



Confirmation of Fees Agreement: Florida Medical Cost Analysis/Usual and Customary Medical Charge and Costs

April 14, 2023

City of Ocala

Ocala, Florida

Via Email

RE: 1091AE-Rachelle Williams and William Greene, JR. v City of Ocala

This agreement provides the terms and fees for our engagement by you and your firm in the case of **Rachelle Williams and William Greene, JR. v City of Ocala** regarding the proper billing and/or coding for medical services and other issues that you may specify.

1. **Scope of Work:** We agree to serve as independent consultants to you and, if appropriate and mutually agreed, will be prepared to serve as a neutral and objective expert witness to provide an independent opinion based upon the facts of the case which may include an affidavit and/or expert report and testimony regarding the results of our work. We anticipate that our scope of work includes the following services, subject to your determination:

- a) Discuss cases with you and others that you designate,
- b) Review the records and reports provided to us, which may include medical records and related billing documents, insurance claims and other evidence and information,
- c) Research applicable coding rules, fee schedules, usual & customary charges and usual & customary payment for healthcare services,
- d) Provide an oral or written report at your request on our findings.

As a part of this agreement, you accept responsibility for:

- a) obtaining the necessary records and providing those to us,
- b) notifying us of any specific local court rules that must be considered,
- c) notifying us at least ten days in advance of any required appearances or reports,

- d) working with us to obtain all retainers or payments for work including but not limited to retainers for depositions and trial testimony at least 5 business days prior to our appearance.

Allegiant Experts is not responsible for services beyond the Scope of Work, including any other services such as document authentication, auditing financial statements, evaluating medical necessity or providing opinions related to other issues, unless this agreement is amended and agreed to in writing by Allegiant Experts and you. Our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist, nor are we responsible for the impact on our services of incomplete, missing, or withheld information or mistaken fraudulent data provided from any source or sources. If we are called on to provide an expert opinion or testify, we will opine or testify only as to what we believe is the most factual and accurate interpretation of the facts presented, and if that opinion becomes averse to your case, that does not alter the terms of this agreement, even if you terminate us or if we withdraw.

2. **Confidentiality & Documents:** We agree to comply with state privacy requirements and to maintain the confidentiality of any patient, clinical and financial information provided to us. We will hold in confidence and will not disclose any confidential information about this case to any persons, other than as permitted by you or as required by law, nor will we use confidential information for any purpose whatsoever, except by agreement of you. Furthermore, in the event that any other person makes a request or serves a summons, subpoena, or other document upon us, we will immediately notify you of such request or subpoena and refrain from making any response until you have had an opportunity to review the request or subpoena and determine what response should be given on your behalf.

You agree to notify us timely if any motion is filed to limit or exclude our report or testimony and agree to allow us to assist in your response to any such motions and any such time is billable. Failure of our expert report or testimony to be accepted for any reason by any party, person, or government entity will not constitute a breach of any of duties or negligence of any kind and will not relieve you of any duties to pay our fees and expenses.

We agree to not work for any other person or party in this case on matters related to this case during this engagement and for 30 days after the conclusion of our engagement. If requested upon termination, all documents provided to us by you shall be destroyed or returned at your expense

and upon payment of all professional fees and expenses due to us. You agree that our report and any information that we provide will be considered confidential and will not be released to other parties, except as required by law. Additionally, our report and any information that we provide may not be provided to or used by any third parties not named in this case without our prior written consent.

3. Professional Fees, Retainers & Billing: An initial retainer of \$5,000 is required. The retainer will be applied as a credit to the file and applied as time is incurred, with any credit balance in excess of our charges to be refunded after termination. Initial or additional retainer payments may be required if payments for our invoices are not received timely, if you designate us as experts in the anticipated litigation, or if the scope of work is changed. Time is billed in a minimum of 1/4 hour increments, and summary invoices are issued as each case progresses. Current consulting hourly rates for Allegiant Experts are:

- Expert – \$315 per hour
- Analyst (Clinical, Coding, or Data) – \$225 per hour
- Administrative Assistant – \$75 per hour

Time is billed in a minimum of 15-minute increments, and summary invoices are issued as each case progresses. Any disputes about our invoices must be reported in writing to Allegiant Experts within 10 days. An additional rush fee of 25% will be charged for verbal or written reports or testimony due within 4 weeks of receipt of applicable case materials.

Deposition and trial rates are billed at the standard expert rate with a minimum retainer amount required. Allegiant Experts will not confirm our attendance without receipt of a requested retainer for deposition or trial.

- For remote A/V appearances or local in-person depositions or trial, Allegiant Experts requires a 4-hour deposition retainer (\$1,260.00).
- For in-person depositions or trial testimony outside of the local area, Allegiant Experts requires a time and travel expense retainer. The retainer requested will include our 8-hour minimum retainer (\$2,520.00) and projected pass-through travel costs.

- Travel expenses (including but not limited to travel time, hotel, rental car, mileage, parking and meals) are billed as pass-through costs.
- Time is incurred in 15-minute increments and any unused retainer amount is refunded within 10 business days.
- Any additional hours incurred beyond the retainer amounts during the deposition or expenses will be billed and due within 30 calendar days.

