of a "local business."

5.7. Drug Free Workplace Requirements

All contractors in accordance with Florida Statute 287.087 must certify the following actions:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
- D. 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 response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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, or any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Contractor must confirm compliance with this requirement in the Required Submittals section of your response.

5.8. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

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For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

5.9. Scrutinized Company Certification

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

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6. SELECTION PROCESS

6.1. Evaluation Committee

The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings.

Notice of all meetings shall be posted on the Purchasing Division website at: https://secure.procurenow.com/portal/leoncounty and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

6.2. Ranking

Proposals will be ranked using the ordinal ranking process. First, each evaluator will score proposals based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria contained herein. Then each evaluator will utilize ordinal ranking to rank each proposal. These rankings will be averaged to determine the final ranking of proposals.

6.3. Award

Award shall be made to the responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to Leon County, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.

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7. EVALUATION CRITERIA

Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria Proposals will be evaluated and ranked on the basis of the following considerations:

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|--|----------------|----------------------|
| 1. | Experience / Qualifications / Background Each proposer shall submit a detailed statement of their experience, qualifications, and background for providing PEMT reporting services to eligible PEMT entities within the State of Florida. | 0-5 Points | 35 (35% of Total) |
| 2. | Project Approach / Understanding The proposer shall provide a detailed narrative description of its approach and methodology for implementing the PEMT program in the State of Florida and all the rules, regulations and requirements associated with the program including, but not limited to, the following: A. Overview of the project tasks to be performed. B. County resources which will be required to conduct the study. C. Timeline for performing the required services from start to completion. | 0-5 Paints | 30 (30% of Total) |
| 3. | Key Personnel and Operations The proposer shall provide: A. An Organizational Chart identifying the structure of firm. B. A list of the key personnel assigned to the project, along with a complete resume detailing their experience, education, expertise, qualifications and knowledge of the project. C. A description of the role of each staff member who will be responsible for handling and monitoring the Contract. D. Identification of projects of similar nature in which each staff member has been involved. | 0-5 Points | 15 (15% of Total) |

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| 4. | Price Proposal The proposer shall electronically submit the rate percent of revenues received under the PEMT Program in the Pricing Proposal table. Offers will receive up to the maximum points based upon the reasonableness of the rate percent and competitiveness of this rate percent with other offers received. | Points Based | 15 (15% of Total) |
|----|---|--------------|----------------------|
| 5. | Local Preference Points for Local Preference will be awarded as follows: A. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of five percent (five (5) points out of the 100 maximum points allowed); and | 0-5 Points | S (5% of Total) |
| | B. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of three percent (three (3) points out of the 100 maxlmum points allowed); and | | |
| | C. All other individuals or firms shall be given zero (0) points for Local Preference. | | |

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8. MINORITY, WOMEN, SMALL BUSINESS (MWSBE) ENTERPRISE

8.1. Overview for Projects Without a Specific MWSBE Goal

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: https://oevforbusiness.mwsbe.com.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the Respondent and Team Summary Form.

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9. INSURANCE REQUIREMENTS

9.1. Overview

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disgualified from award of the contract.

The awarded Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

9.2. General, Automobile, and Workers' Insurance

Contractor shall maintain limits no less than

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

<u>Workers' Compensation and Employers Liability</u>: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

9.3. Additional Required Insurance

<u>Professional Liability Insurance, including errors and omissions</u>: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

9.4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.5. Other Insurance Provisions

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

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General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- A. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance in respect to the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after written notice has been given to the County.

9.6. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

9.7. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

9.8. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

10. TERMS AND CONDITIONS

10.1. Standard Terms and Conditions

The terms and conditions associated with this solicitation are as set forth in the draft Agreement contained in the "Attachments" section of this solicitation. After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

10.2. Travel Expenses

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

10.3. Purchases By Other Public Agencies

With the consent and agreement of the successful contractor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

10.4. Penalties

PROPOSALS MAY BE REJECTED AND/OR BIDDER(S)/PROPOSERS DISQUALIFIED FOR THE FOLLOWING REASONS:

- A. Failure to perform according to contract provisions.
- B. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- C. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- D. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- E. Other reasons deemed appropriate by the Board of County Commissioners.

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

11. ETHICAL BUSINESS PRACTICES

11.1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

11.2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.3. Board Action

The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

12. SUBMITTALS

12.1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS* Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default. □ Please confirm *Response required 12.2. Human Trafficked Labor* I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes, Please confirm *Response required 12.3. Drug-Free Workplace Certification* As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Florida Statute 287.087. See section titled Drug-Free Workplace Requirements for details. If firm is awarded a contract, the firm will be required to sign a compliance statement. ☐ Please confirm: *Response required

12.4. Scrutinized Company Certification*

As required by Florida Statutes, section 287.135(5) I certify that the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

☐ Please confirm

*Response required

12.5. Performance Bond*

A Performance Bond will be required for this project of the awarded proposer. Please confirm.

☐ Please confirm

*Response required

12.6. Contractor Letter of Bondability*

Submit a Letter of Bondability that states your company in good standing with a surety and hase the capacity to bond 100% payment and performance for the amount of this project. The letter must be on Surety company letterhead.

Leon County Florida

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

*Response required

12.7. Proposal Response Cover Sheet with Signature*

Please ensure the document has a manual signature.

*Response required

12.8. RFP Response - Company Information Overview - Tab 1*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.

12.9. RFP Response - Relevant Experience - Tab 2*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- B. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- C. Names and descriptions of major projects for which the firm is presently under contract.
- D. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
 - 1. Name and location of the project
 - 2. The nature of the firm's responsibility on this project
 - 3. Project Owner's representative name, address and phone number
 - 4. Project user agency's representative name, address and phone number
 - 5. Date project was completed or is anticipated to be completed

Leon County Florida Page | 24

^{*}Response required

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

- 6. Fee for this project
- 7. Project manager and other key professionals involved and specify the role of each

12.10. RFP Response - Assigned Project Resources - Tab 3*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1. Name & title
 - 2. Job assignment for other projects
 - 3. Percentage of time to be assigned full time
 - 4. How many years with this firm
 - 5. How many years with other firms
 - 6. Experience
 - a. Types of projects
 - b. Size of projects (dollar value and SF of project)
 - c. What was the specific project involvement?
 - 7. Education
 - 8. Active registration
 - 9. Other experience and qualifications that are relevant to this project
 - 10. Note which projects were fast tracked
- B. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.

Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.

If a joint venture, indicate how the work will be distributed between the joint venture partners.

12.11. RFP Response - Project Approach - Tab 4*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Describe how you would approach this project, and outline the specific services to be provided.
- B. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.

Leon County Florida Page | 25

^{*}Response required

^{*}Response required

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

- C. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
- D. Describe how the team will implement project control systems for time, budget, and quality for this project.

12.12. Additional Forms to Fill Out and Submit - Tab 5*

Submit the items on the following list and any other items required by any section of this Request for Proposals . The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see <u>Attachments</u> for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

^{*}Response required

^{*}Response required

EXHIBIT A - SOLICITATION PAGE 28 OF 29

RFP Title: FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR EMERGENCY MEDICAL TRANSPORTATION (PEMT)

Proposal Number BC-2022-043

Opening Date: September 22, 2022, 2:00 pm

13. PRICING PROPOSAL

PRICE PROPOSAL

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

| Line Item | Description | | Percentage |
|-----------|--|---------|------------|
| 1 | Rate percent of revenues received under the PEMT Fee for Service (FFS) cost reporting program. | Percent | |
| 2 | Rate percent of revenues received under the PEMT Managed Care Organization program. | Percent | |

59G-6.035 Certified Public Expenditures Program for Emergency Transportation Services.

- (1) This rule applies to all publicly owned or operated emergency transportation services providers rendering Florida Medicaid emergency transportation services to recipients under the fee-for-service delivery system.
- (2) Providers must submit AHCA Form 5000-0035, May 2017, Emergency Medical Transportation Integrated Disclosure and Medicaid Report General Information, incorporated reference. and available Cost http://ahca.myflorida.com/Medicaid/Finance/finance/LIP-DSH/PEMT/index.shtml, and https://www.flrules.org/Gateway/reference.asp?No=Ref-08173, to the Agency for Health Care Administration (AHCA) annually, to be eligible to use certified public expenditure funds as state match in order to receive federal financial participation in accordance with the state's Supplemental Payment for Publicly Owned or Operated Emergency Medical Transportation Providers, SPA 2015-014, incorporated by reference, available at http://ahca.myflorida.com/Medicaid/Finance/LIP-DSH/PEMT/index.shtml, and at https://www.flrules.org/Gateway/reference.asp?No=Ref-08178. The form must be completed in accordance with AHCA Form 5000-0035A, May 2017, Emergency Medical Transportation Services Cost Report Instructions, incorporated by reference, and http://ahca.myflorida.com/Medicaid/Finance/finance/PEMT/index.shtml, available https://www.flrules.org/Gateway/reference.asp?No=Ref-08176.
- (3) Funds are appropriated from the Medical Care Trust Fund for the Certified Public Expenditures Program for Emergency Transportation Services and are supplemental to the reimbursement rates on the Florida Medicaid Emergency Transportation Services Fee Schedule, incorporated by reference in Rule 59G-4.002, F.A.C.
- (4) The Provider Reimbursement Manual CMS PUB. 15-1, April 5, 2012, is incorporated by reference, and available at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021929.html, and at http://www.flrules.org/Gateway/reference.asp?No=Ref-08256.
- (5) Title 2, Code of Federal Regulations (CFR), Subtitle A, Chapter II Part 200, December 19, 2014, is incorporated by reference, and available at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl, and at http://www.flrules.org/Gateway/reference.asp?No=Ref-08177.

Rulemaking Authority 409.919 FS. Law Implemented 409.908 FS. History-New 6-15-17.



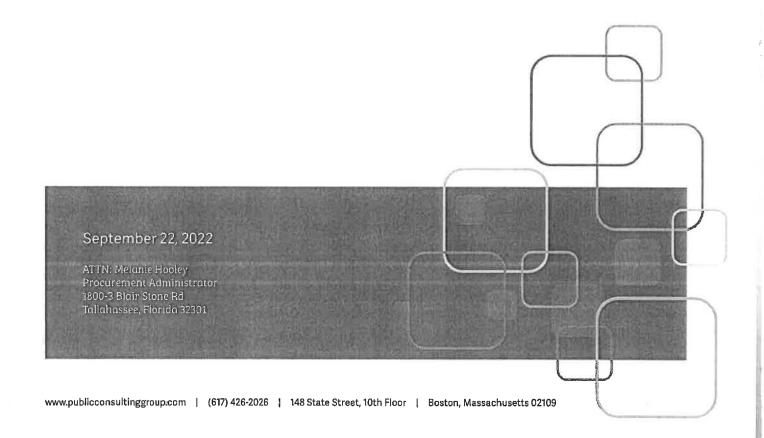


TECHNICAL PROPOSAL

Leon County Board of County Commissioners

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

RFP #; BC-2022-043



PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley Purchasing Director

Bill Proctor, Chairman Leon County Government

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Public Consulting Group LLC

| Kirm Name |
| (Authorized Representative) |
| Marc Staubley |
| (Printed or Typed Name) |
| ADDRESS | 148 State Street, 10th Floor, Boston, MA 02109-2589 |
| EMAIL ADDRESS | MStaubley@pcgus.com |
| TELEPHONE | (512) 287-4662 |
| FAX | (617) 426-4632 |

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated

Initials

Addendum #2 dated 🚅

Initials

Addendum #3 dated

Initials





COVER LETTER

September 22, 2022

Melanie Hooley Procurement Administrator 1800-3 Blair Stone Rd Tallahassee, FL 32308

Dear Mrs. Hooley,

Public Consulting Group LLC (PCG) is pleased to present this proposal to Leon County for the *Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT)* request for proposal (RFP). PCG hopes to be a trusted advisor to the County as you seek to maximize revenue for the County in line with the cost reporting procedures of the Agency for Health Care Administration.

For more than 35 years, PCG has been providing practical and cost-effective solutions that matter to public providers at the local, state, and Federal levels. We are uniquely qualified to perform all services identified in the RFP as we offer the following:

- ▶ PCG is the leader in EMS revenue maximization: As a firm dedicated to serving the public sector, PCG understands the fiscal challenges that the County faces in serving its community. We are confident that our team's knowledge, combined with our deep experience and highly successful approach, uniquely qualifies PCG to be the firm that will continue to help the County generate incremental revenue. PCG currently provides revenue enhancement services to more than 500 public EMS providers nationwide and has helped over 60 Florida EMS providers, including Leon County, realize more than \$190 million in revenue. PCG has developed a proven methodology to provide the most comprehensive set of consulting and cost reporting services for the PEMT program.
- ▶ PCG has a long-standing relationship with AHCA: PCG assisted the Florida Agency for Health Care Administration (AHCA) in the development of the Florida Managed Care program in 2019 and has continued to work closely with the State to refine the program's elements. PCG's strong and well-developed relationship with AHCA allows us to represent provider interests, including Leon County, and have a healthy dialogue regarding the current and future intricacies of the PEMT and Medicaid Manage Care programs. PCG will continue to work with AHCA on behalf of the County to ensure a successful experience and get expedited resolution when issues or questions arise.
- ▶ PCG provides unmatched value-added services: Through its full-service delivery model, PCG offers cost reporting expertise that optimizes revenue and reduces the administrative burden on EMS providers. PCG is the only vendor to offer an online EMS cost reporting system for the use of data aggregation, comprehensive compliance reviews, automated edits checks, and advanced reporting. The use of a system through these programs is vital to ensuring all potential reimbursement is captured and extensively reviewed. PCG will also provide the County with additional services aimed at increasing ambulance service revenues.

The principal **point of contact for this engagement is James Dachos**, he can be reached at jdachos@pcgus.com or (512) 287-4675 for clarification regarding our response. We greatly appreciate the opportunity to respond to this important initiative and look forward to your review of our proposal.

