

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/09/2020

Contract/Lease Control #: C21-3025-BCC

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: PUBLIC CONSULTING GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/01/2020

Expiration Date: 06/30/2022

Description of: PUBLIC SAFETY CONSULTING FOR MEDICAID

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

Contract # C21-3025-PS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110		<b>CONTACT NAME:</b> Courtney Mitchell <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> cmitchell@hayscompanies.com	
<b>INSURED</b> Public Consulting Group LLC 148 State St. 10th Floor Boston MA 02109		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great Northern Insurance Company	<b>NAIC #</b> 20303
		<b>INSURER B:</b> Federal Insurance Company	<b>NAIC #</b> 20281
		<b>INSURER C:</b> Allied World Assurance Co (U.S.) Inc	<b>NAIC #</b> 19489
		<b>INSURER D:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
		<b>INSURER E:</b> _____	_____
		<b>INSURER F:</b> _____	_____

**COVERAGES**                      **CERTIFICATE NUMBER:** 21-22 PCG Master                      **REVISION NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			35855036	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Employee Benefits \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73540440	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0311-2674	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ _____
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			71724811	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional/Cyber Liability</b> Claims Made			D95159837 Retroactive Date 2/27/1997	4/1/2021	4/1/2022	Each Claim/Aggregate: \$10,000,000 Retention: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Okaloosa County and their respective officials, employees & volunteers are included as additional insured as respects to General Liability, on a primary and non-contributory basis, and Auto where required by written contract, subject to policy terms and conditions. Umbrella follows form. A Waiver of Subrogation applies in favor of the additional insureds as respects to General Liability, Auto and Workers Compensation where required by written contract, subject to policy terms and conditions Umbrella follows form.

<b>CERTIFICATE HOLDER</b> Okaloosa County 90 College Boulevard East Niceville, FL 32578	CONTRACT#: C21-3025-PS PUBLIC CONSULTING GROUP, INC. PUBLIC SAFETY CONSULTING FOR MEDICAID EXPIRES: 06/30/2022 _____ AUTHORIZED REPRESENTATIVE James Hays/CEMITC
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2020

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<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Laurie McLaughlin Clark <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lclark@hayscompanies.com													
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<b>INSURED</b> Public Consulting Group, Inc 148 State St. 10th Floor Boston MA 02109														

**COVERAGES**

CERTIFICATE NUMBER: 2020-21 Master

REVISION NUMBER:

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D	Professional/Cyber Liability Claims Made			D95159837 Retro Date: 2/27/1997	4/1/2020	4/1/2021	Each Claim/Aggregate \$10,000,000 Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okealoosa County and their respective officials, employees & volunteers are included as additional insured as respects to General Liability, on a primary and non-contributory basis, and Auto where required by written contract, subject to policy terms and conditions. Umbrella follows form. A Waiver of Subrogation applies in favor of the additional insureds a Workers Compensation where required by written contract, Umbrella follows form.

CONTRACT#: C21-3025-PS  
 PUBLIC CONSULTING GROUP, INC.  
 PUBLIC SAFETY CONSULTING FOR MEDICAID  
 EXPIRES: 06/30/2022

**CERTIFICATE HOLDER**

Okealoosa County  
 90 College Boulevard East  
 Niceville, FL 32578

THE EXPIRATION DATE THEREOF, NOTICE OF CANCELLATION ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/CEMITC

RE

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**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 416720  
Procurement/Contractor/Lessee Name: Public Consulty Group, Inc Grant Funded: YES \_\_\_ NO X  
Purpose: professional services  
Date/Term: 6-30-2022 1.  GREATER THAN \$100,000  
Department #: 4500 2.  GREATER THAN \$50,000  
Account #: 534206 3.  \$50,000 OR LESS  
Amount: 12% based on the reimbursement (\$3,000)  
Department: PS Dept. Monitor Name: Maddox

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 11-18-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: see email attached Date: 12-1-2020  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 12-7-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Approved as written: [Signature] Date: 11-18-2020

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Tuesday, December 1, 2020 7:44 AM  
**To:** DeRita Mason  
**Subject:** RE: PCG Contract

Approved by Risk for insurance purposes.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, November 24, 2020 10:26 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** RE: PCG Contract

Lisa,

Please see updated contract with insurance attached.

