



**State Term Contract 84111600-20-1
For
Financial and Performance Audits**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Public Consulting Group LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor's submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

- Training Customer personnel through formal classroom courses, workshops, or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

subsections under “Vendors” on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department’s Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor’s performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

**State Term Contract No. 8411600-20-1
For
Financial and Performance Audits**

- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.


Department's Contract Manager:

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

PUBLIC CONSULTING GROUP LLC

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

DocuSigned by:

40017792D4FC42B...
Marc Stauble
Practice Area Director, Health

DocuSigned by:

991259A211104A3...
Tami Fillyaw
Chief of Staff

2/23/2021 | 3:21 PM EST
Date:

2/23/2021 | 3:31 PM EST
Date:

**Contract Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

Respondent Name

Public Consulting Group, Inc.

INSTRUCTIONS

The Respondent may respond to one or both Service Categories. **The Respondent is not required to respond to both Service Categories.** However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.

For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. **The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.** The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.

Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.

This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

Provide pricing in dollar amounts; amounts may include cents (e.g. \$0.05), but cannot include fractions of cents (e.g. \$0.005).

Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 2: Financial and Performance Audits

JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$295.00	\$300.00
Senior Consultant	\$275.00	\$280.00
Consultant	\$230.00	\$235.00
Junior Consultant	\$180.00	\$185.00
Program and Administrative Support	\$115.00	\$120.00

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



The State of Florida Department of Management Services

Financial and Performance Audits

RFP #: 06-80101500-J

June 9, 2020

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Solutions that Matter

June 9, 2020

Joel Atkinson
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950

Solicitation Title: Management Consulting Services and Financial and Performance Audits
Solicitation Number: RFP 06-80101500-J

Dear Joel Atkinson,

The State of Florida Department of Management Services is seeking to engage with a qualified firm to provide management consulting services and financial and performance audits. The State can benefit from a partnership with Public Consulting Group, Inc. (PCG) that draws on our decades of experience delivering services to school districts, state and local government agencies, and their private provider and lead agencies in the State of Florida. PCG is a leading public sector solutions implementation and operations improvement firm that partners with health, education, and human services agencies to improve lives. Founded in 1986 and headquartered in Boston, Massachusetts, PCG has over 2,500 professionals in more than 60 offices worldwide, all committed to delivering solutions that change lives for the better.

As Department of Management Services considers our proposal, please note the following highlights, which make us unique in our ability to meet the state's primary goals for financial and performance audits:

- PCG has extensive knowledge of and experience in the State of Florida. Over the past 5 years, PCG has partnered with state agencies, local agencies and school districts across the State on more than 100 projects.
- PCG has many years of experience delivering services under state term contracts, including in the State of North Carolina, State of Colorado, State of Missouri and Commonwealth of Massachusetts.
- PCG has helped thousands of state agencies maximize resources, make better management decisions using performance measurement techniques, improve business processes, achieve and maintain federal and state compliance, and, most importantly, improve client outcomes.

In this proposal, we have outlined our understanding and approach to this solicitation for Service Category 2: Financial and Performance Audits. Please do not hesitate to contact Sean Huse, Manager of Health, at (617) 426-2026 or shuse@pcgus.com, if you have any questions about this proposal. No special terms or conditions apply. In addition, we acknowledge the acceptance of all addenda related to this bid solicitation.

As Practice Area Director of Human Services, I am authorized to bind PCG contractually with this bid.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Fallon".

Kathleen Fallon
Public Consulting Group, Inc

TABLE OF CONTENTS

I. EXPERIENCE	4
II. PROPOSED SOLUTION/SERVICES	11
Phase 1: Information Gathering	12
Phase 2: Audit Criteria Definition	13
Phase 3: Audit Procedures Definition	13
Phase 4: Audit Plan Deliverable	14
Phase 5: The Audit	15
Phase 6: Audit Conclusion	15
Talent and Staffing	16

I. EXPERIENCE

Since its inception in 1986, Public Consulting Group, Inc. (PCG) has partnered with hundreds of state agencies in all 50 states to ensure compliance with state and federal policy, to guarantee the integrity of public assistance expenditures, and to optimize the performance of agency programs, systems, and staff. To do so, we developed a complete understanding of the laws, regulations, policies, and procedures that govern state agency programs, as well as the stakeholders, systems and protocols involved in the administration of these programs.

PCG is a leading public sector solutions implementation and operations improvement firm that partners with health, education, and human services agencies to improve lives. Headquartered in Boston, Massachusetts, PCG has over 2,500 professionals in more than 60 offices nationwide — all committed to delivering solutions that change lives for the better. The firm has four designated practice areas with extensive experience in all 50 states, in six Canadian provinces, and a growing practice in Europe. PCG offers clients a multidisciplinary approach to solve their challenges or pursue opportunities.

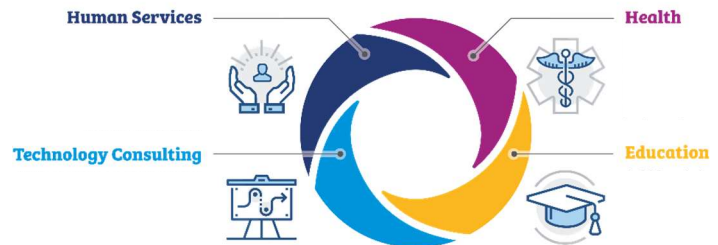


Figure 1: PCG Practice Areas

Because we have dedicated ourselves almost exclusively to the public sector for 35 years, the firm has developed a deep understanding of the legal, regulatory, and financial constraints and requirements that govern the administration of health and social services programs. For more than three decades we have leveraged this experience to assist state agencies in the execution of **business process reviews, needs assessments, management control audits, performance measurement analyses, financial impact assessments, policy impact analyses, regulatory compliance audits, fraud, waste and abuse audits, quality control reviews, and data/system integrity audits.**



In Oklahoma, PCG was engaged by the state to perform annual financial and clinical audits of the state's Trauma Care Assistance Revolving Fund which supplements hospital, physician, and EMS provider trauma care provided to uninsured and underinsured populations. PCG audited tens of thousands of claims over five years, performing both onsite and desk reviews of the clinical and financial documentation supporting each claim.