Marc Staubley

Sincerely,

Practice Area Director
Public Consulting Group LLC

QUESTIONNAIRE

EXHIBIT B - PROPOSAL PAGE 4 OF 70

Pass Fail

1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

| 2. Human Trafficked Labor* | Pass 🗐 Fail |
|--|------------------|
| I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes. | |
| ☑ Confirmed | |
| 3. Drug-Free Workplace Certification* | Pass 🗀 Fail |
| As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with E WORKPLACE Florida Statute 287.087. See section titled Drug-Free Workplace Requirements for details. If firm contract, the firm will be required to sign a compliance statement. | |
| ☑ Confirmed | |
| 4. Scrutinized Company Certification* | Pass () Fail |
| As required by Florida Statutes, section 287.135(5) I certify that the firm is not participating in a boycott of Israel, is Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petrole Sector List, and it does not have business operations in Cuba or Syria. | |
| ☑ Confirmed | |
| 5. Performance Bond* | 🗍 Pass 📋 Fail |
| A Performance Bond will be required for this project of the <u>awarded proposer</u> . Please confirm. | |
| ☑ Confirmed | |
| 6. Contractor Letter of Bondability* | Pass (Fail |
| Submit a Letter of Bondability that states your company in good standing with a surety and hase the capacity to be payment and performance for the amount of this project. The letter must be on Surety company letterhead. | ond 100% |
| 区 Leon_County_Letter_of_Bondibility.pdf | |
| 7. Proposal Response Cover Sheet with Signature* | Pass Fail |
| Please ensure the document has a manual signature. | |
| Leon County RFP Cover Sheet with Signature Final pdf | |
| 8. RFP Response - Company Information Overview - Tab 1* | ⊖ Pass ∫ Fail |
| Applicant is requested to provide the following information using the same numbering/lettering scheme as the form | nat below as one |

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.

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- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.

EXHIBIT B - PROPOSAL PAGE 5 OF 70

- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.

RFP Response - Company Information Overview - Tab 1 Leon County.pdf

9. RFP Response - Relevant Experience - Tab 2*

Pass | Fail

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- B. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- C. Names and descriptions of major projects for which the firm is presently under contract.
- D. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
 - 1. Name and location of the project
 - 2. The nature of the firm's responsibility on this project
 - 3. Project Owner's representative name, address and phone number
 - 4. Project user agency's representative name, address and phone number
 - 5. Date project was completed or is anticipated to be completed
 - 6. Fee for this project
 - 7. Project manager and other key professionals involved and specify the role of each

RFP Response - Relevant Experience - Tab 2 Leon County.pdf

10. RFP Response - Assigned Project Resources - Tab 3*

Pass Fail

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1. Name & title
 - 2. Job assignment for other projects
 - 3. Percentage of time to be assigned full time
 - 4. How many years with this firm
 - 5. How many years with other firms
 - 6. Experience
 - a. Types of projects
 - b. Size of projects (dollar value and SF of project)
 - c. What was the specific project involvement?
 - 7. Education
 - 8. Active registration
 - 9. Other experience and qualifications that are relevant to this project
 - 10. Note which projects were fast tracked
- B. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.

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Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff **EXHIBIT B - PROPOSAL** member.

PAGE 6 OF 70

If a joint venture, indicate how the work will be distributed between the joint venture partners.

RFP Response - Assigned Project Resources - Tab 3 Leon County.pdf

11. RFP Response - Project Approach - Tab 4*

Pass Fail

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Describe how you would approach this project, and outline the specific services to be provided.
- B. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.
- C. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
- D. Describe how the team will implement project control systems for time, budget, and quality for this project.

RFP Response - Project Approach - Tab 4 Leon County.pdf

12. Additional Forms to Fill Out and Submit - Tab 5*

Pass Fail

Submit the items on the following list and any other items required by any section of this Request for Proposals . The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see Attachments for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Respondent and Team Summary Form
- · Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- · Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- · Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

Leon County RFP Signed Forms Final.pdf

PRICE TABLES

EXHIBIT'B - PROPOSAL PAGE 7 OF 70

Price Proposal

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

| Line Item | Description | | Percentage | |
|-----------|--|---------|------------|--|
| 1 | Rate percent of revenues received under the PEMT Fee for Service (FFS) cost reporting program. | Percent | -3% | |
| 2 | Rate percent of revenues received under the PEMT Managed Care Organization program. | Percent | 3% | |



September 19, 2022

Board of County Commissioners Leon County, Florida

Re: Public Consulting Group LLC - Letter of Bondability – For Proposal Number BC-2022-043 Florida Certified Public Expenditure Program For Emergency Medical Transportation (PEMT)

Brown & Brown is the Surety Agent for Public Consulting Group LLC. We are pleased to have this opportunity to recommend Public Consulting Group LLC to you. We are familiar with the principals of Public Consulting Group LLC and highly value our relationship with them. Great American Insurance Company has been the Surety for Public Consulting Group LLC for many years. The surety bond program for Public Consulting Group LLC is currently in excess of \$15 million dollars and Great American Insurance Company is willing to write additional limits.

If a contract is awarded to Public Consulting Group LLC for the above captioned proposal, we will be pleased to work with them to arrange for the Performance and Payment bonds to guarantee the contract. Such Guarantee would be contingent upon the underwriter's satisfactory review of the contract documents and Public Consulting Group LLC continuing to satisfy underwriting considerations.

We feel very confident in the abilities of Public Consulting Group LLC and recommend them for any project that they wish to undertake.

Please feel free to contact me if you need any additional information.

Sincerely,

Michele L. Grogan, CPCO, AFSB, ARM

Attorney-In-Fact- Great American Insurance Company

612 486-3718

Shelly.Grogan@Bbrown.com

80 South 8th Street, Suite 700 Minneapolis, Minnesota 55402 HOrovan.com | NYSE: SRO

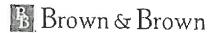




EXHIBIT B - PROPOSAL PAGE 9 OF 70



Additional Forms to Fill Out and Submit - Tab 5

RESPONDENT AND TEAM SUMMARY FORM

| RESPONDENT:_ | Public Consulting Group LLC | |
|----------------|-------------------------------|----------------------------------|
| SOLICITATION N | IUMBER: BC-2022-043 | DATE: September 21, 2022 |
| PROJECT TITLE | Florida Certified Public Expe | enditure Program For Leon County |

Complete the following Table identifying your firm or company and ALL subcontractors or subconsultants you anticipate utilizing for purposes of responding to this solicitation. **Both** sections of this form must be completed. Use additional pages if needed.

| Section A | RESPONDENT | IDENTIFICAT | TION | | | | | | | | | | | | |
|--|-------------------------|---------------------------------------|------------------|--------------|--------------------------|------------------|----------------------------------|-------------------|-----------------------|---------------------|------------------|----------------|-------------------|-----------------|---------------------|
| Respondent inlends to u firms and corresponding | | Vendors in conn | ection with this | proje | ect. | in th | e sp | oace | s pr | ovic | led l | oelo | w, li: | st th | e |
| | | | - | Ind | licat | Ea | ich | Org | aniz | atlo | t Be | st [ste | Desc d | crib | es |
| | | | | No MW | | C | Certified MWBE Non-Certifie MWBE | | Non-Cortified MWBE | | | | | | |
| Firm Name (Prime and Subcontractor(s) or Subconsultant(s)) | Vendor Phone & Email | Total Dollar Amount of Services | Scope of Work | Non-Minority | Certified Small Business | African American | Asian American | Hispanic American | Native American | Non-Minority Female | African American | Asian American | Hispanic American | Native American | Non-Minority Female |
| | | | | | | - | | | | | | | | | |
| | | | | | | | | | | PREVIOUS V. L. | | | | | |
| | | | | | | | | | | | | | | | |
| | TOTAL | | | | | | | | | | | | | | |

| Section B | ACKNOWLEDGEMENT (to b | be completed by the Respondent) | | | | |
|--------------------------------------|---------------------------------|---|--|--|--|--|
| I hereby certificorrect. | y that, as Respondent to this S | olicitation, that the information provided herein is true and | | | | |
| Public Con | sulting Group LLC | | | | | |
| Name of Bi | ddet/Respo∕id⊭nt | | | | | |
| Mur | Autha | September 21, 2022 | | | | |
| Signature | J. W. | Date | | | | |
| Marc Staubley Practice Area Director | | | | | | |
| Print Name | rint Name Title | | | | | |

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

| Company Names Public Consulting Group LLC | |
|--|---|
| Signature: Muse Hanbley | Title: Practice Area Director |
| | |
| STATE OF TEXAS COUNTY OF TRAVIS | |
| Sworn to and subscribed before me this 21 day of 50 | pt_202.2 |
| Personally known | Brenda Raminez NOTARY PUBLIC |
| OR Produced Identification TX DL | Notary Public - State of Texas |
| Texas Driver LICENSE | My commission expires: Sept 29.2025 |
| BRENDA RAMIREZ Notary ID #133363260 My Commission Expires September 29, 2025 | Brenda Rumirez Printed, typed, or stamped commissioned name of notary |

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- 1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- 2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:

Title:

Practice Area Director

Firm:

Public Consulting Group LLC

Address:

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

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug 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 under bid 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 bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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 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 the

Date

| following: (Checl | k one and sign in the space provided.) |
|--------------------------------------|---|
| X _{Th} | nis firm complies fully with the above requirements. |
| | nis firm does not have a drug free work place program at this time. |
| Marc | Haubley |
| Bidder's Signatui Practice Area D | |
| Title | |
| September 21, 2 | 2022 |

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

| Name: Public Consulting Group LLC | | |
|--|---------------------|--|
| Street Address: 148 State Street, 10th Floor | | |
| City, State, Zip: Boston, MA, 02109-2589 | | |
| Taxpayer ID Number: 04-2942913 | | |
| Telephone: (800) 210-6113 | Fax: (617) 426-4632 | |
| Trade Style Name: Public Consulting Group | | |

TYPE OF BUSINESS ORGANIZATION (check one)

| Sole Proprietorship | X | Limited Liability Company |
|---------------------------|---|---------------------------|
| General Partnership | | Joint Venture |
| Limited Partnership | | Trust |
| Corporation | | Other (specify) |
| Sub-chapter S Corporation | | |

| State of Incorporation: | Delaware | Date Established: | December 4, 1986 | |
|-------------------------|----------|--------------------|------------------|--|
| State of incorporation: | | Date Established:_ | 1,000 | |

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

| Name | Title | Telephone | E-Mail |
|---------------|------------------------|----------------|---------------------|
| Marc Staubley | Practice Area Director | (512) 417-2604 | mstaubley@pcgus.com |
| | | | |
| | | | |
| | | | |
| | | | |

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

| Primary Licensee: N/A | | | | | | | |
|--|-----------------|---------|--|--|--|--|--|
| License Type: N/A | | | | | | | |
| License Number: N/A Expiration Date: N/A | | | | | | | |
| Qualified Business License (certificate of | authority) numb | er: N/A | | | | | |
| Alternate Licensee: N/A | | | | | | | |
| License Type: N/A | | | | | | | |
| License Number: N/A Expiration Date: N/A | | | | | | | |

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

| BONDS Surety Company 1 | |
|------------------------|-----|
| Company Name | N/A |
| Contact-s Name | N/A |
| Telephone | N/A |
| Fax | N/A |
| Address | N/A |

Surety Company 2

| Company Name | N/A |
|----------------|-----|
| Contact's Name | N/A |
| Telephone | N/A |
| Fax | N/A |
| Address | N/A |

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, In any consideration which may give to and any action it may take with respect to this Proposal.
 The undersigned is authorized to make this Affidavit on behalf of,

| Public Consulting | | | |
|--------------------|--|--------------------------|---------------------|
| (Name of Corporati | on, Partnership, Indivi | dual, etc.) | |
| a Cor | sulting Firm | formed under the laws of | Delaware |
| (Type o | f Business) | | (State or Province) |
| of which he/she is | a Designated Repr (Sole Owner, partne | | |

- 3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
- 4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of sald proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Marc Staubley

AFFIANT'S NAME

Practice Area Director

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 21 Day of Sept., 2022

Or Produced Identification

Type of Identification Tx Driver license

BRENDA RAMIREZ Notary ID #133363260 My Commission Expires September 29, 2025

Personally Known

Brenda Ramire

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: Sept -29. 2025

| Present Amount of | Has your application for surety bond | During the past 2 years, have you been |
|-------------------|---|---|
| Bonding Coverage | ever been declined? | charged with a failure to meet the claims of |
| (\$): | | your subcontractors or suppliers? |
| | □ Yes □ No | □ Yes □ No |
| | (If yes, please provided detailed information on reverse) | (If yes, please provided detailed information on reverse) |

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

By: Marc Staubley, Practice Area Director

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

| with a rating of no less | /are the insurer(s) to be used for all required insurance (except Workers= Compensation) listed by Best //th a rating of no less than A:VII? | | |
|---|---|---|--|
| Ճ YES □ N | 0 | | |
| Commercial General Liability: | Indicate Best Rating: Indicate Best Financial Classification: | XV XV | |
| Business Auto: | Indicate Best Rating: | A+4 | |
| | Indicate Best Financial Classification: | XV | |
| Professional Liability: | Indicate Best Rating: | | |
| | Indicate Best Financial Classification: | XV: | |
| Ճ YES □ N | 0 | | |
| Indicate Best Rating: Indicate Best Financial | A++ | | |
| Indicate Best Rating: Indicate Best Financial | A++ Classification: XV | | |
| Indicate Best Rating: Indicate Best Financial | A++ Classification: XV | | |
| Indicate Best Rating: Indicate Best Financial If answer is NO, provid | A++ Classification: XV | (next page) as required for the service | |

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Please mark the appropriate box:

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

<u>Additional insured</u> (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

<u>Waiver of Subrogation</u> (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers: Compensation and Employer's Liability

<u>Thirty days advance written notice of cancellation to County</u> - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Coverage is in place □ Coverage will be placed, without exception □

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Michael L. Marotta

Typed or Printed

Date September 20, 2022

Title Governance, Risk & Compliance Officer

(Company Risk Manager or Manager with Risk Authority)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 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-year period preceding this been convicted of or had a civil judgement 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 statues 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 governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/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 proposal.

| 3) | No subcontract will be issued for this project to any party which is debarred or suspended from eligibility |
|----|---|
| | to receive faderally funding contracts. |
| 1 | Myre Stables |

Signature

Practice Area Director

Title

Public Consulting Group LLC

Contractor/Firm

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

Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the Issuance of the request for competitive bids or request for proposals by the County; and
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee;
 and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification.

