

CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2020, between LEVY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 310 School Street, Bronson, Florida 32621, hereinafter referred to as COUNTY, and PUBLIC CONSULTING GROUP, INC., a Massachusetts corporation, headquartered at 148 State Street, Boston, Massachusetts 02109, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, the Public Emergency Medical Transportation (“PEMT”) Program provides supplemental payments for eligible PEMT entities that meet specified requirements and provide emergency medical services and transportation to Medicaid beneficiaries; and

WHEREAS, CONTRACTOR possesses professional skills that can assist COUNTY in analyzing and reporting costs and otherwise aiding the COUNTY in obtaining such supplemental payments under the PEMT Program; and

WHEREAS, on May 21, 2019, Palm Beach County, Florida, issued Request for Proposal No. 19-020/SS (“RFP”) seeking proposals for a qualified consultant to provide services related to Palm Beach County’s provision of emergency medical transportation and potential recovery of costs related to same under the PEMT Program (the “Services”), which RFP is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, CONTRACTOR submitted a response to the RFP, which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, pursuant to the RFP, CONTRACTOR was ultimately selected by Palm Beach County to perform the Services and a copy of the award letter issued by Palm Beach County is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, CONTRACTOR and Palm Beach County entered into Contract No. 19-020/SS governing CONTRACTOR's provision of the Services, which contract is attached hereto as Exhibit D and incorporated herein by this reference ("Palm Beach Contract"); and

WHEREAS, Section 2-200(c), Levy County Code, permits the County to purchase goods or services at the awarded price from vendors that have been awarded contracts that were competitively procured and awarded by other governmental agencies through procedures substantially equivalent to the requirements of the Levy County Procurement Code at Chapter 2, Article VII, Levy County Code, subject to certain conditions; and

WHEREAS, Contract No. 19-020/SS was competitively procured and awarded by Palm Beach County through Palm Beach County's procedures for issuance and administration of the RFP and contract award, which procedures were substantially equivalent to the requirements of the Levy County Procurement Code; and

WHEREAS, consistent with Section 2-200(c), Levy County Code, the County now desires to enter into an agreement with CONTRACTOR for CONTRACTOR's provision of the Services at the awarded price that was competitively obtained by Palm Beach County, pursuant to the RFP.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners ("Effective Date").

1.2 The term of this Agreement shall commence on the Effective Date and continue until the earlier of (i) the expiration or termination of the Palm Beach Contract or (ii) August 20, 2022, with one (1) two- (2) year option for renewal at the sole discretion of COUNTY, unless otherwise terminated as provided herein. The County Coordinator of COUNTY, or his/her

designee, will have the authority to exercise the two- (2) year option for renewal on behalf of COUNTY upon written notice to CONTRACTOR prior to August 20, 2022.

1.3 CONTRACTOR and COUNTY acknowledge that the program services described herein 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.

2.0 Scope of Services to Be Performed by CONTRACTOR, Performance Schedule

2.1 CONTRACTOR shall perform the following services:

2.1.1 The COUNTY provides emergency medical services and emergency medical transportation, some of which may qualify for reimbursement under the PEMT Program for Medicaid. The 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. CONTRACTOR shall complete all required paperwork for COUNTY to participate in the PEMT Program.

2.1.2 CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with the PEMT Program. 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 AHCA. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes. CONTRACTOR shall have knowledge and experience in the completion of all ten (10) Schedules as required by the PEMT Program.

2.1.3 The CONTRACTOR shall complete the required cost reports with ten (10) schedules to AHCA, attached hereto as Exhibit E and incorporated herein by this reference, as required for the COUNTY to participate in the PEMT Program (“Schedules”). 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. 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”). Once CONTRACTOR is in receipt of these data, it will review and validate the information. After all the data have been quality controlled and COUNTY has signed off, CONTRACTOR will fill out the ACHA cost report template. If the completed cost report is rejected by AHCA, CONTRACTOR shall work with COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

2.1.4 CONTRACTOR shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement. CONTRACTOR shall support COUNTY in establishing the legal and operational ground to participate in the managed care program. 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. CONTRACTOR shall provide guidance and support to enter into contracts with managed care organizations. CONTRACTOR shall be familiar with the managed care program in the State of Florida and all the rules, regulations, and managed care reporting requirements. CONTRACTOR shall monitor claims and cash flows of any managed care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

2.1.5 In performing the services described herein, CONTRACTOR shall comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Business Associate Agreement (“BAA”), attached hereto as Exhibit F and incorporated herein by this reference. CONTRACTOR shall consider all data provided by COUNTY under this Agreement as confidential information. CONTRACTOR shall not release any confidential information without prior written consent from the COUNTY. CONTRACTOR shall inform the COUNTY, according to HIPAA guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients.