In North Carolina, PCG was engaged by the state to audit the integrity of billions of dollars of Medicaid claims each year from thousands of health care providers across the State. In this capacity, PCG implemented and executed financial, operational, and clinical audits and corresponding technologies and tools, resulting in the identification of more than \$150 million in aberrant provider billing each year.



In Michigan, PCG was engaged by the state as the country's first Centers for Medicare and Medicaid Services (CMS)-approved Medicaid Eligibility Quality Control (MEQC) Pilot Review Services vendor. In this capacity, PCG defined and deployed a MEQC audit tool to verify the accuracy of the State's prior public assistance eligibility decisions by auditing the following: (1) the caseworker's appropriate application of eligibility policy; (2) appropriate use of third-party electronic data sources; (3) adherence to application processing procedures; and (4) the validity of system inputs and calculations.



In New York, PCG has served as the Independent Assessor for the State's \$8 billion Delivery System Reform Payment Program (DSRIP) since 2014. In this capacity, PCG assessed and evaluated the legitimacy and applicability of 25 participation applications from multi-billion-dollar provider organizations and subsequently monitored compliance with payment regulations and requirements.



In Kentucky, PCG was hired by the state to oversee the state's rollout out of their Medicaid Managed Care program, specifically to develop a compliance monitoring plan to ensure plans were monitored in accordance with national best practices. PCG's work culminated in business process and operational recommendations which would optimize staffing and expenditures while eliminating duplicative and non-critical functions.



In Massachusetts, PCG was engaged by the state to audit the Commonwealth's Hospital Health Safety Net and Nursing Provider Fee disbursements to confirm providers were billing in compliance with state regulations and were maintaining appropriate and complete supporting financial records.



In Missouri, PCG was engaged by the state to perform an Eligibility Business Process Review comprised of auditing data maintained within the Missouri Eligibility Determination and Enrollment System (MEDES) to determine why Medicaid eligibility denials recently spiked in the state.



In Colorado, PCG was engaged by the state with reviewing, evaluating, and validating whether nursing facilities that applied for Pay-For-Performance program reimbursement have implemented, and are in compliance with, performance measures, as defined by the Department, that provide for a high quality of life and high quality of care to their residents.



In Ohio, PCG was engaged by the state to audit and investigate, in concert with local law enforcement, tens of thousands of critical incidents taking place each year within the Medicaid home and community-based services (HCBS) settings. PCG was also engaged to follow-up on these incidents by subsequent structural reviews of providers' compliance with state service delivery, staffing, documentation and billing requirements. Finally, PCG was also engaged to perform onsite audits of providers designated as moderate and high-risk providers due to critical incidents associated with their staff.

These are just a few examples of the hundreds of policy impact analyses, business process improvement evaluations, regulatory compliance reviews, performance measurement analyses, quality control reviews and program integrity audits PCG performs on behalf of state agencies each year.

Whether dissecting and documenting policy with agency policy staff, designing audit tools with agency project managers, defining audit technology tools and user stories with agency IT staff, training financial or clinical auditors on the application of these tools, or reviewing audit results and cost savings implications with agency leadership, PCG has executed all aspects of performing performance, business process, program integrity, and quality control audits on behalf of state agencies for more than three decades.

Proven State of Florida Partner

The State of Florida works with dozens of contractors and vendors across its divisions and agencies, but few other firms maintain more applicable state health and social services agency experience executing audits of programs, providers, systems, policy impacts, and service delivery than PCG. **In the last 5 years, PCG has worked on over 100 projects for the state, local agencies, and school districts across the State of Florida**, as detailed in the following inventory of some of the most relevant PCG engagements in the State.

Florida Agency & Project Name	Description
Department of Management Services (DMS): Information Technology Independent Verification and Validation (IV&V) Services (June 2016 – Present)	<p>PCG has served on multiple Florida state term contracts, including the current Florida Department of Management Services state term contract to provide project Information Technology IV&V monitoring activities. The scope of work is similar to Service Category 1: Management Consulting Services and includes:</p> <ul style="list-style-type: none"> • Performing assessments on both management processes and work products • Assessing and reporting overall project performance, extrapolating future project progress and success, and identifying any possible impediments to successful project completion • Ensuring project teams follow required standards, including, but not limited to, Administrative Rule, Florida Statutes, and federal requirements
Our Kids Inc., Community Based Care Agency: Independent Fiscal and Administrative Monitoring (July 2011 – June 2019)	<p>PCG performed fiscal, administrative, and program monitoring work for Our Kids to ensure compliance with all applicable Federal and State laws, regulations, action transmittals, program instructions, review guides and similar documentation for state and federal funding and statutes related to child welfare services. PCG has recently been awarded a contract for a similar scope of work with Citrus Health Network.</p>
Department of Children and Families (DCF): Benefit Overpayment Recovery Project (January 2000 – Present)	<p>PCG provides public assistance benefits overpayment recovery services. In addition, PCG is responsible for maintaining all data and information pertaining to the recovery efforts. In the last 20 years, we have collected over \$66M for the state of Florida.</p>
Department of Children and Families (DCF): Medicaid & Medicare Cost Reporting (July 1995 – Present)	<p>PCG provides Medicare/Medicaid Cost Reporting Services for hospitals operated by DCF. Each of these is Medicare and Medicaid providers who are required to submit Cost Reports for Medicare and Medicaid and Prior Year Actual Report (AHCA).</p>
Department of Children and Families (DCF): Comprehensive Child Welfare Information Systems (CCWIS) Planning Project (January 2019 – September 2019)	<p>The Federal Comprehensive Child Welfare Information System (CCWIS) rules have replaced the previous Statewide Automated Child Welfare Information System (SACWIS) rules. PCG conducted Phase 1 of a multi-phase feasibility study and provided a high-level roadmap (cost/schedule) for the transition to CCWIS, a State funding document for CCWIS implementation, and high-level business requirements, business architecture requirements, and process maps that support roadmap and funding recommendations.</p>
Department of Children and Families (DCF): Title IV-E Eligibility Maximization (January 2019 – June 2019)	<p>PCG served as a subcontractor to Ernst & Young to assist DCF and CBCs across the state to best understand the workload and revenue impacts of the termination of the Title IV-E waiver that ended on September 30, 2019. EY and PCG worked to identify the steps needed for CBC Lead Agencies to accurately identify all eligible children under traditional Title IV-E rules. PCG reviewed over 7,700 Title IV-E determinations at each of the 19 CBCs to determine correctness and completeness.</p>
Department of Management Services (DMS): I.T. Staff Augmentation Services (March 2017 – February 2019)	<p>PCG offered applications development, data strategy/management, quality assurance, business intelligence systems management, enterprise resource planning (ERP), business analysis, and program management for the State of Florida. We have long had an established relationship with the State and, as vendor on multiple state term contracts, maintain the staff, expertise, and knowledge to support Florida in IT, IV&V, and management consulting.</p>
Department of Children and Families (DCF): Title IV-E Eligibility Review (February 2018 – March 2018)	<p>PCG reviewed a random sample of Foster Care and Adoption Assistance files that were determined ineligible for Title IV-E funding completed by Devereux and Kids Central Inc. (KCI) Community Based Care (CBC) agencies in anticipation of the termination of the Title IV-E waiver that ended in FY19.</p>
Family Support Services of North Florida: Mobile Visits Pilot Project (May 2017 – February 2018)	<p>In partnership with Diona, PCG successfully piloted the Diona Mobile Visits application with key FSSNF staff to prove the business case that mobile technology is a feasible and worthy investment. The pilot streamlined the data</p>

