

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, September 19, 2023
9:30 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 ADDENDUM TO THE REGULAR AGENDA OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

2 REGULAR SESSION BEGINS AT 9:00 A.M.

11 ACTION

- 11.G. *Request adoption of resolution 22-23-185 for budget amendment 22-23-145 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration and Public Consulting Group related the Public Emergency Medical Transportation (PEMT) Program.*
Tanya Cannady, CPA, CDM
Business Services Director
The budget amendment for \$405,000 increases the revenue account number 3426003 in the General Fund to recognize additional program income and increases the expense account number 53400 in the General Fund to provide budget to pay the 2 invoices. The PEMT program will provide program income of \$933,972 less expenses of \$400,475 for a net positive fiscal impact of \$533,497 to the General Fund for fiscal year ending September 30, 2023.
[Public Consulting Group.pdf](#)
[Agency for Healthcare Administration invoice & LOA.pdf](#)
[22-23-145 EMS_PEMT Add'l Funding.pdf](#)
[22-23-145R EMS_PEMT Add'l Funding.pdf](#)
- 11.H. *Request approval to expend funds from the Special Law Enforcement Trust Fund.*
Paul Blackman, Sheriff
This contribution will be funded through the Special Law Enforcement Trust fund, not to exceed \$35,000; therefore, no fiscal impact to any government agency.
[Sheriff State Forfeiture Fund_170.pdf](#)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 19, 2023

**PRESENTER: Tanya Cannady, CPA, CDM
Business Services Director**

SUBJECT/TITLE: Request adoption of resolution 22-23-185 for budget amendment 22-23-145 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration and Public Consulting Group related the Public Emergency Medical Transportation (PEMT) Program.

STATEMENT OF ISSUE

On September 20, 2022 the Board approved the Public Emergency Medical Transportation LOA with the State of Florida, Agency for Health Care (AHCA). Per the LOA, payment to AHCA will not exceed \$357,097. The invoice for this LOA was received September 1, 2023 for 348,340.02 but the amount was not budgeted in the General Fund, cost center 5105 Emergency Medical Services. Only one invoice is provided each year.

Public Consulting Group is the consultant contracted by the County to provide cost reporting services related to the PEMT program. Only one invoice was received July 17, 2023 in the amount of \$52,134.69 but the amount was not budgeted in the General Fund, cost center 5105 Emergency Medical Services. Only one invoice is provided each year.

RECOMMENDED ACTION

Move to adopt resolution 22-23-185 for budget amendment 22-23-145 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration and Public Consulting Group related the the Public Emergency Medical Transportation (PEMT) Program.

FISCAL IMPACT

The budget amendment for \$405,000 increases the revenue account number 3426003 in the General Fund to recognize additional program income and increases the expense account number 53400 in the General Fund to provide budget to pay the 2 invoices. The PEMT program will provide program income of \$933,972 less expenses of \$400,475 for a net positive fiscal impact of \$533,497 to the General Fund for fiscal year ending September 30, 2023.

Attachments: [Public Consulting Group.pdf](#)
[Agency for Healthcare Administration invoice & LOA.pdf](#)
[22-23-145 EMS_PEMT Add'l Funding.pdf](#)
[22-23-145R EMS_PEMT Add'l Funding.pdf](#)



Public Consulting Group LLC (Health)

INVOICE

Customer ID: 104440
Invoice Number: CIV-10011020
Invoice Date: 06/30/2023
Due Date: 07/30/2023
Terms: Net 30
Amount Due: USD 52,134.69

Bill To:

Highlands County
6850 W. George Blvd.
Sebring, FL 33875

Description	Quantity	UOM	From Date	To Date	Unit Price	Amount
FY22 PEMT Cost Report	40111	Percentage			0.12	4,813.32
Year 3 MCO Program	394344.73	Percentage			0.12	47,321.37
						Sub Total
						52,134.69
						Tax
						0.00
						Invoice Total
						52,134.69

For questions, please reach out to your company contact or email pcghealthfinance@pcgus.com

Please Remit Payments to:

Bank name: Citizens Bank
Routing: 211070175
Branch:

Address:
Account: 1109586385
IBAN:
SWIFT:

Via Mail:

Public Consulting Group LLC (Health)
P.O. Box 845308
Boston, MA 02284-5308
United States of America

8.D

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of a three (3) year agreement for professional services with Public Consulting Group, Inc. in connection with the Public Emergency Medical Transport Program (PEMT) for Medicaid.