Failure to provide the information requested will result in denial of certification as a local business.

| Business Name: Public Consulting Group LLC | |
|--|--|
| Current Local Address: 148 State Street ,10th Floor Boston, MA 02109 | 9-2589 Phone: (800) 210-6113 |
| | Fax: (617) 426-4632 |
| If the above address has been for less than six months, please provide the | e prior address. |
| | |
| Length of time at this address: | |
| Home Office Address: | Phone: |
| 11 | Fax: |
| Mare Klewkler | September 21, 2022 |
| Signature of Authorized Representative | Date |
| STATE OF TEXAS | |
| COUNTY OF Travis | |
| The foregoing instrument was a provided before me this 21 By Got of | Public Consulting Group, 416 |
| (Name of officer or Vient, title of officer or agent) | (Name of corporation acknowledging) |
| a Corporation, on behalf of the corpo (State or place of incorporation) | ration. He/she is personally known to me |
| or has produced To Drives license | as identification. |
| Br | enda Kamirez |
| particular de la constitución de | enda Kamire 2 |
| Notary ID #133363260 | Print, Type or Stamp Name of Notary |
| My Commission Expires September 29, 2025 | Title or Rank |
| 1 | 133363260 |
| | Serial Number, If Any |

Employment Eligibility Verification

- 1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- 2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- 3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (Including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- 4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this <u>Employment Eligibility Verification</u> provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

September 21, 2022

Date

BOARD OF COUNTY COMMISSIONERS LEON COUNTY SUBSTITUTE FORM W-9

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

DO NOT SEND TO IRS - SUBMIT FORM TO REQUESTING AGENCY

FCD 04/2016

MAIL COMPLETED FORM AND DOCUMENTS TO:

CLERK OF CIRCUIT COURT & COMPTROLLER LEON COUNTY 301 S. Monroe Street #100 Tallahassee FL32301

PLEASE REFER TO FORM W9 INSTRUCTIONS FOR MORE INFORMATION



| PART I: VENDOR INFORMATION | | | |
|---|--|------------------------------|--|
| 1 . Legal Business Name: (As it appears on the IRS Income Tax return IRS EIN 2 . If you use a DBA/Trade Name, please list below: | | | |
| records, CP575, 147C - or - Social Security Administration records, Social | , | | |
| Security Card, certified Form SSA7028) | | | |
| Public Consulting Group LLC | | | |
| 3. Entity Type (Check only one), | | | |
| Individual / Sole Proprietor or single-member LLC | Government (Local, State, Federal) | | |
| C Corporation | ☐ Tax-Exempt organization under IRC Section 501 C | | |
| S Corporation | Limited liability company. Enter tax classification (0 | | |
| Partnership | corporation, P=partnership | 2-001 postation, 5-2 | |
| ☐ Trust/estate | Comparation, 1—partitioning | | |
| 4. 1009 Reporting Services provided to the Board of County Commissioners Le | con County by yandar II not annileable skin: | | |
| ☐ Health care or medical service ☐ Royalties | | | |
| Legal or attorney services Other | | | |
| Rental of Real Property | | | |
| | | | |
| PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXI | PAYER IDENTIFICATION TYPE | | |
| 1. Enter your TIN here (DO NOT USE DASHES) | 0 4 2 9 4 | 2 9 1 3 | |
| 2. Taxpayer Identification Type (check appropriate box); | | | |
| Employer ID No. (EIN) Social Security No. (SSN) | N/A (Non United States Business Entity) | | |
| PART III: ADDRESS | | | |
| I. Address: | 2. Remittance Address, IF DIFFERENT; | | |
| Address Line #1 148 State Street, 10th Floor | Address Line #1 | | |
| Address Line #2 | Address Line #2 | | |
| | | | |
| Address Line #3 | Address Line #3 | | |
| City State Zip + 4 Code | City | State Zip + 4 Code | |
| Boston MA 02109-2589 | | | |
| PART IV: CERTIFICATION | | | |
| Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax payer identification no | umber for Lam waiting for a number to be known to me) | AND | |
| 2. I am not subject to backup withholding because: (a) I am exempt from I | | | |
| that I am subject to backup withholding as a result of a failure to report | t all interest or dividends, or (c) the IRS has notified me th | at I am no longer subject to | |
| backup withholding, AND 3. I am a U.S. Citizen or other U.S. person, | | | |
| | require your consent to any provision of this | | |
| document other than the certificati | ons required to avoid backup withholding | | |
| Printed Name | Printed Title | Telephone Number | |
| Marc Staubley | Practice Area Director | (512) 417-2604 | |
| Signature//// | Email | Date (mm/dd/yyyy) | |
| I'lle X Yullo | mstaubley@pcgus.com | 09/20/2022 | |
| PART V: DIRECT DEPOSIT (ACH) This is the County's preferred payment method | | | |
| Watning: The Roard of County Commissioners Lary County will not process lore | greational ACH Transactions (IAT) It any navment to you fr | om the County will | |
| Warning: The Board of County Commissioners Leon County will not process international ACH Transactions (IAT). If any payment to you from the County will ever result in an IAT under National Automated Clearing House Association (NACHA) operating rules or if you are not sure if the rules apply to you DO NOT FILL OUT THIS SECTION OF THE FORM, Please provide a copy of a voided check or letter from bank confirming information indicated above. | | | |
| | | | |
| Include a voided check or letter from financial institution if requesting ACH payments Type of Account Checking Savings | | | |
| I acknowledge the IAT yourning and authorize the Board of County Commissioners Leon County to Initiate direct deposit of Yunds to the working and financial institution indicated, and to recover funds deposited in error if necessary in | | | |
| Signature Compliance with ACHA regulations. Printed Name | | | |
| Way Mylow | Marc Staubley | | |
| | | | |
| PART VI: OFFICE USE ONLY OFFICIAL / POC USE ONLY | CLERK OF COURT FINANCE DEPARTMENT USE ONLY | | |
| BUSINESS UNIT DATE (mm/dd/yyyy) PHONE NO. | STATE OF THE PERSON OF THE ONLY | | |
| POC (Print name) PDC (nitials | | | |

Instructions for Completing this Form

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the Board of County Commissioners Leon County for goods and services. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the Board of County Commissioners Leon County is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the Board of County Commissioners Leon Count to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

PART I: VENDOR INFORMATION

- I. Legal Business Name Enter the legal name as registered with the IRS or Social Security Administration.
- 2. DBA/Trade Name Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
- 3. Entity Type Check ONE box which describes business entity.
- 4. 1099 Reporting Check the appropriate box that applies to the type of services being provided to the Board of County Commissioners Leon County. If the type of service is not specifically stated, then leave blank.

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

- 1. Taxpayer Identification Number Enter TIN with no dashes in the boxes provided
 - a. TIN is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
- 2. TIN Identification Type Mark the appropriate box for the TIN provided above.

PART III: ADDRESS

- 1. Address Where correspondence, payment(s), purchase order(s) or 1099s should be sent,
- 2. Remittance Address If different than Address
- 3. Zip Code and Phone Number The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "()" or "-" as part of the phone number.

PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the government official for which the vendor account is established.

Identifying information is required of the person signing the form.

PART V: DIRECT DEPOSIT (ACH) We request that you elect to receive payments from the Board of County Commissioners Leon County through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and you will need to resend the requested documents. Select the type of account being provided.

I Acknowledge Print name and sign to acknowledge the IAT warning and to authorize the Board of County Commissioners Leon County to initiate direct deposit of funds to your financial institution provided.

Privacy Act Notice Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information returns with the Internal Revenue Service.



RFP Response - Company Information Overview - Tab 1

EXHIBIT B

COMPANY OVERVIEW - TAB 1

A. Firm Name and Information

A. Firm name or Joint Venture, business address and office location, telephone number.

Firm Name: Public Consulting Group LLC (PCG)

Business Address: 148 State Street 10th Floor, Boston, MA 02109

Telephone Number: (800) 210-6113

B. Joint Venture Information

B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.

PCG will not be using joint venture.

C. Address of the Office to Perform the Work

C. Address of the office that is to perform the work.

The office that will be performing the work will be 816 Congress Ave. Unit 1110, Austin, TX 78701.

D. Federal Identification Tax Number

D. Federal Identification Tax Number or Social Security Number.

The Federal Identification Tax Number for PCG is 04-2942913

E. Firm History

E. The age of the firm, brief history, and average number of employees over the past five years.

Public Consulting Group LLC (PCG) is a privately held company that was founded in 1986 by its current President and CEO, William S. Mosakowski, PCG has been in operation for 36 years. PCG currently has more than 1,900 employees in over 35 offices. With over 2,000 contracts and operating throughout all 50 states, Canada, the European Union, and the United Kingdom, PCG is dedicated to delivering leading consulting approaches and technologies to public-sector clients.

F. Firm Information

F. Present size of firm, nature of services offered, and breakdown of staff by discipline.

PCG is a management consulting firm with more than 1,900 employees that primarily serves public-sector health, education, human services, and other state, county, and municipal government clients. Because PCG has dedicated itself almost exclusively to the public sector for over 36 years, the firm has developed a deep understanding of the legal and regulatory requirements and fiscal constraints that often dictate a

public agency's ability to meet the needs of the populations it serves. We have helped numerous public-sector organizations to maximize resources, make better management decisions using performance measurement techniques, improve business processes, improve Federal and State compliance, and improve client outcomes. PCG has four designated practice areas which each have a proven track record of achieving desired results for clients.

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

Our seasoned professionals work closely with agency leaders to achieve more effective and efficient business, human, and systematic processes by: Analyzing and assessing service needs; Evaluating and designing programs, services, and systems; Increasing program revenue; and Improving compliance with state and federal regulations. Our public-sector focus means we have a deep understanding of the challenges our clients face—from economic constraints to demographic shifts to regulatory changes—and what it takes to surmount them. For more than 36 years, we have helped our clients: Improve quality; Implement and improve technology solutions; Streamline business processes; Improve federal and state compliance; Maximize resources; Contain or cut costs; Make better management decisions; and Optimize client outcomes.

Multi-Disciplinary Structure

After operating as a Massachusetts corporation for over 36 years, Public Consulting Group, Inc. is now a Delaware limited liability company, and it is a subsidiary of Public Consulting Group Holdings, Inc. (PCG Holdings). PCG is managed through four designated practice areas, each of which is run by a Practice Area Director (PAD) who maintains responsibility, accountability, and authority for overall project

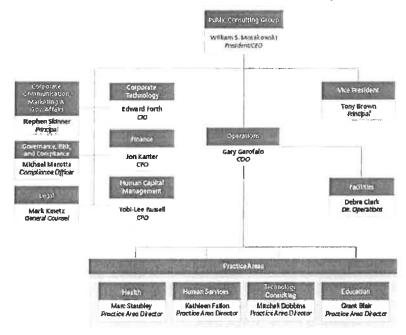


Figure 1.1 PCG's Organizational Chart.

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management, client relations, and business development. These practice areas are supported by a corporate infrastructure that includes various administrative departments. The organizational chart in Figure 1.1 above defines the structure of our corporation and the management team.

Health Practice Area

The PCG team that has and will hopefully continue to work with Leon County is part of PCG's Health practice area. PCG's Health practice offers in-depth programmatic knowledge and regulatory expertise to help state and municipal health agencies respond to regulatory change, improve access to health care, maximize program revenue, improve business processes, and achieve regulatory compliance. Using industry best practices, our Health team helps organizations deliver quality services with constrained resources to promote improved client outcomes. PCG is a recognized leader in health care reform and health benefits exchange consulting, and a leading provider of revenue enhancement, rate setting, cost settlement services, and health care expense management services. Currently, PCG has more than 250 active health contracts across 46 states, the United Kingdom, and Poland.

G. Professionals Allocated to Project

G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.

From PCG's more than 1,900 employees is a PCG team of experts that will support this project. All members of the PCG team have direct experience with EMS Medicaid reimbursement generally and the Florida PEMT program specifically. We will bring these resources to the full benefit for the Leon County PEMT cost reporting services. PCG believes that the strength, skills, and experience of our team set us apart from other vendors as no other vendor offers a more knowledgeable team with as much cost reporting and Medicaid experience.

Our cost report preparation and audit support will allow Leon County to generate maximum allowable revenue while mitigating audit risk. Through a full-service delivery model, we offer cost reporting expertise that optimizes revenue and reduces the administrative burden on EMS providers. We will provide full support to Leon County throughout AHCA's desk review process and provide supporting documentation to meet AHCA's requirements and expedite payments. Comprehensive reviews will be conducted of all cost report files, performing detailed analysis of billing reports to ensure that all allowable charges and payments are included in the calculation of the cost report. If AHCA and Leon County undergo a CMS program audit, PCG will support Leon County throughout all phases of the process. No other vendor has the programmatic and CMS auditing experience to successfully support Leon County through a Federal audit.

PCG brings a well-rounded team of financial and programmatic subject matter experts with a focus on EMS reimbursement programs. The experienced professionals from our revenue enhancement team have worked with thousands of state and local governmental entities and have successfully recovered hundreds of millions of dollars for clients. We have extensive experience with CMS cost reporting requirements. We are prepared to hit the ground running and provide Leon County with unmatched ambulance supplemental reimbursement services. With over 15 years of experience working with EMS agencies across the country and more than 36 years of experience working with state-operated facilities on Medicaid cost reports submission, we understand the operations and cost structures of EMS departments, which enables us to ensure that the CMS Medicaid cost survey is completed accurately and properly in accordance with Medicaid regulations. PCG will draw on a host of experts from around the country, along with our team of professionals based in our Austin, Texas office that will provide support. Leon County can rest assured that the project team for this engagement will be readily accessible. Your dedicated project team will maintain close contact with the county's officials throughout the lifecycle of this important engagement.

As you will see in our response, no other vendor provides a full dedicated team of experts to cost reporting than PCG. We have subject matter experts with decades of knowledge about FL PEMT. We have experienced staff that understand the intricacies of FL PEMT and bring a wealth of knowledge from other

states. We also have a dedicated data management staff that brings analytics and quality control to all aspects of the cost reporting process. PCG has worked with Leon County in completing the PEMT cost report since the program's inception starting with the FY16 PEMT cost report. In addition to the completion of the FY16 cost report, PCG has supported Leon County in State audits of the FY16 and FY17 PEMT cost reports, resulting in no findings from the State. With the knowledge and experience that PCG has from working in conjunction with AHCA to create and develop the Medicaid Managed Care (MCO) supplemental payment program we assisted Leon County to become eligible for the program, execute letters of agreement with all the MCOs in their region and track payments from each MCO to ensure that all payments were received through the programs.

By having a project director overseeing daily operations of the project, PCG will be able to promptly respond on behalf of Leon County to any AHCA requests that may arise. Additionally, the PCG team will be well-positioned to conduct ongoing meetings with Leon County, providing programmatic, desk review, and payment processing support related to the Public Emergency Medical Transportation Program. PCG offers an adept and experienced team with expertise specific to the implementation of PEMT Programs in Florida and across the country. We will dedicate our most seasoned staff to ensure that we meet and exceed Leon County's expectations for this scope of work. We firmly believe that the strength, skills, and experience of our team set us apart from other vendors.