Florida Agency & Project Name	Description
Department of Education (DOE): Charter School Transition to the New Florida Standards (November 2012 – August 2016)	entry process resulting in more timely input of data, improved data quality, created business process efficiencies, and improved employee satisfaction. PCG provided educators from Florida's 675 charter schools with the training and resources they need to fully implement the Florida standards in mathematics, English language arts, and content literacy. Working closely with the DOE, PCG developed and delivered face-to-face professional development modules, e-learning courses, technical assistance and coaching for teacher leaders, administrators, leadership teams, and board members.
Broward County Public Schools – Head Start: Wage and Benefits Comparability Study (April 2016 – June 2016)	PCG developed a wage and benefits comparability study for the Broward County Public School system which analyzed Head Start wages and benefits. PCG analyzed local wages and benefits and cross compared them to ten other programs of similar size and make up across the country including Florida, Georgia, North Carolina, Texas, and Virginia to provide recommendations to be incorporated in future compensation planning efforts including for new hires, promoted employees and career planning.
Big Bend Community Based Care Lead Agency: Managing Entity Fiscal Analysis (March 2013 – January 2016)	PCG assisted with the financial reporting of the Substance Abuse and Mental Health (SAMH) Managing Entity (ME) to improve the management of contract invoicing and financial reporting of the SAMH providers' expenditures. PCG created a tool to analyze providers' payments and helped to determine the allocation of the ME's admin. costs.
School Districts: Broward County Public Schools, School District of Palm Beach County, Polk County Schools, Miami-Dade County Public Schools, Lake County Schools, Flagler County Public Schools, Florida Department of Corrections, Nassau County School District, Hillsborough County Public Schools, Pinellas County Schools, Sumter County Schools (October 2000 – Present)	PCG provided implementation and consulting support for the following services: <ul style="list-style-type: none"> • EasyIEP™ • Eligibility • Gifted • Advanced Reporting • Behavior Tracking • EasyFAX™ • SmartScan™ • Paperclip™ • EdPlan Connect • Behavioral Threat Assessment • 504 • Dynamic Translation • FFS • Curriculum Implementation Services • Professional Development and Instructional Coaching • Plan of Care • Progress Track • Behavioral Threat Assessment • Literacy Program Review (K – 5)

Figure 2: PCG is a trusted State of Florida partner

In addition to our experience in Florida, PCG has a wealth of other relevant experience delivering projects of similar type, size, and scope as those described in this RFP as Service Category 2: Financial and Performance Audits. PCG has deep audit and evaluation expertise across a wide range of health and social service programs. This experience ensures our clients can accurately and independently assess the efficacy, efficiency and solvency of critical government programs. Our applicable work includes **business process reviews, needs assessments, management control audits, performance measurement analyses, financial impact assessments, policy impact analyses, regulatory compliance audits, fraud, waste and abuse audits, quality control reviews, and data/system integrity audits**. As evidenced by the table below listing a sample of our relevant state government performance auditing work, PCG is supremely qualified to support the State of Florida as your performance auditor.

Project Name	Economy and Efficiency Audits and Services			Program Results and Program Fraud Audits and Services						
	Business Process Review	Needs Assessment	Management Control Audit	Performance/Outcomes Measurement	Financial Impact Assessment	Policy Impact Analysis	Regulatory Compliance Audit	Fraud, Waste and Abuse Audit	Quality Control Audit	Data/System Integrity Audit
AL DOE Organizational Review	✓	✓	✓							
AR DHS Quality Service Performance Review						✓			✓	
AZ DCS Title IV-E Training Claiming and Revenue Assessment					✓	✓				
AZ DES Refugee Resettlement Assessment Program	✓					✓				
CA County of Santa Clara Feasibility Assessment for Providing Childcare Services	✓									
CA DDS Home and Community Based Services (HCBS) Assessment Plan	✓						✓			
CA DHCS LTCD Site Assessment							✓			
CA Lottery Commission Independent Security Assessment Services	✓		✓							✓
CO Auditor for the Primary Care Fund and Colorado Indigent Care Program				✓			✓		✓	
CO DCW Workload & Caseload Assessment	✓	✓								
CO DHCPF Waiver Claims Post-Payment Review Services								✓	✓	
CO DPS Org Structure and Service Model Assessment for ED Office	✓	✓								
CO HCPF Hospital Quality Incentive Payment Contractor					✓				✓	
CO HCPF interChange Billing and Reimbursement Rules Review						✓				X
CO HCPF Nursing Facility Pay for Performance Audit				✓			✓	✓	✓	
DC DBH Comprehensive Rate Analysis for Community Based Behavioral Health Service					✓					
FL Hillsborough County Pharmacy Services Review				✓		✓				
FL Our Kids CBC Lead Agency Fiscal/Administrative Monitoring	✓				✓		✓		✓	
GA DHS DFCS Foster Care Resource and Utilization Analysis		✓			✓					
HI DHS Privacy and Security Assessment			✓							✓