STATEMENT OF ISSUE

PCG will provide consulting services to enroll the County in the Florida EMS PEMT Medicaid program. Additionally, PCG will provide ongoing cost reporting services for supplemental payments that are in excess of other Medicaid revenues received for emergency medical transportation services to Medicaid eligible recipients for State fiscal year ending June 30, 2023, 2024 and 2025.

RECOMMENDED ACTION

Move to approve a three (3) year agreement for professional services with Public Consulting Group, Inc. in connection with the Public Emergency Medical Transport Program (PEMT) for Medicaid.

FISCAL IMPACT

The 12% contingency fee will be paid to PCG based on supplemental revenues received from Medicaid fees for services or Medicaid managed care organizations. For the last 3 fiscal years, the County received supplemental payments totaling \$724,012, which resulted in \$86,881 total fees paid to PCG.

Attachments: Highland County-PCG agreement 6.27.23.pdf

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND PUBLIC CONSULTING GROUP**

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Public Consulting Group LLC, formerly doing business as Public Consulting Group, Inc., 148 State Street, 10th Floor, Boston, Massachusetts 02109, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on December 1, 2020, the COUNTY entered into the Agreement with the CONTRACTOR for Public Emergency Medical Transports Medicaid program consulting and costing services (hereinafter referred to as "Agreement"); and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens and taxpayers of Highlands County to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONTRACTOR is amended as follows:

1. Paragraph 2, Term, is hereby deleted in its entirety and replaced with the following:

The Term of this Agreement shall extend for a period of three (3) years from the date of execution.

Specifically, notwithstanding the expiration or termination of the Agreement, COUNTY will compensate CONTRACTOR as set forth herein with respect to any reimbursements COUNTY receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

2. Paragraph 4, Termination, is hereby amended to include the following language:

If COUNTY terminates this Agreement for convenience prior to the completion or submission of a cost report, CONTRACTOR shall invoice the COUNTY, and COUNTY shall compensate CONTRACTOR, at an hourly rate of \$250.00, for the time CONTRACTOR expended in preparing such cost report. If COUNTY terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by COUNTY, the parties agree that the compensation provisions, including those in Attachment B, shall survive termination of the Agreement, and COUNTY shall timely compensate CONTRACTOR pursuant to those provisions herein.

3. Paragraph 21, Miscellaneous, is hereby amended to include the following language:

g. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL

DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY CONTRACTOR THAT COUNTY HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY COUNTY TO CONTRACTOR PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

4. A new Paragraph 22, As-is Information and Data, is hereby added as follows:

Paragraph 22, As-is Information and Data.

The parties agree and acknowledge that CONTRACTOR will receive all information and data from COUNTY on an as-is basis. CONTRACTOR is not responsible for errors or omissions in any data that it receives from COUNTY. CONTRACTOR is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by COUNTY. CONTRACTOR is not liable for any reimbursement, refund, or contribution should COUNTY be subject to penalties in connection with the services rendered.

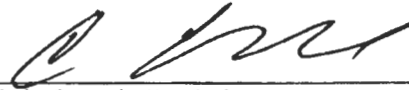
5. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

{Signatures on the following page}

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 3rd day of July 2023.



HIGHLANDS COUNTY


Chris Campbell, Chairman

ATTEST:


Jerome Kaszubowski, Clerk of Court

PUBLIC CONSULTING GROUP LLC



Print: Marc Stambley

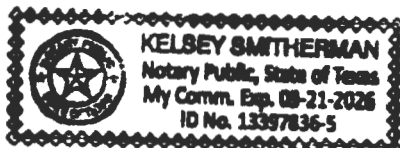
Title: Practice Area Director

TEXAS
STATE OF ~~FLORIDA~~
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Max Stambley as Practice Area Director of Public Consulting Group LLC, who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Contractor, and who is personally known to me or who produced TX drivers license as identification, and who did/did not take an oath this 27 day of JUNE, 2023.

