

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

REQUEST FOR PROPOSALS

19-009

AMBULANCE MEDICAL BILLING AND COLLECTION SERVICES

January 2019



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing & Emergency Medical Services**

REQUEST FOR PROPOSALS (“RFP”)

The Board of County Commissioners of Highlands County, Florida (“County”) will receive sealed Proposals in the Highlands County Purchasing Department (“Purchasing Department”) for:

RFP NO. 19-009 AMBULANCE MEDICAL BILLING & COLLECTION SERVICES

The County is seeking a firm with at least 5 years’ successful experience in ambulance billing and collection services.

Specifications may be obtained by downloading from our website: www.hcbcc.net, or www.VendorRegistry.com. For information contact: Chris Davis, Purchasing Manager; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6528 or E-Mail: cmdavis@hcbcc.org.

Determination of Proposer’s qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

A PRE-PROPOSAL meeting will not be held for this solicitation.

Each submittal shall include one (1) original and three (3) exact paper copies and one (1) exact electronic copy (CD or thumb drive) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, March 5, 2019**, at which time they will be opened. The public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the RFP number and name to identify the enclosed Proposal. Proposals received later than the date and time specified will be rejected.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board’s Local Preference Policy (“Local Preference Policy”) and the Board’s Women/Minority Business Enterprise preference will apply to the award of this RFP.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26,-Florida Statutes, should contact Mrs. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hcbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. County means Highlands County, a political subdivision of the State of Florida.
2. Proposer means the person or entity submitting a Proposal in response to this RFP.
3. Contractor means the Proposer whose Proposal is accepted by the County, who agrees to comply with the terms and conditions issued by the County in performing Services, and who signs a contract and a business associate agreement with the County.

B. All Proposals shall become the property of the County.

C. All Proposers shall comply with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE PROPOSAL FORM.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

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

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for 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 contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is 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; or
2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VII, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents, and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.

- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP with documentation of such authority provided with the submitted Proposal.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. *Workers' Compensation Insurance:* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. *Commercial General Liability Insurance: Occurrence Form Required:* Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. *Commercial Automobile Liability Insurance:* Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 4. *Special Requirements / Evidence of Insurance:*

- a. A copy of the Proposer's current certificate of insurance shall be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
- d. Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.
- O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.
- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal or Bid for more than one RFP or Invitation to Bid (ITB), each Proposal and each Bid must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. Proposals are only accepted if delivered to the location and prior to the time specified on the

RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.

- V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- aa. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods, or services for the County.

-END OF SECTION-

SECTION II. LOCAL PREFERENCE POLICY AND MBE/WBE PREFERENCE POLICY

- A. In accordance with the County's 2017 Purchasing Manual, Local Preference and MBE/WBE Preference is applicable for this Request for Proposal. Any Vendor claiming Local Preference must complete the Local Vendor Affidavit (See Section XVIII). Any Vendor claiming MBE/WBE Vendor Preference must supply evidence as indicated in the second paragraph below.
1. Any vendor claiming to be a Highlands County Entity shall deliver a written affidavit to the Purchasing Division with their proposal. The affidavit shall certify, that the business meets the definition of a Highlands County Entity, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury.
 2. W/MBE's may be given preference in the procurement process, after local vendors are given preference, unless otherwise prohibited or waived by the County Administrator. Any vendor claiming to be a W/MBE shall deliver adequate certification with their proposal from one of the following: Florida Minority Supplier Development Council, Women Business Enterprise National Council, The State of Florida Office of Supplier Diversity, Florida Department of Transportation, U. S. Small Business Administration, or Federal Aviation Authority. False representation of any vendor as a W/MBE may subject the vendor to suspension or debarment.

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes as an invitation only to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County determines that collusion exists among Proposers, all Proposals shall be subject to rejection.
- H. The County reserves the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 19-009

- A. ADDENDUMS: In this RFP, the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.hbcc.net and www.VendorRegistry.com. The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Proposer has no conflict of interest with any person or entity associated with the project or purchase contemplated by this RFP, including the County, other Bidders, or entities that have provided or are providing services or goods related to this RFP.
- C. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. JOINT PROPOSALS: In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
- E. MISUNDERSTANDINGS: The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve

the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

- F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 19-009

- A. PURPOSE: The County hereby gives notice that it intends to award a contract for Ambulance Medical Billing and Collections.
- B. MANDATORY PRE-PROPOSAL MEETING: No mandatory pre-proposal meeting will be held for this solicitation.
- C. PROPOSAL DUE DATE: The Proposal due date is as described on the Announcement sheet, page 3, of this RFP.
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services and provide all deliverables required by this RFP.
- E. CONTRACT MANAGER: This project is managed for the County by the Highlands County Emergency Services Director or his/her designee.
- F. INSURANCE: Contractor shall have and provide proof of insurance as described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT AND CONTRACT TERM: A written contract and business associate agreement shall be signed by the awarded Proposer and the County prior to issuance of a Purchase Order. A sample contract and sample business associate agreement are included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for three (3) years, and may be renewed for one additional three (3) year term upon written agreement of the parties. The County shall have the right to terminate the contract with or without cause upon thirty (30) days' notice.
- H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and Contractor and delivery of a Purchase Order by the County.
- I. CHANGE ORDER(S): The Contractor shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING: Each Proposer shall include pricing with its Proposal on the Proposal Submittal Form included in Section VIII of this RFP.
- K. INVOICING / COMPENSATION:

Contractor shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.

The Contractor's monthly invoice shall include a detailed identification of the services performed, the day the services were performed, and the time performing those services. The monthly invoice shall also include documentation for reimbursable costs, if any, incurred by the Contractor during the period covered by the invoice.

- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to complete the work with a different Contractor, the difference in the Proposal price of the services and the price paid the new Contractor to complete the work shall be charged to and paid for by the Contractor.

Contractor shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Contractor notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of this RFP or of the contract.

- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B (5) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B (5) of this RFP or any County-approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

-END OF SECTION-

SECTION VI. SCOPE OF SERVICES AND QUALIFICATIONS

SCOPE: The Contractor shall be responsible for billing, processing, and collection of the County's Emergency Medical Service fees and for providing related reporting and analytic services to County, as set forth in this RFP. All Services shall be compliance and in accordance with the most current revision of the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Care Reform Act, Federal Debt Collection Practices Law, and the Office of the Inspector General ("OIG").