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IA DSS Prevent Child Abuse Iowa Needs Assessment		✓		✓						
ID Dept Health & Welfare Independent Assessment Non-Emergent Medical Transport	✓	✓							✓	
IL HCFS HCBS Waivers Review Services							✓		✓	
IN Inventory for Client and Agency Planning (ICAP) Assessment Services		✓							✓	
KY CHFS Managed Care Oversight	✓	✓		✓					✓	
MA DMH PRF61 Analysis of Certification System		✓								✓
MA EOHHS Health Safety Net Audit	✓		✓				✓	✓	✓	✓
MA EOHHS Medicaid Long Term Care Eligibility Redetermination							✓	✓	✓	
MA EOHHS Rate Review and Rate Development for Worker's Compensation Payments					✓	✓	✓			
MA EOHHS Non-Financial Report Related Audit & Accounting Services Statewide Contract				✓	✓		✓			
MA EOHHS Operational Services Division Organizational Assessment and Design	✓	✓								
MA PRF56 OC Audit, Accounting, Compliance, Rev Enhancement/Recovery				✓			✓		✓	
MD DOH QIO Services Utilizations Reviews		✓		✓					✓	
MD DOH QIO ServicesBasic Assurance Reviews									✓	
ME DHHS Independent Review of the State's Early Childhood SPED Services		✓		✓		✓				
ME AdCare Educational Institute Training Needs Assessment	✓	✓								
MI DHHS Medicaid Eligibility Quality Control (MEQC)								✓	✓	✓
MI DHHS Performance Based Contracting Project Manager				✓						
MI DHHS Home Help Program Monitoring		✓				✓		✓	✓	

Project Name	Economy and Efficiency Audits and Services			Program Results and Program Fraud Audits and Services						
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MO CSBG and LIHEAP Financial Subrecipient Monitoring Services								✓	✓	
MO DSS Victims of Crime Act (VOCA) Compliance Process Analysis							✓		✓	
MO DSS Financial Monitoring and Compliance Review Services									✓	
MO DSS MEDES Data Review									✓	✓
MO DSS Registered Child Care Provider Monitoring Services							✓	✓	✓	
MO MVC Veterans' Needs Assessment		✓				✓				
MS DMH Compliance Monitoring CMS Final Rule IFB							✓		✓	
NC DMA Provider Monitoring and Oversight							✓	✓		
NC DHHS Medicaid Provider Screening							✓	✓	✓	
NM HSD Behavioral Health Audit							✓	✓		
NM OSI Health Insurance Market Conduct Examination		✓								
NH DHHS Enrollment Data Analysis Services								✓		✓
NY DOH Asset and Real Property Resource Verification								✓		
NY DOH DSRIP Independent Assessor				✓		✓			✓	
OH ODM HCBS Structural Review				✓			✓	✓	✓	
OH ODM Provider Screening							✓	✓	✓	
OK OHCA Trauma Fund Auditor							✓	✓		
OR DHS Statewide Assessment of Vocational Rehabilitation Needs		✓								
PA PID FedTool Review							✓			
RI DHS SNAP Quality Improvement Program	✓	✓								
RI DLT Cash Flow Analysis		✓			✓					
RI EOHHS Title IV-E Quality Control									✓	
SC SDHHS HCBS Site Visits and Assessments							✓	✓	✓	
TN Compliance Monitoring Department of Education					✓		✓	✓	✓	✓

Project Name	Economy and Efficiency Audits and Services			Program Results and Program Fraud Audits and Services						
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TN CPO Assessment of Pharmacy Benefits Managers					✓	✓	✓			
TX HHSC Predictive Analytics							✓	✓	✓	✓
TX Workforce Solutions Capital Area Program Monitoring Services									✓	
VT DMH Consultant for Analysis of Residential System of Care for Children	✓	✓								
WA DES ITPS Strategic Business Analysis Consulting Service (Non-IT)		✓		✓						
WA MSA ITPS- Management Analysis 06914		✓	✓							
WA State DRS CORE Program QA and Technical Quality Review Services				✓			✓		✓	
WI DHS Residency Verification Services								✓		
WV WCOIC Prescription Drug Formularies Review						✓			✓	
WY DOH HIE Strategy Assessment & Implementation		✓								

Figure 3: PCG audit and evaluation experience

II. PROPOSED SOLUTION/SERVICES

State government has always sought to ensure the integrity and performance of their most critical health and social programs. Such activity is crucial to maintain the confidence of state taxpayers, as well as beneficiaries of government services, especially when state budget dollars must serve so many competing priorities. Since its inception in 1986, PCG has partnered in these efforts by devising audit and evaluation solutions, executing assessments, and deploying monitoring systems for states across the country, supporting the efficiency, effectiveness, and integrity of health and social services programs.

As evidenced by our broad and rich history of providing performance audits and evaluations for state agencies across the country, PCG brings to this engagement the expertise and ability to support the State of Florida in evaluating, optimizing, and ensuring the prospective performance of your most important health and social services programs.

Because PCG has a proven audit and evaluation approach, demonstrated hundreds of times over the last decade, we offer the State of Florida a meticulous work plan, supported by proven human, technical, and operational resources. One reason, among others, for PCG’s strong track record with successful client engagements is our use of project management methodologies derived from industry best practices and the Project Management Institute’s (PMI®) *Project Management Body of Knowledge® (PMBOK®)*. Led by our certified Project Management Professionals (PMPs), PCG will leverage standard project management best practices to ensure the State is expertly supported during all phases of an audit.

While performance auditing is comprised of several types of services and analyses, each PCG audit plan is designed to arrive at findings or conclusions based on an evaluation of sufficient, appropriate evidence against measurement criteria and/or policy. Audit objectives will vary across different programs and initiatives, but PCG's overarching objective is to perform an accurate, professional, documented and consistent assessment of program effectiveness, economy, and efficiency; ensuring the presence of internal controls; compliance with laws, policies, and regulations; and prospective analyses.

PCG's performance auditing activities are characterized by:



High-integrity stewardship of public resources and trust through the application of best practices and the adoption of proven **project management tools and methods**. PCG grounds our management of project scope, timeline, and budget in the Project Management Institute's tried and tested PMBOK tools and methods, which flex the project management specifics to the unique needs and requirements of each engagement.