(stamp)


NOTARY PUBLIC, State of Florida



7.1.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 1, 2020

PRESENTER: Marc Bashoor, Public Safety Director

SUBJECT/TITLE: Contract Agreement for professional services in connection with the PEMT Program for Medicaid which provides supplemental payments to Highlands County.

STATEMENT OF ISSUE

Public Consulting Group, Inc. (PCG) has agreed to provide consulting services to the County to enroll in the Florida EMS Public Emergency Medical Transports (PEMT) Medicaid program. PCG will provide ongoing consulting/costing services for Medicaid managed care transports revenue programs for 2020, 2021, and 2022 state fiscal year period.

RECOMMENDED ACTION

Move to approve Contract Agreement for professional services in connection with the PEMT Program for Medicaid which provides supplemental payments to Highlands County.

FISCAL IMPACT

The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program are twelve percent (12%) of the incremental Client revenues received.

Attachments: PCG PEMT Sole Source Contract-Highlands County -102920_PCG Executed.pdf

CONTRACTOR AGREEMENT

This Agreement ("AGREEMENT") is entered into by and between Highlands County, a political subdivision of the State of Florida ("COUNTY") and Public Consulting Group, Inc. ("PCG" or "CONTRACTOR") as of October 29, 2020 ("Effective Date").

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, CONTRACTOR possesses professional skills that can assist COUNTY in analyzing and reporting costs to secure "supplemental payments", and

WHEREAS, COUNTY wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, COUNTY and CONTRACTOR hereby agree as follows:

1. Description of Services

CONTRACTOR will provide the professional services assigned by COUNTY and more fully described in Attachment A (the "Contracted Services"). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. Term

CONTRACTOR will commence performance for Contracted Services under this Agreement on the Effective Date and will complete performance until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B. Unless otherwise specified by COUNTY in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT. CONTRACTOR and COUNTY acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this AGREEMENT to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. Compensation

- a. Compensation for services completed by CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Attachment "B"** which is attached hereto. To the extent of any conflict between **Attachment "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.



Solutions that Matter

Highlands County EMS
PEMT Program Cost Reporting Services

- b. Upon termination or expiration of this AGREEMENT, other than termination for cause, CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. Termination

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

In the event of termination of this Agreement, COUNTY shall compensate CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to COUNTY. All such payments shall be subject to an offset for any damages incurred by COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

5. Notices and Contact Persons

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For COUNTY:

Tim Eures, Deputy Chief
Deputy Chief
6850 W. George Blvd.
Sebring, FL 33875

For CONTRACTOR:

Alissa Narode, Senior Consultant
Public Consulting Group, Inc.
99 Washington Ave, Suite 1720
Albany, NY 12210
anarode@pcgus.com

6. CONTRACTOR Representation

CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify COUNTY regarding the circumstances if this representation becomes no longer accurate during the term of this AGREEMENT.

7. Standards of Conduct

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this AGREEMENT.

8. Relationship of the Parties



Solutions that Matter

Highlands County EMS
PEMT Program Cost Reporting Services

- a. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. Unless otherwise stated in this Agreement, CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by COUNTY to its employees. COUNTY will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.
 - b. Except as may be otherwise provided in this Agreement, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to COUNTY employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - c. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for COUNTY or otherwise incur any obligation on behalf of COUNTY for any purpose unless expressly authorized by COUNTY.
9. **Record Maintenance**
- a. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FL 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- b. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by COUNTY to perform the services set forth herein.
2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the services set forth herein. If CONTRACTOR transfers all public records to COUNTY upon completion of the 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 the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

10. Insurance

CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

- a. **AUTOMOBILE:**
 1. Combined Single Limit: \$300,000 per accident, OR
 2. Bodily Injury: \$300,000 per person, AND
 3. Property Damage: \$100,000 per accident;
- b. **GENERAL LIABILITY:** One Million Dollars (\$1,000,000.00) each occurrence;
- c. **GENERAL AGGREGATE:** Two Million Dollars (\$2,000,000.00);
- d. **EXCESS COVERAGE:** One Million Dollars (\$1,000,000.00); and,
- e. **WORKERS' COMPENSATION:** Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

For every insurance policy required hereunder, CONTRACTOR shall provide COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,

2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

Receipt of certificates or other documentation of insurance or policies or copies of policies by COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by COUNTY.

11. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

12. Confidential Information.

To the maximum extent permitted by applicable law, if either Party provides confidential information which is marked as such in accordance with Florida Statutes, Chapter 119, by the Party claiming confidentiality ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party and the same is marked as such in accordance with Florida Statutes, Chapter 119, by the Party claiming confidentiality, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).

13. Indemnification

CONTRACTOR agrees to indemnify, defend and hold COUNTY harmless for any and all third party claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like through and including any appeals in any way related to

the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

14. Intellectual Property

Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. CONTRACTOR guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

15. Conflicts of Interest

The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for COUNTY and may perform services for other individuals and organizations consistent with the limitations in this AGREEMENT.

16. Waiver

The failure of a party to enforce a provision of this AGREEMENT shall not constitute a waiver with respect to that provision or any other provision of this AGREEMENT.

17. Entire Agreement

This AGREEMENT (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this AGREEMENT shall be effective unless and until it is specifically terminated.

18. Amendment

This AGREEMENT may be amended only by written agreement of the parties, signed by authorized representatives and referencing this AGREEMENT.

19. Severability

If any provision in this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this AGREEMENT shall continue in full force and effect.

20. Applicable Law and Venue

The parties agree that this AGREEMENT is governed by the laws of the State of Florida. The parties also consent to jurisdiction in the courts of the State of Florida and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties acknowledge that Highlands County, Florida is a place where performance of certain terms of this AGREEMENT shall occur. Therefore, the parties agree that venue for any court action or proceeding arising out or relating to this AGREEMENT shall be in the State's courts located in Highlands County, Florida.

21. Miscellaneous

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES,



Solutions that Matter

Highlands County EMS
PEMT Program Cost Reporting Services

WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

- b. This is a Sole Source Purchase Agreement which comports with the requirements of Highlands County Purchasing Policy Section 9. Sole Source Purchasing.
- c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP, INC.

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

BY: James Dachos
NAME: James Dachos
TITLE: Associate Manager
DATE: October 29, 2020

BY: [Signature]
NAME: Scott A. Kirouac
TITLE: Chairman
DATE: Dec. 1, 2020



**ATTACHMENT A
CONTRACTED SERVICES
Public Emergency Medical Transportation (PEMT) Program**

- A. Highlands County EMS provides ambulance and medical services some of which will qualify for the PEMT Program for Medicaid. 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, CONTRACTOR shall comply.
- B. COUNTY provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for COUNTY to participate in the PEMT Program.
- C. This PEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with the Program.
- E. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to the Agency for Health Care Administration (AHCA) within the time frame prescribed by the AHCA.
- F. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes.
- G. CONTRACTOR shall have knowledge and experience in the completion of all ten (10) Schedules as required by the Program.
- H. COUNTY will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules.
- I. CONTRACTOR shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- J. If the completed cost report is rejected by the AHCA, CONTRACTOR shall work with COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.



PUBLIC
CONSULTING GROUP

Solutions that Matter

*Highlands County EMS
PEMT Program Cost Reporting Services*

- K. CONTRACTOR shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.
- L. CONTRACTOR shall support COUNTY in establishing the legal and operational ground to participate in the Managed Care program.
- M. CONTRACTOR shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.
- N. CONTRACTOR shall provide guidance and support to enter into contracts with Managed Care Organizations.
- O. CONTRACTOR shall be familiar with the Managed Care program in the State of Florida and all the rules, regulations and managed care reporting requirements.
- P. CONTRACTOR shall monitor claims and cash flows of Managed Care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.
- Q. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by COUNTY under the PEMT Program.
- R. If, as a result of an audit by the ACHA, a refund is required by COUNTY, CONTRACTOR's liability will be capped at, and otherwise agrees to return, the portion of the compensation fee that was paid on the amount being refunded.

**ATTACHMENT B
COMPENSATION and TERM**

CONTRACTOR has outlined a contingency fee structure associated with reimbursements received from the PEMT CPE program as described in Attachment A. This AGREEMENT will be in effect for **3 (three)** state fiscal years, defined as July 1st to June 30th.