The organizational table below provides an overview of the key members of the PCG team dedicated to this engagement, and their respective roles on the project. The managers, consultants, and operational staff on our project team have the technical skills necessary to support the cost report completion and desk review and audit support of the PEMT for Leon County. The project team is the most experienced collection of PEMT cost report preparers in the state of Florida. The proposed project team of six professionals is structured to maximize project leadership while balancing the wide array of subject matter expertise. James Dachos and Alissa Narode will serve as the Program Director and Project Manager, respectively, and will be responsible for the overall success of this engagement and ensure that adequate resources are allocated to the project. They will work closely with Client Lead, Luke Taffuri, and Lead Support Marc Massena, who will see that the day-to-day project activities are producing high quality and timely results. The remaining team members, Data Management and Operations Team Manager, Trish Altum, and DMOT Lead, Adriana Mendoza, of the Project Staff will leverage their experience working with Florida providers to analyze Leon County's data and generate a compliant cost report. The working hours of each of the professionals in the proposed project team are as follows:

| Name | PCG Title | Proposed Role | Working Hours Per Week During Peak |
|-----------------|-------------------------------------|------------------|---------------------------------------|
| James Dachos | Manager | Program Director | 20 Hours |
| Alissa Narode | Associate Manager | Project Manager | 40 Hours |
| Luke Taffuri | Senior Consultant | Client Lead | 40 Hours |
| Marc Massena | Business Analyst | Lead Support | 40 Hours |
| Trish Altum | Lead Business Operations Analyst | DMOT Manager | 20 Hours |
| Adriana Mendoza | Senior Operations Analyst | DMOT Lead | 40 Hours |

Figure 1.2 Work Hours per Week During Peak Cost Reporting

During the peak of PEMT cost reporting and MCO implementation our PCG staff are fully dedicated to supporting Leon County. We will be in constant communication as need to ensure we are meeting the needs of Leon County.

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RFP Response - Relevant Experience - Tab 2

RELEVANT EXPERIENCE-TAB 2

1. Joint Venture

A. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.

PCG will not be submitting this RFP as a joint venture.

2. Outside Consultant

B. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

PCG does not anticipate using outside consultants.

3. Name and Description of Major Projects

C. Names and descriptions of major projects for which the firm is presently under contract.

PCG has extensive cost reporting experience working with other local governmental entities for EMS supplemental payment programs. PCG brings an unmatched familiarity with the Florida PEMT program and established relationship with the Agency for Health Care Administration (AHCA), and the experience of being the national leader in Emergency Medical Service (EMS) revenue maximization projects.

Since 2006, PCG has been working with State Medicaid Agencies and the ambulance provider community to increase Medicaid reimbursement for EMS services. PCG assisted the State of Texas with the establishment of the first EMS Certified Public Expenditure (CPE) Program in the country; and subsequently supported the Commonwealth of Massachusetts in 2013 and State of Colorado in 2018 with the approval and implementation of EMS CPE Programs.

Other vendors or billing vendors that have subcontracted with PCG may claim they have the experience in PEMT cost reporting and MCO program development, but PCG is the only vendor with experience performing all the following services:

- > Developing EMS web-based reporting and certification tools used to receive Federal matching funds
- > Conducting annual training on cost reporting and certification requirements
- > Developing training materials, performing desk reviews and audits of provider cost reports
- > Conducting stakeholder meetings and soliciting buy-in from external publics
- Developing state plan amendments (SPA) and facilitating Centers for Medicare and Medicaid Services (CMS) approval of SPAs, and
- Performing intergovernmental transfer (IGT) and CPE calculations.

We draw on each of these strengths to continuously deepen our experience with Florida's program from cost reporting trends to nationwide best practices. Our Experience with the Program is Evidenced Through our Successful Florida Engagements. We are the lead vendor assisting Florida's EMS providers in program implementation and preparation of cost reports. Since the implementation of this program, with PCG supporting Florida's PEMT program, EMS providers working with us have realized more than \$190 million in additional revenues as of FY2020.

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

ORANGE COUNTY - ORANGE COUNTY FIRE RESCUE

Public Emergency Medical Transport Supplemental Payment Program Consultant Services / 2016 – Present

Scope and Description of Work Performed: PCG provides cost reporting consulting services to prepare their yearly supplemental payment cost report compliant with State and Federal regulation. PCG worked with Orange County support the implementation of a Medicaid Managed Care supplemental payment program and their participation in that program. PCG is supporting Orange County in the completion of their Medicare cost survey response as required by CMS. We meet constantly with the stakeholders at Orange County to communicate the impact of all these initiatives on their operation and how to use the data collected to their benefit. Over the years PCG has worked with Orange County, they have seen additional revenues of \$11.4 Million.

PALM BEACH COUNTY - PALM BEACH COUNTY FIRE RESCUE

Public Emergency Medical Transport Supplemental Payment Program Consultant Services / 2016 – Present

Scope and Description of Work Performed: PCG provides cost reporting consulting services to prepare their yearly supplemental payment cost report compliant with State and Federal regulation. PCG worked with Palm Beach County to support the implementation of a Medicaid Managed Care supplemental payment program and their participation in that program. We meet constantly with the stakeholders at Palm Beach County to communicate the impact of all these initiatives on their operation and how to use the data collected to their benefit. Over the years PCG has worked with Palm Beach County, they have seen additional revenues of \$14.9 Million.

MIAMI DADE COUNTY - MIAMI DADE FIRE RESCUE

Public Emergency Medical Transport Supplemental Payment Program Consultant Services / 2016 – Present

Scope and Description of Work Performed: PCG provides cost reporting consulting services to prepare their year supplemental payment cost report compliant with State and Federal regulation. PCG worked with Miami Dade support the implementation of a Medicaid Managed Care supplemental payment program. In addition, PCG worked with Miami Dade to become eligible for the CMS ET3 program geared to diverting patients from the ER. PCG is supporting Miami Dade in the completion of their Medicare cost survey response as required by CMS. We meet constantly with the stakeholders at Miami Dade to communicate the impact of all these initiatives on their operation and how to use the data collected to their benefit. Over the years PCG has worked with Miami-Dade they have seen additional revenues of \$43.5 Million.

CITY OF DALLAS - DALLAS FIRE-RESCUE DEPARTMENT

Ambulance Supplemental Payment Program Consultant Services / 2012 - Present

Scope and Description of Work Performed: PCG has worked with the Dallas Fire-Rescue Department (DFR) to design, gain approval for, and implement the Ambulance Supplemental Payment Program. PCG worked closely with DFR to identify 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations. PCG assisted in the development of a policy to identify eligible charity care to report on the cost report. PCG also worked with DFR to account for all department-wide costs and then allocate costs, either directly or through allocation methods, into EMS or fire cost centers. PCG worked with DFR to analyze the applicability of the Ambulance Supplemental Payment Program to Dallas and determined the appropriate upper limits and amount of potential Federal

revenue associated with this program. PCG also designed the cost report that will be the mechanism by which DFR receives the additional Federal revenue. PCG worked with DFR to provide HHSC with the materials necessary to approve Dallas as provider under the Ambulance Supplemental Payment Program. PCG supported DFR in all HHSC audits related to the ASPP Cost Report. PCG has worked with DFR to generate \$108.4 million in revenue from the cost reports over all of their cost reports submitted. Because of our comprehensive knowledge of their general ledger and Federal grants, PCG was able to provide value-added services during the pandemic to DFR by compiling their COVID expenditures for Provider Relief Funding Reporting to HRSA. PCG communicated the results for the cost report and related analysis to all stakeholders.

AREA METROPOLITAN AMBULANCE AUTHORITY - MEDSTAR (TARRANT COUNTY)

Ambulance Supplemental Payment Program Consultant Services / 2010 – Present

Scope and Description of Work Performed: PCG has worked with MedStar to design, gain approval for, and implement the Ambulance Supplemental Payment Program. PCG prepared a fiscal impact and organizational analysis to gain HHSC authorization of MedStar as an approved provider under the Ambulance Supplemental Payment Program. PCG assessed supplemental payment methodologies, determined reimbursement amounts, identified 2 CFR 225 eligible costs, and determined appropriate cost allocations as part of the preparation and submission of the annual cost reports. PCG assisted in the development of a policy to identify eligible charity care to report on the cost report. PCG has also continued to maintain the ASPP program and ensured compliance with Federal reimbursement limits and coordinate program funding and allocation. PCG has also drafted contract amendments for the State of Texas and CMS, as necessary. PCG supported MedStar in all HHSC audit requests to ensure compliance. In addition, PCG reviews charge, cost, and reimbursement data to ensure that payments are maximized as allowed by Federal law. PCG has worked with MedStar to generate \$19.9 million in revenue since 2010. PCG communicated the results for the cost report and related analysis to all stakeholders.

CITY OF HOUSTON - HOUSTON FIRE DEPARTMENT

Ambulance Supplemental Payment Program Consultant Services / 2010 - Present

Scope and Description of Work Performed: PCG has worked with the Houston Fire Department (HFD) to design, gain approval for, and implement an Ambulance Supplemental Payment Program for EMS related costs. PCG is working closely with HFD to identify 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations. PCG assisted in the development of a policy to identify eligible charity care to report on the cost report. PCG is also working with HFD to account for all department-wide costs and then allocate costs, either directly or through allocation methods, into EMS or fire cost centers. From there, PCG determines the amount of prehospital stabilization costs within fire operations related to first responders. PCG has assessed multiple supplemental payment methodologies, determining the amount of revenue under different methodologies, determining appropriate cost allocation methods, and preparing organizational analysis, fiscal impact study, and completing a cost report to present to HHSC to become an approved provider under an Ambulance supplemental payment program. PCG has continued to review cost, billing, and statistical data necessary to prepare and submit the annual cost reports. PCG has worked with HFD to generate \$156.3 million in revenue from the cost reports over all their cost reports submitted. Because of our comprehensive knowledge of their general ledger and federal grants, PCG was able to provide value-added services during the pandemic to DFR by compiling their COVID expenditures for Provider Relief Funding Reporting to HRSA. PCG communicated the results for the cost report and related analysis to all stakeholders.

BALTIMORE CITY -- BALTIMORE CITY FIRE DEPARTMENT

Emergency Service Transporter Supplemental Payment Program Consultant Services / 2019 - Present

Scope and Description of Work Performed: PCG worked with Baltimore City and other stakeholders to support and develop the Emergency Service Transporter Supplemental Payment Program (ESPP) supplemental payment program in the State of Maryland. This support involved working with the State to gain approval of the ESPP program for the State of Maryland. PCG worked with Baltimore City to complete the ESPP cost report and submit it to the State. The cost report effort helped to generate an additional

\$38.9 Million in revenue for the City. Additionally, PCG helped communicate to the City and the leadership the benefits of the program and any insights the completion of the cost report may reveal.

4.List Projects That Illustrate Experience of Firm and Current Staff

- D. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
- 1. Name and location of the project
- 2. The nature of the firm's responsibility on this project
- 3. Project Owner's representative name, address and phone number
- 4. Project user agency's representative name, address and phone number
- 5. Date project was completed or is anticipated to be completed
- 6. Fee for this project
- 7. Project manager and other key professionals involved and specify the role of each

| Miami | -Dade Fire Rescue |
|--|--|
| 1. Name and location of the project | Miami Dade Fire Rescue 9300 NW 41st. Street, Doral, Florida, 33178 |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. PCG worked with Miami Dade to become eligible for the CMS ET3 program geared to diverting patients from the ER. PCG is supporting Miami Dade in the completion of their Medicare cost survey response as required by CMS. |
| Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 |
| Project user agency's representative name, address, and phone number | Sonia Hurtado 9300 NW 41st. Street, Doral, Florida, 33178 786-331-4661 |
| 5. Date project was completed or is anticipated to be completed | 2016-Present |

EXHIBIT B - PROPOSAL PROPOSAL

| 6. Fee for this project | \$199,999 |
|---|---------------------------------------|
| | Alissa Narode- Program Manager |
| | James Dachos- Program Director |
| 7. Project manager and other key professionals involved and specify the | Luke Taffuri- Project Manager |
| role of each | Trish Altum- Data Management Manager |
| | Adriana Mendoza- Data Management Lead |
| | |

| Orange | County Fire Rescue |
|---|--|
| 1. Name and location of the project | Orange County Fire Rescue |
| | 6590 Amory Ct. Winter Park, FL 32792 |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. |
| | Luke Taffuri |
| 3. Project Owner's representative name, address, and phone number | 816 Congress Ave. Austin, TX 78701 |
| | 512-777-5481 |
| | Alex Morales |
| 4. Project user agency's representative | 6590 Amory Ct. Winter Park, FL 32792 |
| name, address, and phone number | 407-836-9015 |
| 5. Date project was completed or is anticipated to be completed | 2016-Present |
| 6. Fee for this project | \$193,000 |

7. Project manager and other key professionals involved and specify the role of each

Alissa Narode- Program Manager

James Dachos- Program Director

Luke Taffuri- Project Manager

Trish Altum- Data Management Manager

Adriana Mendoza- Data Management Lead

| Okaloosa County EMS | |
|--|--|
| 1. Name and location of the project | Okaloosa County EMS |
| | The location of this project is at 90 College Blvd. E, Niceville, FL 32578 |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. |
| Project Owner's representative name, address, and phone number | Luke Taffuri |
| | 816 Congress Ave. Austin, TX 78701 |
| | 512-777-5481 |
| 4. Project user agency's representative name, address, and phone number | Darrel Welborn |
| | 90 College Blvd. E Niceville, FL 32578 |
| | 850-651-7150 |
| 5. Date project was completed or is anticipated to be completed | 2017-Present |
| 6. Fee for this project | \$71,000 |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager |
| | James Dachos- Program Director |
| | Luke Taffuri- Project Manager |
| | Trish Altum- Data Management Manager |
| | Adriana Mendoza- Data Management Lead |
| | |

| Bay County EMS | |
|--|--|
| 1. Name and location of the project | Bay County EMS |
| | The location of this project is at 700 Highway 2300, Panama City, FL 32409 |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. |
| 3. Project Owner's representative name, address, and phone number | Luke Taffuri |
| | 816 Congress Ave. Austin, TX 78701 |
| | 512-777-5481 |
| 4. Project user agency's representative name, address, and phone number | Gayle Rogers |
| | 700 Highway 2300, Panama City, FL, 32409 |
| | 850-248-6079 |
| 5. Date project was completed or is anticipated to be completed | 2016-Present |
| 6. Fee for this project | \$34,000 |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager |
| | James Dachos- Program Director |
| | Luke Taffuri- Project Manager |
| | Trish Altum- Data Management Manager |
| | Adriana Mendoza- Data Management Lead |
| | |

| City of Tampa Fire Rescue | |
|-------------------------------------|--|
| 1. Name and location of the project | City of Tampa Fire Rescue The location of this project is at 808 E. Zach Street, Tampa, FL 33602 |

| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. | | | |
|--|--|--|--|--|
| Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 | | | |
| 4. Project user agency's representative name, address, and phone number | Barbara Tripp 808 E. Zach Street, Tampa, FL 33602 (813) 274-7517 | | | |
| 5. Date project was completed or is anticipated to be completed | 2016-Present | | | |
| 6. Fee for this project | \$248,000 | | | |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager James Dachos- Program Director Luke Taffuri- Project Manager Trish Altum- Data Management Manager Adriana Mendoza- Data Management Lead | | | |