A grounding in **evidence-based, best-in-class practices, tools and methods**. PCG stays connected to cutting-edge research across a wide range of fields of study, conduct action research in partnership with our customers, scan for best-in-class practices, tools, and methods in state and local government, and craft government solutions that draw on the full range of insights from both external scanning and proprietary research and development.



A commitment to helping our customers achieve **sustainable change**. PCG wants our customers to move from where they are now to where they want to be, in ways that maximize the likelihood that those changes will "stick" over the long term. Our post-audit recommendations will always reflect this commitment to sustainable change.



A **customer-focused** auditing strategy. PCG works closely with our agency customers to understand their specific challenges, opportunities, and requirements in order to customize all aspects of each engagement to reflect the agency's specific context, rather than applying a standard auditing "template" to each engagement.

PCG's approach to any agency engagement is simple: "**Plan the Work and Work the Plan**". Our project managers live by this day in and day out and our commitment to the State of Florida is that we will do the same for you. Further, PCG's proven approach to performance auditing and related evaluation and assessment services is informed by Government Auditing Standards (GAS) and typically includes the following activities and milestones:

Phase 1: Information Gathering

Immediately upon the announcement of any project award, PCG immediately begins researching national best practices related to the program or service in question and begins gathering and documenting all applicable federal and state policies, procedures and regulations governing the activity being audited. This ensures that by the time we kick off any project, our project managers maintain the necessary level of subject matter expertise to support a productive kick off meeting and discussion with the agency.

Upon contract execution, PCG will schedule a kickoff meeting with the agency which is designed to achieve the following project objectives:

- ✓ Identify project stakeholders and roles
- ✓ Establish regular reporting, meeting, and communications expectations
- ✓ Review the agency's objectives for the audit, assessment or evaluation
- ✓ Discuss the following characteristics of the program or service to be reviewed:
 - Criterion or criteria (e.g. regulations, policies, procedures, expected performance, best practices, service level agreements, etc.) governing the program or service

- Financial inputs, outputs, and fee or payment structures associated with the program or service
- Systems, data, and documentation supporting the activities under review
- Agency activities and process flows related to the program or service

Prior to, during, and following the kickoff meeting, PCG will continue to gather information from both internal and external sources to further inform our audit plan.

Phase 2: Audit Criteria Definition

Following the kickoff meeting, PCG will draft the criteria upon which our audit will be based. PCG understands that this is the most critical point in any audit engagement as this definition determines the entirety of the audit's scope. PCG takes pains to avoid any subjective criteria and ensures that the criteria to be used meets the following requirements:

- ✓ Comes from an objective third party or third-party source (e.g. state regulation, widely accepted best practice, documented procedures, etc.)
- ✓ Is agreed upon with the agency
- ✓ Is free from subjective interpretation
- ✓ Comes from an authoritative source

PCG will review the draft audit criteria with the agency to ensure we have accurately interpreted their audit objectives and that these objectives are supported by the criteria we are recommending. Both the audit criteria, and the audit objectives, will ultimately be submitted back to the agency for approval as part of PCG's Audit Plan (e.g. letter of engagement) deliverable.

Phase 3: Audit Procedures Definition

The definition of our audit criteria informs *what* specifically PCG will audit or evaluate while the definition of our audit procedures determines *how* specifically we will do this. PCG's audit procedures are designed to ensure we can gather complete, appropriate, and sufficient information and documentation during our review to complete our audit and inform our subsequent findings.

In defining our audit procedures, PCG identifies each of the following:

- ✓ **Artifact to be Reviewed** – PCG will define each document, data element, artifact, etc., to be reviewed as part of our audit. For example, an audit of Medicaid claims might include treatment authorizations, treatment notes, diagnosis summaries, discharge summaries, and claims data.
- ✓ **Artifact Location** – PCG will define where and how we will access each artifact to be reviewed. This might include physical locations, web-accessible computer networks, offline electronic systems, and more.
- ✓ **Artifact Authority** – PCG evaluates each artifact to be reviewed to determine whether any inherent and/or control risks exist related to its accuracy, completeness, and relevancy. In the event one or more of these risk exist and depending on the type and scope of the audit or evaluation PCG is performing, PCG may proceed with audit tests.
- ✓ **Audit Testing** - To ensure the accuracy and completeness of asserted records, artifacts and evidence which will be used to support our audit findings, PCG frequently engages in either:
 - Substantive procedures, such as inspecting documentation, data, or systems to verify the accuracy of auditee assertions related to the evidence to be reviewed.

- Control testing to assess the effectiveness and reliability of the internal control system. These tests may include simple inquiries to third parties to confirm auditee attestations, observations of activities supporting these attestations, independently recalculating and/or reperforming activities, other analytical verifications proving attestations, and/or obtaining additional, direct evidence supporting auditee attestations.
- ✓ **Audit Tool** – The combination of the agency’s audit objectives, PCG’s audit criteria, artifacts to be reviewed, and auditing testing needs inform the development of our audit tool. The audit tool, typically web-based, includes each specific question or comparison PCG’s auditors are completing, as well as the specific instructions for doing so.

PCG understands how technologies, such as web-based tools, should be leveraged to reduce inefficiencies, streamline workflows, foster quality, and ensure the State has complete, real-time transparency into PCG’s audit activities. For these reasons, PCG typically utilizes our proprietary PIVOT audit tracking system to capture review activities and results.



Figure 4: PCG's PIVOT audit tool captures all data, documentation, and audit findings while ensuring the consistent application of policy and criteria

PIVOT utilizes a robust workflow engine to manage and track the entire review process flow, from scheduling and reviewing documentation, followed by the quality review process, remediation process, and report finalization. The core functionality within PIVOT is the configurable review tools. Each section and question within the application can easily be changed to align with each new audit’s specific review criteria.

As needed, agency employees will be granted a unique login and password to access PCG’s system where they can view all completed reviews. Additionally, PIVOT can be configured to send automated, electronic reporting to relay completed results to appropriate personnel, thereby reducing the need for staff to log into another system. Designed to reduce inefficiencies, support our review workflow, and foster transparency with our clients, PIVOT supports the timely and accurate capture and completion of any audit activities.