Thank you,

DeRita Mason



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, December 7, 2020 10:05 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: PCG Contract

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ESTABLISHED 1915

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, December 7, 2020 10:35 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** RE: PCG Contract

Kerry,

See updated contract and sole source attached.

Thank you,

DeRita Mason



DeRita Mason  
Senior Contracts and Lease Coordinator



# SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

**Date:** 11/18/2020

**PR No:**

**Requestor:** Darrel Welborn

**Phone No:** 850.651.7150

**Department/Division:** Public Safety/Emergency Medical Services

**Item Description:** Public Safety Consulting for Medicaid Supplemental Reimbursement

**Vendor:** Public Consulting Group

**Vendor's Address:** 99 Washington Avenue Suite 1720  
Albany, New York 12210

**Vendor's Telephone No:** 512.777.5468

**Point of Contact:** Alissa Narode

**Sole Source Justification:** Public Consulting Group has been performing our data collection and compilation for 4 years. They were initially paid via inclusive contract with previous billing vendor. Recent, newly acquired vendor requires a separate contract to complete this for future data retrieval and preparation.  
(attach additional docs if any)

**Check One:**

- The item is available only from **ONE** vendor (sole source justification is above or attached).
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

**Director Patrick Maddox** Digitally signed by Director Patrick Maddox  
Date: 2020.11.18 11:12:04 -06'00' 11/18/2020

**Requesting Department Director Signature (or authorized Designee)** **Date**

**REVIEW BY OMB AND PURCHASING**

Approved:

**OMB and Purchasing Department Comments:**

Denied:

**Faye Douglas** Digitally signed by Faye Douglas  
Date: 2020.11.19 08:14:15 -06'00'

**OMB Director Signature** **Date**



## CONTRACTOR AGREEMENT

This Agreement ("AGREEMENT") is entered into by and between Okaloosa County ("COUNTY") and Public Consulting Group, Inc. ("PCG" or "CONTRACTOR") as of 12/01/2020 ("Effective Date").

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

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

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

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

**1. Description of Services**

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

**2. Term**

CONTRACTOR will commence performance for Contracted Services under this Agreement on 12/01/2020 and will complete performance until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B. Unless otherwise specified by COUNTY in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT. CONTRACTOR and COUNTY acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this AGREEMENT to receive additional reimbursements.

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

**3. Compensation**

**a.** COUNTY will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other

benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.

- b. COUNTY will compensate CONTRACTOR within thirty (30) days following the receipt of billing statements from CONTRACTOR that comport with the terms of this AGREEMENT. CONTRACTOR shall submit billing statements directly to the COUNTY Contact Person identified in Section 5.
- c. Upon termination or expiration of this AGREEMENT, other than termination for cause, CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

**4. Termination**

This AGREEMENT may be terminated immediately by either party following a material breach of this AGREEMENT and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.

**5. Notices and Contact Persons**

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

**For COUNTY:**

Patrick Maddox  
Director, Public Safety  
90 College Boulevard East  
Niceville, FL 32578  
850-651-7150  
[pmaddox@myokaloosa.com](mailto:pmaddox@myokaloosa.com)

**For CONTRACTOR:**

Alissa Narode  
Senior Consultant  
99 Washington Ave, Suite 1720  
Albany, NY 12210  
[anarode@pcgus.com](mailto:anarode@pcgus.com)

**6. CONTRACTOR Representation**

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

**7. Standards of Conduct**

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

**8. Relationship of the Parties**

- a. The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of COUNTY.
- b. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by COUNTY to its employees. COUNTY will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to COUNTY employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for COUNTY or otherwise incur any obligation on behalf of COUNTY for any purpose unless expressly authorized by COUNTY.

**9. Record Maintenance**

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.



