

<b>SUBMIT PROPOSALS TO:</b> <a href="http://www.seminolecountyfl.gov/purchasing">www.seminolecountyfl.gov/purchasing</a> the County Website	<b>REQUEST FOR PROPOSALS (RFP)</b> And Proposer Acknowledgment
Contact: Tammy Hodgkins, CPPB, BAS Senior Procurement Analyst Phone: 407-665-7115 Email: <a href="mailto:thodgkins@seminolecountyfl.gov">thodgkins@seminolecountyfl.gov</a>	<b>RFP-604347-22/TKH</b>  <b>Term Contract for Seminole County  Emergency Transport Billing &amp;  Collection Management Services</b>
<p style="text-align: center;"><b><u>PROPOSAL DUE DATE – June 15, 2022</u></b>  <b><u>Time: 2:00 PM (Eastern Time)</u></b></p> <p style="text-align: center;"><b><u>Presentations by all responsive and responsible vendors to be scheduled outlining and walking through operation of the Client software</u></b></p> <p style="text-align: center;"><b><u>Location of Public Opening:</u></b>  <b>Conducted Virtually via ZOOM <a href="http://www.zoom.us">www.zoom.us</a> , Meeting ID: 865 8422 2565,  Pass Code: 520343</b></p>	
Proposer Name: EMS Management & Consultants, Inc.	Federal Employer ID Number: 56-1969494
Mailing Address: 2540 Empire Drive, Suite 100	If returning as a "No Submittal", state reason <b><u>(if so, return only this page):</u></b>
City, State, Zip: Winston-Salem, NC 27103	
Type of Entity ( <b>Circle one</b> ): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: <u>North Carolina</u> List of Principals: <u>Greg Carnes, CEO</u> <u>Jay Gyure, CFO; Kate Pruitt, COO;</u>	<b>The undersigned Proposer hereby  acknowledges receipt of Addenda  Numbers <u>1</u> through <u>2</u> :</b>  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>6/14/22</span> </div> Authorized Signature (Manual)      Date
Email Address: Greg.Carnes@emsbilling.com	Typed Name: Greg Carnes
Telephone Number: 336.714.9085	Title: Chief Executive Officer
Fax Number: 336.347.9705	Date: June 14, 2022

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL**

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

## Part - 1

### EXHIBIT A –SCOPE OF SERVICES

#### REQUIREMENTS

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = \$750.00  
 ALS = \$800.00  
 ALS2= \$800.00  
 Mileage = \$13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the

County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

### **SCOPE OF SERVICES**

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.
2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.
3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.
4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.
5. Agency shall provide a designated liaison for patient/payer concerns.
6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.
7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.
8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.

9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.
10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.
11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.
12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.
13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.
14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.
15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.
16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency shall be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.
17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.

The Agency will use its “best efforts” to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

**Reports:** (Reference Attachment 4)

- a) Transport Charges & Collections
    - **EMS Billing Collection Report – By Financial Class**
  - b) Billing & Collection Summary
    - **EMS Billing Activity Summary Report**
  - c) Ambulance Payment
    - **EMS Billing Collection Report – By Financial Class**
  - d) Ambulance New Patient Billing
    - **Not included in Agency’s new reports, AB2070 in old reports**
  - e) Ambulance Unit Report
    - **Not included in Agency’s new reports, AB0060 in old reports**
  - f) Collection by Financial Class
    - **EMS Billing Collection Report – By Financial Class**
  - g) Report of Accounts Receivable
    - **EMS Billing Activity Summary Report**
  - h) Ambulance Billing Adjustments – Write Offs – Reversals
  - i) Accounts Receivable for Collections
    - **EMS Billing Management Summary Report (Accounts Closed)**
  - j) Audit Report of Accounts Changed
    - **EMS Billing Activity Summary Report (Adjustments)**
  - k) Insurance Denial
    - **New request, Not included in Agency’s new reports**
  - l) Revenue Per Transport Report
    - **New request, Not included in Agency’s new reports**
  - m) Revenue Report
    - **New request, Not included in Agency’s new reports**
19. The County requires on-line read-only and printable access to the Agency’s patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:

- Incident location and unit ID
  - Patient contact information
  - Date of Service
  - Transport mileage
  - Transport rate & mileage charge
  - Number of mailings
  - Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
  - Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
  - Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.
20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.
21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.
22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.
23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

### **Description of Consulting Services and Revenue Recognition Process**

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate In the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

## **FEES**

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful Implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

**All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.**

## Part 2

### INSTRUCTIONS TO PROPOSERS

**Section 1 - Contact:** All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager, Deputy Manager, or any Seminole County Staff member other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this RFP or their written proposal at any time prior to the posting on the County's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

**Section 2 - Public Opening:** Electronic submittals shall be received at PCD in accordance with the instructions in these solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7115. The Public Opening via ZOOM <https://zoom.us/> Meeting ID 865 8422 2565 Passcode 520343.