HIGHLANDS COUNTY DEMOGRAPHIC DATA:

- County Population 102,883
- Land Area 1,000 sq. mi.
- Additional Residents (November-April, each year) 20,000
- Municipalities 2 Cities + 1 Town

HIGHLANDS COUNTY EMS DEPARTMENTAL INFORMATION:

The County's Emergency Medical Services ("EMS") provides around the clock emergency medical services for the County with 9 ambulances staffed 24 hours per day. EMS maintains 4 reserve ambulances. Communications is provided on a trunked P25 800 mhz radio system. EMS responds to approximately 15,000 requests for service per year and transports about 10,000 patients to three hospitals located within Highlands County and one hospital located outside the county. Other destinations are rarely utilized. Currently, EMS utilizes technology and software from ESO Solutions, Inc. ("ESO") for our electronic patient care reports ("ePCR") and patient data system. The system utilizes semi-ruggedized Dell laptop computers in each ambulance and PCs at each of the seven stations. Units remote into the current system through the Dell laptops. EMS uses Physio-Control Life Pak 15 monitors and currently does not transmit 12-Lead ECGs. The Dell laptops are used for navigation, tracking and dispatch communications. The County has a centralized E911 Center.

SERVICES

1. The Services provided by Contractor shall include complete and comprehensive medical billing, processing, and collection services, including but not limited to, provision of ancillary services such as a) training County personnel in the proper preparation and documentation for all run sheets and reports, b) performing all diagnosis and procedure coding as required for medical claims, c) filing all claims, d) providing toll free phone numbers and adequate staffing and availability for inquiries by patients and insurance carriers, d) preparing and sending patients and/or insurance carriers at least three statements in thirty (30), sixty (60), and ninety (90) day increments for amounts due, e) preparing accounts receivable reports, and f) working with attorneys and workers' compensation cases to pursue payments.

2. Contractor shall collect computer-generated run sheets from EMS on a daily basis. Contractor shall utilize software compatible with the ESO software utilized by EMS, including updates and modules necessary to maintain that compatibility.
3. The fee for the Services shall include all costs associated with providing the Services including, but not limited to, the following: personnel, hardware, software, statements, envelopes and return mail envelopes, claim forms, communication costs, printing, and postage. Proposals shall include a) flat fee and b) fee quoted as a set percentage of actually-collected revenues for non-Medicaid claims and a flat fee for Medicaid claims based on per patient encounter. Alternative fee structures may be submitted by Proposer.
4. Proposers must exhibit a proven track record in the processing of reimbursement claims in a professional and ethical manner. An explanation of a Proposer's process should be submitted with each Proposal.
5. Contractor's personnel who work with the County EMS charts, including without exception all of Contractor's personnel (including, if applicable, all contractors) that select procedure codes, diagnosis/conditions codes and modifiers and/or who file claims, must hold current certification as a NAAC Certified Ambulance Coder.
6. Contractor shall have a fully automated state-of-the-art software system, capable of handling multiple account processing and disposition, including any additional modules needed to interface with software used by EMS. Contractor must be capable of processing claims electronically for Medicare, Medicaid, and any private insurance which accepts electronic claims.
7. By signing the contract, Contractor certifies that neither it nor any of its personnel are on the Exclusion List maintained by the Office of the Inspector General (OIG). Contractor shall check their employees, contractors, and all other personnel against OIG Exclusions List monthly and shall report those findings to the Project Manager. Contractor shall not employ or contract with any excluded person or entity. By signing the contract, Contractor shall certify that it has the authority to comply with this paragraph.
8. Contractor shall interface with County personnel in a professional manner with reasonable but timely responses to inquiry.
9. Contractor shall maintain data security by use of software and any other means as necessary, subject to the approval of the County, to maintain the standards of Health Insurance Portability and Accountability Act ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HITECH"), and other applicable laws, rules, regulations, policies, and standards.
10. Contractor must be knowledgeable and able to provide support to EMS with enrollment and revalidation with the internet-based Medicare Provider Enrollment, Chain, and Ownership System ("PECOS").

11. Contractor shall have a Compliance Program in place with an identified Compliance Officer, who is formally trained in compliance issues of Medicare and Medicaid (including State of Florida Medicaid requirements). Contractor's Compliance Program shall supplement processes and procedures employed by the County.
12. Contractor shall provide an independent audit/test report stating that their system applications utilized under the contract are free and protected from known or anticipated security defects.
13. Contractor shall establish and maintain internal controls to ensure that transport billing is in conformance with applicable laws and regulations, and that transactions are accurate, properly recorded, and executed in accordance with policies and procedures of the County. The County may audit or investigate the system controls, and the Contractor shall cooperate with any audit or investigation.
14. Without limiting the generality of the foregoing, Contractor shall provide the following minimum Services:
 - a. Prepare and submit accurate and complete claims for reimbursement according to the rates established by the County, guidelines and procedures established by the Contractor and the County, and all applicable laws and regulations including those for Medicare, Medicaid, and any other applicable carriers, including both commercial and private insurances. County shall provide Contractor with information concerning further action required for collection of retroactive billing still active with County's current/prior medical billing service provider.
 - b. Provide labor, materials, and equipment for and conduct verification of the downloaded transport information and patient information. Contractor shall promptly notify the Project Manager regarding missing information required to complete the billing process. Contractor shall work with EMS personnel to ensure all required information is obtained to complete the billing process starting from the initial patient care report and ending when the individual payer account is considered paid in full or "uncollectible" pursuant to County policy. Contractor shall file any claim reviews and represent the County in Medicare/Medicaid appeals. Contractor shall also respond to any billing and collections questions by patients or, as applicable, by payors.
 - c. Perform daily claim-filings using Medicare, Medicaid, and commercial clearing house networks in conformance with applicable laws, rules, and regulations.
 - d. Provide an audit system designed specifically for the EMS/Transport accounts, so all information is made available to the County to monitor billing activities and accounts receivable at the discretion of the County in

as close to real time as possible. Contractor shall resolve or correct any discrepancies identified by the County within 10 days of the County's request.

