

## Memorandum

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To: Indian River County

From: Melissa Cataldo, Contract Administrator

Date: January 20, 2017

Subject: Amendment Number P201710013626

Attached please find one (1) signed copy of *Amendment P201710013626 to your May 1, 2001 Services Agreement*, with PST Services, Inc. signature. Please execute this contract and email a copy to [BPS\\_ContractAdministration@mckesson.com](mailto:BPS_ContractAdministration@mckesson.com).

If you have any questions, please feel free to contact, Mauricio Chavez, at [Mauricio.Chavez@McKesson.com](mailto:Mauricio.Chavez@McKesson.com).

Thank you for the confidence you have placed in PST Services, Inc., a McKesson company. We value your patronage and look forward to a long and mutually rewarding relationship.

Sincerely,



Melissa Cataldo  
Business Performance Services  
Contract Operations

cc: Christopher Robertson  
Jimmy Stuart  
Julie Tetzloff  
Mary Martin  
Sally Rintoul  
Ben Donovan  
Mauricio Chavez

**AMENDMENT**

This amendment (the "Amendment") amends the Services Agreement that became effective on May 1, 2001 (the "Agreement"), between Indian River County ("Client") and PST Services, Inc. ("PST") and is effective the latest date in the signature block below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

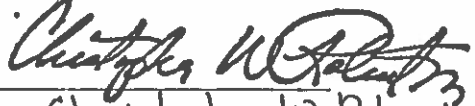
1. The Agreement is amended by adding Schedule IA, (Scope of Services – Supplemental Payment Recovery Assistance Services) attached hereto, to the Agreement.
2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
3. Capitalized terms used herein and not otherwise defined have the same meaning as in the Agreement. In the event any term or condition of this Amendment is inconsistent with any term or condition of the Agreement, the terms of this Amendment will control. Except as stated above, all terms of the Agreement shall remain in full force and effect. PST and Client represent and warrant that they have the full power and authority to enter into this Amendment, that there are no restrictions or limitations on their ability to perform under this Amendment, and that the person executing this Amendment has the full power and authority to do so.

IN WITNESS WHEREOF, and in agreement hereto, the parties have executed this Amendment on the dates set forth below.

**Indian River County**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PST Services, Inc.**

By:   
 Print Name: Christopher W. Robertson  
 Title: Senior VP, Operations  
 Date: 1.20.17

## SCHEDULE 1A

**SCOPE OF SERVICES – SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES**

The Terms and Conditions of the Agreement and this Schedule apply to all services rendered by PST under this Schedule.

**1. TERM**

- 1.1 **Initial Term of Schedule.** The initial term of this Schedule is three years (the "Schedule Term") beginning December 1, 2016 (the "Commencement Date").
- 1.2 **Automatic Renewal.** This Schedule will automatically renew for one year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the Agreement.
- 1.3 **No Cause Termination.** Either party may terminate this Schedule 1A at any time and for any reason or no reason upon 90 days prior written notice to the other party.

**2. SCOPE OF SERVICES**

- 2.1 **Scope.** PST will provide supplemental payment assistant services as specified below based on information provided by Client for professional ambulance services rendered by Client in accordance with the terms of the Agreement and this Schedule.
- 2.2 **Responsibilities.** Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that PST's performance of the Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Schedule.
  - 2.2.1 **PST Responsibilities.** As part of the PST's Supplemental Payment Assistance Services, PST's responsibilities under this Schedule will include:
    - (a) Advising and assisting Client with enrolling in the Florida Ambulance Supplemental Payment Program;
    - (b) Assisting Client with enrolling in the Florida Ambulance Supplemental Payment Program
    - (c) Managing the program applications and required cost reports for Client in accordance with the ASPP;
    - (d) Managing the ASPP pre-cost report submittal process for Client, which may also include:
      - Developing and submitting the Provider Approval materials to the Florida Agency For Health Care Administration ("AHCA") agency on behalf of Client;
      - Developing and submitting the Cost Allocation Model and Report to AHCA on behalf of Client for review as part of the ASPP;
      - Changing and finalizing the Cost Allocation Model during AHCA's review of the Cost Allocation Model and Report, to meet AHCA's requirements to move forward with the cost report submittal.
    - (e) Assisting Client in developing cost models for EMS transports for submission to ASPP;
    - (f) Assisting Client with submitting other annual reports as my required by the ASPP;
    - (g) Ensuring that cost report preparer(s) engaged on behalf of Client by PST are certified in accordance with all applicable rules, laws and regulations; and
    - (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Client.
  - 2.2.2 **Client Responsibilities.** Client acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Client agrees that it will use best efforts to:

- (a) Ensure the accuracy of all cost report data provided by Client to PST and provide written certification of the accuracy of such data to PST and all applicable governmental agencies;
- (b) Make its internal practices, books and records relating to all cost report data provided to PST by Client available to PST to ensure the accuracy of all such data;
- (c) Comply with PST policies and procedures for the documentation of all cost report data as established and provided to Client by PST from time to time; and
- (d) Provide PST with the following as part of Client's request for Supplemental Payment:
  - An organizational chart of Client's agency;
  - An organizational chart of Client's ambulance department;
  - Identification of the specific geographic service area covered by Client's ambulance department;
  - Copies of job descriptions for all staff employed within Client's ambulance department and an estimated percentage of time spent working for Client's ambulance department and for other departments of Client's agency;
  - Primary contact person for Client's agency; and
  - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

### 3 SERVICE FEES

- 3.1 For Supplemental Payment Recovery Assistance Services rendered under Section 2 in Schedule 1A directly above, Client will pay PST a service fee equal to 6.8%\* of the Supplemental Payments recovered by PST on behalf of Client during the previous month, in accordance with Section 4 of the Agreement, entitled "Monthly Fees." Supplemental Payments shall include any payments from Florida Medicaid to Client related to the Florida Ambulance Supplemental Payment Program.

\*In the event that charging a percentage of payments recovered for the services described herein is determined to be out of compliance with federal or state laws or regulations, either party may amend this Amendment to set forth a different payment arrangement. The parties acknowledge and agree that such amendment does not waive the obligation to pay determined fees.

- 3.2 In addition to the 6.8% service fee due by Client to PST under this Schedule Client will pay PST a one-time, upfront fee of \$5,500.00 ("Setup Fee") for completion of the pre-cost report submittal requirements necessary for Client's participation in the Florida Ambulance Supplemental Payment Program. The Setup Fee will be due upon Client's execution of this Agreement.
- 3.3 All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by PST under this Agreement, for which taxes Client shall be solely responsible. Client shall reimburse PST for all those costs and expenses of Client paid by PST or any subsidiary or affiliate of PST on behalf of Client in connection with the provision of Services hereunder.
- 3.4 Client acknowledges and agrees that PST shall be entitled to receive service fees for Services provided by PST under this Agreement even after expiration or earlier termination of this Agreement provided that PST provided such services on or before the date of expiration or termination of this Agreement.