**Section 3 - Delays:** The County, at its sole discretion, may delay the scheduled due date and time for submission if it is to the advantage of the County to do so. The County will post all changes in the scheduled due date and time for submission by written addendum posted to the County's Website: ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing))

**Section 4 – Proposal Submission and Withdrawal:** The County will receive submittals in electronic form (PDF). **Proposals received after the scheduled due date and time for submission shall not be considered.** The scheduled due date and time for submission will be scrupulously observed. The County will not be responsible for late uploads of submissions, computer errors, or failures regarding accepting any submittal. **The County cautions all Proposers to not wait until the last minute to upload their submittal.** Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7115, before the 2:00PM deadline.

The Proposer is required to submit **ONE (1) ELECTRONIC (PDF) FILE** of their completed proposal on this solicitation.

If additional information is received, PCD may serve notice to the Proposer that the additional information will not be considered under this RFP solicitation. Proposers may withdraw their proposals by notifying the County in writing at any time prior to the scheduled due date and time for submission. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity, display proper identification, and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County, and will not be returned to the Proposer. **At its sole discretion, the County may request additional information should the County deem it necessary.**

**Section 5 - Inquiries:** All Proposers should carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Proposer, shall constitute an acceptance by the Proposer of any subsequent decision made by the County. Any questions concerning the intent, meaning and interpretations of the RFP

documents including the attached Draft Agreement (if applicable), shall be requested in writing, and received by PCD Contact Person no later than ten (10) days prior to the due date. Written requests can be submitted via e-mail: [thodgkins@seminolecountyfl.gov](mailto:thodgkins@seminolecountyfl.gov). The County will not be responsible for oral instructions made by employees of the County or its authorized representatives regarding this RFP.

**Section 6 - Addenda:** Should revisions to the RFP documents become necessary, the County will post Addenda information on the County's Website. All Proposers should check the County's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". **By execution of the Formal Notice for this RFP, the Proposer acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)). It is the sole responsibility of the Proposer to ensure that they obtain information related to any Addenda.

**Section 7 - Selection Process and Award:** All proposals will be reviewed by personnel as designated by the County staff in accordance with the qualification/evaluation criteria set forth in the RFP documents. The County reserves the right to conduct interviews and/or require presentations of any or all Proposers prior to selection. The County will not be liable for any costs incurred by the Proposer in connection with such presentations. Should oral presentations for this RFP be required by the County, the qualification/evaluation criteria and weights shall be used to short-list an adequate number of firms. The County will award a contract based on the proposal that best meets the County's requirements, that would provide the best service to the public, and would provide a high return to the County. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

**Section 8 - Proposal Preparation Costs:** Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

**Section 9 - Accuracy of Proposal Information:** By submission of a proposal, Proposer acknowledges that they have carefully examined the Request for Proposal documents and agrees to furnish the services specified in the solicitation at the prices, rates, or discounts as proposed. Proposers agree that their proposal will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a proposal, Proposer agrees to abide by all conditions of this proposal and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Proposer certifies that all information contained in their proposal is truthful to the best of their knowledge and belief. Proposer further certifies that they are duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing, and able to perform if selected.

**Section 10 - Insurance:** A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

**The County recommends that all Proposers review the insurance requirements listed within the Draft Agreement (if applicable) with their insurance carriers. A copy of the insurance certificate shall be furnished to the County prior to the final execution of the County's Award Agreement. The County reserves the right to reject the award to any Proposer that fails to provide the insurance as required within the County's Award Agreement.**

**Section 11 - Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal under this RFP. Failure of the Proposer to be fully licensed and certified, may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., is the responsibility of the Proposer.

**Section 12 - Posting of the RFP's Recommendation and Intent to Award:** The recommendation and intent to award for this RFP will be posted on the County's Website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)) prior to submission to the Seminole County Board of County Commissioners for final approval of award. Failure to file a protest with the County's Purchasing & Contracts Manager within the time prescribed in the County's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

**Section 13 - Public Records:** Upon recommendation and intent to award this RFP as posted to the County's website or thirty (30) calendar days after closing, proposals are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope/separate electronic file identified as protected, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the County's, "Compliance With Public Records Law" Form, which is required as part of the RFP documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Public Records Law; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

**Section 14 - Prohibition Against Contingent Fees:** It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Award Agreement for this RFP, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**Section 15 - Acceptance/Rejection/Disqualification:** The County reserves the right to accept and make award to those Proposers, who in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County reserves the right to reject all

bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The County reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of Proposers in order to make a determination as to the available resources to perform properly under this award. The County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

**Section 16 - Purchasing Code:** Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this RFP in their entirety.

**Section 17 - Affirmation:** By submission of a proposal, the Proposer affirms that their proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of this RFP and the resulting Award Agreement.

**Section 18 - Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

**Section 19 – Advertising:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval of the County Manager's Office.

**Section 20 – Patents and Royalties:** Unless otherwise provided, the Proposer shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this RFP. The Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Proposer. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Proposer. If such a claim is made, the Proposer shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 21 - Drug-Free Workplace Compliance:** Proposer shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the proposal and all agreements as a result of this solicitation.

**Section 22 - Public Entity Crime:** Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the County, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property, or material misrepresentation. Any Agreement with the County obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the County.

**Section 23 - Proprietary/Restrictive Specifications:** Proposers who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this Request for Proposals and prior to the due date.