The term of the AGREEMENT shall remain in effect for the **2020, 2021, and 2022** state fiscal year period cost report cycles (July 1, 2019 to June 30, 2020, July 1, 2020 to June 30, 2021, and July 1, 2021 to June 30, 2022) so long as the initiative is in implementation and until fees have been collected in full.

CONTRACTOR shall be paid compensation for all Services. Total compensation for this Agreement shall be on a contingency fee of **Twelve percent (12%)** based on payments received by the Highlands County EMS under the PEMT program and Managed Medical Assistance (“MMA”) program. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit. The Highlands County EMS agrees to pay CONTRACTOR in current funds, as compensation for its Services.

This AGREEMENT can be extended at the mutual consent of both parties through written notification and execution of an amendment.

G:\COUNTY\EMS\Billing Agreement\PCG PEMT Sole Source Contract-Highlands County -100820.docx



RON DESANTIS
GOVERNOR

JASON WEIDA
SECRETARY

September 1, 2023

005-5105-53400

Tanya Cannady
600 South Commerce Ave
Sebring, Florida 33870

Dear Tanya Cannady:

This document shall serve as a formal invoice for the purpose of billing for Medicaid payments, which are outlined in the transfer agreement executed between the Agency for Health Care Administration and the **Highlands County** on behalf of **Highlands County EMS**. You are being billed the amount of **\$348,340.02** for the MCO Public Emergency Medical Transportation Intergovernmental Transfers of State Fiscal Year (SFY) 2022-2023, pursuant to House Bill 5001, the General Appropriations Act of SFY 2022-2023.

In an effort to increase our efficiency and decrease the turnaround times on payments, we are requesting that you please notify us when you are sending your payments. This will allow us to release payment to providers in a timely manner. Please notify me via email at **SupplementalPayments@ahca.myflorida.com** with the following information:

- If you are sending a check, please select the overnight or 2-Day option, and provide the tracking number and notifications to my aforementioned email address;
- If you are sending a wire or ACH, please specify which electronic funds transfer you are requesting along with the confirmation numbers at the time of transaction.

Please submit your payment with a copy of this invoice to the following address:

Agency for Health Care Administration
Medicaid Program Finance
Attn: Kiana Redding
2727 Mahan Drive
Building 3, Mail Stop 23
Tallahassee, FL 32308

Should you have questions regarding this matter or need technical assistance, please contact me at (850) 412-4274.

Sincerely,

Kiana Redding

Kiana Redding
Government Operations Consultant III



8E

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER: Tanya Cannady, CPA, CDM
Business Services Director

SUBJECT/TITLE: Request approval of the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2022-2023.

STATEMENT OF ISSUE

AHCA established a program for qualifying government owned ambulance providers to receive supplemental payments for emergency transports of Medicaid managed care patients. As required by the program, the Medicaid Managed Care Organizations will make payments to Highlands County for their covered patients who are transported to the hospital.

RECOMMENDED ACTION

Move to approve the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2022-2023.

FISCAL IMPACT

The payment to AHCA will not exceed \$357,097 to provide an income projection of \$893,861, for a net positive impact of approximately \$536,764 in supplemental payments.

Attachments: PEMT_Letter of Agreement with AHCA FY 22-23.pdf

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2022, by and between Highlands County, Florida (the "IGT Provider") on behalf of the State of Florida, **Agency for Health Care Administration** (the "Agency"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

"Public Emergency Medical Transportation (PEMT)," pursuant to the General Appropriation Act, Laws of Florida 2022-156 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2022-2023, passed by the 2022 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$357,097.52**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$357,097.52**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2022 through June 2023 are due to the Agency no later than October 31, 2022, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

Highlands County EMS

_PEMT LOA_SFY 2022-23

Highlands County

- i. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- ii. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

- 5. This LOA may only be amended upon written agreement signed by both parties.
The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 6. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion

of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2022, through June 30, 2023, and shall be terminated September 30, 2023, which includes the states certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2022-2023
Estimated IGTs	\$357,097.52
Total Funding Not to Exceed	

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

IGT Provider

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION

SIGNED BY: Kathleen G. Rapp
NAME: Kathleen G. Rapp
TITLE: Chair
DATE: September 20, 2022