- e. Perform periodic presentations to the Highlands County Board of Commissioners, upon request.
- f. Collect and process payments. Daily payment reports and Explanation of Benefits (EOB) will be faxed or sent electronically to the billing company for posting to patient accounts; therefore, the County's representative(s) must have immediate access to the account of each patient. Each Proposer shall address this process in its Proposal.
- g. Utilize a secure server/system for the purpose of sharing data and reports with authorized EMS personnel
- h. Accept full responsibility for all EMS consumer billing inquiries. Each Proposal shall describe methodology in its Proposal.
- i. Have an In-House Compliance program and make the services of that program available to EMS.
- j. Maintain all computer hardware and/or software necessary, including updates or necessary modules or additions, to fulfill the Services.
- k. Provide annual training to EMS personnel on topics including, but not limited to, charting practices and updates to Medicare and Medicaid Policies.
- l. Furnish daily, weekly, and monthly reports as requested by the Project Manager, including but not limited to: daily activity report, financial summary, accounts receivable, and aging reports. Reports shall be sent electronically, with monthly financial report for balancing sent within the first (7) seven business days of each month.
- m. Defer decisions regarding write-offs to the County to be handled pursuant to County policies and procedures.
- n. Immediately provide to the Project Manager electronic documents concerning procedure changes relating to the Medicare "B" coverage and Medicaid coverage for ambulances and any other commercial/individual insurance carrier changes that develop throughout the course of the contract.
- o. Conduct not less than quarterly in-person site visits to the County to discuss the ongoing performance of Services.

- p. Prepare and mail invoices to patients and/or parties responsible for co-pays and/or deductibles, private pay, and uninsured patients, or as directed by the Project Manager or his designee.

15. Deliverables:

- a. Contractor shall report (by the 10th of each month) and remit funds (by the 8th of each month) collected monthly to the County. Contractor's report shall include incident number, date of transport, patient name, origin, destination, service level, mileage, and gross charges. The report shall also consist of the following:
 - i. Breakdown of transport volume, billed amounts, and collected dollars (both monthly and fiscal year-to-date) by:
 - 1. Advanced Life Support ("ALS") transport unit
 - 2. Basic Life Support ("BLS") transport unit
 - 3. Interfacility transport units
 - ii. Summary by Medicare Healthcare Common Procedure Coding System ("HCPCS") code of all transports completed.
 - iii. Summary by Payor category for all reimbursement received by the County.
 - 1. Medicare
 - 2. Medicaid
 - 3. Insurance
 - 4. Private pay
 - iv. Total dollars billed to the County by the contracted agency.
 - v. Total dollars identified to be refunded to Payor.
 - vi. Total dollars remaining from aged accounts that have not been reimbursed by either private pay, commercial insurance, or Medicare/Medicaid.
 - vii. All accounts referred to the County for delinquent debt collection or write off.
 - viii. Aged accounts receivable, sorted based on Payor category, at 30, 60, 90 and 120 days increments. The report should include the date of last activity on the account and where next payment is expected from.
- b. A monthly report of all account denials broken down per Payor category and reason for denial.
- c. A monthly report of all accounts of uninsured patients or residents for which other payment resources have been exhausted.
- d. As requested, provide fiscal data and necessary assistance for all applicable or similar reimbursement programs.

- e. A monthly customer service inquiry report representing number of calls, reason for call, minutes on call / hold, response times and other pertinent information.
- f. Contractor shall participate in quarterly in-person meetings at County's location at dates and times agreeable by County to report on accounts receivable and billing status, collections, trending, industry requirements and other items agreed upon by the County and Contractor.
- g. Contractor shall post payments to the appropriate accounts and provide payment posting and revenue reports to the County by the 10th of each month. Contractor's personnel involved in or supervising work under this section shall be sufficiently bonded by Contractor. Contractor will ensure that all checks are scanned and sent electronically to the bank of County's choice. As remote deposits are made into the County's specified bank, Contractor shall send via fax a Confirmation Page for this transaction to the County's designee.
- h. At a minimum, the following reports are required to be furnished to Highlands County EMS on a monthly basis no later than 10 days following the first of every month. These reports must have content and formatting similar to what Highlands County EMS currently uses in-house so as to ensure continuity of our processes.
 - Monthly Invoice
 - Call Summary
 - Charge Detail
 - Charge Summary
 - Credit Detail
 - Credit Summary
 - Charge Schedule and Event Summary
 - Aging Call Detail
 - Aging Patient Detail
 - Aging Summary
- i. Prepare and distribute invoices according to the rates and policies established by the County and in compliance with Medicare, Medicaid services, and all Federal and State Laws. For purpose of invoicing and billing, Contractor shall:
 - i. Utilize available resources and databases to obtain billing and insurance information on private pay clients.
 - ii. Complete monthly billing reconciliation. The Reconciliation report is to be dropped to Highlands County EMS by the 10th of every month. Corrections to any reconciliation reports are to be address no more than 7 days after error has been reported by the County.
 - iii. Report to the County any "Not Medically Necessary" and "Missing Signature" ePCRs, or any other correctable error by County, and allow for correction or resubmission by the County as identified by the Contractor's coding and compliance team.

- iv. Identify and explain all refunds.
 - v. Function as the point of contact for customer service issues as applied to ambulance billing.
 - vi. To the highest extent possible, provide support to both the County and our customers in regard to all issues that may be present.
 - vii. Provide and support any software tools necessary to extract billing files from the County's electronic patient care records system.
 - viii. Provide the County with additional reports regarding uncollectable accounts and payment plan status as requested by and in a format required by the County.
 - ix. Furnish invoices to the applicable patient and responsible payor each month for three (3) months. If an invoice has not been paid within 120 days, the patient, the responsible payor, and the County shall be notified of the delinquent amount.
 - x. Report to County all accounts that have been determined to be uncollectible pursuant to County policy.
14. Customer Service: Contractor shall provide a staff of Customer Service Representatives that will be available and ready to assist County's patients and Highlands County EMS staff with patient account information Monday through Friday, 8 a.m. to 4 p.m., excluding holidays recognized by the County. Contractor shall ensure its customer service representatives participate in routine training. Contractor shall provide an account manager for Highlands County EMS to utilize as a point of contact.
15. Contractor's provision of collection services shall include representing the County when claims are denied or under paid.
16. County reserves the right to recall accounts from Contractor upon written notice which shall have immediate recall effect.
17. County reserves the right to return accounts to the Contractor if the County determines that Contractor failed to file proper insurance or failed to follow up on outstanding insurance claims.
18. Contractor shall provide all materials and resources required for the performance of the contract including, but not limited to, facilities, equipment, statements, postage, and personnel.
19. Contractor shall provide, train, and retain staff who will work closely and candidly with County staff and its patients to ensure collection from every billable ambulance run as practical.
20. Contractor shall be fully prepared and able to implement all Services effective within 14 days of execution of the contract and business associated agreement.
21. Contractor shall provide a local or toll-free customer service number for use by patients and the County. Contractor shall list this number(s) on all correspondence.
22. Contractor shall ensure its personnel performing work under the contract are respectful and mindful of the needs of the County's citizens and patients. Contractor will fully assist

the County's citizens/patients in regard to billing inquiries. Pursuant to County policy, weekly and monthly installment payments can be made available to patients.