| City of Fort Lauderdale Fire Rescue | | | | |
|--|--|--|--|--|
| 1. Name and location of the project | City of Fort Lauderdale Fire Rescue The location of this project is at 528 NW 2 nd Street, Fort Lauderdale, FL 33311 | | | |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. | | | |

| 3. Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 |
|--|--|
| Project user agency's representative name, address, and phone number | Paul Vanden Berge 528 NW 2 nd Street, Fort Lauderdale, FI 33311 (954) 828-6807 |
| 5. Date project was completed or is anticipated to be completed | 2016-Present |
| 6. Fee for this project | \$128,000 |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager James Dachos- Program Director Luke Taffuri- Project Manager Trish Altum- Data Management Manager Adriana Mendoza- Data Management Lead |

| Broward Sheriff's Office | | | | |
|--|--|--|--|--|
| 1. Name and location of the project | Broward Sheriff's Office The location of this project is at 2601 W. Broward Blvd, Fort Lauderdale, FL 33312 | | | |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. | | | |
| 3. Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 | | | |
| Project user agency's representative name, address, and phone number | Benjamin Rudbeck 2601 W. Broward Blvd. Fort Lauderdale, FL 33312 954-831-8200 | | | |

role of each

| 5. Date project was completed or is anticipated to be completed | 2016-Pi | |
|---|---------------------|--|
| 6. Fee for this project | \$300,00 | |
| 7. Project manager and other key | Alissa N James I | |

resent

00

Narode- Program Manager James Dachos- Program Director Luke Taffuri- Project Manager professionals involved and specify the Trish Altum- Data Management Manager Adriana Mendoza- Data Management Lead

| Sarasota County Fire Department | | | | |
|--|--|--|--|--|
| Name and location of the project | Sarasota County Fire Department The location of this project is at 1660 Ringling Blvd., Sarasota, FL 34236 | | | |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. | | | |
| 3. Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 | | | |
| 4. Project user agency's representative name, address, and phone number | Kristin Pate 1660 Ringling Blvd., Sarasota, FL 34236 (941) 861-5576 | | | |
| 5. Date project was completed or is anticipated to be completed | 2019-Present | | | |
| 6. Fee for this project | \$92,000 | | | |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager James Dachos- Program Director Luke Taffuri- Project Manager Trish Altum- Data Management Manager Adriana Mendoza- Data Management Lead | | | |

| Hillsborough County Fire Rescue | | | | | | |
|--|--|--|--|--|--|--|
| Name and location of the project | Hillsborough County Fire Rescue The location of this project is at 9450 E. Columbus Dr., Tampa, FL 33619 | | | | | |
| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group had performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support: | | | | | |
| 3. Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 | | | | | |
| Project user agency's representative name, address, and phone number | Terry Stever 9450 E Columbus Dr., Tampa, FL 33619 (813) 209-0099 | | | | | |
| 5. Date project was completed or is anticipated to be completed | 2016-Present | | | | | |
| 6. Fee for this project | \$179,000 | | | | | |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager James Dachos- Program Director Luke Taffuri- Project Manager Trish Altum- Data Management Manager Adriana Mendoza- Data Management Lead | | | | | |

Polk County EMS

1. Name and location of the project

Polk County EMS 1295 Brice Blvd., Bartow, FL 33830

| 2. The nature of the firm's responsibility on this project | The types of services that Public Consulting Group has performed have involved PEMT cost report compilation, Managed Care (MCO) supplement payment guidance, data analysis based on provider reported data, legislative support, and ongoing audit and compliance support. | | | | |
|--|--|--|--|--|--|
| Project Owner's representative name, address, and phone number | Luke Taffuri 816 Congress Ave. Austin, TX 78701 512-777-5481 | | | | |
| 4. Project user agency's representative name, address, and phone number | Holly Newton 1295 Brice Blvd., Bartow, FL, 33830 | | | | |
| 5. Date project was completed or is anticipated to be completed | 2016-Present | | | | |
| 6. Fee for this project | \$409,000 | | | | |
| 7. Project manager and other key professionals involved and specify the role of each | Alissa Narode- Program Manager James Dachos- Program Director Luke Taffuri- Project Manager Trish Altum- Data Management Manager Adriana Mendoza- Data Management Lead | | | | |



RFP Response - Assigned Project Resources - Tab 3

Assigned Project Resources-Tab 3

- A. Give brief resume of key persons to be assigned to the project including but, not limited to:
- 1. Name & title
- 2. Job assignment for other projects
- 3. Percentage of time to be assigned full time
- 4. How many years with this firm
- 5. How many years with other firms
- 6. Experience
 - a. Types of projects
 - b. Size of projects (dollar value and SF of project)
 - c. What was the specific project involvement?
- 7. Education
- 8. Active registration
- 9. Other experience and qualifications that are relevant to this project
- 10. Note which projects were fast tracked

From PCG's more than 1,900 employees, we have a team of experts that would support this project. All members of the PCG team have direct experience with EMS Medicaid reimbursement, Florida PEMT program specifically and working with Leon County. We will bring these resources to the full benefit of the Leon County PEMT cost reporting services. PCG believes that the strength, skills, and experience of our team set us apart from other vendors as no other vendor offers a more knowledgeable team with as much cost reporting and Medicaid experience. Other vendors may claim that they have similar experience, but they are unmatched to PCG.

None of the work our staff have done at PCG has been fast tracked. For all of our EMS projects we have highlighted the total dollar value of the project as how much additional federal revenue has been brought in to that state for the total number of providers we work with.

A. Staff Resumes

JAMES DACHOS

Manager at Public Consulting Group LLC

James Dachos has over 15 years of health care policy and program development experience. Mr. Dachos oversees a team of 75 staff and serves as the Director of our EMS product lines. Mr. Dachos has led PCG's Ambulance Supplemental Payment Program (ASPP) service offerings for over 10 years. He also manages PCG's Public Safety Consulting Services and Medicare Ground Ambulance Data Collection (MGADC) services. Mr. Dachos serves as the program director for 15 Ambulance Supplemental Payment Program initiatives across the country, including Texas, Florida, Washington, Colorado, Oregon, Oklahoma, Maryland, Missouri, Iowa, Illinois, California, Kentucky, Arkansas, New York, and District of Columbia. As the program director, Mr. Dachos is directly responsible for the development, design, implementation, cost reporting, and ongoing administration of EMS reimbursement programs. He currently oversees ambulance supplemental payment services for over 500 ambulance providers and statewide EMS consulting, cost collection, and auditing service on behalf of the State of Colorado.

Mr. Dachos has worked closely with state Medicaid departments to design, develop, and gain federal approval for cost-based EMS and school-based services (SBS) programs. In this capacity, he oversees our SBS teams supporting seven state SBS programs, including North Carolina, Wisconsin, Kansas, Arizona, Georgia, Nebraska, and Texas. He has worked with CMS on behalf of numerous states responding to requests for information pertaining to the State Plan Amendment and other related program components. He has also led comprehensive SBS and Local Health Jurisdiction (LHJ) assessments on behalf of state health departments.

Percentage of Time to be Assigned: 50% of time will be assigned How many Years with this Firm: 16 Years with PCG How many Years with other firms: 2 Years with other firm

RELEVANT PROJECT EXPERIENCE

Houston Fire Department, Dallas Fire-Rescue Department, MedStar (Tarrant County), Montgomery County Hospital District, Galveston County Health District, and San Antonio Fire Department (among over 60 active clients), State of Texas

Ambulance Supplemental Payment Program (August 2012 – Present): Program Director

Key Responsibilities: Contracted by multiple Texas providers to design, gain approval for, and implement the Ambulance Supplemental Payment Program (ASPP). Worked with TX Health and Human Services Commission (HHSC) to develop several programs in line with changing rules and regulations. The effort includes the re-establishment of Medicaid Fee-For-Service and Medicaid Managed Care provider funding sources. Prepared and submitted annual federal cost reports, supported providers through annual comprehensive auditing process (for fiscal years 2011-present).

Size in Dollars: \$678 Million

Oklahoma Ambulance Association (OKAMA), State of Oklahoma

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

Key Responsibilities: Contracted with OKAMA to establish the most appropriate and effective EMS Cost Recovery Program for the Oklahoma EMS provider community. Developed a provider assessment model and implementation plan for OK EMS providers. Responsible for designing, gaining state and federal approval, designing, and administering the program for all eligible participating EMS departments across the state of OK.

Size in Dollars: \$9.7 Million

Miami-Dade Fire Rescue, Orange County Fire Rescue Department, Hillsborough County Fire Rescue, Tampa Fire Rescue, Palm Beach County Fire Rescue (among over 70 active clients), State of Florida

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

Key Responsibilities: Contracted with over 70 State of Florida departments to design and implement the Public Emergency Medical Transportation (PEMT) program, including performing cost reporting and compliance reviews. Developed a Web-based cost reporting solution to facilitate cost reporting analysis and help ensure compliance. Worked with Florida Fire Chiefs Association (FFCA) and the Agency for Health Care Administration to establish a Medicaid Managed Care supplemental reimbursement funding source and support the administration of the program on behalf of FL EMS providers.

Size in Dollars: \$190 Million

Colorado Department of Health Care Policy and Financing (HCPF), State of Colorado

EMS Supplemental Reimbursement Initiative (December 2016 - Present): Program Director

Key Responsibilities: Contracted to design, implement and administer cost-based reimbursement program for public ambulance providers across the state of Colorado. Gained federal CMS approval and successfully implemented program on behalf of HCPF. Developed web-based cost report portal with prepayment audit controls. Provided annual training and ongoing help desk support to over 80 participating departments in the state.

Size in Dollars: \$105 Million

State of Washington - Over 80 EMS providers

Ground Emergency Medical Transport Program (July 2018 - Present): Program Director

Key Responsibilities: Contracted with 80 departments across the state of Washington to administer cost reporting and compliance services for the Ground Emergency Medical Transportation (GEMT) program. Developed Web-based cost reporting solution to support EMS providers through all aspects of the cost reporting process.

Size in Dollars: \$120 Million

State of Missouri - Over 30 EMS providers

EMS Cost Recovery Program (May 2018 - Present): Program Director

Key Responsibilities: Contracted with Missouri Ambulance Association (MAA) and over 30 eligible EMS providers to handle all aspects of the GEMT Program, including cost reporting, training, and audit support. Developed Web-based cost reporting solution to support EMS providers, which includes centralized data storage and automated reporting threshold checks.

Size in Dollars: \$7.8 Million

State of Oregon - Over 15 EMS Providers

Ground Emergency Medical Transport Program (June 2019 - Present): Program Director

Key Responsibilities: Contracted with over 15 departments across the state of Oregon to administer cost reporting and compliance services for the Ground Emergency Medical Transportation (GEMT) program. Developed Web-based cost reporting solution to support EMS providers through all aspects of the cost reporting process.

Size in Dollar: \$6.8 Million

State of Illinois - Over 15 EMS Providers

Ground Emergency Medical Transport Program (April 2019 - Present): Program Director

Key Responsibilities: Assisted Illinois Fire Chiefs Association with development of a GEMT program. Contracted with 15 departments across the state of Illinois to administer cost reporting and compliance services for the Ground Emergency Medical Transportation (GEMT) program. Developed Web-based cost reporting solution to support EMS providers through all aspects of the cost reporting process.

Size in Dollars: \$18.5 Million

State of Iowa - Over 30 EMS Providers

Ground Emergency Medical Transport Program (May 2019 – Present): Program Director

Key Responsibilities: Contracted with lowa EMS Association to implement a GEMT program. Contracted with over 30 agencies across the state of Illinois to administer cost reporting and compliance services for the GEMT. Developed Web-based cost reporting solution to support EMS providers through all aspects of the cost reporting process. Provided annual training and updates to participating providers. Serves as state liaison on behalf of clients.

Size in Dollars: \$8.6 Million

District of Columbia, Department of Health Care Finance, DC Fire and EMS

EMS Supplemental Payment Program (May 2019 - Present): Program Director

Key Responsibilities: Worked with DHCF to develop and gain CMS approval for EMS supplemental reimbursement program. Implemented program on behalf of DC FEMS. Provided cost reporting, charge master review, reimbursement modeling, and comprehensive audit support.

Size in Dollars: \$34 Million

Maryland Department of Health, Maryland Institute for Emergency Medical Services Systems, Baltimore City, Prince George's County, Anne Arundel County (among approximately 10 JEMSOPS)

Emergency Service Transporter Supplemental Payment Program (ESPP) (September 2019): Program Director

Key Responsibilities: Provided subject matter expertise and support to MDH in the establishment of an ESPP, in conjunction with MIEMSS. Designed program model and supported department through all

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phases of the CMS approval process. Delivered training and support to JEMSOPS throughout the program implementation process. Administered cost reporting and audit support for all clients. Size in Dollars: \$62 Million

State of California – Eight EMS Providers

Ground Emergency Medical Transport Program (January 2022 - Present): Program Director

Key Responsibilities: Contracted with California EMS providers to administer four cost reporting years, along with compliance and auditing services for the GEMT, retroactive to the FY2018 cost reporting year. Supported providers through all aspects of the data collection and revenue maximization effort, while maintaining the highest levels of compliance.

Colorado Department of Health Care Policy and Financing (HCPF), State of Colorado

School Health Services: School Based Cost Reporting and Cost Settlement (October 2010 - Present): Program Director

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

Arizona Health Care Cost Containment System (AHCCCS), State of Arizona

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

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

Department of Community Health (DCH), State of Georgia

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

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

Kansas Department of Health and Environment (DHE), State of Kansas

School Based Services Cost Reporting / Reconciliation Initiative (October 2010 – Present): Project Manager Key Responsibilities: Oversees team dedicated to Medicaid state-wide cost reporting and cost settlement operations. Serves as project manager responsible for client management, execution of contract deliverables, subject matter expertise, and the supervision of the processing of school-based cost reports under Medicaid State Plans. Enforces program compliance and revenue maximization. Developed and executed audit plan for annual school district monitoring. Overseas training efforts for school district staff on cost reporting procedures for web-based Medicaid cost reporting and claiming system.

Department of Health Services (DHS), State of Wisconsin

School Based Services Cost Reporting / Reconciliation Initiative (October 2010 - Present): Project Manager Key Responsibilities: Prepared responses to CMS' requests pertaining to School Based Services program methodology approval. Oversees team dedicated to Medicaid state-wide cost reporting and cost settlement operations. Serves as project manager responsible for client management, execution of contract

deliverables, subject matter expertise, and the supervision of the processing of school-based cost reports under Medicaid State Plan. Enforces program compliance and revenue maximization. Developed and

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executed audit plan for annual school district monitoring. Overseas training efforts for over 400 school districts on cost reporting procedures for web-based Medicaid cost reporting and claiming system.