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____



Highlands County EMS
Highlands County

_PEMT LOA_SFY 2022-23

Year 4 SFY 2022-23 PEMT MCO Allotments

Medicaid Number	Provider	Total Allotment	Total IGTs Provided	Net New Federal Funding	Signed LOA Amount
088173200	Alachua County Fire Rescue	2,952,934.09	1,150,766.15	1,802,167.93	1,179,697.17
088018300	Baker County Fire Rescue	116,811.40	45,521.70	71,289.69	46,666.15
010186800	Bay County EMS	1,477,192.58	575,665.82	901,526.76	590,138.44
400001300	Boynton Beach Fire Rescue	393,240.85	153,246.99	239,993.86	157,099.72
099404900	Bradford County EMS	481,030.79	-	481,030.79	-
088137600	Brevard County Fire Rescue	3,542,795.37	1,380,636.64	2,162,158.73	1,415,346.75
400042100	Broward Sheriffs Fire Rescue	2,570,576.28	-	2,570,576.28	-
089925900	Charlotte County Fire & EMS	1,112,247.65	433,445.83	678,801.83	444,342.94
088047700	City of Apopka Fire Department	434,596.44	169,363.37	265,233.07	173,821.28
001305000	City of Fernandina Beach Fire Department	17,412.88	6,785.85	10,627.03	6,956.45
400009900	City of Greenacres	178,482.01	69,554.90	108,927.11	71,303.56
400007200	City of Hialeah Fire Department	817,679.78	318,651.95	499,027.83	326,663.07
088104000	City of Jacksonville - Fire Division Rescue Services	9,673,579.90	3,769,819.44	5,903,760.46	3,864,595.17
014564900	City of Key West Fire Department	171,226.64	66,727.47	104,499.18	68,405.04
400037400	City of Lauderdale Fire Rescue Department	924,333.67	360,215.25	564,118.42	369,271.30
089282300	City of Margate	409,202.66	159,467.35	249,735.31	163,476.46
087475200	City of Miami Fire-Rescue Department	4,032,532.59	1,571,488.52	2,461,044.08	1,610,996.77
088070100	City of Miramar Fire Rescue	426,615.54	166,253.20	260,362.34	170,432.91
008855600	City of Ocoee Fire Department	284,410.36	110,835.46	173,574.90	113,621.94
085063200	City of Pembroke Pines Fire Rescue Department	740,047.36	288,398.40	451,648.97	295,648.92
400040400	City of Plantation	385,259.95	150,136.81	235,123.14	153,911.35
400047100	City of Sanford	592,763.43	231,001.46	361,761.97	236,808.99
088499500	City of St. Cloud Fire Rescue	282,233.75	109,987.23	172,246.52	112,752.38
400057900	City of Stuart Fire Rescue	159,618.06	62,203.57	97,414.49	63,767.41
088094900	City of Sunrise Fire Rescue	527,465.13	-	527,465.13	-
400041200	City of Tamarac Fire Department	343,904.36	134,020.43	209,883.93	137,389.79
088103100	Clay County Fire Rescue	996,887.33	388,489.61	608,397.72	398,256.49
089707800	Collier County EMS	1,508,390.65	587,823.79	920,566.86	602,602.07
400039100	Coral Springs Fire Department	588,410.21	229,305.00	359,105.21	235,069.88
003997800	County of Volusia	4,689,143.24	1,827,371.41	2,861,771.83	1,873,312.73
020395700	Delray Beach Fire Rescue	441,126.27	171,908.07	269,218.20	176,229.95
088100700	Desoto County Fire Rescue	318,510.58	124,124.41	194,386.17	127,244.98
088175900	Dixie County Emergency Services	242,329.23	94,436.34	147,892.90	96,810.53
088087600	Flagler County Fire Rescue Department	367,121.54	143,068.22	224,053.31	146,665.05
400063300	Fort Lauderdale Fire Rescue	2,410,958.22	939,556.74	1,471,401.49	963,177.81
400045500	Fort Myers Beach Fire Department	52,238.64	20,357.54	31,881.10	20,869.34
089871600	Gilchrist County	178,482.01	69,554.90	108,927.11	71,303.56
088053100	Hamilton County EMS	239,427.09	93,305.36	146,121.73	95,651.12
400115000	Hardee County	206,052.40	80,299.17	125,753.24	82,317.94
163910300	Hendry County	302,548.77	117,904.05	184,644.72	120,868.24
400076500	Hernando County Fire Rescue	1,591,101.83	620,056.55	971,045.28	635,645.18
088127900	Highlands County EMS	893,861.13	348,340.02	545,521.11	357,097.52
088084100	Hillsborough County Fire Rescue	5,608,947.08	2,185,041.97	3,423,905.11	2,239,975.36