2.1.6 CONTRACTOR shall provide the services described herein for the 2020, 2021 and 2022 state fiscal year period cost report cycles (July 1, 2019 through June 30, 2020, and July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022). In the event that the term of this Agreement is extended at COUNTY's option as provided herein, CONTRACTOR's services shall also be extended for the 2023 and 2024 state fiscal year period cost report cycles (July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30, 2024).

2.1.7 CONTRACTOR shall respond to, and represent COUNTY in any AHCA or Centers for Medicare & Medicaid Services audit, review or communication regarding any PEMT cost report prepared by CONTRACTOR for delivery to AHCA on behalf of COUNTY.

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ one or more different contractors to perform the services described herein and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the

requirements of the SA have been performed and all compensation to CONTRACTOR has been paid by the COUNTY. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule: CONTRACTOR shall receive compensation from the COUNTY for the services described herein on a contingency fee basis. This compensation will be based on payments actually received by COUNTY under the PEMT Program. The total amount of compensation to be paid by COUNTY for all services and materials rendered under this Agreement shall not exceed 6% of the funds received by the COUNTY as a result of the PEMT Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment. If, as a result of an audit by the ACHA, the COUNTY is required to refund any of the funds it receives under the PEMT Program, CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded provided the cause of the refund was directly the result of an erroneous act or omission by CONTRACTOR.

3.1.2 CONTRACTOR shall invoice the COUNTY when PEMT Program payments are received by the COUNTY. Invoices must reference the project name of PEMT Program and should further include CONTRACTOR's name, address, contact information, dates of service, quantities of materials and descriptions of services performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance

satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

By regular U.S. mail to:
Levy County Department of Public Safety
P.O. Box 448
Bronson, Florida 32621

And by email to:
ap@levydps.com

3.1.4 In order for both parties herein to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the services. For final acceptance of any services provided hereunder, CONTRACTOR must submit an acceptance document to the COUNTY for approval.

3.1.6 Additional supporting documents for invoices or payments may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to the COUNTY's or the Levy C Clerk's satisfaction.

3.1.7 A project manager for CONTRACTOR or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements, if applicable.

3.2 Reimbursables. No reimbursable expenses will be payable to CONTRACTOR pursuant to this Agreement.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum

levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 Levy County, its officers, agents, employees and volunteers, shall be named as an additional insured on all CONTRACTOR policies related to this Agreement and the services provided herein, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of COUNTY. All such policies shall be endorsed to provide defense coverage obligations.

All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$250,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by CONTRACTOR to comply with the provisions of this section, COUNTY may, at its option, on notice to CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that COUNTY shall have no obligation to do so and if COUNTY does so, CONTRACTOR shall not be relieved of its obligation to obtain insurance.

4.1.6 CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include Levy County, its officers, agents, employees and volunteers, and CONTRACTOR as additional insureds on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County

Human Resources Director. COUNTY may require CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 Workers' Compensation. CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services pursuant to this Agreement as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification and Limitation of Liability

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the services pursuant to this Agreement and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect, and hold COUNTY, and its officers, employees, agents and volunteers, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including,

without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules, or regulations, (ii) the material breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-contractors, agents, employees, volunteers or invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.2.2 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.4 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this section shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used by CONTRACTOR, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing services under this Agreement.

7.4 CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of services pursuant to this Agreement, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes

11.1 COUNTY is exempt from federal tax and state sales and use taxes. Upon request, COUNTY will provide an exemption certificate to CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations

with COUNTY, nor shall CONTRACTOR be authorized to use COUNTY's tax exemption number in securing such materials.

12.0 Public Entity Crimes

12.1 CONTRACTOR understands and acknowledges that this Agreement with COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes, apply to CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing information in COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of COUNTY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by CONTRACTOR upon sixty (60) days prior written notice to COUNTY in the event of material failure by COUNTY to perform in accordance with the terms of the Agreement through no fault of CONTRACTOR.

14.2 This Agreement may be terminated by COUNTY with or without cause upon thirty (30) days prior written notice to CONTRACTOR.

