

## **RANDOM MOMENT TIME STUDY and MEDICAID ADMINISTRATIVE CLAIMING SERVICES**

THIS AGREEMENT made and entered into, and between the School Board of Sarasota County, Florida, a public body corporate, herein after referred to as “Board”, with its principal business address at 1960 Landings Blvd, Sarasota Florida 34231 and Sivic Solutions Group, LLC, (hereinafter referred to as the “Consultant” or “SSG”), as party of the second part, having its registered address at 414 Trenton Avenue, Suite 202, Utica, New York 13502. All claiming activities and record retention and storage will take place in the company’s New York offices, located at 414 Trenton Avenue, Suite 202, Utica, New York 13502.

WHEREAS, the Consultant has represented to the Board that it has expertise in dealing with Medicaid and collecting funds that are due organizations such as the Board for services rendered to disabled students and the Board is desirous of contracting with a firm with the expertise in the field of collecting from Medicaid that which is due the Board for services rendered to disabled children in the School District and others;

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

### **1. TERM**

- 1.1 This agreement shall be valid for the period from July 1<sup>st</sup>, 2018 to June 30<sup>th</sup>, 2021, unless terminated earlier, as set forth herein.
- 1.2 Either party may terminate this agreement, without cause, by providing a notice of intent to terminate by certified mail to the other party at the last official address, unless another address is specified by the parties in writing, ninety (90) days before the date of termination.
- 1.3 In the event of the termination of this contract, all fees for billing and other related work performed to date by the Consultant shall, with proper documentation, become due and payable. All other obligations, rights, and responsibilities of either party shall immediately end.

### **2. SCOPE OF SERVICES TO THE DISTRICT**

The Consultant shall provide the Board with the following:

- 2.1 Using Consultant’s system, to maintain Activity codes, Participant Data, District Holiday Calendars, Work Schedules required for Random Moment Time Study (RMTS) process;
- 2.2 Generate and Approve Quarterly Random Moment Sample of 500 to 1000 moments;
- 2.3 Code the completed RMS moments;
- 2.4 Maintain and retain RMS moments for the samples managed by the Consultant in the Consultant’s system;
- 2.5 Generate RMS percentages by Activity codes published by AHCA on a quarterly basis;
- 2.6 Provide functionality to maintain and/or upload cost data for the participants in the sample pool.

- 2.7 Consultant's system to generate Quarterly Administrative Claim based on the RMTS results and the cost data and other parameters provided by the Board.
- 2.8 Provide data available in the Consultant's system to the Board for audits conducted by the Federal and State oversight agencies;
- 2.9 Provide training to the Board's Medicaid Coordinators on the use of the system and Medicaid requirements.

### 3. COMPREHENSIVE SERVICE FEE

- 3.1 The Board agrees to pay the Consultant a fixed fee of \$7,000 per year for services provided by the Consultant.
- 3.2 Payment for services will be invoiced on a quarterly basis and will be for revenues received by the Board during that period. Payment shall be made in conformity with Florida's Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes.
- 3.3 Payments will only be made to the Consultant for services rendered by the Consultant to the Board. Payments to SSG should be sent to Sivic Solutions Group, LLC, 414 Trenton Avenue, Suite 202, Utica, New York 13502.

### 4 CHANGES IN TERMS, CONDITIONS AND FEES

After the initial three year term, the Consultant may change its fees and services provided under this Agreement provided both the parties agree in writing and the Consultant gives the Board ninety (90) days written notice of their desire to discuss a change in this Agreement.

### 5 COVERAGE

- 5.1 Where necessary to accomplish the contract, all required software modules utilized by the Consultant in performance of their duties will be provided to the Board for the term of this Agreement, strictly for the use by Board only. The Medicaid software (e-SivicMACS) and the functionality of the software cannot be disclosed to anyone other than the users of the Board without the written consent of the Consultant. Any pre-existing intellectual property, products and work material used to satisfy the requirements of this Contract shall remain the property of Sivic Solutions Group, LLC. Any software and hardware, including e-SivicMACS Billing system used to generate Claims to satisfy the requirements of this services contract shall remain the property of Sivic Solutions Group, LLC with full copyright access.
- 5.2 Any data accumulated in the performance of their duties by the Consultant shall remain the property of the Board.