088031100	Hollywood Fire Rescue & Beach Safety Department	1,011,398.06	394,144.48	617,253.58	404,053.53
088224100	Indian River County ALS	838,720.34	326,851.52	511,868.83	335,068.78
088061200	Jefferson County Ambulance Service - Jefferson County F	182,109.69	70,968.62	111,141.07	72,752.82
084438100	Kissimmee Fire Department	1,030,987.55	401,778.55	629,209.00	411,879.53
103181100	Lake Emergency Medical Services	2,849,907.88	1,110,616.57	1,739,291.31	1,138,538.20
400105200	Lake Mary Fire Department	113,183.71	-	113,183.71	-
088022100	Lee County EMS	3,851,148.44	1,500,802.64	2,350,345.80	1,538,533.80
400024200	Lehigh Acres Fire Control and Rescue District	734,243.07	286,136.45	448,106.62	293,330.11
400101000	Leon County EMS	3,280,151.11	1,278,283.48	2,001,867.62	1,310,420.37
088051500	Levy County Department of Public Safety	665,317.09	259,275.82	406,041.27	265,794.18
400058700	Lighthouse Point EMS	31,198.08	-	31,198.08	-
088042600	Madison County Fire Rescue	210,405.62	81,995.63	128,410.00	84,057.05
400064100	Maitland Fire Rescue Department	75,455.81	29,405.33	46,050.48	30,144.60
088030200	Manatee County EMS	1,960,399.98	763,973.01	1,196,426.97	783,179.79
000683100	Marion County Fire Rescue	4,192,150.65	1,633,692.10	2,558,458.55	1,674,784.19
083903500	Martin County Fire Rescue	362,768.32	141,371.76	221,396.55	144,925.94
087883900	Miami Beach Fire Department	291,665.73	113,662.90	178,002.83	116,520.46
083899301	Miami-Dade Fire Rescue	6,379,643.59	2,486,163.83	3,893,479.76	2,548,667.62
400050100	North Lauderdale Fire Rescue	322,863.80	125,820.87	197,042.93	128,984.09
088048500	North Port Fire Rescue	298,195.56	116,207.59	181,987.97	119,129.12
400006400	Oakland Park Fire Rescue	420,085.71	163,708.50	256,377.21	167,824.24
017422000	Okaloosa County EMS	1,449,622.19	-	1,449,622.19	-
088046900	Okeechobee County Fire Rescue	412,830.34	160,881.06	251,949.28	164,925.72
400038200	Orange County Fire Rescue	7,396,845.95	2,882,570.25	4,514,275.70	2,955,039.96
003655700	Orlando Fire Department	2,852,084.49	1,111,464.81	1,740,619.69	1,139,407.76
089085500	Osceola County Fire Department	1,636,810.64	637,869.39	998,941.24	653,905.85
400028500	Palm Beach County Fire Rescue	4,195,778.33	1,635,105.81	2,560,672.53	1,676,213.44
018248400	Palm Beach Gardens Fire Rescue	246,682.45	96,132.80	150,549.66	98,549.64
088120100	Pasco County Board of County Commissioners - Fire Resc	4,057,200.84	1,581,101.79	2,476,099.04	1,620,851.73
087678000	Pinellas County EMS Authority DBA Sunstar	11,271,211.56	4,392,420.68	6,878,790.87	4,502,849.02
400087100	Plant City Fire Rescue	361,317.24	140,806.28	220,510.96	144,346.24
088015900	Polk County Fire Rescue	7,597,819.60	2,960,890.21	4,636,929.39	3,035,328.93
400002100	Pompano Beach Fire Rescue	1,390,853.72	542,019.34	848,834.38	555,646.06
400021800	Riviera Beach Fire Department	649,355.28	253,055.46	396,299.82	259,417.44
084662700	Sarasota County Fire Department	1,391,579.26	542,302.08	849,277.18	555,935.91
400046300	Seminole County Fire Department	1,666,557.64	649,461.88	1,017,095.76	665,789.78
400090100	South Walton Fire District	62,396.15	24,315.94	38,080.21	24,927.26
088065500	St. Lucie County Fire District	2,581,459.33	1,006,001.46	1,575,457.87	1,031,293.00
022548000	Tampa Fire Department	3,843,167.53	1,497,692.46	2,345,475.07	1,535,345.43
089269600	Temple Terrace Fire Department	213,307.77	83,126.59	130,181.18	85,216.45
400051000	Town of Davie Fire Rescue	425,164.47	165,687.70	259,476.76	169,853.20
088105800	Wakulla County Fire Rescue	231,446.19	-	231,446.19	-
023813300	Walton County Fire Rescue	614,529.53	239,483.77	375,045.76	245,504.55
087867700	West Palm Beach Fire Department	1,008,495.92	393,013.50	615,482.41	402,894.12
003458200	Winter Park Fire-Rescue	198,797.04	77,471.73	121,325.31	79,419.42
Totals		138,539,043.00	51,882,871.60	86,656,171.40	53,187,241.04