Department of Health and Human Services, and 60 Local Education Agencies, State of North Carolina

School Based Services Cost Reporting (October 2015 - Present): Program Manager

Key Responsibilities: Oversees team supporting 60 LEAs across the state of NC. PCG team handles all aspects of annual cost reporting, including data analysis, development of cost report, comprehensive reviews, annual cost report reconciliation, and auditing.

Department of Social Services (DSS), State of Missouri

School Based Services Cost Reporting Initiative (December 2015 – March 2018): Project Manager Key Responsibilities: Project Manager responsible for identifying how the State of Missouri can maximize school-based Medicaid funding streams, while maintaining the utmost level of compliance. Team is contracted to review Missouri's current school district transportation reimbursement methodology and providing recommendations on how Missouri could maximize federal reimbursement. Additionally, is reviewing school-based clinic models around the country as an approach to maximize federal funding streams.

Health Care Authority (HCA), State of Washington

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

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

PROFESSIONAL BACKGROUND

Public Consulting Group LLC Boston, MA

December 2006 - Present

Watson Wyatt Worldwide Newton, MA

September 2004 - May 2006

EDUCATION

Clark University Worcester, MA Masters of Business Administration, 2011

Bates College Lewiston, MA Bachelor of Arts, 2004

ALISSA NARODE

Associate Manager at Public Consulting Group LLC

Alissa Narode is an Associate Manager based out of the Albany, New York office. Ms. Narode has extensive experience managing statewide projects and comprehensive knowledge on rate setting and rate study projects. Since joining PCG, Ms. Narode has supported and led several key initiatives. Ms. Narode serves as the Program Manager on the Florida Public Emergency Medical Transportation (PEMT) program working with over 60 providers on their Medicaid cost reports and is also the Project Manager for the Illinois, Iowa and Oklahoma Ground Emergency Medical Transportation (GEMT) programs where she oversees a team to assist multiple EMS providers in completing Medicaid cost reports. In addition, Ms. Narode serves as the Program Director for the Texas Ambulance Supplemental Payment Program (ASPP) and continues to

support multiple providers on completion of their Medicaid cost reports for EMS transportation services. For, the State of Illinois, Ms. Narode has conducted independent rate studies on Community Care Programs. For the New York State Department of Health School Supportive Health Services Program, Ms. Narode serves as one of the project managers and assists in reviewing completed Medicaid cost reports to identify possible reporting errors and works closely with Local Education Agencies (LEAs) to ensure that finalized reports are completed accurately and in compliance with all reporting requirements. In addition, Ms. Narode served as the project manager for the Wisconsin Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) rate setting project. Ms. Narode joined PCG with broad policy and healthcare experience including more than four years with the New York State Assembly Ways and Means Committee where she served as the Principal Health Budget Analyst. In her role with the New York State Assembly, Ms. Narode acquired extensive knowledge of the state budgeting process, health and public policy, working with data sets and completing research.

Percentage of Time to be Assigned: 100% of time will be assigned

How many Years with this Firm: 7 Years with PCG

How many Years with other firms: 4 Years with other job in NYS government

RELEVANT PROJECT EXPERIENCE

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

FL EMS (PEMT) Program (January 2017 - Present): Program Manager

Project: Oversee the completion of our over 60 providers Medicaid cost reports annually which includes obtaining data from the facilities in order to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Key Responsibilities: Manages the PEMT program on behalf of all our Florida providers. Works with the State of Florida's Agency for Health Care Administration (AHCA) and the Florida Fire Chiefs Association (FFCA) to support the PEMT program and assist in implementation of the Managed Care program. In addition, she facilitates ongoing support between the EMS providers and AHCA.

Size in Dollars: \$190 Million

Office for the Aging, State of New York

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

Project: Perform a brief review of the Area Agencies on Aging (AAAs) and Independent Living Centers (ILCs) professional staff activities related to implementing the NY Connects system and NYSOFA's existing cost allocation efforts and time study processes to ensure compliance with federal requirements. Review and assess NY Connects operations and direct administrative costs and advise NYSOFA, AAA, and ILC staff on how to distinguish between eligible and ineligible administrative activities. Develop a Federally compliant CAP for NYSOFA. Negotiate with State and Federal agencies responsible for approving the CAP and, if necessary, draft and negotiate MOUs with other state entities.

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

Department of Health, State of New York

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

Project: Implemented a cost-based reimbursement methodology for the school-based health services program known as SSHSP. Conducted financial trainings to assist the Local Education Agencies (LEAs) in completing an annual cost report. Provided support to school districts and counties in the completion of the fiscal year 2014 through 2020 Medicaid cost reports to identify the Medicaid allowable and non-allowable costs for school-based health services.

Key Responsibilities: Supports team in review of completed reports for accuracy and reasonability. Reviews all cost settlement claims for accuracy and supports a team that provides support to LEAs throughout the preparation and review of cost reports as well as conducts WebEx trainings to LEAs on how to complete cost reports.

Ambulance Supplemental Payment Program (ASPP), State of Texas

TX ASPP Program (April 2022 - Present): Program Manager

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

Key Responsibilities: Develop appropriate allocation methodologies and apply Federal cost determination rules to prepare annual cost reports. Support a team that provides comprehensive support throughout the State's desk review process. Provide policy development support and recommendations to enhance revenue with the introduction of a Charity Care. Maintain relationship with HHSC.

Size in Dollars: \$678 Million

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

IA GEMT Program (November 2019 - Present): Program Manager

Project: Oversees the project team and the completion of our providers Medicaid cost reports annually which includes obtaining data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Key Responsibilities: Oversees the GEMT program on behalf of all our lowa providers. Works with the State of Iowa's Department of Human Services (DHS) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and DHS.

Size in Dollars: \$8.6 Million

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

IL GEMT Program (October 2019 - Present): Program Manager

Project: Oversees the project team and the completion of our providers Medicaid cost reports annually which includes obtaining data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Key Responsibilities: Oversees the GEMT program on behalf of all our Illinois providers. Works with the State of Illinois Department of Healthcare and Family Services (HFS) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and HFS.

Size in Dollars: \$18.5 Million

Ground Emergency Medical Transportation (GEMT) Program, State of Oklahoma

OK GEMT Program (April 2022 - Present): Program Manager

Project: Oversees the project team and the completion of our providers Medicaid cost reports annually which includes obtaining data from the facilities to properly analyze charges, revenue, and expenditures. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers.

Key Responsibilities: Oversees the GEMT program on behalf of all our Oklahoma providers. Works with the State of Oklahoma Healthcare Authority (HCA) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and HCA.

Size in Dollars: \$9.7 Million

Department on Aging, State of Illinois

Rate Study for the Community Care Program (January 2018 - September 2019): Team Lead

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

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

EXHIBIT B - PROPOSA FOR COURT Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT RFP # BC-2022-043

Department of Health Services, State of Wisconsin

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

Project: Collaborated with Wisconsin DHS to implement a WIMCR reporting methodology which consolidates 12 Medicaid reimbursable programs into a single web-based financial report. Supported county-based providers in cost report completion within a web-based cost reporting tool. Drafted State Plan Amendment (SPA) language and supported the state in obtaining CMS program approval.

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

Department of Health, State of New York

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

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

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

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

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

in the cost reports. Provide comprehensive audit support to providers.

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

Department of Health Care Policy and Financing, State of Colorado

Pay for Performance Application Review (July 2016 - April 2019): Project Analysis and Support

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

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

Department of Health Services, State of Wisconsin

Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) Rate Setting

(October 2015 - July 2017): Project Manager

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

Key Responsibilities: Completed site visits of all non-tribal FQHCs in Wisconsin to discuss their organization, address their concerns and review compiled data. Conducted and presented extensive research relating to policy options, national best practices and state and federal requirements. Provided policy recommendations to the Department of Health Services and worked collaboratively to establish a September 22, 2022

EXHIBIT B - PROPOSAL FIGURE STORY Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) RFP # BC-2022-043

policy direction. Created an enhanced cost report for FQHCs to complete to establish new PPS rates. Reviewed cost reports and completed desk reviews for accuracy, completeness and to mitigate audit risk.

PROFESSIONAL BACKGROUND

Public Consulting Group LLC

Albany, NY

May 2015 - Present

New York State Assembly

Albany, NY

January 2012 - May 2015

EDUCATION

State University of New York at Binghamton

Binghamton, NY

Master of Public Administration, Health Policy Concentration, 2010

State University of New York at Cortland

Cortland, NY

Bachelor of Science, Athletic Training, 2006

LUKE TAFFURI

Senior Consultant at Public Consulting Group LLC

Luke Taffuri, a Senior Consultant in our Austin, Texas office, is engaged in numerous projects throughout the country that support EMS providers in revenue maximization, Cost reporting, and Analytics. Mr. Taffuri supports providers through multiple states including Texas, Florida, Oklahoma, Iowa, Oregon, and Washington in the cost report compilation and data analysis.

Percentage of Time to be Assigned: 100% of time will be assigned

How many Years with this Firm: 5 Years with PCG

How many Years with other firms: 0 Years with other firms

RELEVANT PROJECT EXPERIENCE

Florida EMS Providers, State of Florida

Florida EMS PEMT Program (July 2017 - Present): Project Manager

Project: Work with fire departments and ambulance providers to design, gain approval for, and implement the Public Emergency Medical Transportation (PEMT) Program, a federally approved program that provides additional reimbursement for governmental providers that serve Medicaid and Uninsured patients. Work on establishing Managed Care (MCO) supplemental payment programs. Currently manages all of the providers PCG supports in the State.

Key Responsibilities: Manage client interactions and data collection. Prepare the annual cost reports, data analysis, and provide comprehensive support throughout the State's desk reviews. Develop an MCO funding model and implementation methods for the state.

Size in Dollars: \$190 Million

Texas EMS Providers, State of Texas

Texas EMS ASPP Program (October 2017 – Present): Cost Report Compilation and Data Analysis **Project:** Work with fire departments and ambulance providers to design, gain approval for, and implement the Ambulance Supplemental Payment Program (ASPP), a federally approved program that provides additional reimbursement for governmental providers that serve Medicaid and Uninsured patients.

Key Responsibilities: Compile detailed documents in order to conduct data analysis and generate intuitive visualizations. Manage the preparation of annual cost reports and provide comprehensive support throughout the State's desk reviews. Develop an MCO funding model and implementation methods for the state.

September 22, 2022

EXHIBIT B - PROPOSA FACE COURTY Florida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) RFP # BC-2022-043

Size in Dollars: \$678 Million

Washington EMS Providers, State of Washington

Washington EMS Supplemental Payment Program (January 2018 – 2020): Cost Report Compilation and Data Analysis

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

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

Size in Dollars: \$120 Million

Oregon EMS Providers, State of Oregon

Oregon EMS Supplemental Payment Program (July 2019 – Present): Cost Report Compilation and Data Analysis

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

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

Size in Dollars: \$6.8 Million

Oklahoma EMS Providers, State of Oklahoma

Oklahoma EMS Supplemental Payment Program (September 2019 - Present): Project Manager

Project: Work with fire departments and ambulance providers to design, gain approval for, and implement the EMS Supplemental Payment Program, a federally approved program that provides additional reimbursement for governmental providers that serve Medicaid patients. Currently manages all of the providers PCG supports in the State.

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

Size in Dollars: \$9.7 Million

Iowa EMS Providers, State of Iowa

Iowa EMS Supplemental Payment Program (December 2019 - Present): Cost Report Compilation and Data Analysis

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

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

Size in Dollars: \$8.6 Million

PROFESSIONAL BACKGROUND

Public Consulting Group

Austin, TX

July 2017 - Present

EDUCATION

University of San Diego

San Diego, CA

Bachelors in Accountancy, Bachelors in Finance, 2017

MARC MASSENA

Business Analyst at Public Consulting Group LLC.

orida Certified Public Expenditure Program for Emergency Medical Transportation (PEMT) RFP # BC-2022-043

Mr. Marc Massena is a Business Analyst based in the Albany, New York office. Since joining PCG, Mr. Massena has supported several key initiatives. On behalf of the Wisconsin Department of Health Services, Mr. Massena works with county-based health service providers to ensure the accuracy and completeness of annual Medicaid cost reports. For the New York State Department of Health School Supportive Health Services Program, Mr. Massena reviews completed Medicaid cost reports to identify possible reporting errors and works closely with Local Education Agencies (LEAs) to ensure that finalized reports are completed accurately and in compliance with all reporting requirements. Mr. Massena also serves as project support on the Florida Public Emergency Medical Transportation Program project where he works with various data from clients and ensures all data is reported accurately to each client's cost report. Prior to joining PCG, Mr. Massena acquired his bachelor's degree in Human Biology from SUNY Empire State College. In addition, Mr. Massena worked as a Student Assistant at New York State Department of Health where he acquired data analysis, budget analysis, public policy and program coordination experience.

Percentage of Time to be Assigned: 100% of time will be assigned

How many Years with this Firm: 2 Years with PCG

How many Years with other firms: 2.5 Years with other job at NYS government

RELEVANT PROJECT EXPERIENCE

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

FL EMS (PEMT) Program (October 2020 - Present): Client Lead

Project: Serves as a client lead for multiple providers in completion of their PEMT Medicaid cost reports annually which includes obtaining data from the facilities in order to properly analyze charges, revenue, and expenditures.

Key Responsibilities: Completes a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provides comprehensive audit support to providers.

Size in Dollars: \$190 Million

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

IL GEMT Program (July 2021 - Present): Client Lead

Project: Serves as a client lead for multiple providers in completion of their GEMT Medicaid cost report. Complete a thorough review of all expenditures to ensure that all allowable costs were captured and reported in the cost reports. Provide comprehensive audit support to providers. Clients include La Salle Fire Rescue Department, South Elgin and Countryside Fire Protection District, East, Joliet Fire Department, O'Fallon Fire Rescue.

Key Responsibilities: Client lead for assigned Illinois providers. Supports the GEMT program on behalf of all our Illinois providers. Supports the project manager in working with the State of Illinois Department of Healthcare and Family Services (HFS) to support the GEMT program and assists in facilitating ongoing support between the EMS providers and HFS.

Size in Dollars: \$18.5 Million

Fire Department of New York (FDNY), City of New York

Emergency Medical Services Medicaid Supplemental Payment Project (October 2020 – Present): Project Support

Project: Partner with FDNY to design Ambulance Supplemental Payment Program and support program review and approval by New York State Department of Health (NYS DOH) and the Centers for Medicare and Medicaid Services (CMS). Conduct stakeholder engagement for multiple parties including FDNY, NYC Office of Management and Budget (OMB), Collect and review expenditure, billing, revenue, and Computer Aided Dispatch (CAD) data.

