

Meeting Date
9/1/15



AGENDA	
Section	CONSENT
Item No.	II.B.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval of Florida Non-Institutional Medicaid Provider Agreement re: Medicaid Transportation Services (Fiscal Impact \$0)
DEPT/OFFICE:	Community Services Group/Transit Services Department

Requested Action:

It is requested that the Board approve and authorize the Chairman to sign the Non-Institutional Medicaid Provider Agreement with the Florida Agency for Health Care Administration. It is further recommended that the Board authorize the Chairman to sign any follow-up documents (upon Risk Management and County Attorney approval) and any budget changes.

Summary Explanation & Background:

Space Coast Area Transit provided, through contractors, Medicaid Non-Emergency Transportation (MNET) from 1985 to about 2003. MNET service was paratransit service to Medicaid eligible clients traveling to Medicaid reimbursable medical appointments.

After 2003, the State Commission for the Transportation Disadvantaged contracted the MNET service in Brevard County to a company named TMS Brevard, Inc. This service continued until early 2014, when the Agency for Health Care Administration folded MNET transportation into its Managed Care model. Under this current system, the Managed Care Contractors are responsible to provide or obtain MNET transportation to Medicaid clients.

As of August 2015, none of the Managed Care Contractors have utilized Space Coast Area Transit services for MNET needs. However, if any Managed Care Contractor wishes to contract with Space Coast Area Transit, a Medicaid Billing ID is required. This agreement will allow Space Coast Area Transit to keep its current Medicaid ID active for another 10 years.

Fiscal Impact Analysis:				
FY2015-16	Business Area	Cost Center	Amount	Description
			\$0	

Clerk to the Board instruction:

Exhibits Attached: (2) Non-Institutional Medicaid Provider Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Deputy County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager Venetta Valdengo	James P. Liesenfelt, Transit Services Director Jim.Liesenfelt@brevardcounty.us 635-7815 ext. 601



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 2, 2015

MEMORANDUM

TO: James Liesenfelt, Transit Services Director

RE: Item II.B.1., Florida Non-Institutional Medicaid Provider Agreement with Florida Agency for Health Care Administration for Medicaid Transportation Services

The Board of County Commissioners, in regular session on September 1, 2015, executed Florida Non-Institutional Medicaid Provider Agreement with Florida Agency for Health Care Administration for Medicaid Transportation Services; authorized the Chairman to sign any follow-up documents, upon Risk Management and County Attorney approval; and approved any budget changes. Enclosed is a fully-executed Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

✓ Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration
Budget



NON-INSTITUTIONAL MEDICAID PROVIDER AGREEMENT



The Provider agrees to participate in the Florida Medicaid program under the following terms and conditions:

- (1) **Discrimination.** The parties agree that the Agency for Health Care Administration (agency) may make payments for medical assistance and related services rendered to Medicaid recipients only to an individual or entity who has a provider agreement in effect with the agency, who is performing services or supplying goods in accordance with federal, state, and local law, and who agrees that no person shall, on the grounds of sex, handicap, race, color, or national origin, other insurance, or for any other reason, be subjected to discrimination under any program or activity for which the provider receives payment from the agency.
- (2) **Quality of Service.** The provider agrees that services or goods billed to the Medicaid program must be medically necessary, of a quality comparable to those furnished by the provider's peers, and within the parameters permitted by the provider's license or certification. The provider further agrees to bill only for the services performed within the specialty or specialties designated in the provider application on file with the agency. The services or goods must have been actually provided to eligible Medicaid recipients by the provider prior to submitting the claim.
- (3) **Compliance.** The provider agrees to comply fully with all state and federal laws, rules, regulations, and statements of policy applicable to the Medicaid program, including the Medicaid Provider Handbooks issued by the agency, as well as all federal, state, and local laws pertaining to licensure, if required, and the practice of any of the healing arts.
- (4) **Term and signatures.** The parties agree that this is a voluntary agreement between the agency and the provider, in which the provider agrees to furnish services or goods to Medicaid recipients. Provided that all requirements for enrollment have been met, this agreement shall remain in effect for five (5) years from the effective date of the provider's eligibility for initial enrollment unless otherwise terminated. With respect to reenrolling providers, the agreement shall remain in effect for five (5) years from either the date the most recent agreement expires or the date the provider signs the renewal agreement, whichever date is earlier, unless otherwise terminated. This agreement shall be renewable only by mutual consent. The provider understands and agrees that no agency signature is required to make this agreement valid and enforceable.
- (5) **Provider Responsibilities.** The Medicaid provider shall:
 - (a) Possess at the time of signing of the provider agreement, and maintain in good standing throughout the period of the agreement's effectiveness, a valid professional, occupational, facility or other license pertinent to the services or goods being provided, as required by the state or locality in which the provider is located, and the Federal Government, if applicable.
 - (b) Maintain in a systematic and orderly manner all medical and Medicaid-related records the agency requires and determines are relevant to the services or goods being provided.
 - (c) Retain all medical and Medicaid-related records for a period of five (5) years to satisfy all necessary inquiries by the agency.
 - (d) Safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.
 - (e) Send, at the provider's expense, all Medicaid-related information, which may be in the form of records, logs, documents, or computer files, and other information pertaining to services or goods billed to the Medicaid program, including access to all patient records and other provider information if the provider cannot easily separate records for Medicaid patients from other records to the Attorney General, the Federal Government, and the authorized agents of each of these entities.