**Section 24 - Payment Terms/Discounts:** The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

**Section 25 – Additional Terms and Conditions:** Unless expressly accepted by the County, only the terms and conditions in this document and Award Agreement shall apply. Any and all additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or special conditions in these RFP documents and any Addenda issued under this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this.

**Section 26 - Price Redeterminations:**

1. **During the Renewal Term:** Petitions for price redeterminations **must** be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.
2. **Outside the Renewal Term:** Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination

categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

**BASIS FOR PRICE REDETERMINATIONS.** The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. **The base index number for the ECI will be for the quarter in which the solicitation opens.** The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

**WAGE PRICE REDETERMINATION.** When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at [www.bls.gov](http://www.bls.gov).

**MINIMUM WAGE PRICE REDETERMINATION.** If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

**FUEL PRICE REDETERMINATION.** If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to

the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

**MATERIALS PRICE REDETERMINATION.** At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

**PRICE REDETERMINATION CALCULATION.** All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73	264.52
Current PPI is 264.52	<u>-158.73</u>
	105.79

105.79 divided by 158.73 = .666%  
 The unit cost of the service is \$100.00  
 14% of \$100.00 = \$14.00  
 \$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

**EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION.** If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and

make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

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## Part - 3

### Instructions for the Preparation of Submittals

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents, and material submitted in the proposal must be complete and accurate in all material aspects. The proposals shall include all of the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. Proposals must be organized in the order noted below. The Proposer shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations are at the option of the County. Marketing materials shall not be included as documentation of Proposer's ability to provide services required. Compliance with all requirements will be solely the responsibility of the Proposer and failure to provide requested information may result in disqualification of response.

#### 1. **REQUIRED SUBMITTALS:**

- A. Formal Notice: Page #1 of the RFP Package. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and Florida Division of Corporations and have a corporate status in good standing (Active), and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.
- B. Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses, phone, and email address of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. This letter should also serve as acknowledgement by the Proposer that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance, bonding, and licensing requirements. Further, the Proposer acknowledges their intent to execute an Agreement with the County.
- C. License Sanctions: Regulatory/license agency sanctions within the past 5 years.
- D. Attachment A - Conflict of Interest Statement (Rev. 3/2020)
- E. Attachment B - Compliance with the Public Records Law (Rev. 8/2020)
- F. Attachment C - Worker's Compensation Form (Rev. 3/2020)
- G. Attachment D - Taxpayer ID Number and Certification W-9 Form (Rev. 10-2018)
- H. Attachment E - Drug Free Work Place (Rev. 2/13/06)
- I. Attachment F - Americans Disabilities Act Affidavit (Rev. 11/2020) (If applicable)

#### 2. **Work Approach, Methodology, and Quality (15 Points):**

In this section, the Proposer(s) shall provide further insight as to your firm's capabilities, operations and strategy by demonstrating your understanding the Scope of Services, the firm's corresponding adaptability to the work by your project approach, and demonstrating solutions to providing complete, comprehensive, and accurate services and reports.

#### 3. **Capability, Resources, and Skills (20 Points):** In order to be considered a qualified

Proposer, all Proposers should be normally engaged in performing the type of work specified by this Request for Proposal. Proposers shall be currently engaged in the business of medical collection and billing services for a minimum of five (5) years to be considered a qualified supplier. Determination of satisfactory evidence of responsibility and satisfactory ability to perform the required services by the respondent shall be made solely by Seminole County. Qualifications and prior job experience of staff members in customer service, and their professional competence to perform billing and collection services will be considered and compliance with audit process and HIPAA compliance is required.

4. **Experience and References (15 Points):** Proposal shall describe in detail the proposed plan for providing the services identified in this RFP. Proposer must demonstrate their past performance and background with EMS billing programs. Proposer shall include a list of references for all projects similar to this scope within the last five (5) years.
5. **Billing and Collection System (25 Points):** Ability to meet all collection requirements, revenue processing, invoicing, and accounting requirements, overall billing and collection system design and suitability including interfacing with existing County systems and administration, ease of operator use, and technology adaptability to continually update as necessary for regulatory compliance. All responsive, responsible Proposers shall provide a demonstration of the client's side of the billing software.
6. **Price Proposal (25 Points):**  
When the Price Submittal Form(s) is/are included as part of the solicitation documents, Proposals must be submitted only on the forms provided, with all items properly filled out in non-erasable permanent type/ink and must be properly signed and dated. The Proposal Submittal Form (s) may be rejected if it shows any omissions, or alterations, and at the County's discretion may require resubmittal.

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**Part - 4  
Price Proposal**

**RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services**

**Name of Proposer:** EMS Management & Consultants, Inc.

Mailing Address: 2540 Empire Drive, Suite 100

City/State/Zip: Winston-Salem, NC 27103

Phone Number: (336) 714-9085 FAX Number: (336) 347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

**Fee Schedule:**

1. Percentage of Collections for Non-Medicaid Accounts 3.8 %

2. Flat Processing Fee for each Medicaid Account \$ 7.00.

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Greg Carnes, CEO  
Print Name

\_\_\_\_\_  
Signature

EMS Management & Consultants, Inc.  
Name of Proposer-Company

June 14, 2022  
Date

## Part - 5 Evaluation of Submittals

**EVALUATION PROCESS:** Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. The Proposer's proposal will be substantial part of the decision process to select a Provider. Each proposal will be reviewed independently based solely on the merits of the proposal. The proposals will then be scored and a short list of Proposers will be selected for additional evaluation, Proposer presentations and reference checks. The County shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The County's decisions will be final. Award will be made to the proposal which presents the best value to the County based on the evaluation process and all the information gathered.