Key Responsibilities: As project support for this engagement, Mr. Massena has worked closely with all stakeholders to estimate the impact of an approved ASPP program in the State of New York. He has calculated the estimated average cost per transport for EMS services conducted by FDNY.

Department of Health Services, State of Wisconsin

Wisconsin Medicaid Cost Reporting (WIMCR) (September 2020 - Present): Project Support

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

Key Responsibilities: Works closely with county providers to assist in annual Medicaid cost report completion.

Department of Health, State of New York

School Supportive Health Services Program (SSHSP) (September 2020 – Present): SSHSP Support Project: Implemented a cost-based reimbursement methodology for the school-based health services program known as SSHSP. Conducted financial trainings to assist the Local Education Agencies (LEAs) in completing an annual cost report. Provided support to school districts and counties in the completion of the fiscal year 2017-18 Medicaid cost report to identify the Medicaid allowable and non-allowable costs for school-based health services.

Key Responsibilities: Reviews completed reports for accuracy and reasonability. Provides support to LEAs throughout the preparation and review of cost reports.

Department of Health, State of New York

1115 Medicaid Waiver Compliance (November 2020 - Present): Project Support

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

Office for the Aging, State of New York

Cost Allocation Consulting Services (September 2020 - Present): Project Manager

Project: Perform a brief review of the Area Agencies on Aging (AAAs) and Independent Living Centers (ILCs) professional staff activities related to implementing the NY Connects system and NYSOFA's existing cost allocation efforts and time study processes to ensure compliance with federal requirements. Review and assess NY Connects operations and direct administrative costs and advise NYSOFA, AAA and ILC staff on how to distinguish between eligible and ineligible administrative activities. Develop a federally compliant CAP for NYSOFA. Negotiate with state and federal agencies responsible for approving the CAP and, if necessary, draft and negotiate MOUs with other state entities.

Key Responsibilities: Manages the review of AAA and ILC documentation and operational/financial processes to inform the development of a federally compliant cost allocation plan for the NY Connects program. Manages the operation of a Random Moment Time Study (RMTS) for AAA and ILC staff time tracking. Serves as primary client contact and leads regular status calls and communications.

PROFESSIONAL BACKGROUND

Public Consulting Group Albany, NY

August 2020 - Present

State of New York Department of Health Albany, NY

September 2017 – August 2020

EDUCATION

State University of New York, Empire State College Saratoga Springs, NY Bachelor of Science, Human Biology, 2020

TRICIA ALTUM

Lead Business Operations Analyst at Public Consulting Group LLC

RFP # BC-2022-043

Ms. Altum stood up and leads the Data Management and Operations Team (DMOT) within PCG's Health Service Practice Area. The purpose of the DMOT is to provide operational support tasks and data management under a centralized team of data professionals for a broad portfolio of projects using a consistent set of tools and processes. Currently the DMOT supports cost reporting activities in the emergency medical services and school-based health services product lines for twelve states.

In her career, Ms. Altum has developed and refined processes, visualizations, models and tools for calculations central to projects across the Health practice area and championed the use of data visualization tools for internal analyses and client reporting. In addition to her work on specific calculations, she has supported business operations on the project or product line level by implementing file management, QC and documentation standards and developing and training project teams on templates and tools for data transformation, reporting and QC, culminating in the creation of the DMOT.

She has extensive experience in the area of health care financing, have worked in projects dealing with Medicaid upper payment limits (especially for physician services and ambulance services), behavioral health rate setting, DSH calculations and Medicaid and Medicare hospital cost reporting, and fiscal impact of rate or methodology changes for a variety of Medicaid and other state-funded programs.

Percentage of Time to be Assigned: 75% of time will be assigned

How many Years with this Firm: 10 Years with PCG

How many Years with other firms: 0 Years with other firms

RELEVANT PROJECT EXPERIENCE

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

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

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

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

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

Multiple Clients in the States of Texas, Florida, Washington, Oregon, Iowa, Missouri, Illinois, Maryland, California, and Oklahoma

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

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

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

Size in Dollars: \$1.4 Billion

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

Department of Assistive and Rehabilitative Services (DARS), State of Texas

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

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

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

Department of Health Services (DHS), State of Arkansas

Rate Setting Effort (September 2013 – August 2014): Operations Analyst

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

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

Department of Mental Health (DC DMH), District of Columbia

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

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

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

Department of Health Services (DHS), State of Wisconsin Department of Medical Assistance (DMA), State of North Carolina

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

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

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

PROFESSIONAL BACKGROUND

Public Consulting Group LLC

October 2012 - Present

EDUCATION

Middlebury College Middlebury, VT Bachelor of Arts in Chinese Literature and Language

SPECIAL SKILLS

Microsoft Office Suite (Word, Access, Excel, PowerPoint, Outlook)

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EXHIBIT &

Tableau Visual Analytic

ADRIANA MENDOZA

Senior Operations Analyst at Public Consulting Group LLC

Percentage of Time to be Assigned: 100% of time will be assigned

How many Years with this Firm: 4 Years with PCG

How many Years with other firms: 2 Years with other firms

RELEVANT PROJECT EXPERIENCE

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

Size in Dollars: \$223.9 Million

PROFESSIONAL BACKGROUND

Public Consulting Group LLC

October 2018 - Present

Health Informatics and Health IT Program - UT Austin, Austin, TX

July 2018

Scribe America, El Paso, TX

April 2016 - May 2018

EDUCATION

University of Texas at Austin – Red McCombs School of Business Health Informatics and Health Information Technology Certificate, 2018

Texas State University at San Marcos

Bachelor of Science in Biology, Minor in Chemistry, 2015

CERTIFICATIONS AND SPECIAL SKILLS

- MS Excel, Access, PowerPoint, Word
- Tableau
- Bilingual, Spanish
- Medical Terminology
- MySQL

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- R Studio
- HIPAA Certified

B. Project Organizational Chart

B. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.

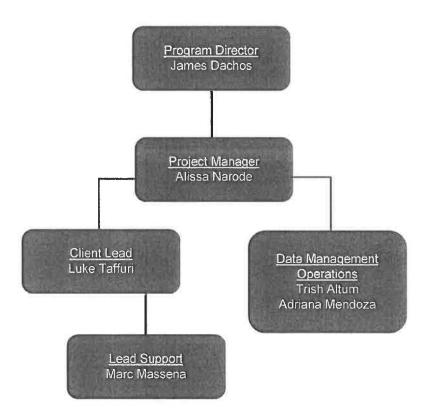


Figure 3.1: PCG Team Organizational Chart

As the resumes of the team indicate, PCG and the members of the proposed Leon County PEMT team have been involved with the PEMT program since inception. PCG and its staff worked with Leon County since the program started in 2016 and we know Leon's cost and data better than any other vendor. We have the established relationship with the Leon County staff and it would be our pleasure to continue our valued partnership.

Our key personnel as indicated in Figure 3.1 and their roles are described below.

James Dachos, Manager

Mr. Dachos has worked with EMS and Medicaid reimbursement for 15 years. He worked in Florida with the PEMT program as Program Director since the start of the program in 2016. Within Florida he manages over 60 contracts with departments across Florida to consult on program design, implementation, cost reporting, and compliance for PEMT. Other EMS reimbursement related work includes Texas Health and Human Services Commission, where he worked to develop the very first EMS supplemental reimbursement

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program in the country and oversees cost reporting operation for over 45 EMS providers in the state; the Oklahoman Ambulance Association (OKAMA), EMS Cost Recovery Program, where he designed and administered the most appropriate, effective EMS Cost Recovery Program for providers across the state. In addition, he manages our cost recovery work in Washington, which spans over 80 clients, and oversaw their successful implementation of the program in 2018. For this project Mr. Dachos will serve as the Program Director overseeing the PEMT program in Leon County.

Alissa Narode, Associate Manager

Ms. Narode has worked with EMS and Medicaid reimbursement for over six years. She has worked in Florida on the PEMT program since 2017. She has worked as a Client Lead where she prepared the Medicaid cost report on the behalf of numerous providers and then transitioned to the role of Project Manager for Florida EMS where she manages the development, design, implementation, cost reporting, and ongoing administration of the PEMT and MCO program in Florida. Ms. Narode will be the Project Manager for Leon County's PEMT and MCO program, utilizing her prior experience working with AHCA and the PEMT program to maximize Leon County's reimbursement opportunity.

Luke Taffuri, Senior Consultant

Mr. Taffuri has worked with EMS and Medicaid reimbursement for five years. He has worked in Florida as a Client Lead since 2017. Mr. Taffuri works with multiple providers, to prepare the annual cost reports, performs data analysis, and provide comprehensive support throughout the State's desk reviews. Mr. Taffuri also assists Ms. Narode in managing the FL program and working with AHCA on the development of the MCO model every year. Mr. Taffuri will serve as the dedicated Client Lead on this engagement, he will utilize his prior experience with completing PEMT cost reports, to compile data and complete the cost report for Leon County.

Marc Massena, Business Analyst

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

Trish Altum, Lead Business Operations Analyst

Ms. Altum has worked with Medicaid and EMS reimbursement for over 10 years. Currently she develops and supports Tableau-based visualization for internal analysis and cost reporting for all the states we work in, including Florida. As well delivers training to staff in using Tableau-based analytic tools and developing ad hoc visualizations. In addition, she works with individual EMS providers to assist in the completion of cost reports, supports team members through data processing/file transformation, project management, planning, organization, and general data analysis. Ms. Altum will serve as the Data Manager on this project. Providing Leon County with year over year analyses and state-wide data comparisons.

Adriana Mendoza, Senior Operations Analyst

Ms. Mendoza has worked with Medicaid and EMS reimbursement for over four years. Currently, Adriana is the Data Lead in Florida overseeing a team of data analysts that assist with analyzing and categorizing the PEMT data, including Leon County's. She coordinates communication between the Data and Cost reporting team and will serve as the Data lead on this project.

Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.

| Name | PCG Title | Proposed Role | Number of Days Worked |
|--------------------|-------------------------------------|------------------|--|
| James Dachos | Manager | Program Director | (260 working days at 50%) 130 Days |
| Alissa Narode | Associate Manager | Program Manager | (260 working days at 100%) 260 Days |
| Luke Taffuri | Senior Consultant | Project Manager | (260 working days at 100%) 260 Days |
| Marc Massena | Business Analyst | Client Lead | (260 working days at 100%) 260 days |
| Trish Altum | Lead Business Operations Analyst | DMOT Manager | (260 working days at 75%) 195 days |
| Adriana Mendoza | Senior Operations Analyst | DMOT Lead | (260 working days at 100%) 260 days |

Figure 3.2: Assigned PCG Staff Chart.

Our staff are dedicated to providing Leon County with the best PEMT services and while we indicated above what we estimate the days worked to be, PCG works every day to ensure that our clients in Florida are staying compliant with their cost reports and audits, that the MCO program runs smoothly and that we lobby for additional funding for the PEMT and MCO programs annually so that the program continues to be sustainable.

If a joint venture, indicate how the work will be distributed between the joint venture partners.

PCG will not be working on this project as a joint venture. We have provided quality PEMT services to Leon County since 2016 as the sole vendor and will continue to do so if awarded this work.



RFP Response - Project Approach -Tab 4

PROJECT APPROACH-TAB 4

A. Project Approach and Services

A. Describe how you would approach this project and outline the specific services to be provided.

PCG's Proven Methodology

We have a complete understanding of the requirements outlined in the request for proposal. Our approach to this work is described below. This approach is based not only on our successful implementation with other PEMT projects including with Leon County, but also on our process improvement analysis of our past PEMT work. PCG has an intimate knowledge of Leon County's data from working with that information over the past six years on the PEMT cost report. Through the years we have developed a strong working relationship with Chief Chad Abrams and Tim Carlson and have a thorough understanding of the data the County

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

has. No other firm or firm's employees have the level of understanding that we do with Leon County and the PEMT and MCO programs. Our strategy and processes have been developed to maximize the benefits of the PEMT program, while maintaining the highest quality of work. This is clear in the over \$190 million PCG's work has generated for our Florida providers and the over \$3.4 million already generated for Leon County through the PEMT and MCO programs. PCG has also supported Leon County through the initial FY16 and FY17 PEMT state audits and there were no audit findings found.

Phase 1: Project Kickoff and Implementation

PCG has already worked with the Leon County for the last six years and in doing so, we already have our established County contacts and understand their meeting preferences. Every year we like to provide an overview of the PEMT and MCO programs to see if the County has any questions and to notify the County of any changes to the program or process of submission. In staying with PCG there would be no difficulties in transitioning the project or getting a new vendor up to speed as we already know every aspect of Leon County's data and operation.

We will provide a data request to the County to begin the process of completing the cost report. The items listed below are specific to the County based on our years of working with them and knowing what data is necessary:

- Provider-specific identifier numbers;
- Square Footage
- Expenditures for the provider:
- ▶ Employee data;
- Federal funds and other reductions (if applicable for that year);
- Provider revenue received;
- Depreciation detail; and
- ▶ Billing data.

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

Phase 2: Cost Report Preparation

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This phase will focus on the preparation of the annual cost report as well as any necessary supporting documentation to allow the County to receive supplemental payments. During this phase, we continually document processes and identify strengths, weaknesses, and mitigating controls, proactively offering recommendations for strengthening compliance, especially in relation to Chapter 401 of the Florida Statutes. We will leverage our knowledge of State and Federal Medicaid billing and reimbursement requirements to make recommendations to the County if we see any anomalies compared to prior years data. Additionally, our staff constantly reviews regulations and legislation at both the State and Federal levels to ensure its claiming practices are current. Our legal and regulatory staff reviews the Office of Inspector General (OIG), CMS, and other audits throughout the nation, some of which result in policy modifications. For example, we recently reviewed the CMCS Informational Bulletin in detail which addresses Medicaid supplemental payment programs for Emergency Medical Transportation providers. Following this guidance, PCG will continue to ensure that all of their providers, including Leon County are adhering to the latest guidance and that their cost report is mitigated for risk.

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

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

These items are further outlined below:

Collect Provider Information

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

PCG will take necessary steps to:

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

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

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

Review Provider Information

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

Our web-based cost reporting tool is an invaluable resource in performing data validation in real-time, as data are collected. Immediately upon entry, our team will be able to identify variances and discuss their acceptance with the County. We can change the allowable variance limits to be aligned with updated guidance from AHCA or County preferences. The web-based tool also allows the team to give the County feedback on how their expenses compare to other providers for benchmarking purposes. Leon County also has access to the tool, so there is full transparency in what data is being input into our tool and Leon County can review their data

from current and previous years in a much easier format. The paragraphs below describe this process and further benefits of using this tool.



