

Medicaid Claiming Services

THIS AGREEMENT made and entered into, by and between the School Board of Sarasota County, Florida, a public body corporate, herein after referred at as "Board" and Sivic Solutions Group, LLC, a New York limited liability company with a registered address of 118 Sylvan Way, New Hartford, NY 13413, hereinafter referred to as "SSG"; and

WHEREAS, SSG has represented to the Board that it has the expertise in dealing with Medicaid and collecting funds that are due organizations such as the Board for past and future services; and

WHEREAS, the Board is desirous of contracting with a firm with experience in the filed of collecting from Medicaid that which is due the Board for services rendered to children with disabilities in the School District and others; and

WHEREAS, the Board and SSG have agreed upon the following terms and conditions for SSG to perform services that the Board needs in order to be fully compensated for rendering services to children with disabilities and others in accordance with the laws of the United States and the State of Florida for the mutual benefit of both parties.

1. TERM

- 1.1 This Agreement shall be valid for a period of March 1, 2017 through June 30, 2019, unless sooner terminated as provided in this Agreement.
- 1.2 Either party may terminate this Agreement, without cause, upon providing the notice described in Section 1.3 below.
- 1.3 Notice of intent to terminate shall be provided in writing upon the giving of ninety (90) days notice by either party and sent certified mail to the other party at their last official address, unless another address is specified by the parties in writing.

2. COMPREHENSIVE SERVICE FEE

- 2.1 The Board agrees to pay SSG a fixed monthly base service fee of \$3,500. The fixed monthly base service fee will compensate SSG for all services as they relate to the following Board direct service claims:

Occupational, Physical, Speech Therapies:	\$2,200 per month
Nursing:	\$300 per month
Behavioral:	\$500 per month
Transportation:	\$500 per month
- 2.2 Payment for services will be invoiced on a monthly basis. Payment shall be made within thirty (30) days of invoicing.

3. COVERAGE

- 3.1 Where necessary to accomplish the contract, all Medicaid software modules utilized in the performance of the Medicaid claiming will be provided to the Board for the term of this Agreement, strictly for usage by the Board only. Any proprietary software information cannot be disclosed to anyone other than Board users.

4. CLAIMING SERVICES

- 4.1 It is contemplated and agreed that the majority of the monies collected will be under the provision of Medicaid for services rendered to the exceptional student population by the Board. SSG will perform all tasks necessary for the Board to submit a clean claim and maximize the Board's benefits under the Medicaid plan. SSG will furnish Medicaid tracking, claiming, and receivable services as outlined below:
 - a.) Collect claiming data for Individual Education Plans (IEP's) recommended Medicaid eligible services, which are entered and approved by Board staff.
 - b.) Formulate and submit the Board's Medicaid claims to the Board for submission to all appropriate agencies.

- c.) Reconcile Medicaid payments and resolve claiming rejections. Where necessary, the Board will provide required data to facilitate prompt resolution of claiming rejections.
- d.) Maintain and retain service delivery and financial data related to Medicaid claiming.
- e.) Provide management reports on a periodic basis.

5. LOSS PREVENTION SERVICES

SSG will:

- 5.1 Design the Medicaid accountability and documentation necessary to comply with the Federal and State requirements which are approved by the Board. Maintenance and management of the documentation is the responsibility of the Board.
- 5.2 Defend or assist the Board at audits conducted by Federal and State oversight agencies.
- 5.3 Conduct ongoing reviews of the Board's records and procedures to identify areas of vulnerability and develop specific recommendations tailored to resolve identified problems.
- 5.4 Provide training to the Board's staff and help them to implement other loss prevention strategies.

6. CONFIDENTIALITY OF RECORDS

- 6.1 All personally identifiable students and staff information obtained by or furnished to SSG or its subcontractors by the Board and all reports and studies containing such information prepared or assembled by SSG, shall not be provided or disclosed to a third party without the written permission of the Board. SSG shall limit access to such material in its control to those of its employees and/or subcontractors performing services pursuant to this Agreement purely on a need to know basis. SSG shall restrict its use of the information to its performance under this Agreement.