23. Contractor shall participate with the Florida State Supplemental Reimbursement Program, Public Emergency Medical Transportation Program (PEMT), including but limited to requirements that may be needed for processing of said funds by the State of Florida. Upon receipt of said funds, Contractor agrees to process and apply to applicable patient accounts.

--END OF SECTION--

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title to identify the enclosed Proposal.
- C. Each Proposal shall include one (1) original and three (3) exact paper copies, and one (1) exact electronic copies (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.
 - 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided however, that confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section VIII of this RFP.
- E. At the discretion of the Evaluation Committee one or more Proposers may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

TAB-A

----- (No points)

1. Proposal Submittal Form (required, see Section VIII of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, E-Verify Certification, and Local Preference Affidavit, if applicable.
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form)

The pages from Tab-A do not count toward the fifty (50) page allowance.

TAB-B

1. **Introduction of your Organization** (Maximum of 10 points)
2. **Minority or Woman Owned Business Certificate** -----(Maximum of 5 points)
Please note, this certificate must be held by the Proposer.
and/or
Local Business (Submit Local Business Affidavit) -----(Maximum of 5 points)
3. **Ability of Personnel** (Maximum of 20 points)
 - a. Identify each principal of the firm and other "key personnel" who will be associated with the County. Describe their respective areas of expertise; include their personalized resumes, which identify the qualifications, training and experience of each key personnel.
 - b. Provide a project team organizational chart and describe the level of involvement anticipated with County staff.
 - c. Identify any proposed subcontractors (if any) by listing name, address, point of contact, telephone number and a description of the work that will be performed.
4. **Relevant Firm Experience** (Maximum of 40 points)
 - a. Provide example flow schematics from at least three (3) projects for a public safety organization of similar size or larger than Highlands County performed by your firm in the past three (3) years, in the State of Florida.
 - List and provide copies of the applicable certifications/licenses/credentials of the person designated in Tab B, section 3, above, and describe their experience for the service being proposed.

5. **Location / Accessibility** (Maximum of 10 points)
- a. State the Proposer's office location(s)
 - b. Explain how we can access your contact, and the estimated response time.

6. **Reference letters** (Maximum of 20 points)
- The Proposer must provide three (3) references of clients for similar work completed in the last five (5) years by the Proposer. The Scope of Work shall be indicated. Provide references including address, contact name, telephone number and e-mail address. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the reference if he or she is no longer available at the applicable client.

7. **Description of Services** (Maximum of 40 points)
- a. Describe your billing/claim follow-up methodology and process.
 - b. Describe in detail the hardware and/or software to be used including versions and vendor sources thereof, the confidentiality safeguards and HIPAA protections, and the backup processes used to restore lost or stolen data.
 - c. Describe in detail how the County would recover from a default by your firm during the contractual period using the medical accounts receivable software. Explain how we would recover if you and/or your software vendor should stop doing business for any reason.
 - d. Provide information on training services. Initial on-site training will need to be provided to the County's EMS staff. If there is an additional cost for the initial on-site training, please specify and list training fees separately. This is the only cost that may be listed separately. All other costs shall be included in the fixed cost/percentage to provide Services.
 - e. List the capabilities of your firm to receive data (demographics, charges, and medical necessity information) from the County electronically.
 - f. List the capabilities of your firm to send data (demographics, charges, and medical necessity information) to payors for payment electronically.
 - g. Describe the process your firm will use to separate billing, monies received to Highlands County EMS.
 - h. Describe your firm's quality assurance process, and your firm's performance with the following benchmarks: collection percentages for

Medicare EMS at 70%, Medicaid EMS at 90- 100%, Private Insurance EMS at 60 %, Self-pay EMS at 10%, Medicare Non-Emergent at 75-85%, Medicaid Non-Emergent at 90 – 100% Self-Pay Non-Emergent at 60 – 80%. Describe how your firm would address performing below these benchmarks.

- i. Provide the collection percentage, of five (5) different government accounts, based on the amount billed for each category of charges, i.e., Medicare, Medicaid, insurance and self-pay. Include the collection percentage based on the amount allowable for each category. Include the total number of claims, the total receivables billed and collected for each category. Be prepared to show how and what items are used in such calculation.
- j. Describe what payment options are available to customers (credit cards, personal check, online payments, over the phone payments, etc.). State whether any “convenience” fees are charged for any one or more such services and list the amount of all such fees.
- k. Discuss the audit system to be designed for the County and how it will be made available to monitor billing activities and accounts receivable at the discretion of the County and the EMS Division.
- l. Provide a complete time line detailing the implementation of Services to ensure a startup date of August 26, 2019, and include a detailed list of what will be required from the County by specific dates.
- m. Optional: Indicate if firm can offer debt collection services and pricing for such services beyond the primary scope of this RFP which is a 120-days following billable event. Indicate if the debt collection is available through firm or facilitated by firm.

8. Price Proposal

(Maximum of 40 points)

Price Proposal Form must be submitted to be considered for award. Proposer should submit its fee proposal for all its Services. Itemize the fee as a: a) fixed fee and b) a combination of a fixed fee and percentage of revenue collected. In addition, indicate whether a minimum fee will be required and how often. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses, in an itemized list. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated Services.

9. Litigation History

(Maximum of 20 points)

Identify any litigation that the firm has been involved in over the last five (5) years with a description of the circumstances and the outcome.

