Exhibit "A"

CONTRACTOR AGREEMENT

This Agreement ("AGREEMENT") is entered into by and between City of Hiawatha ("CITY") and Public Consulting Group, Inc. ("PCG" or "CONTRACTOR") as of December 10, 2019 ("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 CITY in analyzing and reporting costs to secure "supplemental payments" under the Ground Emergency Medical Transportation ("GEMT") program, and

WHEREAS, CONTRACTOR is under contract with Iowa Emergency Services Association ("IEMSA") to provide GEMT services to its membership, and

WHEREAS, CITY 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, CITY and CONTRACTOR hereby agree as follows:

1. **Description of Services**
   CONTRACTOR will provide the professional services assigned by CITY 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 December 10, 2019 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 CITY in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT. CONTRACTOR and CITY 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. CITY 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. CITY will compensate CONTRACTOR within thirty (30) days following the receipt of billing statements from CONTRACTOR that comport with the terms of this AGREEMENT, and specifically paragraph three (3) of Attachment B CONTRACTOR shall submit billing statements directly to the CITY 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 for cause by either party at any time by written notice. Either party may terminate this AGREEMENT without cause by providing the other party at least thirty (30) days written notice to terminate. ~~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 CITY:
Mike Nesslage
Fire Chief
101 Emmons Street
Hiawatha, IA 52233

For CONTRACTOR:
Alissa Narode
Senior Consultant
99 Washington Ave, Suite 1720
Albany, NY 12210
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 CITY 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 CITY.

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 CITY to its employees.

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 CITY 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 CITY or otherwise incur any obligation on behalf of CITY for any purpose unless expressly authorized by CITY.

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.

10. Insurance

a. CONTRACTOR shall maintain during the term of this agreement Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering CONTRACTOR against all sums which CONTRACTOR may become legally obligated to pay on account of any professional liability arising out of the performance of this AGREEMENT. CONTRACTOR agrees to provide CITY with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter. CONTRACTOR shall provide prompt notice to CITY in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.

b. Each party agrees to indemnify the other party and its officers, employees, and other agents from any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

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. 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" is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, processes, strategies, procedures, plans, know-how, ideas, inventions, and intellectual property – that (i) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; (ii) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, and (iii) has not previously been available to the Receiving Party or others without confidentiality restrictions. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source, who is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

b. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, 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 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; (3) cooperate and assist the Disclosing Party with its efforts to obtain an order or otherwise limit or restrict the disclosure of its Confidential Information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of Confidential Information is still required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

e. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.

f. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.

g. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

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

13. 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.

14. Conflicts of Interest

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

15. 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.

16. 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.

17. Amendment

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

18. 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.

19. Applicable Law and Venue

The parties agree that this AGREEMENT is governed by the laws of the State of Iowa. The parties also consent to jurisdiction in the courts of the State of Iowa and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties acknowledge that the city of Hiawatha, IA 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 the city of Hiawatha, IA.

20. 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.

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

PUBLIC CONSULTING GROUP, INC.		**CITY OF HIAWATHA**	
BY:	_____	BY:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

ATTACHMENT A
CONTRACTED SERVICES
Group Emergency Medical Transportation (GEMT) Program

A. City of Hiawatha, Hiawatha Fire and Rescue provides ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CITY 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. CITY provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for CITY to participate in the GEMT Program.

C. This GEMT 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 GEMT Program in the State of Iowa 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 Department of Human Services (DHS) within the time frame prescribed by DHS.

F. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Iowa Statutes.

G. CONTRACTOR shall have knowledge and experience in the completion of all Schedules as required by the Program.

H. CITY 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 CITY, 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 DHS, CONTRACTOR shall work with CITY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

K. CONTRACTOR shall keep CITY informed of all updates relating to the GEMT program and estimate the impact of future changes in Medicaid reimbursement.

L. CONTRACTOR shall support CITY in establishing the legal and operational ground to participate in the GEMT program.

M. CONTRACTOR shall draft supporting documentation and flow processes for presentation to CITY and assist with messaging and review presentations for governmental relationship staff as needed.

N. CONTRACTOR shall monitor claims and cash flows of GEMT program to ensure CITY receives appropriate benefit from the program and has met documentation needs.

O. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CITY under the GEMT Program.

P. If, as a result of an audit by DHS, a refund is required by CITY, 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 GEMT program as described in Attachment A. This AGREEMENT will be in effect for **3 (three)** state fiscal years, defined as July 1st to June 30th, commencing with fiscal year 2020. Unless terminated sooner, the term of the AGREEMENT shall remain in effect for the **2022** state fiscal year period cost report cycle (July 1, 2021 to June 30, 2022) so long as the initiative is in implementation and until fees have been collected in full.

CONTRACTOR shall be paid compensation for all Services. Total compensation for this Agreement shall be on a contingency fee of **Nine Percent (9%)** based on federal share portion of payments received by the City of Hiawatha under the GEMT program. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit. The City of Hiawatha agrees to pay CONTRACTOR, as compensation for its Services.

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

RESOLUTION NO. 19-
City Council

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH PUBLIC CONSULTING GROUP, INC. A CONSULTING FIRM TO MEET GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) AUDITS REQUIREMENTS AND PROVIDE OTHER ASSISTANCE AS NEEDED TO DETERMINE REIMBURSEMENT CALCULATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, hereby authorizes city staff to enter into an Agreement by and between the City of Hiawatha and Public Consulting Group, Inc. of Albany, New York, to meet Ground Emergency Medical Transportation (GEMT) audit requirements, assist in completing US Department of Health and Human Services requirements, provide assistance in completing required cost reports, assist in the event of an audit and provide other assistance as needed to determine reimbursement calculations, as detailed in the attached Exhibit 'A.'

PASSED AND APPROVED this 18th day of December, 2019.

AYES:
NAYS:
ABSENT:

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, City Clerk