- (f) Bill other insurers and third parties, including the Medicare program, before billing the Medicaid program, if the recipient is eligible for payment for health care or related services from another insurer or person and comply with all other state and federal requirements in this regard.
- (g) Report and refund any moneys received in error or in excess of the amount to which the provider is entitled from the Medicaid program within 90 days of receipt.
- (h) Be liable for and indemnify, defend, and hold the agency harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligence or omissions of the provider in the course of providing services to a recipient or a person believed to be a recipient to the extent allowed by in and accordance with section 768.28, F.S. (2001), and any successor legislation.
- (i) Provide proof of liability insurance at the option of the agency and maintain such insurance in effect for any period during which services of goods are furnished to Medicaid recipients.
- (j) Accept Medicaid payment as payment in full, and not bill or collect from the recipient or the recipient's responsible party any additional amount except, and only to the extent the agency permits or requires, co-payments, coinsurance, or deductibles to be paid by the recipient for the services or goods provided. This includes situations in which the provider's Medicare coinsurance claims are denied in accordance with Medicaid policy.
- (k) Comply with all of the requirements of Section 6032 (Employee Education About False Claims Recovery) of the Deficit Reduction Act of 2005, if the provider receives or earns five million dollars or greater annually under the State plan.
- (l) Submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- (m) Employ only individuals who may legally work in the United States, either U.S. citizens or foreign citizens who are authorized to work in the U.S. in compliance with the Immigration Reform and Control Act of 1986 which prohibits employers from knowingly hiring illegal workers.
- (n) Utilize the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of all persons employed by the provider during the term of this Contract to perform employment duties within Florida and all persons (including subcontractors) assigned by the provider to perform work pursuant to this Contract. The provider shall include this provision in all subcontracts it enters into for the performance of work under this Contract.
- (o) Attest that all statements and information furnished by the prospective provider before signing the provider agreement shall be true and complete. The filing of a materially incomplete, misleading or false application will make the application and agreement voidable at the option of the agency and is sufficient cause for immediate termination of the provider from the Medicaid program and/or revocation of the provider number.
- (p) Agree to notify the agency of any changes to the information furnished on the Florida Medicaid Provider Enrollment Application, including but not limited to changes of address, tax identification number, group affiliation, or depository bank account. The provider shall report a change in any principal of the provider, including any officer, director, agent, managing employee, or affiliated person, or any partner or shareholder who has an ownership interest equal to five (5) percent or more in the provider to the agency in writing within thirty (30) days after the change occurs. For a hospital licensed under chapter 395, F.S., or a nursing home licensed under part II of chapter 400, F.S., a principal of the provider is one who meets the definition of a controlling interest under s. 408.803, F.S.
- (q) Agree to notify the agency within 5 business days after suspension or disenrollment from Medicare. Failure to notify may result in sanctions imposed pursuant s. 409.908 (24) and the provider may be required to return funds paid to the provider during the period of time that the provider was suspended or disenrolled as a Medicare provider.
- (r) Search the List of Excluded Individuals/Entities (LEIE), located at <http://www.oig.hhs.gov/fraud/exclusions.asp>, and the Agency's final order database, located at http://apps.ahca.myflorida.com/dm_web, monthly to determine whether any employee or contractor has been excluded. Providers will notify the Agency immediately any exclusion information discovered. Civil monetary penalties may be imposed against Medicaid providers and managed care entities who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients.