10. **RFP Format** (Maximum of 10 points)

The Proposal shall be prepared and submitted in accordance with the Proposal Format Criteria required by this Section.

TAB-C

----(No points)

The Proposer may include additional material that the Proposer deems to be pertinent, but not specifically requested pursuant to this RFP. Please note that pages under Tab-C count toward the 50-page allowance. Material in this section cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

G. **PRESENTATIONS** (*If Requested by Committee*) (Maximum 25 points per Evaluator)

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. If the schedule changes, a two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Proposers should include the key personnel that will be responsible for the County contract and services.

-END OF SECTION-

SECTION VIII. PROPOSAL SUBMITTAL FORM

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION: RFP 19-009 – AMBULANCE MEDICAL BILLING AND
COLLECTION SERVICES

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged by placing the date and Addenda numbers reviewed in the boxes below):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

PROPOSED PRICE

Provide the contract fee or percentage fee for providing Billing & Collection services as outlined in the attached RFP.

Option 1: Fixed contract fee - _____

Is the above fee fixed for the initial term ending September 30, 2020?

YES ____ ; NO ____

If no:

Fixed fee and percentage ending September 30, 2021 _____

Fixed fee and percentage ending September 30, 2022 _____

Option 2: Fixed Fee (Medicaid, per patient encounter) - _____ PLUS, Percentage contract fee - _____; provide the variable you intend on multiplying the percentage by to determine the estimated annual payment, including a sample of the report that you will retrieve that number from:

Percentage _____ X (_____) _____ = _____

+ Fixed Fee: _____

= estimated annual fee _____

Is the above (fixed fee and percentage) fixed for the initial term ending September 30, 2020?

Yes ____; No ____

If no:

Fee ending September 30, 2021 _____ X _____ = _____

Fee ending June 30, 2022 _____ X _____ = _____

Option 3: Alternate option different from the above that you propose. Please explain this option by providing a written description as well as a mathematical equation, providing examples of where the variables in the mathematical equation will be obtained.

Minimum required compensation: _____ (include frequency, e.g. monthly/annually)

Itemized list and estimate of additional expenses, if any: _____

Optional- Additional Pricing Sought: Proposers may, but are not required to, indicate applicable pricing and ability to provide or facilitate provision of debt collection services for invoices that remain unpaid subsequent to completion of services under the RFP primary scope (i.e., post-120 days from initial billing).

The County reserves the right to further negotiate pricing.

SUBMITTED ON: _____, 20____.

SIGNATURE: _____ (seal)

Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

SECTION IX. SAMPLE EVALUATION SCORE SHEET

<u>CRITERIA FOR EVALUATION</u>	<u>Maximum Points</u>		<u>Score</u>
B-1) <u>Introduction of Organization</u>	<u>10</u>	x 1	
B-2) <u>Minority or Women Owned Businesses</u>	5		
B-2) <u>Local Preference Not more than 5% of total score</u>	5		
B-3) <u>Ability of Personnel</u>	10	x 2	
B-4) <u>Relevant Firm Experience</u>	10	x 4	
B-5) <u>Location / Accessibility</u>	10	x 1	
B-6) <u>Reference Letters</u>	10	x 2	
B-7) <u>Description of Services</u>	10	x 4	
B-8) <u>Price Proposal</u>	10	x 4	
B-9) <u>Litigation History</u>	10	x 2	
B-7) <u>RFP Format</u>	10	x 1	
<u>SUBTOTAL</u>			
<u>PRESENTATION (If Requested by the Evaluation Committee)</u>	<u>25</u>		
<u>TOTAL</u>			

SECTION X. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications according to Sections VI and VII of this RFP. Failure to supply the required documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public, and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators or County may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent ranking. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
- B. After review of the Proposals, at the discretion of the Evaluation Committee, (all or some of, based on preliminary scores, the top ranked) Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. The Contract will be awarded to one (1) Proposer.

SECTION XI. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract, including the incorporated business associate agreement, will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

SECTION XIII. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or

other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
January 30, 2019		First Advertisement
February 6, 2019		Second Advertisement
February 25, 2019	5:00 P.M.	Deadline to submit questions (RFI's)
February 26, 2019	5:00 P.M.	Deadline to release responses by County to RFI's
March 5, 2019	3:30 P.M.	Proposal due date
March 21, 2019	9:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
April 11, 2019	8:30 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
April 17, 2019		Anticipated award date
June 4, 2019		Anticipated contract consideration by the Board, if required

Dates are subject to changes

SECTION XV. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

Chris Davis
Highlands County Purchasing Department
600 S. Commerce Ave., Sebring, FL 33870-3809
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org

SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on February 25, 2019, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on February 26, 2019.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

CONTRACT

This Contract (“Contract”) is made _____, 2019, by and between Highlands County, a political subdivision of the State of Florida (“County”) and _____ (“Contractor”). In consideration of the mutual covenants to be performed by the parties pursuant to this Contract, each party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF SERVICES

Contractor hereby agrees to provide the County with the ambulance billing and collection services described in the Highlands County Board of County Commissioners’ (“Board”) RFP 19-009 attached hereto and included herein as Exhibit A (the “Services”) pursuant to the Contractor’s Proposal, which includes pricing and compensation, attached hereto and incorporated herein as Exhibit B. Contractor shall report to _____ (“Project Manager”) or his/her designee on all requirements of this Contract. With regard to protected health information, Contractor’s Services shall be governed by the terms and conditions set forth in the Business Associate Agreement attached hereto as Exhibit C, which shall be executed contemporaneously with this Contract.

In the event of a conflict between the provisions in this Contract and the provisions on Contractor’s Proposal, the provisions in this Contract shall govern. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of, and approval by the Project Manager. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM

Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP.

ARTICLE 3. CONTRACT PRICE

Pursuant to Exhibit B, the amount that will be paid by the County to the Contractor for successful completion of the Services is \$_____ [in figures] (____) [in words]. [Include payment breakdown.]

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit twelve (12) invoices, each for \$_____ [in figures] (____) [in words], plus any reimbursable costs pre-approved, in writing, by the Project Manager that are incurred in the period covered by the invoice. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County’s Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month for the remaining eleven (11) months of the initial term of the contract, unless earlier terminated.