- ✓ **Audit Protocols** – Finally, PCG will define each specific audit step, including any needed sampling, exceptions, procedures for communicating audit requests, documenting results and findings, and collecting and storing supporting data and documentation.

Phase 4: Audit Plan Deliverable

After PCG has successfully gathered all of the relevant information on the auditee and we have defined the audit objectives, criteria, and procedures, PCG will draft an Audit Plan detailing essential background information and defining our proposed approach to completing the agency’s audit or evaluation. PCG will

deliver this Audit Plan to the agency for review and approval prior to initiating any actual auditing. This gives the agency the opportunity to correct, clarify, and/or edit any part of PCG's proposed approach prior to initiation.

Phase 5: The Audit

PCG understands that the consistent application of policy, judgment, and review criteria are critical to the success of any audit. For this reason, PCG uses web-based audit tools to automate any manual calculations, direct auditor review activities, and to ensure the consistent application of policy while digitally capturing all findings and supporting documentation.

All audit findings are subject to both an initial and secondary review to ensure quality throughout any engagement. Further, any negative findings are automatically escalated within PCG's system to a senior audit manager for validation and verification. Applying assessment tools accurately and consistently across every audit criterion, combined with secondary and manager-level quality assurance reviews, will significantly reduce the likelihood of inconsistent and/or inaccurate audit results.

Phase 6: Audit Conclusion

PCG typically concludes our audits with the following activities:

Activity	Description
Initial Observations	When PCG's audit results in the identification of potential issues, such as internal control deficiencies, inaccurate records, unsupported assertions, etc., PCG documents these findings as initial observations. Prior to including any observations as audit findings, PCG provides the auditee the opportunity to respond to and/or clarify each observation. This clarification period allows both PCG and the agency to define the condition (i.e. what was found), criteria (i.e. what criteria applied?), cause (i.e. why did it happen?), and impact (i.e. what was the financial and/or operational result?) of each observation.
Recommendations	Following the finalization of our observations, PCG uses these observations to inform our recommendations. PCG's recommendations are not only designed to correct identified issues or deficiencies, but also to support sustainable change going forward.
Audit Report	<p>Finally, PCG's audit or evaluation activities conclude with the development of an Audit Report. PCG routinely drafts audit reports and recommendations for state executive branch agencies, often as required by the Legislature as part of the annual or biennial budget process. With all such projects, we go through a process of submitting draft reports to our clients. This draft is often then circulated among many state stakeholders whose program areas may be addressed. PCG gathers all feedback and uses it to assist us in clarifying content before any final report is issued. PCG is extremely receptive to and respectful of this process. We are used to drafting multiple versions of reports until our external perspective meshes with internal knowledge in a way that optimizes the insights provided.</p> <p>PCG is aware that audit reports are subject to public release and broad stakeholder review. We understand these are frequently high-profile documents, and the criticality of accuracy and insightfulness cannot be overstated. We are highly experienced in working with government entities on audit reports and assessment generation. We understand that any audit report, even after being reviewed by our clients, must retain a combination of internal and external perspective.</p>

Activity	Description
Post-Audit Support	<p>Because PCG maintains such broad state government policy, operational, administrative, technology and programmatic experience and hundreds of subject matter experts, PCG can not only identify deficiencies during an audit, but we can also help remedy any identified deficiencies. PCG believes strongly that simply dropping off a negative audit report and walking away is not appropriate role for a true State of Florida partner. Rather, PCG makes recommendations for sustainable improvements and more often than not, our agency clients ask us to stick around to oversee the implementation of these changes.</p> <p>Finally, because PCG is supporting state agencies on more than 2,000 projects and programs at any given time, we frequently consider national best practices in our recommendations, allowing our agency clients to not only understand what isn't working, but also to understand what is working elsewhere and to use this knowledge to inform post-audit actions and/or corrective actions.</p> <p>Frequent value-adding services PCG provides to our agency customers at the conclusion of audits or evaluations include:</p> <ul style="list-style-type: none"> ✓ Defining new practices, procedures, or protocols ✓ Identifying the right resources to support these changes ✓ Piloting and evaluating initiatives in response to these recommended changes ✓ Incorporating lessons learned and national best practices into these initiatives ✓ Managing and monitoring statewide implementation of these initiatives ✓ Providing ongoing monitoring and evaluation solutions

Figure 5: PCG audit conclusion activities

PCG's meticulous audit plan, combined with our nearly 35 years of experience across all aspects of state government, ensures we can effectively serve the State of Florida across any type of performance audit, assessment, or evaluation.

Talent and Staffing

From Day One, PCG offers the State of Florida a fully prepared, deeply knowledgeable, and highly enthusiastic group of professionals who have a demonstrated track record of working well together in completing audits and evaluations across the country. PCG's team of subject matter experts is distinctive for the multiple and well-developed skill sets spanning policy, technology, operations, business processes, and public health and social services agency administration. Further, PCG maintains a significant local presence, currently employing 55 team members in our Tallahassee, Gainesville, and Fort Lauderdale offices.

When crafting and fine-tuning project staffing plans (both PCG project teams and, when appropriate, customer work and implementation teams convened as a part of project execution), we consider the following factors:

- ✓ **Skills and abilities** – Does the person have the requisite technical skills to complete the work effectively and efficiently? Does the person have the requisite temperament to thrive in the project environment?
- ✓ **Knowledge and experience** – Does each individual bring current and relevant knowledge (e.g. of specific subject matter, applicable tools, key populations)? Does the team as a whole bring all of the needed knowledge and experience?
- ✓ **Availability** – Are the people able to bring the required attention and focus to the work?
- ✓ **Cultural competence** – Is the team positioned to understand the perspectives and experiences of key populations and interact with key staff and stakeholders in ways that honor and respect them?

- ✓ **Team dynamics** – Is the team positioned to work well together, working through disagreements constructively, collaborating effectively even in times of high pressure and stress, and complementing each other in ways likely to make the whole greater than the sum of its parts?

