



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

AGENDA - REGULAR MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
IMMEDIATELY FOLLOWING THE MEETING
OF THE COWETA CITY COUNCIL
MONDAY, NOVEMBER 2, 2020 6:00 P.M.

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chairman and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority will act on an agenda item after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

EVETTE YOUNG _____
HAROLD CHANCE _____
NAOMI HOGUE _____
LOGAN BROWN _____
RANDY WOODWARD _____

1. TELEPHONIC APPEARANCE

IN ACCORDANCE WITH SB661, AMENDING THE OKLAHOMA OPEN MEETING ACT, ANY OR ALL OF THE BOARD OF TRUSTEES ABOVE MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCE, AND WILL BE AUDIBLE TO EACH OTHER AND TO THE PUBLIC. THE PUBLIC MAY HEAR THE MEETING BY CALLING 1.857.444.6500 OR 1.302.202.5900 AND FOLLOWING THE VOICE PROMPTS TO ENTER THE CONFERENCE IDENTIFICATION CODE 100-500-514#.

III. CONSENT

(All matters under the "Consent Calendar" are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from consent by request.)

1. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING HELD ON OCTOBER 5, 2020.
(JULIE CASTEEN, ASSISTANT TRUST MANAGER)

Documents:

[201005 MINUTES OF THE PWA.PDF](#)

2. 2021 HOLIDAY AND MEETING SCHEDULES

AFFIRMATION OF THE ACTIONS TAKEN BY THE COWETA CITY COUNCIL AS IT PERTAINS TO THE APPROVAL OF THE CITY OF COWETA 2021 HOLIDAY CALENDAR AND 2021 MEETING SCHEDULES.
(JULIE CASTEEN, ASSISTANT TRUST MANAGER)

Documents:

[201102 CY 2021 MUNICIPAL MEETING DATES.PDF](#)
[201102 CY 2021 HOLIDAY CALENDAR.PDF](#)

3. ACCEPTANCE OF AUTOMATIC METER READING SYSTEM

AFFIRMATION OF THE ACTIONS TAKEN BY THE COWETA CITY COUNCIL AS IT PERTAINS TO THE ACCEPTANCE OF THE AUTOMATIC METER READING SYSTEM IMPROVEMENTS INSTALLED BY THE METER INSTALL GROUP, LLC.
(WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

[201102 STAFF REPORT AMR SYSTEM.PDF](#)

4. EMPLOYEE INCENTIVE

AFFIRMATION OF THE ACTIONS TAKEN BY THE COWETA CITY COUNCIL PERTAINING TO THE APPROVAL OF AN INCENTIVE PAYMENT FOR CURRENT EMPLOYEES IN RECOGNITION OF THEIR FAITHFUL SERVICE DURING SUCH PERILOUS TIMES AS WELL AS TO INCENTIVIZE A CONTINUATION OF SAME.

(ROGER KOLMAN, CITY MANAGER)

Documents:

[201102 STAFF REPORT COVID SERVICE INCENTIVE.PDF](#)

IV. OLD BUSINESS

1. CONSULTING SERVICES AGREEMENT

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF AN AGREEMENT WITH PUBLIC CONSULTING GROUP, INC. TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE OKLAHOMA GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PROGRAM AND DIRECTING THE TRUST MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

(JULIE CASTEEN, ASSISTANT TRUST MANAGER)

Documents:

[201102 STAFF REPORT PUBLIC CONSULTING GROUP SERVICES AGREEMENT.PDF](#)

[201102 SERVICES AGREEMENT - PCG.PDF](#)

2. RESOLUTION 2020-32 REGARDING BUDGET AMENDMENTS

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2020-32, A RESOLUTION OF THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA FOR FISCAL YEAR ENDING JUNE 30, 2021.

(JULIE CASTEEN/ASSISTANT TRUST MANAGER)

Documents:

[201102 STAFF REPORT RESOLUTION 2020-32.PDF](#)

[201102 RESOLUTION 2020-32.PDF](#)

V. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

VI. ADJOURNMENT

IF YOU REQUIRE SPECIAL ACCOMMODATIONS PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT CITY HALL BY 9:00 A.M. THE DAY OF THE MEETING.

MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING OCTOBER 5, 2020

The Trustees of the Coweta Public Works Authority met in regular session on Monday, October 5, 2020 at 7:16 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

TRUSTEES ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Chairman Morris.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

Motion by Harold Chance, second by Randy Woodward to approve the consent calendar items:

1. Minutes of the Coweta Public Works Authority Regular Meeting held on August 3, 2020.
2. Declaration of Surplus on approximately 3,250 used water meters and authorization for the Trust Manager to dispose of accordingly.
3. Affirmation of the action taken by the Coweta City Council pertaining to the Employment Agreement with Roger Kolman as Trust Manager.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

IV. OLD BUSINESS

1. Ambulance Billing Contract

Assistant Trust Manager Julie Casteen presented information on a proposed contract with EMS Management and Consultants, Inc. related to billing for EMS services. The proposed contract would start January 1, 2021, with dates of service beginning December 19, 2020.

Motion by Harold Chance, second by Randy Woodward to approve the contract with EMS Management and Consultants, Inc.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
OCTOBER 5, 2020**

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

V. NEW BUSINESS

There was no new business.

VI. ADJOURNMENT

Chairman Morris adjourned the meeting at 7:18 p.m.

Evette Morris, Chairman

Julie Casteen, Trust Secretary

**COWETA CITY COUNCIL • COWETA PUBLIC WORKS AUTHORITY
COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
COWETA CITY HALL • 310 S BROADWAY, COWETA, OK**

1st Monday of Each Month • 6:00 p.m.

January 04, 2021	May 03, 2021	September 13, 2021 (2 nd Monday)
February 01, 2021	June 07, 2021	October 04, 2021
March 01, 2021	July 12, 2021 (2 nd Monday)	November 01, 2021
April 05, 2021	August 02, 2021	December 06, 2021

**COWETA PLANNING COMMISSION
COWETA CITY HALL • 310 S BROADWAY, COWETA, OK
3rd Monday of Each Month • 6:00 p.m.**

January 18, 2021	May 17, 2021	September 20, 2021
February 16, 2021 (3 rd Tuesday)	June 21, 2021	October 18, 2021
March 15, 2021	July 19, 2021	November 15, 2021
April 19, 2021	August 16, 2021	December 20, 2021

**COWETA BOARD OF ADJUSTMENT
COWETA CITY HALL • 310 S BROADWAY COWETA, OK**

In accordance with 11 O.S. 44-102 and Chapter 21 Section 2120 of the Coweta Zoning Code, meetings of the Coweta Board of Adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine.

**COWETA LIBRARY BOARD
COWETA PUBLIC LIBRARY • 120 E SYCAMORE, COWETA, OK
TUESDAY, 7:00 p.m.**

January 26, 2021
April 27, 2021
June 29, 2021
September 28, 2021

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
2021 HOLIDAY SCHEDULE**

January 1, 2021 (Friday)	New Year's Day
February 15, 2021 (Monday)	President's Day
April 2, 2021 (Friday)	Good Friday
May 31, 2021 (Monday)	Memorial Day
July 5, 2021 (Monday)	Independence Day (Observed)
September 6, 2021 (Monday)	Labor Day
November 11, 2021 (Thursday)	Veteran's Day
November 25, 2021 (Thursday)	Thanksgiving Day
November 26, 2021 (Friday)	Day after Thanksgiving
December 23, 2021 (Thursday)	Christmas Eve (Observed)
December 24, 2021 (Friday)	Christmas Day (Observed)

THERE WILL BE NO TRASH SERVICE ON THE ABOVE DATES



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Memorandum

To: Honorable Mayor and Members of the City Council
Chairman and Members of the Board of Trustees

From: Wes Richter, Public Works Director

Re: Acceptance of Automated Meter Reading (AMR) project

Date: November 2, 2020

BACKGROUND

In March, 2020 the City of Coweta and Coweta Public Works Authority contracted with Meter Install Group, LLC for the installation of an Automated Meter Reading (AMR) system consisting of approximately 3,250 meters. Installation began in the spring of 2020 and is now complete.

STAFF RECOMMENDATION

Staff recommends approval and acceptance of the AMR System installed by Meter Install Group, LLC.

ATTACHMENTS:

None



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Mémorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Employee Incentive
Date: 11/2/2020

BACKGROUND

As discussed at a prior city council meeting, most of Coweta's current employees continuously served from the beginning of the pandemic through today. Those employees, from all departments, maintained their composure and continued to provide excellent service to our customers despite the confusion that surrounded Covid-19 and the extent of the danger to them individually. Thankfully, there have been only a couple of Coweta's employees that have been stricken with the virus, despite the levels of potential exposure that each have experienced daily.