14.3 Unless CONTRACTOR is in breach of this Agreement, CONTRACTOR shall be paid for services rendered to COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 CONTRACTOR shall be paid for services actually rendered to the date of termination as provided herein. If COUNTY terminates this Agreement for convenience prior to CONTRACTOR's completion or submission of a cost report that is or was being timely prepared by CONTRACTOR upon the effective date of termination, or after CONTRACTOR's submission of a cost report but prior to payment being received by COUNTY for such report, then the parties agree that CONTRACTOR shall timely complete or submit the applicable cost report that has not been completed or submitted (if applicable), and that COUNTY shall compensate CONTRACTOR pursuant to the payment provisions of this Agreement upon receipt of funds from the payer for the applicable report. For purposes of CONTRACTOR's completion or submittal of reports (if applicable) and of compensation, the provisions of this Agreement shall survive termination until such reports have been completed and submitted and payment therefor has been made.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Levy County, Florida or the United States District Court, Northern District of Florida located in Gainesville, Florida.

17.0 Non-Discrimination

17.1 CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 COUNTY and CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between COUNTY and CONTRACTOR pertaining to the services to be provided pursuant to this Agreement, whether written or oral.

20.3 In the event of any conflict between the terms of this Agreement and the Exhibits, the following order of precedence shall govern: (i) this Agreement; (ii) Exhibit D; (iii) Exhibit A; (iv) Exhibit B; and (v) Exhibit C.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written SA or other amendment executed by both parties.

22.0 Successors and Assigns

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of COUNTY by executed amendment.

22.3 In the event of an acquisition or merger of CONTRACTOR, the surviving corporation shall be substituted for the CONTRACTOR and such substitution shall be affirmed by the Levy County Board of County Commissioners by executed amendment to this Agreement.

23.0 Contingent Fees

23.1 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONTRACTOR shall be required to cooperate with COUNTY and other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information created for use in performing the services pursuant to this Agreement shall become the property of COUNTY for its use and/or distribution as may be deemed appropriate by COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR. Such documents, records, disks, original drawings, or other information created for the use in performing the services pursuant to this Agreement do not include any Contractor Pre-existing Material, including but not limited to material that was developed prior to the Effective Date that is used, without modification, in the performance of the Agreement. "Contractor Pre-existing Material" means materials, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property right developed, licensed or otherwise acquired by CONTRACTOR, independent of the services to be rendered under this Agreement. To the extent materials created for this Agreement contain Contractor Pre-existing Material, CONTRACTOR hereby grants to COUNTY an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to use, execute, reproduce, display, perform, and distribute copies of CONTRACTOR Pre-existing Material, but only as they are incorporated into and form a part of the works developed for COUNTY pursuant to this Agreement.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the services described herein.

25.2.2. Upon request from COUNTY provide COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by COUNTY.

25.2.3. 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 Agreement term, and thereafter if CONTRACTOR does not transfer all records to COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY, upon request from COUNTY, in a format that is compatible with the information technology systems of COUNTY. If CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if CONTRACTOR fails to provide records when requested, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

TELEPHONE: (352) 486-5218

E-MAIL: levybocc@levycounty.org

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

26.0 Access and Audits

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. COUNTY shall have access, upon reasonable notice to CONTRACTOR of no less than five (5) business days, to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Levy County Clerk or Auditor to the Levy County Board of County Commissioners shall result in the recovery of any resulting overpayments. COUNTY's cost of recovery shall be the sole expense of CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by delivery service requiring signed acceptance or by certified mail (return receipt requested) postage prepaid as follows:

As to COUNTY: County Coordinator
P.O. Box 310
310 School Street
Bronson, FL 32621

With a copy to: Director
Levy County Department of Public Safety
P.O. Box 448
Bronson, FL 32621

As to CONTRACTOR: Alissa Narode
Senior Consultant
99 Washington Ave, Suite 1720
Albany, NY 12210

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process

As to County: Chairman, Board of County Commissioners
Levy County, Florida
310 School Street
Bronson, FL 32621

As to CONTRACTOR: Attn: Legal Department,
Public Consulting Group, Inc.
148 State Street
Boston, MA 02109

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Levy County Director of the Department of Public Safety, or their successor, who shall act as COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to COUNTY any subcontractor or employee of CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Luke Taffuri

Name: Jake McMillen

31.0. Appropriations

31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below their respective signatures.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(Signature page follows)**

ATTEST: Clerk of the Circuit Court and
Ex-Officio Clerk to the Board

Danny J. Shipp, Clerk

LEVY COUNTY BOARD OF COUNTY
COMMISSIONERS

Matthew Brooks, Chair
Date: _____

APPROVED AS TO FORM:

Anne Bast Brown

Anne Bast Brown, County Attorney

ATTEST:

By: _____
Corporate Secretary

PUBLIC CONSULTING GROUP, INC.
a Massachusetts Corporation

By: _____
Name: _____
Title: _____
Date: _____

SEAL