Reflective of our firm, any team that we pull together for a project under this engagement will include consulting staff who are former non-profit, local, and state employees, health care leaders, and/or state agency executives, all with a passion for championing, improving, and transforming public services. While our staff are highly educated in fields including public administration, public policy, social work, law, public health, and business – they also bring real world experience through their vast experience working directly in state and local agencies. We have among those, people who have worked across Florida for decade(s), while also maintaining the ability to draw on a diverse set of talent that meets the needs of future projects. **The expert and experienced resources PCG is offering, many of whom are shown in the table below, can be made available to work on any project procured through the state term contract.**

Position(s)	# PCG Staff Under this Classification	Years of PCG Experience (Avg. PCG Tenure)*
Principal Consultant	60	844 years (14)*
Senior Consultant	422	2,721 years (6.4)*
Consultant	370	1,535 years (4.2)*
Junior Consultant	195	589 years (3.0)*
Program Administrative Support	162	539 years (3.3)*

Figure 6: PCG staffing experience

* Please note this is PCG tenure; we only hire people with a minimum of 2 years of relevant experience for Junior Consultant positions and 5+ years at Consultant, Senior Consultant and above.

In addition to being able to nimbly pull together a team led by an experienced project manager and comprised of members with the right skills and experience for the job, we have countless staff who bring decades of relevant Florida knowledge, project management, consulting or subject matter expertise to the state; we have chosen to spotlight a few below whose skills, experience, and functional duties align with the key positions listed above and in the RFP. Each of the staff highlighted below, along with the thousands of other PCG staff, offers value to the state through their experience, project management abilities, subject matter expertise, and/or their ability to provide comprehensive project support.

Principle Consultant: **Sean Huse**

Sean Huse, Principal Consultant, leads PCG's Health Innovation, Policy, and Information (HIPIT) Center of Excellence (COE). Mr. Huse (MBA, CHFP), is an **experienced health management consultant who focuses on financial management, strategic planning, policy analysis, and management reporting for Medicaid agencies**. The HIPIT unit leads the firm's efforts in Health Delivery System Transformation and Health Marketplace consulting. These projects include payment reform, patient centered medical home and health home program design, delivery system incentive payments, health data analytics, dual eligible population management, health exchange development, and system innovation consulting. Mr. Huse has been with PCG for 21 years.

Principal Consultant: Thomas Aldridge

Thomas Aldridge, Principal Consultant, has been with Public Consulting Group (PCG) for more than 20 years and has **managed dozens of engagements within Health and Human Services agencies across the country**. Mr. Aldridge heads the Payer Services unit of PCG's Health Practice Area, leading efforts to control costs for payers through placement of tighter controls on member eligibility, provider oversight and monitoring, and consumer assistance initiatives. Specifically, Mr. Aldridge has led large-scale project teams in Ohio, North Carolina, Texas, New York, Maine, Massachusetts, Michigan, West Virginia, and Louisiana and PCG's Medicare Part D State-to-Plan claims reconciliation project with CMS. Mr. Aldridge's educational background includes an undergraduate degree in Economics from Clemson University and a Masters' of Health Care Administration degree from the University of North Carolina at Chapel Hill.

Principal Consultant: Jim Waldinger

James Waldinger, Principal Consultant, is an experienced Medicaid policy and reimbursement professional who **focuses on healthcare operations, mental health and substance abuse policy and integration, and health care reform and its impact on Medicaid programs and providers**.

As the former Chief Financial Officer and Budget Director for the Massachusetts Medicaid Program, MassHealth, and the CFO for the Massachusetts Behavioral Health Partnership (MBHP), Mr. Waldinger was responsible for understanding the fiscal impacts of all programmatic and policy changes, including the building, updating and tracking all provider reimbursement calculations, policies, and impacts. At MassHealth, Mr. Waldinger led all financial efforts related to multiple successful State Plan Amendments (SPAs) and 1115 Waiver submissions, including Massachusetts' landmark health care reform waiver in 2005-6. At MBHP, Mr. Waldinger led efforts to implement a sophisticated inpatient psych hospital pay-for-performance initiative.

Mr. Waldinger's current role at PCG includes heavy involvement in mental health and substance abuse policy and reimbursement, as well as Medicaid reimbursement policy transformation. His experience speaks to multiple behavioral health engagements, from provider strategic planning, to statewide behavioral health services assessments, to the development of reimbursement methodologies that incentivize integration of community-based services. Mr. Waldinger's in-depth understanding of provider costs, through his cost reporting, cost modeling, and cost settlement experience, provides clients with a unique understanding of the behavioral health system and potential impacts of policy changes.

Principal Consultant: Joe Weber

Joe Weber, Principal Consultant, has an intricate understanding of both federal and state regulations governing cost accounting and third-party compliance reporting. Mr. Weber has previously led PCG's efforts as the WIMCR program coordinator, overseeing the efforts of PCG's project team through the audit and reporting processes. Mr. Weber also led PCG's efforts in reviewing the reimbursement methodology for county based public health services on behalf of the Georgia Department of Public Health. He is currently assisting the Colorado Office of Behavioral Health in establishing a web-based cost reporting application to be used in capturing financial data of community-based substance use disorder providers and to calculate provider and service specific cost per unit rates.

In addition to his experience working with community based public health and behavioral health providers, Mr. Weber has **extensive experience assisting states in developing and implementing cost-based reimbursement methodologies for school-based health service programs**. He is currently leading PCG's efforts in assisting the New York State Department of Health in implementing a certified public expenditure (CPE) reimbursement methodology for pre-school and school-based health services. As part of this effort he is working directly with DOH staff in responding to CMS questions and comments on the state plan amendment and all supporting documents. Mr. Weber is also currently assisting New Jersey,

Pennsylvania and West Virginia in these efforts and has previously assisted in similar efforts in the District of Columbia and Georgia.

Mr. Weber serves as one of PCG's leads in assisting the New York State Department of Health to implement and oversee the Delivery System Reform Incentive Payment (DSRIP) program. As the Independent Assessor for the New York DSRIP program, PCG is responsible for developing the DSRIP project plan application, evaluating and scoring all project plan applications, and for overseeing all approved project plans over the five-year waiver period.

Principal Consultant: Peter Cheesman

Peter Cheesman, Principal Consultant, leads PCG Health's Member Eligibility Solutions group. In this capacity, he has overseen the sale, implementation, and operation of high-profile eligibility verification systems and solution deployments for health and human services agencies in Arizona, Colorado, Delaware, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Carolina, Oklahoma, Oregon, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, and Wisconsin, as well as on behalf of the District of Columbia, New York City, City of Charlotte, UAW Retiree Medical Benefits Trust, Caterpillar Corporation, and Whirlpool, Inc.