For example: If the start date specified in the Purchase Order is November 5, 2018, then the first invoice to be submitted in December of 2018 will be for the period ending November 30, 2018, and an invoice will be submitted each month thereafter for the period ending on the third day of that month, unless earlier terminated.

Invoices shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Board's Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Contractor pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person in its response to Tab B of the Board's RFP 19-009, or any County approved replacement of such person in Tab B, without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B of the RFP or any County approved replacement ceases to provide services pursuant to this Contract.

Contractor shall maintain sufficient staff to perform the Services. Contractor shall remove any person from performing Services upon a determination by the County that such person is or has been careless, incompetent, insubordinate, reasonably objectionable, or whose continued presence on the job is deemed to be contrary to the best interest of Highlands County. Any personnel of Contractor who is charged with or is being prosecuted for a felony will be considered reasonably objectionable. Contractor warrants and represents that it has the right and power to fulfill its obligations under this Article.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 9. INSURANCE

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) *Commercial General Liability.* Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such

insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Liability / Errors and Omissions Insurance.* Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Agreement and encompass the term of any Sales Order. The coverage shall be renewed or include a “tail” or discovery, or continuance renewal of coverage for a period of three (3) years following the termination of this Agreement or any Sales Order.

(e) *Cyber Risk / Data Breach Liability / Privacy Insurance.* Contractor shall have and maintain cyber liability / data protection insurance with a limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. The policy shall provide coverage extending to the County’s losses resulting from Contractor’s activities for (i) liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information (including but not limited to damages, defense costs, fines and penalties) and any related forensic costs, crisis management and mitigation costs (including, but not limited to, notification costs, credit protection services, and public relations expenses), investigation costs; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to services, including denial of service, unless caused by a mechanical or electrical failure; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon; (iv) fines, penalties, expenses, and defense costs resulting from any government or regulatory investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and (v) non-physical business interruption. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after

receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to providing the Services, materials, and equipment specified in this Contract, including, but not limited to, Health Insurance Portability and Affordability Act (HIPAA), State of Florida privacy laws, and the Florida Consumer Collection Practices Act. Contractor shall comply with all federal, state, and local laws that may affect the Services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

Contractor shall hold all licenses, certifications, and required registrations and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor’s personnel who perform work under this Contract shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor’s failure to obtain and maintain required licenses, certifications, or registrations shall be borne by Contractor. All fees, permits, certifications, licenses, and registrations are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. WORK PRODUCT

Research, data collection, and preparation of Services and other related work product developed by Contractor under this Contract shall become the property of County without restrictions or limitations and shall be made available to County at any time upon its request.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Contract 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). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract without prior written consent of the Project Manager. If subcontractors are permitted, Contractor shall require the subcontractor be bound by the terms and conditions of this Contract. Contractor shall be solely responsible to pay its subcontractors. Contractor remains responsible for all its obligations under this Contract. County may withdraw consent for Contractor’s use of subcontractors at any time.

ARTICLE 18. PROJECT MANAGER

The County hereby designates the person having the following position as the Board’s Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

Project Manager: _____

The Contractor’s primary contact person for Services performed pursuant to this Contract shall be: _____, Telephone: _____, E-mail: _____. Contractor shall provide County with immediate notice if there is a change to the Contractor’s primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
501 South Commerce Ave.
Sebring, FL 33870
Attn:

To Contractor:

Attn: _____

ARTICLE 20. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 21. BANKRUPTCY

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

ARTICLE 24. COMPLAINTS

Complaints against the Contractor in connection with the Contractor's performance of Services shall be processed through the Highlands County Purchasing Department ("Purchasing Department") with input from the County's EMS division. It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Contractor with written notice of a received complaint. Contractor shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Contractor's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Contractor's failure to timely respond to the County's notice or Contractor's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Contract.

ARTICLE 25. DISPUTE RESOLUTION. The Parties will use the following procedure to address any dispute arising under this Contract (a "Dispute").

A. Negotiation.

(a) *Notice of claims or disputes.* All claims or disputes (hereinafter generally referred to as "contract claim(s)") by Contractor against the County relating to this Contract, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County's purchasing manager for initial informal review and determination.

(b) *Requested information.* During the initial review stage provided for in subsection (1) above, Contractor shall supply any additional information requested by the County's purchasing manager within the time period set forth in the request. Failure of Contractor to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

(c) *Authority of the purchasing manager to resolve formal contract claims.* The purchasing manager is authorized to resolve any claim arising out of the performance of this Contract at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

(d) *Notice to Contractor of the purchasing manager's decision.* The written decision of the purchasing manager pertaining to Contractor's formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

(e) *Adverse decision.* If an adverse decision on the Contractor's formal contract claim has been rendered by the County's purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

(f) *Finality of purchasing manager's decision.* The purchasing manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

25.2 **Mediation.** The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

25.3 **Litigation, Venue, and Jurisdiction.** If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the County may terminate this Contract in accordance with Article 27.1 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Contract. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Contract shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 26. FAILURE TO PERFORM

The Contractor shall be prepared to start providing services within fourteen days (14) days after execution of this Contract by Contractor and County. Failure to complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply service, the County may use the services provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

ARTICLE 27. TERMINATION

27.1 **County May Terminate For Convenience.** Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Contractor shall not be paid for loss of anticipated

overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

27.2 If Contractor breaches any term of the Business Associate Agreement, attached hereto as Exhibit C, or if the Business Associate Agreement is not executed by the parties, determined to be void or voidable (in part or in whole), or is terminated, cancelled, or otherwise rendered of no effect, the County may immediately terminate this Contract. In such case, Contractor shall be paid only for completed Services rendered prior to the effective date of termination where Services are completed to the satisfaction and approval of the County.

27.3 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County shall only be responsible for payment to Contractor based upon Services satisfactorily completed up to the date of termination.

ARTICLE 28. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (EEO) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION

Any provision or part of this Contract 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 Contractor, who agree that this Contract 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.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 32. MISCELLANEOUS PROVISIONS

- 32.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 32.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 32.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Services.
- 32.5 Contractor shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION

- 33.1 Definitions. As used in this Article.
 - (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii Does not perform any substantial duties applicable to the Contract.
 - (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
 - (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
 - (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

- 33.2 Enrollment and verification requirements.
- (a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - i. All new employees.
 - (A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
 - (b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.
- 33.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.
- 33.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.
- 33.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 34. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or 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 if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE

If by providing services to County pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of 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 the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870**

ARTICLE 36. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both parties.