### 6 CONFIDENTIALITY OF RECORDS

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

## 7 LIABILITY

- 7.1 The Consultant is relying on the Board to provide timely student, staff and services information to the Consultant, so that it may properly, adequately and timely provide the Medicaid reimbursement services agreed to herein. If errors occur due to documentation provided by the Board that is determined to be inaccurate, incomplete or fraudulent, any assessed penalties or assessment will be the responsibility of the Board.
- 7.2 In no event shall consultant be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- 7.3 Any claim by the board against consultant relating to this agreement must be made in writing and presented to consultant within three (3) months after the date on which Consultant completes performance of the services specified in this agreement.

## 8 GENERAL

- 8.1 This agreement shall be binding between both parties when accepted by the Consultant and the Board and will be governed by the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought pursuant to this agreement shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- 8.2 Headings. The headings of the various sections of this agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed in this agreement.
- 8.3 Severable. In the event any provision of this agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall nevertheless remain in full force and effect.
- 8.4 Interpretation. When the context in which the words are used in this agreement indicates 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.
- 8.5 Successors. This agreement shall be binding upon the parties hereto, if and when the assigned, in accordance with the provisions thereof, their respective assigns, successors in interest personal or legal representative, estates, heir and legalese. This agreement shall not be assigned by the Consultant without the expressed written consent of the Board.
- 8.6 Independent Contractor. This agreement does not create an employee/employer relationship between the parties. It is the intention that the Consultant will be an independent contractor and not a District employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payment provisions, Federal Insurance Contribution Act (FICA), the Social Security Act, The Federal Unemployment Tax Act (FUTA), the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Law and other payment and contributions, including contributions to a

retirement system or plan. The Consultant hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the Board against the payments of:

8.6.1 All contributions, taxes, or premiums (including interest and penalties, thereon) which may be payable under the Unemployment Insurance Law of any state, the Federal Social Security Act, Federal Tax Withholding Laws or any other law measured upon the payroll of, or required to be withheld from employees, by whomever employed, engaged on the work to be performed under this agreement; or

8.6.2 All pension, welfare, vacation, annuity or any other contribution of benefit for which the Consultant may be responsible to any employee engaged in the work to be performed under this agreement.

8.7 Independence: The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the services, activities and responsibilities hereunder. The Consultant agrees to be a separate and independent enterprise from the District who has a full opportunity to find other business and that a high level of skill will be necessary to perform the work. The district shall not be liable for any obligation incurred by the consultant, if any, including but not limited to unpaid minimum wages and/or overtime premiums.

8.8 Indemnification: The Consultant shall defend, indemnify and hold harmless the Board, its officers, employees and agents from any claims, liabilities, suits, proceedings and actions, of whatever name or nature, as the same may relate, in any manner, to the services provided by the Consultant to the Board pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, suit, proceeding or action in which the Board, its officers, employees and agents may be named as a party except for negligent acts and omissions of the Board, notwithstanding that the Consultant may deem said claim, liability, suit, proceeding or action frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible to as to insulate the Board from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Consultant to the Board pursuant to this Agreement (but not for the negligent acts or omissions of the Board, its officers, employees and agents.) The indemnification obligation in this paragraph shall not be limited by any other provision of this agreement including paragraphs 7.2 or 7.3 and shall survive termination of this agreement.

8.9 Fair Employment Practices: The Consultant agrees that it will not discriminate with respect to the provision of services on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, marital status, military status, disability or other not-merit factors, nor discriminate against any individuals based on these grounds.

8.10 The Consultant 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 the Consultant 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 CONSULTANT 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.**

8.11 All notices required or permitted under this agreement shall be in writing and shall be delivered to:

**Mr. Siva Kakuturi, President  
Sivic Solutions Group, LLC  
414 Trenton Avenue, Suite 202  
Utica, New York 13502**

**School Board of Sarasota County, Florida  
1960 Landings Blvd.  
Sarasota, Florida 34231  
Attn: Sonia Figaredo-Alberts**

**School Board of Sarasota County, Florida**

**Sivic Solutions Group, LLC**

**Name** \_\_\_\_\_

**Name** Siva Kakuturi \_\_\_\_\_

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** President \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

Approved for Legal Content  
June 1, 2018, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH