



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416

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## Request for Proposals

Project Name: Ambulance Billing and Coding Services

RFP #: 2023036

RFP Opening Date: **April 19, 2023**

RFP Opening Time: **2:00 P.M.**

**All Proposals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.**

PLEASE SUBMIT:

(1) ONE MARKED ORIGINAL,

(5) COPIES OF YOUR PROPOSAL, AND

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO

[PURCHASING@IRCGOV.COM](mailto:PURCHASING@IRCGOV.COM) PRIOR TO THE RFP OPENING DATE AND TIME.

**Refer All Questions to:**

Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## Scope of Services

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### 1. INTRODUCTION

Indian River County’s Emergency Services District, Fire Rescue Division (IRCFR) provides emergency medical (EMS) response, based on 911 calls received in the 543 square-mile service area. IRCFR is seeking proposals from qualified agencies to provide coding and billing services for EMS response.

These services are currently provided by Change Healthcare, formerly Per Se, at the rates shown below. Change Healthcare has been providing billing services to IRCFR since 2001.

6.8% of Net Collections

10% of Prior A/R Gross Collections

\$7.50 per Client Prior A/R claim entered into Change’s system during the previous month

\$13.50 per patient encounter for services reimbursed from the Medicaid program

Typical EMS dispatches include an engine, and/or Advance Life Support (ALS) rescue unit. Patients may require no transport by EMS, a Basic Life Support Transport (BLS), or an ALS. IRCFR responds to approximately 30,000 calls per year, and transports patients to: [Cleveland Clinic Indian River Hospital](#) in Vero Beach, [HCA Freestanding ER \(Vero ER\)](#), or [Sebastian River Medical Center](#) in Sebastian. Trauma patients are transported to [Lawnwood Regional Trauma Center](#) in Ft. Pierce, or [Holmes Regional Trauma Center](#) in Melbourne, FL.

The transport fees currently authorized are:

Type	Fee
BLS	\$430
ALS1	\$500
ALS2	\$675
Mileage	\$12

Distribution of fees collected is:

Type	Percent of Total
Medicare Part B	76%
Private Insurance	21%
Self Pay	3%

#### Patient Data

IRCFR collects as much information as available and possible from patients and prepares an electronic patient care record (“ePCR”) using ESO software. This information is not guaranteed to be complete or accurate. The Agency will need to obtain any information necessary in order to complete billing and generate accurate reports required.

The Agency will accept patient and transport data electronically from IRCFR, and establish capability to obtain information from hospitals electronically. The Agency will determine information necessary to be collected and retained to comply with requirements for Medicare, Medicaid, or other applicable public assistance and/or private medical carriers, for billing appeals, auditing and other functions defined by these carriers.

The Agency shall establish IRCFR as a direct entry provider wherever possible.

Indian River County has the following provider numbers:

EIN: 59-6000674

NPI: 1497856033

ALS: 3101

CLIA NICOSIA: 10D1014600

MEDICAID: 088224100

MEDICARE: A0611

### **Billing and Coding Requirements**

The Agency shall define their normal billing cycle for primary insurance, secondary insurance and self-pay accounts.

Agency will submit invoices electronically to appropriate parties, including insurance companies, Medicare, and Medicaid, if available/applicable. All invoices shall be billed in compliance with the Fair Debt Collection Practices Act.

The Agency shall provide the forms necessary for medical billing, all follow-up letters and forms to medical carriers, all follow-up letters and forms to citizens who have utilized EMS transport service, all correspondence to employers, and all financial management and account tracking reports provided to IRCFR. The design and wording to be used in the forms and letters shall be mutually agreed upon by the Agency and IRCFR.

The Agency shall utilize a "Clearing House" to review all insurance claims, and be able to facilitate the Public Emergency Medical Transportation ("PEMT") program through the Florida Agency for Health Care Administration ("AHCA").

The Agency shall be responsible for inputting coding/billing information within five days after it is received. The Agency shall process and transmit invoices to medical insurance carriers within the time specified by the medical insurance carriers; but not longer than three (3) weeks of submission of the data from IRCFR.

The Agency shall have the ability to accept and transmit information via secure, electronic means. IRCFR should have 24-hour per day, 365-days per year, electronic access to all billing files and records, and Agency shall provide to IRCFR a copy of any other records upon IRCFR's request.

Agency shall not invoice patients directly until after 60 days past transport or service, unless insurance or other patient information is found to be missing or incorrect.

### **Payment Procedures**

The Agency will accept partial payments.

All payments for EMS billing shall be sent directly from the party responsible for payment to the Agency's office. The Agency will provide to IRCFR the original statement received by the payer and a copy of the check. The Agency will also provide a copy of the Daily Cash Receipts Schedule that itemizes payments received for EMS billing and identifies the date to be used by the Agency for management reports.

IRCFR utilizes a Lock Box to facilitate receipt and deposit of payments on customers' accounts. The Agency will have access to view images and receive copies of all payment documents necessary to post collections to customers' accounts. The County will pay all reasonable costs associated with the Lock Box Account.

The Agency shall have the ability to provide collections' service to submit aged accounts for collections, upon a mutually agreed time of delinquency.

### **Reports**

Agency's system should afford continual access to data by IRCFR, and be capable of producing a monthly report with all of the following information:

- ✓ Total revenue collected
- ✓ Outstanding receivable balance
- ✓ Uncollectable amount (bad debt)

### **Agency Requirements**

The Agency on behalf of IRCFR, shall bill all non-emergent and emergent transports according to applicable laws established by Medicare, Medicaid and other applicable agencies.

The Agency shall maintain an office that shall have all the necessary equipment, including but not limited to dedicated phone lines, computer terminals, internet access, and sufficient personnel, materials and supplies to operate as IRCFR's transport medical billing facility. Patients may be hard of hearing or have other difficulties, making strong accents difficult to understand. Agency must have appropriate staff that can be responsive to all patients.

The Agency shall maintain, at a minimum, normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays.

### **Software and Security Requirements**

All files containing information relative to IRCFR transport billing system shall be maintained separately from any other account managed by the Agency.

Adequate security, such as password protections, shall be provided to insure privacy of records. The Agency shall provide backup files as an added method of security for the database.

It shall be the responsibility of the Agency to constantly update its system to comply with the current requirements established by the medical carriers. This shall include, but not be limited to, revising programming, updating master CFIT coding and descriptions, updating master ICD 10 CM diagnosis coding, conformance with ANXI X-12 format, consulting with IRCFR for updating/reviewing fees, charging patterns and practices, carrier negotiations, revising paperwork, updating manuals and retraining personnel as necessary.

The Agency shall provide real-time, on-line services to handle all data processing requirements. The Agency shall store information in electronic or digital form. One year of activity shall be maintained on-line in the system for immediate access. Information older than one year shall be reposed onto a media separate from the online system, and shall be retained in secure format for 7 years. All collected information shall be backed-up with a separate media.

All software must be compatible with current software utilized by the IRCFR for incident reporting.

Agency is responsible for compliance with all HIPAA requirements.

The Agency shall be responsible for the transfer of all electronic files, records and other material maintained by any other agency.

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## Submittal Instructions

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Proposers shall submit the following:

**Information to Be Submitted:** Submit one marked printed original, five printed copies, and one electronic copy as a single pdf, submitted on USB drive, CD or delivered by email to [purchasing@ircgov.com](mailto:purchasing@ircgov.com) prior to the opening date and time. Submittals must include and are requested to be organized as follows:

- a. Describe the services offered by of the Agency, its history, including mergers and acquisitions, and an overview of clients served. Discuss your approach to providing these services to IRCFR, and additional services that may be of benefit. Explain your billing process, including timeline/schedule for coding and billing. Explain any modifications you would recommend to IRCFR's current rates.
- b. Provide summaries or biographies of the required Agency Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Agency's representative assigned directly to IRCFR's account. Describe your customer service staffing model, and provide details of how you ensure effective, positive, and productive service is provided to patients and clients.
- c. Describe your software system and highlight the interface IRCFR will use for access.
- d. Detail how a transition from existing agency to your agency would transpire.
- e. Describe methods used to prevent and identify fraud, and the methods used to ensure security of patient and billing data.
- f. Proposal Pricing Form
- g. Firm Information Form
- h. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- i. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- j. Certification regarding lobbying
- k. Certification regarding debarment
- l. County's Sample agreement with requested changes indicated (do not sign)

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
  1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.

- 5. After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Criteria for Award:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Agency Qualifications, Firm History and Approach	20
2. Customer Service	20
3. Software and Interface	20
4. Transition Plan	5
5. Data Security, Fraud Prevention, and Compliance	15
6. References	5
7. Price Proposal	15
<b>TOTAL</b>	<b>100</b>

**Anticipated Timeline**

<b>Event</b>	<b>Date</b>
Advertise for Proposals	Friday, March 24, 2023
Deadline for Questions	8 a.m., Monday, April 10, 2023
Proposals Due before 2:00 p.m. on	Wednesday, April 19, 2023
Initial Selection Committee Meeting	April 28, 2023
Interviews and/or Demos of software (if held)	May 8 or 9, 2023
Recommendation of Award presented to BCC	May 16, 2023
Contract term commences	June 1, 2023

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Responses must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

**Submission:** Submit one marked original and five (5) copies of your Proposal, **PLUS** one electronic copy as a single pdf (both printed and electronic copies are required).

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

**Indemnification:** The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

**Public Access:** The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract 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 the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity



crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

***Suspension and Debarment:*** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***Scrutinized Companies Lists:*** The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

***Non-Discrimination:*** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

**Regulations:** It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

**Applicable Law and Venue:** Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have

known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Committee Meetings:** Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site ([www.ircgov.com/departments/budget/purchasing](http://www.ircgov.com/departments/budget/purchasing)). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

**Awards:** The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

**Automobile Liability – Combined Single Limit \$500,000**

**Worker's Compensation** as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

**Professional Liability Insurance**

\$1,000,000 per occurrence  
\$2,000,000 aggregate combined single limit  
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.***

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## PROPOSAL PRICING – RFP #2023036 for Ambulance Billing and Coding Services

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Proposer submits the following prices for the work described in this solicitation:

Percentage of revenue collected by Agency and paid to IRCFR:

\_\_\_\_\_ %

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

(     )     -  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-mail

## FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. How many years has your organization been providing these services? \_\_\_\_\_
  
2. List State of Florida Registration Number(s): \_\_\_\_\_
  
3. List government agencies and private firm(s) with whom you have completed similar work:
 

Agency/Firm Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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Dates of Service: \_\_\_\_\_

  

Agency/Firm Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

4. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_

5. List all litigation cases during the past three (3) years in which the Proposer has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2023036  
for Ambulance Billing and Coding Services

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the



entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

\_\_\_\_\_  
(Date)

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 \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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**(This form MUST be submitted with your response)**

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

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

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

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

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

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

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## CERTIFICATION REGARDING LOBBYING

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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## Sample Agreement

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**THIS AGREEMENT** (“Agreement”) is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called COUNTY) and \_\_\_\_ (hereinafter called AGENCY). COUNTY and AGENCY, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK.** AGENCY will provide professional services for Emergency Medical Services (“EMS”) billing and coding services, in accordance with the specifications outlined in RFP 2023036.

**ARTICLE 2 – TERM.** The agreement shall commence on June 1, 2023, with an initial term of three years, with two three-year extensions available, based on AGENCY acceptance, and determination by COUNTY that renewal is in its best interest. Notice of intent to extend will be submitted to AGENCY no fewer than 90 days prior to expiration of the active term.

**ARTICLE 3 – FEE.** In consideration of AGENCY performing its obligations under this Agreement, COUNTY will pay AGENCY \_\_ percentage of net collections, as total compensation for services which have been authorized by COUNTY, provided proper invoices have been timely submitted by AGENCY in accordance with Article 4 of this Agreement.

**ARTICLE 4 – INVOICING AND PAYMENT.** AGENCY shall submit invoices at the end of each monthly billing period, in a form acceptable to COUNTY, for services rendered. AGENCY shall provide detail of billing rendered within 15 calendar days of the end of the billing period. Invoices shall be submitted electronically.

COUNTY shall make payment in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

**ARTICLE 5 – CHANGES, ADDITIONS AND DELETIONS.** COUNTY may at any time request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the AGENCY’s compensation, shall be mutually agreed upon by and between COUNTY and AGENCY, and only effective after written amendment to the Agreement has been approved by both parties. No claim for damages for anticipated profits shall accrue to AGENCY.

**ARTICLE 6 – INDEMNIFICATION.** AGENCY shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the AGENCY and persons employed or utilized by the AGENCY in the performance of the Work.

**ARTICLE 7 – STANDARD OF PERFORMANCE.** The standard of care for all services performed or furnished by AGENCY under this Contract will be the level of care that is ordinarily used by members of AGENCY’s profession practicing under similar conditions. Agency shall adhere to the professional guidelines established by: Fair Debt Collections Practices Act, Centers for Medicare and Medicaid Services (CMS), Private Insurance Companies and HIPPA.

**ARTICLE 8 – QUALIFICATION AND COMPLIANCE.** AGENCY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement, and agrees to comply with all applicable federal, state, and local statutes, regulations, codes, ordinances, and policies in

performing its obligations under this Agreement.

**ARTICLE 9 - SUPERVISION.** All services required herein will be performed by the AGENCY under its supervision, and all personnel engaged in the work shall be qualified and authorized or permitted under law to perform such services. AGENCY shall employ certified Ambulance Biller/Coders to provide coding and billing services for COUNTY.

**ARTICLE 10 – ACCURACY OF WORK.** AGENCY shall endorse all reports, data, and information derived in the performance of this Agreement and shall be responsible for the accuracy of the work. Throughout the work, AGENCY will prepare printed responses to comments received from COUNTY following review of work performance, invoices, and other related documents. AGENCY shall promptly correct errors and omissions in its data, assessments, and/or reports without additional compensation. AGENCY will re-perform any services not meeting acceptable standard without additional compensation. The AGENCY shall give immediate attention to any corrections or changes to minimize delay to others.

**ARTICLE 11 – INDEPENDENT CONTRACTOR.** The parties agree that AGENCY's relationship to COUNTY in providing services hereunder shall be that of an independent agency. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between COUNTY and AGENCY. In providing services hereunder, AGENCY shall represent itself to third parties as an independent agency to COUNTY and shall not hold itself out as having any authority to obligate COUNTY.

**ARTICLE 12 – NO CONFLICT.** AGENCY represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with COUNTY, to include officers or government officials, without the written permission of COUNTY, except as may otherwise be provided for herein. AGENCY is responsible for the payment of all employees' salaries, and for all other expenses incurred in connection with the performance of the duties and responsibilities established herein, except as otherwise provided. AGENCY covenants that it presently has no interest, nor shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Agreement. AGENCY further covenants that in the performance of this Agreement, no person having any such interest shall be employed or contracted with. No member, officer, or employee of COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE 13 - CONFIDENTIALITY.** AGENCY acknowledges that all documents, reports, assessments, information, data, and studies prepared by the AGENCY upon completion of the Agreement, shall be the property of COUNTY and be delivered thereto. Articles, papers, bulletins, reports, materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior written approval of COUNTY. Unless required by law, AGENCY agrees that its conclusions and any reports are for the confidential use and information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives. It is further agreed that, unless required by law, if any information should be released by the AGENCY without prior approval from COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the AGENCY, but should any such information be released by COUNTY or by the AGENCY with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 14 – INSURANCE.** shall at all times that this Agreement is in effect, cause to be maintained in force and

effect an insurance policy(s) that will ensure and indemnify COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the AGENCY in performance of the work during the term of this Agreement. AGENCY shall provide, at all times that this Agreement is in effect, insurance with limits of not less than:

- a) Workmen's Compensation Insurance in accordance with the State of Florida;
- b) Commercial General Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence;
- c) Professional Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

All policies of insurance required under this Paragraph will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to COUNTY. COUNTY will be named as an additional insured with respect to AGENCY's liabilities hereunder in insurance coverage identified in items B & C. Such policies shall name COUNTY as a co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Risk Manager at the time of the execution of this Agreement.

**ARTICLE 15 - CONTRACT DOCUMENTS.** The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Certificate(s) of Liability Insurance;
- (3) Request for Proposals 2023036 and Addenda (numbers to , inclusive);
- (4) AGENCY'S Submitted Proposal, including all forms;
- (5) Written Amendments to the agreement, executed by both parties.

**ARTICLE 16 - MISCELLANEOUS**

16.01 *Terms* - Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

16.02 *Assignment of Agreement* - No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

16.03 *Successors and Assigns* - COUNTY and AGENCY each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

16.04 *Severability* - Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and AGENCY, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16.05 *Venue* - This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

16.06 *Public Records Compliance* - COUNTY is a public agency subject to Chapter 119, Florida Statutes. AGENCY shall comply with Florida's Public Records Law. Specifically, the AGENCY shall:

- (1) Keep and maintain public records required by the COUNTY to perform the service.
- (2) Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the AGENCY does not transfer the records to the COUNTY.
- (4) Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the AGENCY or keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**  
**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**  
**Indian River County Office of the County Attorney**  
**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

Failure of the AGENCY to comply with these requirements shall be a material breach of this Agreement.

16.07 *E-Verify* – AGENCY is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. AGENCY is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

**Article 17 - TERMINATION OF CONTRACT.**

- A. The occurrence of any of the following shall constitute a default by AGENCY and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:
- (1) if in the COUNTY's opinion AGENCY is improperly performing work or violating any provision(s) of the Contract Documents;
  - (2) if AGENCY neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;



- (3) if in the COUNTY's opinion AGENCY's work is being unnecessarily delayed and will not be finished within the prescribed time;
- (4) if AGENCY assigns this Contract or any money accruing thereon or approved thereon; or
- (5) if AGENCY abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for AGENCY or for any of his property.

B. COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify AGENCY in writing of the grounds for termination and provide AGENCY with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY.

C. If the AGENCY fails to correct or cure within the time provided in the preceding Sub-Article B, COUNTY may terminate this Contract by notifying AGENCY in writing. Upon receiving such notification, AGENCY shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize AGENCY to restore any work sites.

D. The AGENCY shall be liable for:

- (1) any new cost incurred by the COUNTY in soliciting bids or proposals for and letting a new contract; and
- (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
- (3) any court costs and attorney's fees associated with any lawsuit undertaken by COUNTY to enforce its rights herein.

E. TERMINATION FOR CONVENIENCE: COUNTY may at any time and for any reason terminate AGENCY's services and work for COUNTY's convenience. Upon receipt of notice of such termination AGENCY shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by AGENCY as are permitted by the prime contract and approved by the COUNTY.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: AGENCY certifies that it and those related entities of AGENCY as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, AGENCY certifies that it and those related entities of AGENCY as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if AGENCY is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

COUNTY may terminate this Contract if AGENCY, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

#### **ARTICLE 18 – AGENCY REQUIREMENTS**

##### A. Agency agrees to:

- (1) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (2) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (3) Report to COUNTY any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (4) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the AGENCY agree to the same restrictions, conditions, and requirements that apply to the AGENCY with respect to such information;
- (5) Make available protected health information in a designated record sent to the COUNTY, as necessary to satisfy COUNTY's obligations under 45 CFR 164.524;
- (6) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY's obligations under 45 CFR 164.526;
- (7) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either "COUNTY" or "individual"] as necessary to satisfy COUNTY's obligations under 45 CFR 164.528;
- (8) To the extent the AGENCY is to carry out one or more of COUNTY's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and
- (9) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

##### B. Permitted Uses and Disclosures by AGENCY

- (1) AGENCY may only use or disclose protected health information as necessary to perform the services set forth in Agreement.
- (2) AGENCY may use or disclose protected health information as required by law.
- (3) AGENCY may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by COUNTY.

IN WITNESS WHEREOF, COUNTY and AGENCY have signed this Agreement in duplicate. One counterpart each has been delivered to COUNTY and AGENCY. All portions of the Contract Documents have been signed or identified by COUNTY and AGENCY or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**COUNTY:**

**AGENCY:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph H. Earman, Chairman

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
John Titkanich, County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Agent for service of process: \_\_\_\_\_

Designated Representative:  
David Johnson, Emergency Services Director  
4225 43<sup>rd</sup> Avenue  
Vero Beach, FL 32967  
772-226-3947  
djohnson@ircgov.com

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(If AGENCY is a corporation or a partnership, attach evidence of authority to sign.)