**EVALUATION METHOD AND CRITERIA:** Proposals will be evaluated using the criteria listed below to ascertain which proposal best meets the requirements of the County. The items to be considered during the evaluation and associated point values are as follows:

1. **Work Approach, Methodology, and Quality (15 Points)**
2. **Capability, Resources, and Skills (20 Points)**
3. **Experience and References (15 Points)**
4. **Billing and Collection System (25 Points)**
5. **Price Proposal (25 Points)**

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

The submittals will be evaluated on:

**Strengths:** Those areas in which the proposal exceeds the County's requirements.

**Weaknesses:** Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.

**Deficiencies:** Those areas where the proposal fails to meet the County's requirements.

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**Attachment 1 - Specifications Questionnaire  
RFP-604347-22/TKH**

1. The Proposer has high speed internet connectivity to view/print electronic images of the completed County run reports and corresponding billing review reports.  
**Does our proposal comply with this specification? Yes (X) No ( )**
  
2. The Proposer's proposal takes into account that the County will send all EMS runs to the Proposer and that they will be required to document when the bill has been submitted for payment.  
**Does your proposal comply with this specification? Yes (X) No ( )**
  
3. The Proposer's proposal discusses/provides a protocol regarding the proper processing of changes if the County makes a change to a billable run report, and how the contractor will be notified electronically that a change has occurred.  
**Does your proposal comply with this specification? Yes (X) No ( )**
  
4. The Proposer's proposal indicates that different forms will be used in corresponding with the County's resident and non-resident patients in order to comply with the County's billing policy (i.e. Invoices sent to non-residents indicate that the County will bill the patient's insurance, if applicable, on the patient's behalf, but that the patient is responsible for any unpaid balance. Correspondence sent to residents must be in the form of "information requests" and should not reflect any balance owed).  
**Does your proposal comply with this specification? Yes (X) No ( )**
  
5. The Proposer issues the initial invoice within a reasonable time of receiving notification of a billable run to avoid late filing penalties. The Proposer's proposal indicates the average amount time of between receipt of billable run and claim filing.  
**Does our proposal comply with this specification? Yes (X) No ( )**
  
6. The Proposer forwards statements to insured non-resident patients on a regular basis, such as thirty, (30), sixty, (60), and ninety, (90) day, follow up basis with progressive pre-collection language after the initial invoice.  
**Does your proposal comply with this specification? Yes (X) No ( )**
  
7. The Proposer validates a patient's insurance status prior to classifying the patient and creating a claim. The Proposer shall describe in detail its claim validation processes and how it resolves deficits.  
**Does your proposal comply with this specification? Yes (X) No ( )**
  
8. The Proposer's proposal discusses how it will process all patients determined to not have a primary insurance carrier.  
**Does your proposal comply with this specification? Yes (X) No ( )**
  
9. The Proposer provides a toll free number for patients to utilize to discuss their bill.  
**Does your proposal comply with this specification? Yes (X) No ( )**

10. All invoices and written statements/documentation forwarded to patients will be formatted so the relationship between the Proposer and the County is invisible. All letterhead and invoice statements shall be approved in advance by the County. No changes will be made to the images without the written authorization of the County.
- Does your proposal comply with this requirement? Yes (x) No ( )**
11. The Proposer maintains a website that will permit patients to provide updated insurance information electronically to the Service in support of efficiently managing the County account.
- Does your proposal comply with this specification? Yes (x) No ( )**
12. The Proposer assures on-site multi-lingual staff members to interface with patients whose primary language is not English.
- Does your proposal comply with this specification? Yes (X) No ( )**
13. The Proposer's customer service representatives are capable of immediately recognizing and fostering supportive communications with the hearing impaired via TTY/TTD connectivity or equivalent. The Proposer will identify the system available and how the patient is notified.
- Does your proposal comply with this specification? Yes (x) No ( )**
14. The Proposer's toll free phone number and website address have hearing impaired and multi-lingual capabilities which are posted on all communications sent to patients.
- Does your proposal comply with this specification? Yes (x) No ( )**
15. The Proposer identifies those carriers in servicing the County's market and assures that they can process claims via electronic file transfer inclusive of CMS, Medicaid, HMOs and private insurers.
- Does your proposal comply with this specification? Yes (X) No ( )**
16. The Proposer states its normal business hours that they are available to clients and patients.
- Does your proposal comply with this specification? Yes (x) No ( )**
17. The Proposer lists any and all days the business is closed during the calendar year.
- Does your proposal comply with this specification? Yes (x) No ( )**
18. The Proposer has provided its established plan or policy to assure no interruption in the County service as the result of unusual staff illness/injury/FMLA/turnover/vacation or earned time utilization.
- Does your proposal comply with this specification? Yes (x) No ( )**
19. The Proposer describes in detail and provides policies/procedures that outline how the County account is monitored to assure maximum productivity of the staff assigned to manage the account and maximization of revenue return.
- Does your proposal comply with this specification? Yes (x) No ( )**