As recognition for their faithful service during such perilous times as well as to incentivize a continuation of same, staff proposes to provide each current full-time employee that served the citizens during this time with an incentive payment of \$750. Full-time employees joining Coweta after March 1, and part time employees, would receive a pro-rata amount based upon time of service. Funding for this stipend will come from CARES Act funding already received by the City of Coweta as follows:

Dept	Total
01-002	1,800.00
01-003	2,600.00
01-006	1,800.00
01-007	20,200.00
01-008	900.00
01-009	7,800.00
01-011	2,800.00
01-013	1,800.00
01-014	1,200.00
01-015	3,500.00
01-018	2,600.00
04-031	1,800.00
04-032	3,500.00
04-033	4,400.00
04-034	900.00
04-035	2,100.00
08-060	9,600.00
	69,300.00

STAFF RECOMMENDATION

Staff recommends approval for the payment of a Covid-19 service incentive as discussed.

ATTACHMENTS



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant Trust Manager

Re: Consulting Services for Ambulance Reimbursement Program

Date: November 2, 2020

BACKGROUND

The Ambulance Division of the Coweta Public Works Authority is an enterprise fund that has operated at a deficit for many years, with the operating costs supported by transfers from other funds. New sources of revenue are always being researched, and the Ground Emergency Medical Transportation (GEMT) program is a great resource for additional revenue.

The GEMT program is a voluntary program that makes supplemental payments to eligible agencies who provide emergency ground ambulance services to Medicaid recipients. It has been noted for many years that State Medicaid reimbursement for transports of those patients on Medicaid is grossly inadequate. The GEMT program provides federal funds to state healthcare authorities to dispense to participating transport agencies. An annual cost of service report must be submitted which accounts for the true cost of delivering a transport service to include all aspects of the business (overhead, vehicles, buildings, supplies, personnel, etcetera).

A general review of ambulance billings, revenues and expenses indicate the potential of about \$95,000 in reimbursements from the State of Oklahoma for the first year. However, the reporting requirements are very complex; Public Consulting Group, Inc. provides consulting services to assist in navigating the GEMT program.

The proposed consulting agreement allows for a fee of 15% of the rebate amount. A discounted fee of 13.5% is available through our membership with the Oklahoma State Firefighters Association.

STAFF RECOMMENDATION

Staff recommends approval of the agreements with Public Consulting Group, Inc.

ATTACHMENTS:

Public Consulting Group Services Agreement

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and Coweta Public Works Authority (“CLIENT”) as of November 2, 2020 (“Effective Date”).

WHEREAS, CLIENT is seeking Supplemental Payment Program and Other Consulting Services for Emergency Medical Services, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in **Attachment A** (the “Contracted Services”). PCG 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.** This Agreement will be effective from the Effective Date through June 30, 2021, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Thereafter, this Agreement shall renew automatically, on the same terms identified herein, for a period of one cost reporting cycle from July 1 of each year until June 30 of the following year, unless terminated pursuant to Section 4 or unless either party provides no less than thirty (30) days’ notice of non-renewal prior to the end of the then current term. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.
3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in **Attachment B** and this Section 3, and unless the parties agree otherwise in writing, will not pay PCG any other benefits, expenses, or compensation.
 - a. CLIENT will compensate PCG within a reasonable time period following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
 - b. The Parties agree that all payments made by the CLIENT are subject to procedures established for the Coweta Public Works Authority to authorize payment by the Trust Manager. Itemized billing statements from PCG must be received in the Treasurer’s Office within 60 days of completion of services.

- c. Upon termination or expiration of this Agreement, other than termination for cause, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration and subject to the terms set out above.
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 after written notice, not to exceed ten (10) business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information subject to the Oklahoma Open Meetings Act and Oklahoma Open Records Act.
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 PCG: | For CLIENT: |
| Public Consulting Group, Inc. | Coweta Public Works Authority |
| 148 State Street, 10 th Floor | 310 S Broadway |
| Boston, MA 02109 | Coweta, OK 74429 |
| Attn: James Dachos | Attn: Julie Casteen |
| Email: jdachos@pcgus.com | Email: jcasteen@cityofcoweta-ok.gov |
6. **PCG Representation.** PCG 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. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.
7. **Standards of Conduct.** PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct in the performance of this Agreement. The Parties further agree that this Agreement and relationship between the Parties is subject to the Constitutional limitations of Article 10 of the Oklahoma Constitution.
8. **Relationship of the Parties**
- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG 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, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.
- 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.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services and will include CLIENT as an additional insured on such insurance.
- 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 (the "Disclosing Party") may convey to the other party (the

“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, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.
- b.** The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c.** 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.** The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e.** Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- f.** 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.
- g.** 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.