ARTICLE 37. ADDITIONAL CERTIFICATIONS

37.1 By signing this contract, Contractor certifies that neither it nor any of its personnel are on the Exclusion List maintained by the Office of the Inspector General (OIG). Contractor shall check their employees, contractors, and all other personnel against OIG Exclusions List monthly and shall report those findings to the Project Manager. Further, Contractor represents and warrants that as of the date of its signing of this Contract, neither it nor any of its employees are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Contractor additionally represents that no final adverse action by the federal or state government has occurred or is pending or threatened against it, its affiliates, or, to its knowledge, against any employee or agent engaged to provide Services under this Contract. Contractor also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, Contractor will promptly notify the County. County retains the right to terminate or modify this Agreement in the event of Contractor’s exclusion from a federal or state health care program. By signing this contract, Contractor certifies that it has the authority to comply with this paragraph.

37.2 Contractor shall maintain data security by use of software and any other means as necessary to maintain the standards of Health Insurance Portability and Accountability Act (“HIPAA”), Health Information Technology for Economic and Clinical Health Act (“HITECH”), and other applicable laws, rules, regulations, policies, and standards. Contractor shall execute a Business Associate Agreement, attached hereto as Exhibit C, contemporaneously with this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

HIGHLANDS COUNTY, a political subdivision of the State of Florida
By its Board of County Commissioners

By: _____
Robert W. Germaine, Clerk

By: _____
James L. Brooks, Chairman

ATTEST:

a _____ corporation

By: _____
Print Name: _____

By: _____
Print Name: _____

Exhibit C to the Contract

Business Associate Agreement

This Business Associate Agreement (the "Agreement") is entered into between Highlands County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and _____ Entity Name _____, a _____ Florida not-for-profit organization / corporation / local government entity / etc... _____, effective on this ____ day of _____, 20 ____.

WHEREAS, only select Highlands County departments meet the definitions of a Covered Entity pursuant to 45 C.F.R. § 160.103 and such departments have been designated as a Hybrid Entity under the Health Insurance Portability and Accountability Act ("HIPAA") pursuant to 45 C.F.R. §§ 164.103 and 164.105;

WHEREAS, Highlands County, pursuant to 45 C.F.R. § 164.105(a)(2)(iii)(D), has designated that Highlands County's EMS is a health care component of the County and as such will be treated as a "Covered Entity";

WHEREAS, _____ Entity _____ ("Business Associate") is providing services to or on behalf of the Covered Entity pursuant to name of agreement effective as of date ("Underlying Agreement");

WHEREAS, pursuant to the Underlying Agreement, Covered Entity discloses to the Business Associate certain Protected Health Information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 as currently in effect or as amended (collectively, the "HIPAA Rules");

WHEREAS, Covered Entity desires to receive satisfactory assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Rules.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements, and obligations herein stated, the parties agree as follows:

1) Incorporation of Recitals and Definitions.

- a) The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- b) The parties hereby incorporate into the Agreement the requirements and obligations imposed upon them by the HIPAA Rules. To the extent that the Agreement imposes more stringent requirements than those contained in HIPAA Rules, those more stringent requirements of the Agreement will control.
- c) The terms "Covered Entity" and "Business Associate" shall generally have the same definitions as set forth in the HIPAA Rules and, in reference to a party to this Agreement, shall have the meanings set forth above.

- d) Terms used but not otherwise defined in this Agreement, whether capitalized or lowercase, shall have the same meaning as the term is defined in the HIPAA Rules, including, but not limited to, the following terms: breach, data aggregation, designated record set, disclosure, health care operations, individual, person, record, required by law, security incident, subcontractor, use, workforce. The term “individual” may also apply to personal representatives, adults and emancipated minors, and unemancipated minors in accordance with 45 C.F.R. 164.502(g).
- e) When the term Protected Health Information (“PHI”) is used in this Agreement, it references PHI created, received, maintained, or transmitted by the Business Associate in its capacity as Business Associate to the Covered Entity. PHI includes the term “Electronic Protected Health Information” or “E PHI” for purposes of this Agreement.

2) Use, Disclosure, and Safeguards of PHI by Business Associate.

- a) Business Associate shall use and/or disclose PHI only as necessary to perform the services set forth in the Underlying Agreement. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- b) When using, disclosing, or requesting PHI, Business Associate shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Limited exceptions to this requirement shall be permitted as set forth in 45 C.F.R. 164.502(b)(2).
- c) Business Associate shall use appropriate safeguards and comply, as applicable, with subpart C of 45 C.F.R. 164, the Security Standards for the Protection of Electronic Protected Health Information, to prevent use or disclosure of PHI and to ensure the confidentiality, integrity, and availability of PHI. To the extent Business Associate is to carry out Covered Entity’s obligation under subpart C of 45 C.F.R. 164, Business Associate shall comply with the requirements of the subparts that apply to Covered Entity in the performance of such obligation.

3) Additional permitted uses.

- a) Business Associate shall not use or disclose PHI in any manner that would violate the requirements of 45 C.F.R. Part 164 Subpart E, if done by the Covered Entity, except that:
 - i) Business Associate may use PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii) Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate provided: (1) disclosure is required by law or (2) the Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the limited purpose for which it was disclosed to the person, and the person or entity immediately, but in no less than seven (7) calendar days notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii) Business Associate may provide data aggregation services relating to the health care operations of Covered Entity. Data aggregation shall mean as defined in 45 C.F.R. 164.501.
- b) Business Associate is authorized to de-identify PHI in accordance with 45 C.F.R. 164.514(a)-(c) in order to provide the services set forth in the Underlying Agreement. Business Associate shall de-

identify and/or re-identify PHI in the manner authorized by HIPAA Rules, and shall use and disclose such de-identified PHI only as permitted to perform services pursuant to the Underlying Agreement.

4) Mitigation, Notice, and Reporting.