For any state or local sales, use or excise taxes that may be due on Allegiant Experts services, you agree to either pay the appropriate taxing authority, or indemnify or reimburse Allegiant Experts for any such amounts that we may pay. The client is responsible for notifying Allegiant Experts in advance by email or writing of any time, fee or expense limitations or special billing details required.

Consultant will charge the fees set forth in section 3 and invoice Client periodically. Regardless of your arrangement with your client, payment on each Allegiant Experts invoice is due in 30 days. Hourly rates are subject to change every 6 months with 30 days prior written notice. We reserve the right to suspend or terminate our services in the event your account balance is past due, and to offset any outstanding principal, minimum or finance charges against any retainer amounts.

A late fee of 1% of any outstanding balance will be added every 30 days commencing at day 91. In the event that the account becomes delinquent at 180 days, Allegiant Experts will add a delinquent account fee as follows; the greater of a) 18% of monies owed or b) the actual cost of collections (in the event a collector or legal counsel is engaged to collect past due amounts) and a recovery action will be taken. You agree such actions may be filed by Allegiant Experts in Marion County, Florida and this agreement will be interpreted and governed by Florida law.

In approving this project, you verify that have had the opportunity to investigate and verify our credentials as well as interview me personally for this engagement and have determined that we are qualified to perform the services described in this agreement; and it is agreed that our liability for damages will not exceed the lesser of actual damages or the total amount paid by you or on your behalf for our services, and that we will not be liable for any lost profits, indirect, or consequential damages, or claims by any other party against you.

Payments are to be made to:

Allegiant Experts, LLC

6526 Old Brick Rd, Suite 120-257

Windemere, FL 34786

You may terminate our engagement at any time upon email or written notice to us to that effect to:

Allegiant Experts, LLC

c/o Jessica Schmor, President

Intake@allegiantexperts.com

6526 Old Brick Rd, Suite 120-257

Windemere, FL 34786

Very truly yours,



Jessica Schmor

APPROVED BY:

DocuSigned by:



Signature

Christopher Watt, Chief of Staff
Printed Name, Title

Date 8/1/2023

Approved as to form and legality:

DocuSigned by:



William E. Sexton, Esq.
City Attorney



Confirmation of Fees Agreement: Florida Medical Cost Analysis/Usual and Customary Medical Charge and Costs

July 18, 2023

Patrick Gilligan

Gilligan, Anderson, Phelan & Williams

1531 SE 36th AV

Ocala, Florida 34471

Via Email

RE: 1166AE-Tiffany Melkonian and Michael Secki v City of Ocala

This agreement provides the terms and fees for our engagement by you and your firm in the case of **Tiffany Melkonian and Michael Secki v City of Ocala** regarding the proper billing and/or coding for medical services and other issues that you may specify.

1. **Scope of Work:** We agree to serve as independent consultants to you and, if appropriate and mutually agreed, will be prepared to serve as a neutral and objective expert witness to provide an independent opinion based upon the facts of the case which may include an affidavit and/or expert report and testimony regarding the results of our work. We anticipate that our scope of work includes the following services, subject to your determination:

- a) Discuss cases with you and others that you designate,
- b) Review the records and reports provided to us, which may include medical records and related billing documents, insurance claims and other evidence and information,
- c) Research applicable coding rules, fee schedules, usual & customary charges and usual & customary payment for healthcare services,
- d) Provide an oral or written report at your request on our findings.

As a part of this agreement, you accept responsibility for:

- a) obtaining the necessary records and providing those to us,
- b) notifying us of any specific local court rules that must be considered,
- c) notifying us at least ten days in advance of any required appearances or reports,

- d) working with us to obtain all retainers or payments for work including but not limited to retainers for depositions and trial testimony at least 5 business days prior to our appearance.

Allegiant Experts is not responsible for services beyond the Scope of Work, including any other services such as document authentication, auditing financial statements, evaluating medical necessity or providing opinions related to other issues, unless this agreement is amended and agreed to in writing by Allegiant Experts and you. Our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist, nor are we responsible for the impact on our services of incomplete, missing, or withheld information or mistaken fraudulent data provided from any source or sources. If we are called on to provide an expert opinion or testify, we will opine or testify only as to what we believe is the most factual and accurate interpretation of the facts presented, and if that opinion becomes averse to your case, that does not alter the terms of this agreement, even if you terminate us or if we withdraw.

2. Confidentiality & Documents: We agree to comply with state privacy requirements and to maintain the confidentiality of any patient, clinical and financial information provided to us. We will hold in confidence and will not disclose any confidential information about this case to any persons, other than as permitted by you or as required by law, nor will we use confidential information for any purpose whatsoever, except by agreement of you.

You agree to notify us timely if any motion is filed to limit or exclude our report or testimony and agree to allow us to assist in your response to any such motions and any such time is billable. Failure of our expert report or testimony to be accepted for any reason by any party, person, or government entity will not constitute a breach of any of duties or negligence of any kind and will not relieve you of any duties to pay our fees and expenses.