(6) Agency Responsibilities. The agency shall:

- (a) Make timely payment at the established rate for services or goods furnished to a recipient by the provider upon receipt of a properly completed claim.
- (b) Not seek repayment from the provider in any instance in which the Medicaid overpayment is attributable to error of the agency in the determination of eligibility of a recipient.

(7) Change of Ownership. A Medicaid provider agreement may be revoked, at the option of the agency, as the result of a change of ownership of any facility, association, partnership, or other entity named as the provider in the provider agreement.

(a) If the provider sells or transfers a business interest or practice that substantially constitutes the entity named as the provider in the provider agreement, or sells or transfers a facility that is of substantial importance to the entity named as the provider in the provider agreement, the provider is required to maintain and make available to the agency Medicaid-related records that relate to the sale or transfer of the business interest, practice, or facility in the same manner as though the sale or transaction had not taken place, unless the provider enters into an agreement with the purchaser of the business interest, practice, or facility to fulfill this requirement.

(b) If there is a change of ownership, the transferor remains liable for all outstanding overpayments, administrative fines, and any other moneys owed to the agency before the effective date of the change. The transferee is also liable to the agency for all outstanding overpayments identified by the agency on or before the effective date of the change of ownership. In the event of a change of ownership for a skilled nursing facility or intermediate care facility, the Medicaid provider agreement shall be assigned to the transferee if the transferee meets all other Medicaid provider qualifications. In the event of a change of ownership involving a skilled nursing facility licensed under part II of chapter 400, liability for all outstanding overpayments, administrative fines, and any moneys owed to the agency before the effective date of the change of ownership shall be determined in accordance with s. 400.179, F.S.

(c) At least 60 days before the anticipated date of the change of ownership, the transferor shall notify the agency of the intended change of ownership and the transferee shall submit to the agency a Medicaid provider enrollment application. If a change of ownership occurs without compliance with the notice requirements of this subsection, the transferor and transferee shall be jointly and severally liable for all overpayments, administrative fines, and other moneys due to the agency, regardless of whether the agency identified the overpayments, administrative fines, or other moneys before or after the effective date of the change of ownership. The agency may not approve a transferee's Medicaid provider enrollment application if the transferee or transferor has not paid or agreed in writing to a payment plan for all outstanding overpayments, administrative fines, and other moneys due to the agency. This subsection does not preclude the agency from seeking any other legal or equitable remedies available to the agency for the recovery of moneys owed to the Medicaid program. In the event of a change of ownership involving a skilled nursing facility licensed under part II of chapter 400, liability for all outstanding overpayments, administrative fines, and any moneys owed to the agency before the effective date of the change of ownership shall be determined in accordance with s. 400.179 if the Medicaid provider enrollment application for change of ownership is submitted before the change of ownership.

(d) As used in this subsection, the term:

(1.) "Administrative fines" includes any amount identified in a notice of a monetary penalty or fine which has been issued by the agency or other regulatory or licensing agency that governs the provider.

(2.) "Outstanding overpayment" includes any amount identified in a preliminary audit report issued to the transferor by the agency on or before the effective date of a change of ownership.

(8) Termination for Convenience. This agreement may be terminated without cause upon thirty (30) days written notice by either party.

(9) Interpretation. When interpreting this agreement, it shall be neither construed against either party nor considered which party prepared the agreement.

(10) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Both parties concur that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. Any legal action involving this agreement will be brought in the appropriate court in Leon County, Florida, and the parties submit to exclusive venue and personal jurisdiction in that court.

(11) Amendment. This agreement, application and supporting documents constitute the full and entire agreement and understanding between the parties with respect to their relationship. No amendment is effective unless it is in writing and signed by each party.