- h. Upon termination 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.
- i. Nothing in this Agreement prohibits CLIENT from complying with the Oklahoma Open Meetings Act and Open Records Act and the Parties agree that this Agreement and the relationship between the Parties is subject to the Oklahoma Open Meeting Act and Open Records Act.
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. PCG 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 PCG is not required to perform the Contracted Services on a full-time basis for CLIENT 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.** This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Oklahoma. The parties also consent to the personal jurisdiction in its courts, and agree that the District Court of Grady County, Oklahoma shall have exclusive jurisdiction over the enforcement of this Agreement.
- 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 FOR 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: (i) it has the authority to enter into this Agreement; and (ii) 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 date last signed written below.

Public Consulting Group, Inc.

Coweta Public Works Authority

BY: _____
NAME: James Dachos
TITLE: Associate Manager
DATE: _____

BY: _____
NAME: Roger G. Kolman
TITLE: Trust Manager
DATE: _____

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Contracted Services:

Supplemental Payment Program Services

PCG will work with CLIENT to analyze and report costs that will help CLIENT realize reimbursements related to an EMS Certified Public Expenditures (CPE) Program, as administered by Oklahoma Health Care Authority (OHCA).

PCG will perform the following services to ensure that CLIENT will receive the reimbursement to which it is entitled while mitigating audit risk.

- Securing approval of the EMS CPE program. Designing, developing, and implementing an EMS supplemental reimbursement program including drafting the State Plan Amendment (SPA) package for OHCA to provide to the Centers for Medicare and Medicaid Services (CMS). Additionally, providing responses to CMS Requests for Additional Information (RAI), including but not limited to drafting email responses, participating in conference calls, and developing additional CMS-requested SPA language.
- Drafting application materials and responding to requests for additional information necessary for CLIENT to gain approval to participate in the EMS CPE Program.
- Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.
- Providing a web portal to facilitate cost report data collection, calculate allowable costs and cost settlement, pre-submission auditing process, and preparation of audit files.
- Collecting billing, financial, and response data necessary to prepare the annual cost report. Working with CLIENT and its vendors (if applicable) to design customized reports, as needed.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid recipients.
- Conducting detailed analysis of CLIENT billing data to identify all reimbursable claims.
- Preparing the annual cost report and assisting with all aspects of the submission of the cost report to OHCA.

- Conducting comparative analysis to identify significant year-to-year trends in billing and financial data.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of MMIS billing reports generated by OHCA to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Providing ongoing technical assistance on programmatic and policy issues related to the EMS CPE Program.

Other Consulting Services

At request of CLIENT, and agreement on scope of services and pricing, PCG will provide other consulting services, including the following:

- **Medicare Ground Ambulance Cost Data Collection Consulting Services**
 - **Standard: Training and Help Desk Support**
 - Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component;
 - Data compilation guidance and automated tools to facilitate data collection and cost survey preparation; and
 - Dedicated help desk support, up to five scheduled hours.
 - **Professional: Training, Help Desk Support, and Detailed Desk Review**
 - Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component;
 - Data compilation guidance and automated tools to facilitate data collection and cost survey preparation;
 - Dedicated help desk support, up to five scheduled hours;
 - Detailed desk review of the Medicare Cost Survey and supporting documentation with summary of findings;
 - Analysis of costs in comparison to “like-sized” departments;
 - Written report of findings with recommendations, areas of concern, and considerations; and
 - Scheduled conference call to walk through desk review results, cost analysis, and recommendations.
 - **Premium: Comprehensive Medicare Cost Survey Preparation and Audit Support**
 - Dedicated team of experts to complete the Medicare Cost Survey on behalf of your department; and

- Ongoing communication: initial data collection and close-out survey review meetings, timely updates and feedback; and
 - Detailed data analysis: expenditures assessment, unallowable costs adjustments, and utilization statistics verification; and
 - Preparation and audit of Medicare Cost Survey and supporting documentation; and
 - CMS submission of final report and supporting documentation; and
 - Federal audit support; and
 - Full access to web-based portal and training resources.
- **EMS Consulting Services**
 - Conducting fire/EMS department management and operational efficiency studies.
 - Performing EMS system studies.
 - Developing fire department and EMS feasibility studies.
 - Completing cost of service and rate analysis studies for EMS systems.
- **Emergency Triage, Treat, and Transport (ET3) Consulting Services**
 - Guiding the ET3 application and submission process.
 - Developing the ET3 strategy and formulating ET3-like multi-payer model.
 - Developing, tracking and reporting quality metrics to CMS
 - Providing ongoing project management for successful ET3 participation.