20. The Proposer discusses how lockbox receipts will be handled and how the deposit records will be forwarded to the County.
- Does your proposal comply with this specification? Yes (x) No ( )**
21. The Proposer makes a statement indicating that it has never lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by CMS and other applicable Federal or State Authorities; no member of its staff has been accused, disciplined, charged, convicted of fraud, theft, deception unethical business practice, illegal billing practices.
- Does your proposal comply with this specification? Yes (x) No ( )**
22. The Proposer provides a copy of its Customer Service Plan including the associated training program indicating the initial and refresher training periods for all staff members.
- Does your proposal comply with this specification? Yes (x) No ( )**
23. The Proposer provides evidence that all staff members involved in the management of the County account have successfully completed the CMS compliance training program. The Proposer also recognizes this is an annual requirement to assure that all staff receives refresher training which will be sent to the County no later than the start of the new contract year.
- Does your proposal comply with this specification? Yes (X) No ( )**
24. The Proposer provides evidence that all staff members involved in the management of the County account have successfully completed the HIPAA compliance training program. The Proposer also recognizes this is an annual requirement to assure that staff receives yearly refresher training that is due at the County no later than the start of a new contract year.
- Does your proposal comply with this specification? Yes (X) No ( )**
25. The Proposer provides a detailed description of its current complaint resolution process.
- Does your proposal comply with this specification? Yes (x) No ( )**
26. The Proposer discusses how and when it will notify the County of any account overpayment upon discovering the occurrence. The notification shall include at a minimum the following information:
- a. The patient's name
  - b. Patient's address
  - c. Date of service
  - d. EMS Run Number
  - e. Insurance Provider
  - f. Amount to be refunded
  - g. Name and address of individual/corporation receiving refund
  - h. Reason overpayment occurred
- Does your proposal comply with this specification? Yes (x) No ( )**
27. The Proposer discusses what reports would be provided to the County, and when and how those reports as outlined below and in the RFP will be delivered:
- a. New Receivables billed
  - b. Receivables collected
  - c. Accounts receivable aging status by payer
  - d. Accounts forwarded for collections
  - e. Status of outstanding payment plan accounts

- f. Monthly revenue analysis
- g. Residency status
- h. Other reports as requested by the client

**Does your proposal comply with this specification? Yes (x) No ( )**

28. The Proposer's proposal indicates that identified County administration staff are permitted on-line view/print access to their account information? This will be used for the purpose of individual account validation, compliant resolution, and to fulfill special reporting criteria without having to unnecessarily burden the Proposer's staff with the creation of special reports.

**Does your proposal comply with this specification? Yes (x) No ( )**

29. The Proposer currently fulfills or is able to fulfill any and all State of Florida requirements to become a licensed/accredited EMS billing agency in the State of Florida and agrees to maintain that status for the duration of any awarded engagement with the County.

**Does your proposal comply with this specification? Yes (x) No ( )**

30. The Proposer agrees to develop policies specific to the County regarding the following A/R functions:

- a. Medical diagnosis documentation
- b. Payer contracting policies
- c. Assignment of benefits
- d. Special situation adjustments and authority
- e. Write offs
- f. Financial hardship documentation processes
- g. Discounts
- h. Payment Plans
- i. Acceptance of credit card payments
- j. Compliance activities

The Proposer shall include sample policies for the County to review with their submission.

**Does your proposal comply with this specification? Yes (x) No ( )**

31. The Proposer has a proven track record of developing, enhancing and maintaining effective and functional relationships with the hospitals to facilitate the transfer of billing related information? The Proposer shall provide a detailed description of how it has that relationship with the hospitals and how the data is obtained from the hospital.

**Does your proposal comply with this specification? Yes (x) No ( )**

32. The Proposer indicates if it utilizes a data clearinghouse to support the uniform coding and electronic transmission of patient invoices to insurance companies, identifying the specific company and a description of their relationship.

**Does your proposal comply with this specification? Yes (x) No ( )**

33. The Proposer indicated if it utilizes a data clearinghouse to retrieve 835s from multiple insurance companies for denials and payments. Instead of the County having to set-up access to Health Insurance Portals.