(12) Severability. If one or more of the provisions contained in this agreement or application shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(13) Agreement Retention. The parties agree that the agency may only retain the signature page of this agreement, and that a copy of this standard provider agreement will be maintained by the Director of Medicaid, or his designee, and may be reproduced as a duplicate original for any legal purpose and may also be entered into evidence as a business record.



(14) Funding. This contract is contingent upon the availability of funds.

(15) Assignability. The parties agree that neither may assign their rights under this agreement without the express written consent of the other.

The provider, or each principal of the provider if the provider is a corporation, partnership, association, or other entity, is required to sign this agreement. For this purpose, principals includes partners or shareholders of five (5) percent or more, officers, directors, managers, financial records custodian, medical records custodian, subcontractors, and individuals holding signing privileges on the depository account, and other affiliated person. A chief executive officer (CEO) or president may sign this agreement in lieu of all principals. Failure to sign the agreement will make the agreement and provider number voidable by the agency.

The signatories hereto represent and warrant that they have read the agreement, understand it, and are authorized to execute it on behalf of their respective principals or co-owners. This agreement becomes null and void upon transfer of assets; change of ownership; or upon discovery by the agency of the submission of a materially incomplete, misleading or false provider application unless subsequently ratified or approved by the agency.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be duly executed under the penalties of perjury, and now affirms that the foregoing is true and correct.

Jim Barfield <hr/> <small>(legibly print name of signatory)</small>	Chairman <hr/> <small>Title</small>	 <hr/> <small>Signature</small>	As approved by the Board on 9/1/15 <hr/> <small>Date</small>
Scott Ellis <hr/> <small>(legibly print name of signatory)</small>	Clerk <hr/> <small>Title</small>	 <hr/> <small>Signature</small>	9/1/15 <hr/> <small>Date</small>

(ATTACH ADDITIONAL SIGNATURE PAGES IF NECESSARY)

Please complete the following information:

Provider's Name:	Brevard County Board of County Commissioners
DBA Name:	Space Coast Area Transit
Tax Identification Number:	59-6000523
National Provider Identifier:	
Florida Medicaid Identification Number:	09882696
<small>(For new applicants, the Medicaid ID will be entered by the fiscal agent upon approval of the application.)</small>	

Reviewed for Legal Form and Content by:


Diana Yuan, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

1. Contractor: Agency for Health Care Administration	
2. Fund/Account #: 4130-R30373	3 Division Name: TRANSIT SERVICES
4. Contract Description: Florida Non-Institutional Medicaid Provider Agreement	
5. Contract Monitor: Cathy Lively	6. Mail Stop #: 44
7. Dept/Office Director: James Lieserfelt	8. Class Code: ZIGS
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JPL	4/20/16
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DEY	4/25/2016
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.

NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

BOARD OF COUNTY COMMISSIONERS

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ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	4/20/16
Risk Management	X	0	JLJ	4/21/16
County Attorney	0	0		
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.

NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE
 ___9/1/15___ BCC MEETING.



NON-INSTITUTIONAL MEDICAID PROVIDER AGREEMENT



The Provider agrees to participate in the Florida Medicaid program under the following terms and conditions:

- (1) **Discrimination**. The parties agree that the Agency for Health Care Administration (AHCA) may make payments for medical assistance and related services rendered to Medicaid recipients only to a person or entity who has a provider agreement in effect with AHCA; who is performing services or supplying goods in accordance with federal, state, and local law; and who agrees that no person shall, on the grounds of sex, handicap, race, color, national origin, other insurance, or for any other reason, be subjected to discrimination under any program or activity for which the provider receives payment from AHCA.
- (2) **Quality of Service**. The provider agrees that services or goods billed to the Medicaid program must be medically necessary, of a quality comparable to those furnished by the provider's peers, and within the parameters permitted by the provider's license or certification. The provider further agrees to bill only for the services performed within the specialty or specialties designated in the provider application on file with AHCA. The services or goods must have been actually provided to eligible Medicaid recipients by the provider prior to submitting the claim.
- (3) **Compliance**. The provider agrees to comply with local, state, and federal laws, as well as rules, regulations, and statements of policy applicable to the Medicaid program, including the Medicaid Provider Handbooks issued by AHCA.
- (4) **Term and signatures**. The parties agree that this is a voluntary agreement between AHCA and the provider, in which the provider agrees to furnish services or goods to Medicaid recipients. Provided that all requirements for enrollment have been met, this agreement shall remain in effect for ten (10) years from the effective date of the provider's eligibility for initial enrollment unless otherwise terminated. With respect to reenrolling providers, the agreement shall remain in effect for ten (10) years from either the date the most recent agreement expires or the date the provider signs the renewal agreement, whichever date is earlier, unless otherwise terminated. This agreement shall be renewable only by mutual consent. The provider understands and agrees that no AHCA signature is required to make this agreement valid and enforceable.
- (5) **Provider Responsibilities**. The Medicaid provider shall:
 - (a) Possess at the time of the signing of the provider agreement, and maintain in good standing throughout the period of the agreement's effectiveness, a valid professional, occupational, facility or other license appropriate to the services or goods being provided, as required by law.
 - (b) Keep, maintain, and make available in a systematic and orderly manner all medical and Medicaid-related records as AHCA requires for a period of at least five (5) years.
 - (c) Safeguard the use and disclosure of information pertaining to current or former Medicaid recipients as required by law.
 - (d) Send, at the provider's expense, legible copies of all Medicaid-related information to authorized state and federal employees, including their agents. The provider shall give state and federal employees, including their agents, access to all Medicaid patient records and to other information that can not be separated from Medicaid-related records.
 - (e) Bill other insurers and third parties, including the Medicare program, before billing the Medicaid program, if the recipient is eligible for payment for health care or related services from another insurer or person.
 - (f) Refund any moneys received from the Medicaid program in error or in excess of the amount to which the provider is entitled within 90 days of receipt.

(g) Be liable for and indemnify, defend, and hold AHCA harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligence or omissions of the provider in the course of providing services to a recipient or a person believed to be a recipient to the extent allowed by in and accordance with section 768.28, F.S. (2001), and any successor legislation.

(h) Accept Medicaid payment as payment in full, and not bill or collect from the recipient or the recipient's responsible party any additional amount except, and only to the extent AHCA permits or requires, co-payments, coinsurance, or deductibles to be paid by the recipient for the services or goods provided. This includes situations in which the provider's Medicare coinsurance claims are denied in accordance with Medicaid's payment.

(i) Submit claims to AHCA electronically and to abide by the terms of the Electronic Data Interchange Agreement.

(j) Receive payment from AHCA by Electronic Funds Transfer (EFT). In the event that AHCA erroneously deposits funds to the provider's account, then the provider agrees that AHCA may withdraw the funds from the account.

(k) Comply with all of the requirements of Section 6032 (Employee Education About False Claims Recovery) of the Deficit Reduction Act of 2005, if the provider receives or earns five million dollars or greater annually under the State plan.

(l) Submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

(6) AHCA Responsibilities. The agency shall:

(a) Make timely payment at the established rate for services or goods furnished to a recipient by the provider upon receipt of a properly completed claim.

(b) Not seek repayment from the provider in any instance in which the Medicaid overpayment is attributable solely to error in the state's determination of eligibility of a recipient.

(7) Termination For Convenience. This agreement may be terminated without cause upon thirty (30) days written notice by either party.

(8) Ownership. The provider agrees to give AHCA sixty (60) days written notice before making any change in ownership of the entity named in the provider agreement as the provider. The provider is required to maintain and make available to AHCA Medicaid-related records that relate to the sale or transfer of the business interest, practice, or facility in the same manner as though the sale or transaction had not taken place, unless the provider enters into an agreement with the purchaser of the business interest, practice, or facility to fulfill this requirement.

(9) Complete Information. All statements and information furnished by the prospective provider before signing the provider agreement shall be true and complete. The filing of a materially incomplete, misleading or false application will make the application and agreement voidable at the option of AHCA and is sufficient cause for immediate termination of the provider from the Medicaid program and/or revocation of the provider number.

(10) Interpretation. When interpreting this agreement, it shall be neither construed against either party nor considered which party prepared the agreement.