ATTACHMENT B COMPENSATION

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG as follows:

Supplemental Payment Program Services

The initial term for services to be performed by PCG under this Agreement will be the cost reporting cycle for State Fiscal Year 2020. For the purposes of this agreement, the SFY 20 cost reporting cycle is defined as the period of July 1, 2020 (cost report preparations begin) to June 30, 2021 (provider receives final reconciliation payment from OHCA), while the Eligible Period is defined below.

For each cost reporting period, PCG will receive a **fifteen percent (15%)** contingency fee for all reconciliation payments realized by CLIENT as a result of the EMS CPE cost reporting services performed under this Agreement.

The table below displays the rates and anticipated payment dates for each reporting period.

Reporting Period (State Fiscal Year)	Eligible Period	Anticipated Date for CLIENT to Receive Final Reconciliation Payment from OHCA	Contingency Rate
SFY 20	7/1/2019 - 6/30/2020	6/30/2021	15%
SFY 21 (Option #1)	7/1/2020 - 6/30/2021	6/30/2022	15%
SFY 22 (Option #2)	7/1/2021 - 6/30/2022	6/30/2023	15%
SFY 23 (Option #3)	7/1/2022 - 6/30/2023	6/30/2024	15%
SFY 24 (Option #4)	7/1/2023 - 6/30/2024	6/30/2025	15%

All reconciliation payments due to CLIENT from the EMS CPE shall be paid in full directly to CLIENT from the State of Oklahoma (“payer”). After payment is received in full from the payer, in consideration of the professional services to be performed by PCG under the terms of this Contract, CLIENT shall pay PCG for services actually performed a contingency fee based on the additional revenues generated through cost report preparation and filing for the EMS CPE.

These Compensation terms and conditions shall survive the expiration and/or termination of this Agreement until such time as all PCG fees have been paid and received in full by PCG for all services rendered.

The parties agree to negotiate the compensation and term for “Other Consulting Services” which will be mutually agreed upon before being effective.



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Memorandum

To: Honorable Chairman and Members of the Board of Trustees

From: Julie Casteen, Assistant Trust Manager

Re: Supplemental Appropriations

Date: November 2, 2020

BACKGROUND

The budget in the Coweta Public Works Authority must be amended to include a \$22,300 transfer from the Capital Improvement Fund to cover salary expense for a proposed COVID-19 stipend to eligible employees. In addition, an appropriation of \$25,000 is needed to cover transaction fees from our ERP provider related to online and phone payments made on utility bills, as well as \$12,000 in construction interest on the OWRB loan, and \$2,400 for property/liability insurance on ambulance vehicles and equipment that was formerly being paid out of the utility fund.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2020-32.

Attachments:

Resolution 2020-32

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2020-32**

A RESOLUTION OF THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2021.

WHEREAS, the Coweta Public Works Authority has expenses for which the budget for fiscal year 2020-2021 exceeds available resources;

NOW THEREFORE BE IT RESOLVED by the Trustees for the Coweta Public Works Authority for Coweta, Oklahoma, that the following supplemental appropriations be made:

COWETA PUBLIC WORKS AUTHORITY

Account	Description	Increase	Reason
04-5101.031	Salaries	\$1,800.00	COVID-19 Stipend
04-5101.032	Salaries	\$3,500.00	COVID-19 Stipend
04-5101.033	Salaries	\$4,400.00	COVID-19 Stipend
04-5101.034	Salaries	\$900.00	COVID-19 Stipend
04-5101.035	Salaries	\$2,100.00	COVID-19 Stipend
04-5325.032	Contracted Services	\$25,000.00	Incode Transaction Fees
04-5504.037	OWRB Loan Interest	\$12,000.00	Construction Interest OWRB Loan
04-04.03.14	Transfer In - Cap Imp Fund	\$12,700.00	Transfer for COVID-19 Stipend
08-5101.060	Salaries	\$9,600.00	COVID-19 Stipend
08-5317.060	Property/Liability Insurance	\$2,400.00	Insurance on vehicles and equipment
08-04.03.14	Transfer In – Cap Imp Fund	\$9,600.00	Transfer for COVID-19 Stipend

Total Increase in Expenditure Appropriations:
\$61,700

Total Increase in Available Appropriations:
\$61,700 (\$39,400 use of Unobligated Fund Balance, \$22,300 Transfers In)

PASSED BY THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA,
and signed by the Chairman this 2nd Day of November, 2020.

Evette Young, Chairman

Attest:

Approved as to form:

Julie Casteen, Trust Secretary

Ronald D. Cates, Trust Attorney