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

September 8, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 9/8/2023

SUBMITTED BY: OMB

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 5105

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Emergency Services 005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3426003	Medicaid State Assistance		350,000.00	405,000.00		755,000.00
E	005	5105	53400	Contractual Services		185,646.06	405,000.00		590,646.06
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To appropriate additional revenues received from the PEMT Medicaid program.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-145

TRANSFER TYPE:

____ Approval

ACTION:

____ Denial

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

____ ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-185

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-145 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-145 is hereby approved and authorized to appropriate additional revenue received MCO Public Emergency Medical Transportation Intergovernmental Transfers for State Fiscal Year 22/23 in the amount of \$405,000.00.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Sep 19, 2023

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval to expend funds from the Special Law Enforcement Trust Fund.

STATEMENT OF ISSUE

The Highlands County Sheriff's Office must expend an amount up to \$35,000.00 on crime prevention materials in accordance with F1 Statute 932.7055(5)(c).

RECOMMENDED ACTION

Move to approve the expenditure of State Forfeiture Funds in the amount up to \$35,000.

FISCAL IMPACT

This contribution will be funded through the Special Law Enforcement Trust fund, not to exceed \$35,000; therefore, no fiscal impact to any government agency.

Attachments: [Sheriff State Forfeiture Fund_170.pdf](#)



Highlands County Sheriff's Office

Sheriff Paul Blackman

400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org



Dually Accredited

To: Highlands County Board of County Commissioners

I. Highlands County Sheriff's Office request to expend funds:

On behalf of the Highlands County Sheriff's Office, I, Sheriff Paul Blackman, request to expend funds from the Special Law Enforcement Trust Fund Number 170, from:

(a) X State Forfeiture Monies under cost Center 3107 Amount requested up to: \$ 35,000.00

OR

(b) Federal Forfeiture Monies under Cost Center 3016 Amount requested up to: \$

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies or both.

Paul Blackman, in his official capacity as Sheriff for Highlands County, Florida

II. Other Agency or Organization requesting funds:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____
Telephone: _____ Fax: _____

On behalf of the Agency or Organization, I request to receive funds from the Special Law Enforcement Trust Fund Number 170, from:

(a) State Forfeiture Monies under Cost Center 3107 Amount requested up to: \$

OR

(b) Federal Forfeiture Monies under Cost Center 3106 Amount requested up to: \$

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local law Enforcement Agencies or both. Furthermore, I understand if such requested monies are received, I shall provide an accounting for such moneys within 30 days to:

Highlands County Sheriff's Office
Attention: Budget Manager
400 S. Eucalyptus Street
Sebring, Florida 33870

Signature: _____
Agency or Organization Representative

Date

For HCSO Use Only

Approved by: _____
Sheriff or Designee

Date