We agree to not work for any other person or party in this case on matters related to this case during this engagement and for 30 days after the conclusion of our engagement. If requested upon termination, all documents provided to us by you shall be destroyed or returned at your expense

and upon payment of all professional fees and expenses due to us. You agree that our report and any information that we provide will be considered confidential and will not be released to other parties, except as required by law. Additionally, our report and any information that we provide may not be provided to or used by any third parties not named in this case without our prior written consent.

3. Professional Fees, Retainers & Billing: An initial retainer of \$5,000 may be required. The retainer will be applied as a credit to the file and applied as time is incurred, with any credit balance in excess of our charges to be refunded after termination. Initial or additional retainer payments may be required if payments for our invoices are not received timely, if you designate us as experts in the anticipated litigation, or if the scope of work is changed. Time is billed in a minimum of 1/4 hour increments, and summary invoices are issued as each case progresses. Current consulting hourly rates for Allegiant Experts are:

- Expert – \$330 per hour
- Analyst (Clinical, Coding, or Data) – \$235 per hour
- Administrative Assistant – \$75 per hour

Time is billed in a minimum of 15-minute increments, and summary invoices are issued as each case progresses. Any disputes about our invoices must be reported in writing to Allegiant Experts within 10 days. An additional rush fee of 25% will be charged for verbal or written reports or testimony due within 4 weeks of receipt of applicable case materials.

Deposition and trial rates are billed at the standard expert rate with a minimum retainer amount required. Allegiant Experts will not confirm our attendance without receipt of a requested retainer for deposition or trial.

- For remote A/V appearances or local in-person depositions or trial, Allegiant Experts requires a 4-hour deposition retainer (\$1,320.00).
- For in-person depositions or trial testimony outside of the local area, Allegiant Experts requires a time and travel expense retainer. The retainer requested will include our 8-hour minimum retainer (\$2,640.00) and projected pass-through travel costs.

- Travel expenses (including but not limited to travel time, hotel, rental car, mileage, parking and meals) are billed as pass-through costs.
- Time is incurred in 15-minute increments and any unused retainer amount is refunded within 10 business days.
- Any additional hours incurred beyond the retainer amounts during the deposition or expenses will be billed and due within 30 calendar days.

For any state or local sales, use or excise taxes that may be due on Allegiant Experts services, you agree to either pay the appropriate taxing authority, or indemnify or reimburse Allegiant Experts for any such amounts that we may pay. The client is responsible for notifying Allegiant Experts in advance by email or writing of any time, fee or expense limitations or special billing details required.

Consultant will charge the fees set forth in section 3 and invoice Client periodically. Regardless of your arrangement with your client, payment on each Allegiant Experts invoice is due in 30 days. Hourly rates are subject to change every 6 months with 30 days prior written notice. We reserve the right to suspend or terminate our services in the event your account balance is past due, and to offset any outstanding principal, minimum or finance charges against any retainer amounts.

A late fee of 1% of any outstanding balance will be added every 30 days commencing at day 91. In the event that the account becomes delinquent at 180 days, Allegiant Experts will add a delinquent account fee as follows; the greater of a) 18% of monies owed or b) the actual cost of collections (in the event a collector or legal counsel is engaged to collect past due amounts) and a recovery action will be taken. You agree such actions may be filed by Allegiant Experts in Marion County, Florida and this agreement will be interpreted and governed by Florida law.

In approving this project, you verify that have had the opportunity to investigate and verify our credentials as well as interview me personally for this engagement and have determined that we are qualified to perform the services described in this agreement; and it is agreed that our liability for damages will not exceed the lesser of actual damages or the total amount paid by you or on your behalf for our services, and that we will not be liable for any lost profits, indirect, or consequential damages, or claims by any other party against you.

Payments are to be made to:

Allegiant Experts, LLC

6526 Old Brick Rd, Suite 120-257

Windermere, FL 34786

You may terminate our engagement at any time upon email or written notice to us to that effect to:

Allegiant Experts, LLC

c/o Jessica Schmor, President

Intake@allegiantexperts.com

6526 Old Brick Rd, Suite 120-257

Windermere, FL 34786

Very truly yours,



_ Jessica Schmor

APPROVED BY:

DocuSigned by:



Signature

Christopher Watt, Chief of Staff

Printed Name, Title

Date 8/1/2023

Approved as to form and legality:

DocuSigned by:



William E. Sexton, Esq.

City Attorney

Certificate Of Completion

Envelope Id: 76420F9DB86649C09C4E2BD1B6374FEF

Status: Completed

Subject: FOR SIGNATURE - UCR Fees Agreements - Allegiant Experts (RSK/230674)

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Signatures: 4

Certificate Pages: 5

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Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

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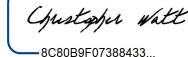
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Christopher Watt

cwatt@ocalafl.org

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William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
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Alyssa Winston

awinston@ocalafl.org

City Attorney - Assistant

City of Ocala

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2023 12:13:09 PM
Envelope Updated	Security Checked	8/1/2023 12:14:00 PM
Certified Delivered	Security Checked	8/1/2023 12:16:48 PM
Signing Complete	Security Checked	8/1/2023 12:17:07 PM
Completed	Security Checked	8/1/2023 12:18:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.