**Does your proposal comply with this specification? Yes (x) No ( )**

34. The Proposer provides a detailed description of how it manages and communicates claims management cycle time deficits and cash flow reductions as a result of carrier related issues or as a result of failed internal processes or failed County processes identified as part of their internal QI process.
- Does your proposal comply with this specification? Yes (x) No ( )**
35. The Proposer recognizes that the term of this agreement shall be for an initial period of three (3) years, and renewed for successive two one (1) year terms subject to the Proposer receiving a positive annual review from the County based upon their consistent ability to achieve the following benchmarks:
- a. Achieve and sustain a minimum mutually accepted collection rate inclusive of contractual allowances.
  - b. Have zero deficits or unresolved allegations of deficits related to HIPAA, CMS, and Contractual Compliance Issues.
  - c. Maintain a positive patient satisfaction ratio.
- Does your proposal comply with this specification? Yes (x) No ( )**
36. The Proposer agrees to provide the County and/or its designated agents with access to review, copy, and evaluate all documents, reports, policies and procedures utilized in the fulfillment of this service contract. Access shall be defined as including on-site and electronic.
- Does your proposal comply with this specification? Yes (x) No ( )**
37. The Proposer agrees to provide and has discussed within the proposal the types of additional assistance/education programs that the Proposer can offer to the County's personnel that will;
- a. Assist them in providing accurate and appropriate medical documentation and include processed to enhance the Proposer's ability to collect on accounts from various payers.
  - b. Provide feasibility studies for revenue projections for any new medical transport or healthcare endeavor.
  - c. Assist and coordinate the negotiation of managed care contracting as may be required during the term of this agreement.
- Does your proposal comply with this specification? Yes (x) No ( )**
38. The Proposer indicates they will work cooperatively and collaboratively with the County in the development, enhancement, and maintenance of an integrated data communications system to facilitate the timely recording and transmission of patient health related data between the Proposer and the County and other locations as deemed appropriate by the County.
- Does your proposal comply with this specification? Yes (x) No ( )**
39. The Proposer has identified any and all billing software that will be utilized in managing this account.
- Does your proposal comply with this specification? Yes (x) No ( )**
40. The Proposer has included a listing of reports the billing software is capable of producing with samples of reports for the County to evaluate.
- Does your proposal comply with this specification? Yes (x) No ( )**

41. The Proposer has indicated the expected life cycle of the current software program.  
**Does your proposal comply with this specification? Yes (x) No ( )**
42. The Proposer has indicated the process it utilizes to bring new software programs on line, its communication strategy to its clients, and the process utilized to eliminate or significantly reduce the impact on client claims management cycle time during new software implementation.  
**Does your proposal comply with this specification? Yes (x) No ( )**
43. The Proposer has provided a detailed description/discussion with associated policies and procedures outlining the steps it takes to protect and recover the client's data from cyber attack, loss secondary to a network LAN/WAN failure, long term power outage, or fire. The Proposer shall include a listing of all contractors and sub-contractors who are involved in this process.  
**Does your proposal comply with this specification? Yes (x) No ( )**
44. The Proposer has indicated the length of time it maintains all paper and electronic records created in compliance with this Agreement.  
**Does your proposal comply with this specification? Yes (x) No ( )**
45. The Proposer has indicated if its approach to A/R management is based upon an assembly line theory or if each client has specific individuals permanently assigned to manage specific aspects of the clients account.  
**Does your proposal comply with this specification? Yes (x) No ( )**
46. The Proposer has indicated how it transitions accounts when a staff member terminates employment with the Proposer. The Proposer has also indicated how the client is notified of the transition, and the client is assured of no interruption in cash flow during the process.  
**Does your proposal comply with this specification? Yes (x) No ( )**
47. The Proposer has committed to work with the County in order to continually review and adapt strategies to respond to regional and national changes in order to enhance reimbursement.  
**Does your proposal comply with this specification? Yes (x) No ( )**
48. The Proposer has agreed to function as an information source. Payer requirements, rules, coverage parameters, and reimbursement policies change on a continuous basis. The Proposer will keep the County informed of ongoing changes and notify the County of these events as they occur. Notification shall be by phone, electronic means and periodic dissemination of information from literature and other sources.  
**Does your proposal comply with this specification? Yes (x) No ( )**
49. At the end of the contract term, the Proposer has agreed to facilitate the transfer of all accounts in process/not yet processed to the County or its designated agent. The Proposer will provide the necessary data and account documentation, both hard copy and electronic files in order to facilitate a smooth transition. The Proposer will provide training to the County's designated personnel assuming the Proposer's responsibility for the direct cost of personnel, travel and expenses.  
**Does your bid comply with this requirement? Yes (x) No ( )**

50. The proposer has an online patient portal for patients to log in and obtain pertinent account information which is then able to link to the Client credit card portal, allowing patients to make online payments.

**Does your proposal comply with this specification? Yes (x) No ( )**

51. The Proposer provides Medicare Cost Reporting Consulting Service?

**Does your proposal comply with this specification? Yes (x) No ( )**

RFP-604347-22/TKH  
Statistical Data  
Attachment 2

1. The total collections for the last 2 years:
  - a. FY20: \$6,729,048
  - b. FY21: \$8,143,855
2. The net charges for the last 2 years:
  - a. FY20: \$10,792,894
  - b. FY21: \$13,095,772
3. The total revenue collected per transport for the last 2 years:
  - a. FY20: \$318
  - b. FY21: \$350
4. Payer mix by primary payer:
  - a. Medicare (51%)
  - b. Medicaid (12%)
  - c. Commercial Insurance (18%)
  - d. Patient Pay (19%)
5. Number of transports for the last 2 years:
  - a. ALS 1 Emergency
    - i. FY20: 16,720
    - ii. FY21: 18,871
  - b. ALS 2 Emergency
    - i. FY20: 482
    - ii. FY21: 466
  - c. BLS Emergency
    - i. FY20: 3,929
    - ii. FY21: 3,960
6. Actual number of billable transports provided by the County for last 2 years:
  - a. FY20: 21,149
  - b. FY21: 23,297
7. Number of vehicles the County has for medical transport:
  - a. 21 frontline
  - b. 10 spares
8. The County is currently using Image Trend Elite for electronic patient care reporting, the EMS reports are transferred to the EMS Billing Service Vendor, once the reports are cleared by Seminole County Fire Department.