(11) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(12) Amendment. This agreement, application and supporting documents constitute the full and entire agreement and understanding between the parties with respect to their relationship. No amendment is effective unless it is in writing and signed by each party.

(13) Severability. If one or more of the provisions contained in this agreement or application shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(14) Agreement Retention. The parties agree that AHCA may only retain the signature page of this agreement, and that a copy of this standard provider agreement will be maintained by the Director of Medicaid, or his designee, and may be reproduced as a duplicate original for any legal purpose and may also be entered into evidence as a business record.

(15) Funding. This contract is contingent upon the availability of funds.

16) Assignability. The parties agree that neither may assign their rights under this agreement without the express written consent of the other.

The parties concur that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The signatories hereto represent and warrant that they have read the agreement, understand it, and are authorized to execute it on behalf of their respective principals or co-owners. This agreement becomes null and void upon transfer of assets; change of ownership; or upon discovery by AHCA of the submission of a materially incomplete, misleading or false provider application unless subsequently ratified or approved by AHCA.

All shareholders (with five percent or greater ownership interest), principals, partners and financial custodians are required to sign this agreement or, a chief executive officer (CEO) or president of an organization may sign this agreement in lieu of the above. Failure to sign the agreement will make this application, agreement and provider number voidable by AHCA.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be duly executed under the penalties of perjury, swear or affirm that the foregoing is true and correct.

<u>Robin Fisher</u> (legibly print name of signatory)	<u>Chairman</u> Title	 Signature	As approved by the Board Date on 9/1/15.
_____ (legibly print name of signatory)	_____ Title	_____ Signature	_____ Date
_____ (legibly print name of signatory)	_____ Title	_____ Signature	_____ Date
_____ (legibly print name of signatory)	_____ Title	_____ Signature	_____ Date
_____ (legibly print name of signatory)	_____ Title	_____ Signature	_____ Date

(USE ADDITIONAL PAGES IF NECESSARY)

Please complete the following information:

Provider's Name:	<u>Brevard County Board of County Commissioners</u>
DBA Name:	<u>Space Coast Area Transit</u>
Tax Identification Number:	<u>59-6000523</u>
National Provider Identifier:	_____
Florida Medicaid Identification Number:	<u>099882696</u>
<i>(For new applicants, the Medicaid ID will be entered by the fiscal agent upon approval of the application.)</i>	

Reviewed for Legal Form and Content

by: 

Matthew Soss, Assistant County Attorney

Non-Institutional MPA (Revised April 2010)

ATTEST :



SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

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2. Fund/Account #: 4130-R30373	3 Division Name: TRANSIT SERVICES
4. Contract Description: Florida Non-Institutional Medicaid Provider Agreement	
5. Contract Monitor: Cathy Lively	6. Mail Stop #: 44
7. Dept/Office Director: James Liesenfelt	8. Class Code: ZIGS
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	7/22/2015
Risk Management	0	0		
County Attorney	<input checked="" type="checkbox"/>	0	MDS	7/28/15
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

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COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	7/22/2015
Risk Management	<input checked="" type="checkbox"/>	0	<i>JLS</i>	7/30/2015
County Attorney	0	0		
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.

NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.



BOARD OF COUNTY COMMISSIONERS



Transit Services
401 S. Varr Ave.
Cocoa, FL 32922
635-7815 ext. 601

Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

THROUGH: Venetta Valdengo, Assistant County Manager *vv*

FROM: Jim Liesenfelt, Transit Services Director *PL*

DATE: April 28, 2016

RE: Request for Chairman's Signature

On September 1, 2015, the Board authorized the Chairman to execute the Florida Non-Institutional Medicaid Provider agreement with the Florida Agency for Health Care Administration for Medicaid Transportation Services. Unfortunately, staff was provided with an incorrect version of the Agreement. Staff has obtained the most recent version and it has been reviewed by the County Attorney and Risk Management.

We are requesting the Chairman's signature on the attached Agreement. Also, included are copies of the Board Memorandum, County Attorney Review and Risk Management Review.

If you have any questions, please do not hesitate to contact us at 321-635-7815 ext. 601 or e-mail me at jim.liesenfelt@brevardcounty.us.

Thank you for your assistance.

- Approved
- Not Approved

Signature