Solutions that Matter

Okaloosa County EMS  
PEMT Program Cost Reporting Services

**10. Insurance**

CONTRACTOR shall maintain during the term of this AGREEMENT appropriate insurance as will protect both COUNTY and CONTRACTOR from claims that may arise from CONTRACTOR's performance of the Contracted Services.

**11. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

**12. Public Records:**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [risk-info@myokaloosa.com](mailto:risk-info@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County 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 the public records. All records

stored electronically must be provided to the public agency, upon the 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.

### 13. **Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

### 14. **Proprietary or Confidential Information**

For purposes of fulfilling its obligations under this Agreement, one party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

- a. "Proprietary or Confidential Information" and "trade secrets" is defined as provided by Florida Statutes, including but not limited to sections 812.081, 815.04(3), 815.045, Florida Statutes.
- b. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, in accordance with the requirements of the Florida Statutes, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- c. The Receiving Party shall use Proprietary or Confidential Information solely for purposes of the Contracted Services, and for no other purpose, and shall disclose Proprietary or Confidential Information only to such officers and employees of the Receiving Party with a need to know such Proprietary or Confidential Information for purposes of those Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. If the Receiving Party is requested or required to disclose Confidential Information pursuant to Florida Statute, a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Confidential Information: (1) provide the Disclosing Party with written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, within two (2) business days of receiving it; (2) promptly consult with the Disclosing Party on taking steps to resist or narrow the request; all requirements of the law, including the Florida Public Records Act shall be followed for purposes of an required disclosures. .

- e. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.

**15. Intellectual Property**

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

**16. Conflicts of Interest**

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

**17. Waiver**

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

**18. Entire Agreement**

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

**19. Amendment**

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

**20. Severability**

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

**21. Applicable Law and Venue**

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

**22. Miscellaneous**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
- c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

**23. Vendors on Scrutinized List**

By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida



Solutions that Matter

Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 23, this Section 23 shall be null and void

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

**PUBLIC CONSULTING GROUP, INC.**

**OKALOOSA COUNTY, FLORIDA**

BY: James Dachos  
NAME: James Dachos  
TITLE: Associate Manager  
DATE: December 8, 2020

BY: Jeffrey A Hyde  
NAME: Jeffrey A Hyde  
TITLE: Purchasing Manager  
DATE: 12/09/2020



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

- A. Okaloosa County EMS provides ambulance and medical services some of which will qualify for the PEMT Program for Medicaid. COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONTRACTOR shall comply.
- B. COUNTY provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for COUNTY to participate in the PEMT Program.
- C. This PEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with the Program.
- E. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to the Agency for Health Care Administration (AHCA) within the time frame prescribed by the AHCA.
- F. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes.
- G. CONTRACTOR shall have knowledge and experience in the completion of all ten (10) Schedules as required by the Program.
- H. COUNTY will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules.
- I. CONTRACTOR shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

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

**ATTACHMENT B  
COMPENSATION and TERM**

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

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

CONTRACTOR will not receive any compensation until the Medicaid FFS or Medicaid MCO reimbursements are received by COUNTY. All reimbursement realized by COUNTY from the supplemental payment program for EMS shall be paid in full directly from the State of Florida to COUNTY. CONTRACTOR will invoice and receive revenue upon the receipt of reimbursement received by COUNTY for either initiative, meaning reimbursements do not have to be received for both Medicaid FFS and Medicaid MCO programs, rather reimbursements simply need to be received for either initiative to allow CONTRACTOR to generate invoices. CONTRACTOR will invoice COUNTY based on the reimbursements within 45 days of receipt of funds by COUNTY. After payment is received in full from the payer, in consideration of the professional services to be performed for PEMT under this Agreement, COUNTY shall pay CONTRACTOR for services performed as outlined in Attachment A, **a fee of Twelve percent (12%)** based on the reimbursements received by COUNTY under the PEMT Program.

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

**ATTACHMENT C**  
**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or

any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability



- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed oper- ations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.