**ATTACHMENT 3**

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**Seminole County  
Business Associate Agreement  
Between EMS/Fire/Rescue Division and Billing Agency**

This Agreement between Seminole County (“EMS/Fire/Rescue Division”) and Agency (“Billing Agency”) is executed for the purpose of ensuring that Agency carries out its obligations to Seminole County in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”).

This Agreement encompasses Agency assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided to Seminole County by Agency representatives, including any such information stored and transmitted electronically, referred to as electronic protected health information (“e-PHI”).

Agency agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. To mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency in violation of this Agreement.
4. Report to Seminole County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware;
5. Ensure that any agents or subcontractors to whom the Agency provides PHI, or who have access to PHI, such as other consulting companies agree to the same restrictions and conditions that apply to the Agency with respect to such PHI;
6. Make PHI available to Seminole County and to the individual who has a right of access as required under HIPAA within 30 days of the request by Seminole County to the individual;

7. Incorporate any amendments to PHI when notified to do so by Seminole County;
8. Provide an accounting of all uses or disclosures of PHI made by the Agency as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Agency' and Seminole County compliance with HIPAA; and
10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by the Agency on behalf of Seminole county, and if return is infeasible, the protections of this agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by the Agency on behalf of Seminole County include:

1. The review of patient care information providing advice to Seminole County concerning a particular ambulance incident;
2. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers with respect to the Agency assisting Seminole County in an insurance or Medicare audit or other similar action;
3. The review of patient care information with respect to providing Seminole County with business and optional advice generally and in the course of performing compliance assessment activities by the Agency;
4. Uses required for the proper management of the Agency as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

The Agency agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. The Agency agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Seminole County.

- 2. The Agency will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of Seminole County agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
- 3. The Agency agrees to alert Seminole County of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Seminole County of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Seminole County, in its sole discretion, if Seminole County determines that the Agency has violated a term or provision of this Agreement pertaining to Seminole County obligations under the HIPAA privacy or security rules, or if the Agency engages in conduct which would, if committed by Seminole County, would result in a violation of the HIPAA privacy or security rules by Seminole County.

Agreed to this 14 day of June, 2022.

Seminole County  
EMS/Fire/Rescue Division

Agency  
EMS Management & Consultants, Inc

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

By: Greg Carnes \_\_\_\_\_

Its: \_\_\_\_\_

Its: Chief Executive Officer \_\_\_\_\_

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

Date: June 14, 2022 \_\_\_\_\_

## ATTACHMENT 4

Brief description of monthly reports to be prepared and submitted:

1. Transport Charges & Collections:

Report should include the monthly transport gross charges, adjustments, net charges, receipts (based on transport date), net balance, gross % of collections, net % of collections and the % of paying patients. This should include a line of all the data from the first billing month and year to the present. Totals should be on each column.

2. Billing & Collection Summary:

Report should show by month/year total gross billing, adjustments, collections by month, collections to-date. Totals should be on each column.

3. Ambulance Payment Report:

Report should list patient number, patient name, address, check number, check amount, payment type (self-pay, Insurance, Medicare, Medicaid), payer if other than patient. It should subtotal for each transport deposit date with the batch number and total amount of deposit. Totals for check amount column and each of the payment types broken out separately and adjustments.

4. Ambulance New Patient Billing Report:

Report should include the following data for new patients transported during that month. Patient number, patient name, incident date, base amount, mileage amount, total billed and level of service. Totals on number of new accounts, base amount, mileage amount and totals by each level of service.

5. Ambulance Unit Report:

Report should include ambulance unit number with its number of calls and gross billed for that month. Total on number of calls and gross billed.

6. Collection by Financial Class Report:

Report should show by month/year and each payment type (Self Pay, Insurance, Medicare, and Medicaid). It should include amount billed, amount collected, % collected, number of accounts and gross billed for each month. Totals for each payment type and % collected.

7. Report of Accounts Receivable:

Report should show by year to date, the gross amount billed, less removed accounts, less payments, less adjustments, less reversals and the accounts receivable balance. These figures are shown by dollar amount and number of accounts.

8. Ambulance Billing Adjustments / Write Offs / Reversals Report:

Report should include patient number, patient name, incident date, and adjustment amount and adjustment type. Total of adjustment amount and number of adjustments should also be on this report.

9. Accounts Receivable for Collections Report:

This report should show patient number, patient name, patient address, zip code, incident date, amount billed, amount paid, adjustments, balance. Totals by gross billed, less payments, less adjustments, balance of accounts receivable.

10. Audit Report of Changed Accounts:

Report should show account number, account name, level of service change, date changed, from base amount, to base amount.

11. Insurance Denial Report:

Report should show account number, account name, incident date, incident amount, insurance carrier, condition code, reason for denial.

12. Revenue per Transport Report:

Report should show the total dollar amount of payments received for a transport month divided by the number of transports for a month and listed by month and year.

13. Revenue Report:

Report should show by month/year gross charges, adjustments, net charges, receipts (based on deposit date), % collected.