- a) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of this Agreement, its own policies and procedures, or under HIPAA.
- b) Business Associate shall immediately, but in no less than 10 calendar days from discovery, report to Covered Entity any suspected or confirmed access, acquisition, use, or disclosure of PHI not authorized under this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required at 45 CFR § 164.410, and any security incident of which it becomes aware.
- c) Business Associate shall not conduct breach notifications to Individuals, the Office for Civil Rights of the United States Department of Health and Human Services, or the media on behalf of Covered Entity without prior notice to Covered Entity.
- d) Business Associate shall cooperate with Covered Entity to: conduct investigation regarding the suspected or confirmed breach or security incident; fulfill required risk analyses; and fulfill Covered Entity's notice requirements.
- e) Business Associate shall pay for and/or reimburse Covered Entity for expenses incurred by Covered Entity related to a breach or security issue caused by Business Associate or its agents or subcontractors including, but not limited to, expenses related to notifying individuals of the breach or security incident and efforts to mitigate harm.

5) Subcontractor(s) of Business Associate. Provided Business Associate's use of subcontractors is permitted under the terms of the Underlying Agreement:

- a) Business Associate may disclose PHI to a subcontractor, if not otherwise prohibited by law or regulation, only if Business Associate first obtains satisfactory assurances that the subcontractor will appropriately safeguard the information.
- b) Business Associate will ensure any subcontractor(s) that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information.

6) Access, Amendment(s), and Accounting to Individuals.

- a) Business Associate shall, in accordance with 45 C.F.R. 164.524, timely provide access to PHI to Covered Entity or an Individual who is the subject of the PHI. Business Associate shall require the Individual to make the request for access in writing, and shall inform the Individual of such requirement.
- b) Business Associate shall, in accordance with 45 C.F.R. 164.526, timely make available for amendment PHI or a record about an Individual in a Designated Record Set on an Individual's request for amendment or as directed by Covered Entity. Business Associate shall require the Individual to make the request for amendment in writing and provide a reason to support a requested amendment, and shall inform the Individual of such requirement. Business Associate shall incorporate accepted amendments in accordance with the provisions of 45 C.F.R. 164.526,

and immediately, but in no less than seven (7) calendar days, notify Covered Entity of such amendment.

- c) Business Associate shall, in accordance with 45 C.F.R. 164.528, timely make available the information required to provide an accounting of Disclosures to an Individual.
- d) Business Associate shall notify Covered Entity of any requested access or amendment to PHI or a Designated Record Set, or a request for an accounting of Disclosures, no later than seven (7) calendar days from such request; in no circumstance shall notification to Covered Entity occur subsequent to action by the Business Associate on such request.

7) Books and Records.

- a) Business Associate shall make its internal practices (including policies and procedures), books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary of the United States Department of Health and Human Services, or his or her designee for purposes of determining compliance with the HIPAA Rules.
- b) Business Associate shall make its internal practices (including policies and procedures), books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, available to Covered Entity within ten (10) calendar days of request by Covered Entity.

8) Termination.

- a) This Agreement, and amendments or supplements as may be entered, shall remain in full force and effect until the termination or natural expiration of the Underlying Agreement. The terms and conditions of this Agreement shall remain in full force and effect even upon the termination or natural expiration of the Underlying Agreement if required by law or regulation. For the avoidance of any doubt, Business Associate shall fulfill the requirements of the HIPAA Rules following conclusion of its relationship with Covered Entity as related to PHI.
- b) This Agreement may be terminated by Covered Entity if Covered Entity, in its sole discretion, determines that Business Associate has violated any term of this Agreement. Termination of this Agreement shall operate to terminate Covered Entities obligations in the Underlying Agreement.
- c) At termination or natural expiration of the Underlying Agreement, Business Associate shall, if feasible, return or destroy all PHI 1) received from the Covered Entity or 2) created or received by the Business Associate on behalf of the Covered Entity, that the Business Associate still maintains in any form, and retain no copies of such information. If return or destruction is not feasible, Business Associate shall extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Once it is feasible, Business Associate shall return or destroy the PHI and all copies retained by Business Associate. Business Association shall provide proof of destruction to Covered Entity at its request.
- d) The obligations of Business Associate under section (8)(c) survive the termination or natural expiration of this Agreement.

9) Confidentiality and Indemnification.

- a) Business Associate acknowledges and agrees to be bound by the HIPAA Rules and other laws or regulations concerning confidentiality of information as may be applicable, including, but not limited to, 42 C.F.R. Part 2.
- b) Business Associate shall comply with any and all federal, state, and local laws pertaining to confidentiality including, but not limited to, state mental health and developmental disability confidentiality laws, state and federal drug and alcohol confidentiality laws, state medical telecommunication and transportation laws, and state AIDS/HIV confidentiality laws.
- c) Business Associate shall indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Business Associate.

10) **Other Terms.**

- a) *Compliance.* The parties agree to take action as necessary to amend this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and other applicable law. All such amendments shall be in a writing executed by both parties. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- b) *Independent Status.* Business Associate is an independent contractor and not an employee, agent, or servant of Covered Entity. Business Associate and Covered Entity are each responsible for independently complying with HIPAA Rules; each agree to independently comply with HIPAA Rules.
- c) *Severability.* To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- d) *Governing Law.* This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida to the extent not preempted by the HIPAA Rules or other applicable federal law.
- e) *Assignment.* Business Associate may not assign its obligations or rights under this Agreement without the express prior written consent of Covered Entity. This Agreement shall be binding upon Business Associate and Covered Entity and upon the respective, heirs, legal representatives, successors, and assigns.
- f) *Authority.* Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing. This Agreement may be executed in one or more counterparts, each of which will constitute the same agreement, whether or not all parties execute each counterpart.
- g) *Venue.* In the event that any party to this Agreement commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

h) *Contact Persons.* Any notice required or permitted by this Agreement shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed to the Designated Contact Person set forth in Article 19 of the Underlying Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above set forth.

Highlands County, a political subdivision of the State of Florida, by its Board of County Commissioners, for Highlands County EMS

ENTITY NAME

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION XVIII. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 19-009**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____

and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

RFP 19-009

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

STATE OF FLORIDA }ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of

the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

RFP 19-009

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to
as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list
by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-19-009

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 19-009**

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

LOCAL VENDOR AFFIDAVIT
HIGHLANDS COUNTY LOCAL PREFERENCE
AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Subscribed and sworn before me, the undersigned notary public on this ____ day of _____, 20__.

NOTARY PUBLIC

SEAL