Mr. Cheesman has **more than a decade of public sector consulting experience, including working on behalf of more than 50 federal, state, and commercial agencies and organizations to identify more than \$2 billion in revenue generation and cost savings opportunities**. Mr. Cheesman specializes in designing and deploying creative technical solutions that allow agencies to use federal, state, financial, public records and commercial data sources, and predictive analytics to better identify fraud and ineligibility while automating and expediting manual case processing activities. As a leading subject matter expert in this area, Peter regularly assists government agencies and commercial vendors in defining and deploying critical data solutions used to reduce public assistance program expenditures and identify potential fraud.

Principal Consultant: Jay Peck

Jay Peck, Principal Consultant, has over 15 years of experience in health and human services, technology, and management consulting. His primary **focus has been in the area of Medicaid compliance and Program Integrity, having implemented and overseen Medicaid pre-payment and post-payment claim reviews in North Carolina and Massachusetts, as well as Medicaid provider monitoring projects in Ohio and North Carolina**. In addition to Medicaid, Mr. Peck has experience in compliance reviews under the Social Security Act and auditing similar claims as part of a quality control initiative. He has assisted multiple states in completing ACF Federal Title IV-E Audits.

Senior Consultant: Christian Jones

Christian Jones, Senior Consultant, is a **seasoned project manager for multiple health care redesign and reform programs**. During his seven years with the company, Mr. Jones has successfully led an extensive Behavioral Health System Assessment in the State of Washington. Here, Mr. Jones helped create an initial findings report and a recommendations report. His work also includes leading a Needs Assessment for the Veteran's population in Colorado as well as a network adequacy study of health plans. Additionally, in Colorado, Mr. Jones has overseen a project that focuses on the intersection of the jail-involved and Medicaid. This work involved facilitating meetings on challenges and best practices with county jail administrators. Prior to working at PCG, Mr. Jones experience includes working in Washington, DC at the national trade association for health insurance plans.

Senior Consultant: Kim Tucker

Kim Tucker, Certified Public Accountant (CPA), has over 26 years of extensive financial consulting and management experience in the human services and health care sectors. She has been employed with PCG for over 13 years and specializes in financial management consulting. Over the past 13 years, she has worked on several projects with many States where the scope of work required program and fiscal monitoring activities to be performed. She has **extensive experience working with State Departments and non-profit organizations to develop contract compliance monitoring plans, cost reporting, rate setting, and subsequent analysis of financial data**. Ms. Tucker has 13 years of experience working in the child welfare sector and with Florida Community Based Care Lead Child Welfare Agencies. Over the course of 9 years, she has worked on various financial administrative engagements with Our Kids of Miami-Dade and Monroe Counties.

Ms. Tucker's financial management consulting engagements include developing processes, procedures, and tools for monitoring internal controls, business and programmatic operations, and compliance with State and Federal program requirements including Child Welfare Programs and Title IV-E funding, Victims of Crime Act (VOCA) funding, and other awards and grants, Medicaid provider services claiming, and compliance with OMB-Cost Principles and HIPAA regulations. She has helped clients to prepare financial reports for submission to their State governing department.

During her tenure with PCG, she has performed in engagements involving financial management consulting services to clients' CFOs and finance staff. These financial management consulting services include an array of activities, including: assistance with agency fiscal administration and oversight of contracted sub-providers, Title IV-E and VOCA funds monitoring, Title IV-E claiming and compliance, targeted case management claiming, Medicaid claiming, Medicare and Medicaid cost report preparation, accounting consulting and technical assistance in regards to revenue maximization, cost reporting and analysis, budget to actual cost analysis, cost allocation methodology and application, business office operations, policies and procedures development, rate setting, and other fiscal tasks.

Junior Consultant: Julia Le

Julia Le, Junior Consultant, focuses on public sector healthcare projects including the individual market, Medicaid, and health system reviews. She specializes in conducting quantitative analyses and creating visualizations. Prior to joining PCG, Ms. Le completed her master's thesis consulting for two public hospitals in The Republic of Uganda to reduce their fetoneonatal mortality rates using both quantitative and qualitative research methods. She has an **extensive background in data analysis, data visualization, policy analysis, and research**.

Junior Consultant: Kaitlyn Gilbert

Kaitlyn Gilbert, Junior Consultant, has assisted the Mississippi Division of Medicaid with the implementation of the MississippiCAN Program and produced readiness review documents to submit to CMS. Kaitlyn has also assisted with the upkeep of the Managed Care Reporting Manual and gathered needed information from Program Areas within the Division. Additionally, she has worked with the Washington Office of Financial Management to analyze capacity of behavioral health facilities and recommended regions within the state to receive additional facilities based on community need. Ms. Gilbert has also worked with San Diego and Dane Counties to assess behavioral health needs. As a recent Master of Business Administration Graduate, she has **experience working with companies as a consultant and helping them operate their business successfully**.

Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

Public Consulting Group, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

***** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY *****

Contract Name:	Financial and Performance Audits		
Contract Number:	84111600-20-1		
Contractor Name:	Public Consulting Group, Inc.		
FEIN:	04-2942913	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	https://publicconsultinggroup.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Peter Cheesman		
Email:	pcheesman@pcgus.com		
Phone:	207-861-1950	ext.	
Address:	148 State Street		
City:	Boston		
State:	MA		
ZIP:	02109	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Thomas Aldridge		
Email:	taldridge@pcgus.com		
Phone:	704-957-4975	ext.	
Address:	148 State Street		
City:	Boston		
State:	MA		
ZIP:	02109	+4:	

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

PCG is a leading public sector management consulting, technology, and operations firm that partners with health and social services agencies to help them achieve their goals and objectives. Today, PCG is engaged on more than 2,000 State and local government projects nationwide and one of our primary focuses is introducing enhanced technologies, data, and predictive analytics to help our agency customers ensure the integrity of payments while detecting and preventing fraud, waste and abuse.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: Public Consulting Group, Inc.

Respondent Federal Employer Identification Number (FEIN #): 04-2942913

Authorized Signature: 

Print Name: Kathleen Fallon

Title: Practice Area Director, Human Services

Date: June 9, 2020

Contract Attachment G Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