7. TERMINATION

- 7.1 In the event of default by either party, the non-defaulting party shall provide written notice of the default to the defaulting party, and the defaulting party shall have ten (10) days to cure the default, failing which the non-defaulting party has the right to terminate this Agreement, and neither party shall thereafter have any further obligation to each other.
- 7.2 In the event of the termination of this contract, all comprehensive service fees due SSG shall, with proper documentation, become due and payable. Notwithstanding the foregoing, in the event that any funds or fees under this Agreement are in dispute, the party withholding the funds shall interplead the funds into the Registry of the Court of the appropriate jurisdiction without being further liable for the default.

8. LIABILITY

- 8.1 If subsequent to the effective date of this Agreement it is determined that any action or omission of SSG has resulted in improper receipt of revenue by the Board, including but not limited to, a disallowance of federal and/or State Medicaid reimbursement, and if it is further determined that such revenue is to be repaid or otherwise returned to or recouped by a federal and/or state agency, SSG will refund the Board the pro rata share of the fees received by it related to any and all revenues pursuant to such action or omission.
- 8.2 SSG will maintain insurance coverage at a minimum amount of \$1 million to cover possible errors or omissions by SSG and for professional and general liability in the performance of services hereunder. The Board shall be named as additional insured under such insurance policies. Copies of such policies showing the Board as an additional named insured shall be submitted to the Board upon execution of this Agreement.

9. INDEMNIFICATION

- 9.1 SSG agrees to and shall indemnify, hold harmless, and defend the Board and its employees and trustees from and against any claims, demands or causes of action of whatsoever kind of nature (including court costs and attorney fees) arising out of error, omission, misinterpretation, negligent act, conduct, or misconduct of SSG and its

employees and agents in the provision of services pursuant to the Agreement, or arising out of injury, death, or loss or damage of property resulting from a negligent act by SSG and its employees and agents in the performance of this Agreement whether such claims are asserted before or after the termination of this Agreement.

10. ASSIGNMENT

10.1 Neither party can assign this Agreement without the prior written consent of the other party.

11. GENERAL

11.1 This Agreement shall be binding between both parties when accepted by SSG and the Board, and will be governed by the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought under this Agreement shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

11.2 The headings of various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be constructed to modify, define, limit or expand the intent of the parties as expressed in this Agreement.

11.3 In the event any provision of this Agreement shall be construed to be invalid or unenforceable, the remaining provision of this Agreement shall nevertheless remain in full force and effect.

11.4 When the context in which words are used in this Agreement indicate that such is the intent, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders and vice versa.

11.5 This Agreement shall be binding upon the parties hereto, if and when the assigned in accordance with the provisions hereof, their respective assigns, successors in interest, personal or legal representatives, estates, heirs, and legatees.

11.6 This Agreement represents the entire understanding and Agreement between the parties with respect to the subject to matter hereof, and supersedes all other representations, Agreements or understandings if any made by and between the parties.

11.7 The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only in writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

11.8 All notices, requests, consents, and communication required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) shall be (as elected by the person giving such notice) hand deliver by messenger or courier service, telecommunicated, or mailed (air mail if international) by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

Sonia Figaredo-Alberts
1960 Landings Blvd.
Sarasota, Florida 34231

Siva Kakuturi
Sivic Solutions Group, LLC
118 Sylvan Way
New Hartford, NY 13413

or to such other addresses as any party may designate by notice complying with the terms in this section. Each such notice shall be deemed delivered:

- a.) On the date delivered if by personal delivery,
- b.) On the date telecommunicated if by telegraph,
- c.) On the date of transmission with confirmed answer back if by telex,
- d.) On the date upon which the Return Receipt is signed or delivery is refused of the notice is designated by the postal authorities as not delivered.

- 11.9 A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver if such right or remedy is contained in a writing signed by the party alleged to have a waived his other rights or remedies.
- 11.10 If any legal action is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 11.11 SSG shall comply with Florida's Public Records Law including:
- a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of SSG upon termination of the 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 the Board in a format that is compatible with the information technology systems of the Board.

IF SSG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _____

Approved for Legal Content
 February 23, 2017, by Matthews, Eastmoore,
 Hardy, Crauwels & Garcia, Attorneys for
 The School Board of Sarasota County, Florida
 Signed: ASH

DATE: _____

SIVIC SOLUTIONS GROUP, LLC

BY: _____

DATE: _____