Figure 4.1: PCG's Web-Based Cost Reporting Tool.

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

PCG will communicate with the County throughout the data review process with status updates and will clarify any questions regarding the data during status meetings. The cost reporting work will focus on compliance and audit risk minimization, ensuring that all included costs meet OMB SuperCircular (2 CFR Part 200) requirements and are sufficiently accounted for in auditable financials. After the data are reviewed, we will provide the County with a decision summary for sign off before beginning cost report preparation. During this phase, we will draw on our access to and history with other Florida providers, as well as our established relationship with AHCA, to provide guidance on necessary determinations such as allowable and shared costs.

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

Our tool, combined with our book of Florida clients, allows us to provide the County with blinded benchmark data. PCG can provide the County with an analysis every year see how their cost per transport compares to departments of similar size or with a comparable call volume. No other vendor can provide that detail for you as PCG works with over 70% of the providers participating in the FL PEMT program. In addition, because PCG already every year of Leon County's data, it allows us to provide year-over-year trend analysis and immediate verification of any variances.

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

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

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

Phase 3: Cost Report Submission and Desk Review

We accept the full administrative burden of cost report preparation and will ensure that County staff is closely involved in the cost report review process before submission to AHCA. We will work towards establishing protocols and processes that the County can easily replicate in generating the information that will ultimately result in the transfer of funds from AHCA.

Prepare Cost Report Submission Package

We will complete all ten (10) schedules outlined in the Emergency Medicaid Transportation Integrated Disclosure and Medicaid Cost Report in compliance with the format provided by AHCA. This includes using the web-based tool described above to complete the required schedule. In addition, PCG will attend the annual Myers & Stauffer training on the County's behalf to ensure that the County's report is up to date with all reporting requirements.

Review Cost Report to Identify and Address Audit Risk

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

Submit Completed Cost Report Package to AHCA

We will supply the County with a cost report submission package that includes the completed cost report, supporting documentation of financials, and any additional documentation requested by AHCA. In addition, we will provide the County with an in-depth final report review before submission. This ensures all stakeholders and the individual certifying the report sign off on the cost report before submission. After the report is approved by the County, we will provide instructions for submission. This submission process involves uploading both the signed cost report and the supporting documentation to the State's contracted auditor Myers & Stauffer's web portal. PCG will upload each component of the supporting documentation into the appropriate section of the portal and confirm the submission with Myers & Stauffer.

Address Feedback of AHCA Review of Cost Report

AHCA's questions and findings will be addressed during the desk review process. This includes drafting responses, providing supporting documentation and conducting comprehensive billing reconciliations should there be questions regarding the billing data. Leveraging a close working relationship with ACHA, we will be able to assist the County in swiftly resolving any issues that may arise during ACHA's review of the cost

report. We will also be responsible for providing supporting documentation, drafting responses, and undertaking financial accountability during a potential federal audit. We build and maintain a strong collection of supporting files that is well organized and readily accessible in the event of an audit.

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

Phase 4: Ongoing Support

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

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

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

PCG has supported Leon County on their FY16 and FY17 audits already, resulting in no findings throughout the process for those two years. PCG works with AHCA's auditing vendor Myers & Stauffer in multiple states and has more experience than any other vendor with PEMT audits. We understand and can anticipate what types of questions they will ask and can ensure that the cost report submitted for Leon County is audit proof.

PCG's Medicaid humaged Care Organization Program Support

PCG is prepared to continue to support Leon County with the Medicaid Managed care program. Leon County will be receiving an additional \$1.8 million this Fall as part of the Year 3 MCO program. PCG is the only vendor that has supported, and continues to support, the Florida Medicaid agency in the development and continuity of a Medicaid Managed Care Organization (MCO) reimbursement program. PCG worked closely with the FFCA and the State Medicaid agency to achieve CMS approval for an MCO supplemental payment program for the first three years of the MCO program. Leon County will need to continue to participate in the PEMT program to ensure eligibility in the MCO program and PCG can assist Leon County through continued operations of the MCO program if any issues arise.

Continue to Support Leon County in Requirements to Participate in the MCO Program

Since PCG has assisted in approval and implementation of the MCO program, PCG is fully prepared to support Leon County with any legal or fiscal requirements to participate and ensure Leon County meets all compliance standards with any managed care reporting requirements. PCG knows the requirements of the program:

- Meet the definition of a government-owned ambulance provider consistent with the PEMT program requirements
- Participate in the prior-year PEMT program, for Year Five of the MCO program this means FY 2021-2022
- ▶ Have an active NPI number
- Receive authorization to provide Intergovernmental Transfer (IGT) from governing body
- Contract with all Medicaid MCOs within your region by signing a Letter of Agreement (LOA)

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PCG will continue to support Leon County in the future when the LOAs expire, and they need to be signed again.

Monitor Claims and Cash Flows

PCG is ready to assist Leon County in monitoring claims and cash flows to ensure all MCO payments have been made. PCG's approach will be twofold: we will work with Leon County's billing vendor to pull a claims extract to ensure that Leon County's MCO paid transports are being accurately reported in the MCO model that AHCA develops, and we will work with AHCA to ensure that we appropriately identify any discrepancies between their Medicaid data and the County's.

Assist with Reconciliation of Payments

PCG will work with AHCA and Leon County's billing vendor to track the MCO payments to ensure that all payments are paid in the amounts calculated by AHCA and that they are received in a timely manner. PCG will also assist AHCA in review of any annual payment reconciliation if it is determined that the trips in the MCO model were either under or over reported with the current fiscal year. PCG is the only vendor with an established relationship with AHCA as PCG develops the model annually that is used for the MCO program.

Review MCO Model Annually and Provide Recommendations to AHCA

PCG has already provided Leon County with the projections for Year Four of the MCO program and along with the other providers they work with, has provided email notifications and in-person and web-based informational sessions so that our providers have the most up-to-date information on the program. This includes providing projections and models to help Leon County evaluate program options. PCG assists AHCA in providing the MCO projection model and can assist Leon County in determining how much money will need to be set aside each year for Intergovernmental Transfer (IGT).

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

B. Project Approach and Services

B. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.

The Florida PEMT Cost Reporting process is cyclical in nature. *Figure 4.2* below outlines the overarching milestones of each cost report cycle over the project's life span. Because we have worked with Leon County over the last six years, we kept our timeline consistent with prior years as we know if awarded the work, we will be able to quickly have our project kickoff and start to collect the data. **PCG knows the deadline for the FY22 PEMT cost report is fast approaching and by continuing our relationship, there will be no roadblocks in meeting the November 30th deadline.**

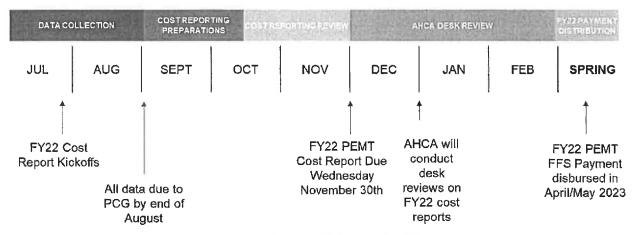


Figure 4.2: Proposed Project Timeline.

Project Kickoff and Implementation

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

Cost Report Preparation

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

Cost Report Submission and Desk Review

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

ACHA Payments Distributed

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

Ongoing Support

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

Project Schedule

PCG has provided an estimated timeline below in Figure 4.3 that breaks down tasks by milestones and deliverables.

| | Project Schedule | | | | |
|-----|---|----------------------------------|--|--|--|
| | Key Tasks | Estimated Start and Finish Dates | | | |
| 1 | PEMT Cost Reporting Services | | | | |
| 1.1 | Organize/Plan/Kick Off Meeting | | | | |
| 1.2 | Project Check-In Meetings | | | | |
| 1.3 | Review and Analysis of FY Data | | | | |
| 1.4 | Categorization of FY Data | July to November each year. | | | |
| 1.5 | Detailed trip analysis | | | | |
| 1.6 | Comparative Analysis of FY Data to Prior Year | | | | |
| 1.7 | Data Entry into the ASCR and Review | | | | |
| 1.8 | Develop and Present PCG Recommendations Report | | | | |
| 1.9 | Review and Finalize Submission | | | | |
| 2 | Medicaid Managed Care Services | | | | |
| 2.1 | Support Leon County in the legal and fiscal requirements to participate and ensure compliance | January to December as these | | | |
| 2.2 | Monitor claims and cash flows of Managed Care | tasks are a year-round | | | |
| 2.3 | Assist with the reconciliation of payments against actual payments and transports | process. | | | |
| 2.4 | Review the MCO model annually and recommend any adjustments to AHCA | | | | |

Figure 4.3: Project Schedule Milestones and Deliverables.

C. Organizational Structure

C. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.

PCG's Project Management Approach

PCG is well equipped to provide expert project management support to meet all programmatic goals of Leon County. PCG's extensive project management support includes multiple years of supporting Leon County to ensure that all Florida FEMT and future Fee-for-Service and Managed Care programmatic requirements are met.

Over PCG's 36-year history of serving our public-sector clients, we have supported engagements ranging from simple, short-term engagements with clear project tasks and limited stakeholders to complex, multiyear engagements requiring significant project planning efforts and extensive stakeholder

is outlined in the paragraphs below.

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management. Through this experience, we have worked to develop a robust approach to project management according to the PMBOK® Project Management Process, which defines the project life cycle in five phases: Initiating, Planning, Executing, Monitoring and Controlling, and Closing (depicted in *Figure 4.4* below). PCG will follow specific steps and create or monitor certain documents during each of these phases to ensure the project is efficiently managed. The PCG approach to addressing project management and control, progress reporting, major decision-making, signoff procedures, and internal control procedures

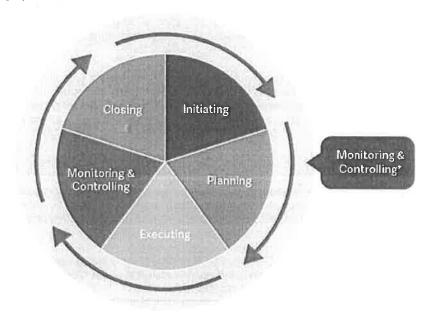


Figure 4.4: PMBOK's Project Management Approach.

Initiating

During initiation for this Medicaid consulting project, the PCG team will evaluate the RFP, ensuring that we possess the necessary resources and solution to carry out the project work. The project team then will begin by compiling preliminary project management plans, focusing on the quality and communication planning, deliverable, and other high-level project documents preparation, and designing a timeline and schedule based on the scope of work. These documents are an advance planning measure to provide initial estimates of the project's scope, budget, and resource needs. They will be refined once project work begins and PCG gathers more detailed project requirements from the Leon County team.

Planning

The second piece of the project life cycle, "Planning," begins once PCG and the client sign the project contract. Following contract approval, PCG will plan a brief phone call with Leon County and the assigned State Contract Manager (SCM) to precede the project's kickoff meeting. During this call, the client, SCM, and the project manager will review the Statement of Work together to form an identical understanding of the project. This brief meeting establishes a mutual consensus of the project's structure and goals and enables the team to better refine the preliminary project documents for the kickoff meeting.

The planning phase concludes with the project kickoff meeting. At this meeting, PCG will gather detailed requirements from the project stakeholders, allowing us to finalize the project's Work Breakdown Structure (WBS), Schedule, and Communications Matrix.

► The WBS is the first project management document that will be produced. The WBS will lay out the entire project scope and resource requirements, organizing the project first by deliverables, then breaking the deliverables down into smaller work packages and identifying resource requirements and possible areas of resource constraints.

▶ The Communications Matrix is a contact list including, in part, stakeholder names, project roles, and preferred method of communication, to manage communication to stakeholders. This document can inform frequency and/or type of project updates provided to each stakeholder group. PCG will also develop a regular Reporting Template, which will include high-level deliverable tracking, interim deliverable updates, upcoming meetings, program deadlines, and other pertinent material. The template also contains the Risk Register, identifying all possible risk factors, which are also accompanied by proposed mitigation strategies and estimated trigger dates for Leon County's review. The Senior Manager will provide regular as well as interim updates utilizing these tools.

PCG will also use this meeting time to review potential risk factors with stakeholders, as well as identify which individuals (other than the SCM) should attend the weekly status update meetings, mentioned in the section below. Once these documents and the initial project management plans (PMP) detailed in the Work Plan are complete, PCG will send them to Leon County for a final approval and signoff.

Executing

The third piece of the project life cycle is the execution phase. During this time, PCG conducts project work according to the PMPs. While project work is underway, PCG's project manager will gather team performance data (to be analyzed in Monitoring and Controlling), improve project efficiency, conduct meetings, and implement any approved changes resulting from the PCG Change Management Process. If needed, the project manager will request changes to the project during this phase, which the stakeholders can approve or reject.

For an engagement of this size, PCG suggests holding a weekly status update meeting. However, meeting frequency and attendees will be established upon finalization of the Communications Matrix, which will be part of the communication plan during project kickoff.

Monitoring and Controlling

The fourth phase is Monitoring and Controlling, which occurs throughout the entire project life cycle. In Monitoring and Controlling, the project manager will continually analyze the team performance data gathered during Executing to see if project work is being conducted according to the PMP.

If a potential variance from the project scope is identified, such as changes to the transition impact analysis requirements (either from the SCM or Leon County), or there is a delay in a task on the critical path, or a key resource is no longer available, this is when PCG's expertise in project management will be most evident. PCG will assure that mitigation will occur to resolve delays, loss of resources, and ensure the most knowledgeable and experienced staff will be available. Although not called out specifically in the RFP as a deliverable, the PMP will include a Change Management Plan and process. PCG and the project stakeholders will initiate the Change Management process through the Change Management Change Request. As change requests are submitted to the project manager, the project manager will hold meetings with the SCM and any affected stakeholders to assess the request. During this meeting, the project manager and stakeholders will determine whether to accept or reject the change request and continue through the process.

September 22, 2022

EXHIBIT B - PROPOSAL

Florida Certified Public Expenditure Program for Emergency Medical Transportation (F

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D. Control Systems

D. Describe how the team will implement project control systems for time, budget, and quality for this project.

As mentioned in the previous section, PCG will have a Monitoring and Controlling process in place, which occurs throughout the entire project life cycle. In Monitoring and Controlling, the project manager will continually analyze the team performance data gathered during Executing to see if project work is being conducted. This monitoring will be focused on efficiently completing the project at a high level and preventing any undue burden on the county workload-wise or financially.

Because PCG has worked both with Leon County and AHCA since the beginning of this program, we have the expertise to anticipate timelines and identify any risks. We are confident that we can continue to meet all deadlines for the County while providing the best quality services.

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