

**SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT BETWEEN
ALACHUA COUNTY AND PUBLIC CONSULTING GROUP LLC FOR FLORIDA
PEMT PROGRAM REQUIREMENT COMPLIANCE NO.12024**

THIS SECOND AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Public Consulting Group LLC, a Foreign Limited Liability Company, which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WHEREAS, the Parties previously entered into Contractual Services Agreement for Florida PEMT Program Requirement Compliance dated June 22, 2021, identified by No. 12024 (the Agreement"); and

WHEREAS, the Agreement was amended and renewed ("Amendment") by the County and Contractor on September 14, 2022, to extend the term of the contract through August 19, 2024: and

WHEREAS, the Parties desire to amend the Agreement to include the Contractor's Premium Professional Services on the Medicare Ground Ambulance Data Collection (MGADC) system and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

A. Amendment: Section 4 of the Agreement, Method of Payment, sub-section 4.1 is amended to read as follows:

4.1 The Contractor shall be paid a sum Not to Exceed \$210,000.00, annually for the initial term of this Agreement, allocated in the following manner:

4.1.1. The County shall pay the Contractor an amount Not to Exceed \$175,000.00, based on 6% of reimbursements received as a result of the Fee-for-service Florida Certified Public Expenditure Program and 3% for the Medicaid Managed Care Supplemental Payment Program of the Emergency Medical Transportation (PEMT) Program for Emergency Medical Services.

4.1.2. The County shall pay the Contractor an amount Not to Exceed \$35,000.00 for services rendered pursuant to the Medicare Ground Ambulance Data Collection (MGADC) premium support services for comprehensive MGADC survey preparation and audit support.

B. Amendment Exhibit 1 of the Agreement, Scope of Service, is amended with the addition of the following services 14-24:

14. The County provided at least one Medicare ground ambulance transport in the calendar year of 2017, is enrolled to receive Medicare payments, and received notification from CMS of its required participation in the Medicare Ground Ambulance Data Collection

Survey (the “Survey”). The County must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, the Contractor shall comply.

15. This Ground Ambulance Data Collection Survey requests individual providers to submit data to CMS that relates to organizational characteristics, utilization, costs and revenue. The data may be used by CMS to evaluate the adequacy of Medicare payment rates for ground ambulance services, to inform future Medicare rate changes, and possible payment system reforms.
16. The Contractor shall be familiar with the Medicare Ground Ambulance Data Collection Survey and all the rules, regulations and requirements associated with the Survey.
17. The Contractor shall have the knowledge, skills, and ability to fully complete the required data survey to the Center of Medicaid and Medicare Services (CMS) within the time frame prescribed by CMS.
18. The Contractor shall have knowledge and experience in the completion of all 13 Sections of the “Instrument” Survey.
19. The County will provide the Contractor with all of the required data needed to complete the 13 Sections, which data the Contractor will accept ‘as is’ from the County, and the Contractor will not be responsible for any errors in the Survey that arise from such data; however, the Contractor is responsible for accurate completion of the 13 Section “Instrument” Survey.
20. The Contractor shall be able to accept data from the County in electronic submission form via a secure connection in accordance with HIPAA. The parties agree and acknowledge that the Contractor will receive all information and data from the County on an as-is basis. The Contractor is not responsible for errors or omissions in any data that it receives from the County. The Contractor is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received from the Client.
21. The Contractor shall keep the County informed of all updates relating to the Survey.
22. The Contractor will prepare and audit the completed Survey and its supporting documentation in accordance with the Medicare principles of reimbursement that include but are not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other relevant documents which provide regulatory guidance on allowable costs and provider charges.
23. The Contractor will submit the final report and supporting documentation, if allowable by proxy, via the Centers for Medicare and Medicaid Services (CMS) web-based portal. A

final copy of the survey, work papers and methodologies for filing the Survey will be submitted to the County.

24. The Contractor will perform these additional services for one (1) National Provider Identifier (NPI) for the duration of one 12-month reporting period, defined as October 1, 2022, to September 30, 2023, followed by a 5-month data collection/submission period commencing on February 28, 2024.

C. Effective Date. This Amendment No. 2 is effective upon and after full execution by the Parties.

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their respective authorized representatives.

ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: Alissa Narode

Print: Alissa Narode

Title: Associate Manager

Date:

11/30/2022

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.