**ATTACHMENT A**  
**CONFLICT OF INTEREST STATEMENT**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**THIS FORM MUST BE SWORN TO AND SIGNED BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION BY A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. I, Greg Carnes (Full Name of Affiant), certify that I am the Chief Executive Officer (Title) of EMS Management & Consultants, Inc. (Full Legal Name of Firm) with a local office in Winston-Salem, NC (City, State) and principal office located in Winston-Salem, NC (City, State).
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as Term Contract for Seminole County Emergency Transport Billing & Collection Management Services.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in any other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, state that (insert the individual's name) \_\_\_\_\_, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): \_\_\_\_\_.
11. In the event that a conflict of interest is identified in the provision of services, the Affiant, on behalf of the above named entity, will immediately notify Seminole County in writing.

\_\_\_\_\_  
Signature of Affiant

Greg Carnes  
Printed Name of Affiant

June 14, 2022  
Date

Chief Executive Officer  
Title

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 14 day of June, 2022, by Greg Carnes (Full Name of Affiant).

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR  Produced Identification

Type of Identification Produced: \_\_\_\_\_

Revised 11/09/20

## ATTACHMENT B COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked "**EXEMPT FROM PUBLIC RECORDS LAW**". Failure to identify protected material via a separately marked envelopment will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

*(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.*

*(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:*

*(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;*

*(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;*

*(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;*

*(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.*

*(c) Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.*

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Company Name: EMS Management & Consultants, Inc.

Authorized representative (printed):

Greg Carnes

Authorized representative (signature):

Date:

June 14, 2022

Project Number: RFP-604347-22/TKH

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**ATTACHMENT C**  
**WORKERS' COMPENSATION**  
**COMPLIANCE CERTIFICATION**

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To comply with this requirement, the undersigned hereby certifies that

EMS Management & Consultants, Inc.  
(Full Legal Name of Entity)

Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

Is exempt from the provisions of Chapter 440, Florida Statutes, for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: Greg Carnes  
Title: Chief Executive Officer

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

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization, this 14 day of June, 2022, by Greg Carnes, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgement  
\_\_\_\_\_  
Printed, Typed or Stamped Name  
\_\_\_\_\_  
Title or Rank  
\_\_\_\_\_  
Serial Number (if any)



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ATTACHMENT E**  
**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

EMS Management & Consultants, Inc. does:  
(Name of Business)

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

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

Greg Carnes, Chief Executive Officer  
Proposer's Signature

EMS Management & Consultants, Inc.  
Firm  
June 14, 2022  
Date

Rev. 2/13/06

**ATTACHMENT F  
AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: EMS Management & Consultants, Inc.

Signature: \_\_\_\_\_

Printed Name: Greg Carnes

Title: Chief Executive Officer

Date: June 14, 2022

Affix Corporate Seal (if applicable)

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14 day of June, 2022, by Greg Carnes.  
(name of person making statement)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced: \_\_\_\_\_

Revised 11/09/20

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**TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT  
BILLING & COLLECTION MANAGEMENT SERVICES  
(RFP-604347-22/TKH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide emergency transport billing and collection management services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all

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addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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**Section 4. Time for Completion.** The services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

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(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department  
150 Eslinger Way  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

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provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

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certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

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insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease Aggregate
\$ 1,000,000	Disease Each Employee

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the

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Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(5) Other Insurance Requirements.

\$ 1,000,000	Cyber Liability
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\$ 1,000,000	Commercial Crime (Employee Dishonesty Liability)
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**NOT FOR EXECUTION**

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

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**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**NOT FOR EXECUTION**

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this 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 the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

**NOT FOR EXECUTION**

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

**NOT FOR EXECUTION**

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Fire Department  
150 Eslinger Way  
Sanford, FL 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**NOT FOR EXECUTION****For CONTRACTOR:**


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**Section 30. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

**NOT FOR EXECUTION**

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(CORPORATE SEAL)

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

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Within the authority delegated by the County  
Manager pursuant to Section 3.554,  
Seminole County Administrative Code.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
RM  
5/13/22  
T:\Users\Legal Secretary CSB\Purchasing 2022\RFP-604347.docx

- Attachments:
- Exhibit A - Scope of Services
  - Exhibit B - Sample Purchase Order
  - Exhibit C - Contract Pricing
  - Exhibit D - Affidavit of E-Verify Requirements Compliance

**EXHIBIT B - SAMPLE****ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE  
 MUST REFER TO THIS ORDER NUMBER

**S  
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ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V  
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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

**ORDER  
 INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS  
 ON THE REVERSE SIDE OF THIS ORDER.**

**TOTAL AMOUNT**

**00.00**

**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Agreement Name: Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Agreement Number: RFP-604347-22/TKH

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604347-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

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

Print/Type Name: \_\_\_\_\_

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

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

**EXHIBIT E**

**Term Contract for Seminole County Emergency Transport Billing & Collection Management Services**

**INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Professional Liability: \$ 1,000,000 Per Claim

E. Other Insurance Requirements:

\$ 1,000,000	Cyber Liability
\$ 1,000,000	Commercial Crime (Employee Dishonesty Liability)

~~ End Exhibit \_ ~~