

**RANDOM MOMENT TIME STUDY; MEDICAID
ADMINISTRATIVE CLAIMING SERVICES; AND
FEE FOR SERVICE MEDICAID BILLING SERVICES WITH
OPTIONAL SCHEDULING, BEHAVIORAL AND HEALTH OFFICE
MODULES**

THIS AGREEMENT made and entered into, and between the **Jackson County School Board**, a public body corporate, herein after referred to as “Board”, with its principal business address at 2903 Jefferson Street, Marianna, Florida 32446 and Sivic Solutions Group, LLC, (hereinafter referred to as the “Consultant” or “SSG”), as party of the second part, having its registered address at 10 Lanidex Plaza West, Parsippany, New Jersey, 07054. All claiming activities and record retention and storage will take place in the company’s New York offices, located at 10 Lanidex Plaza West, Parsippany, New Jersey, 07054.

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 1st, 2025 to June 30th, 2026, unless terminated earlier, as set forth herein.
- 1.2 Notice of intent to terminate shall be sent 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 RMTS/Medicaid Administrative Claiming Services

- 2.1.1 Using Consultant’s system, to maintain Activity codes, Participant Data, District Holiday Calendars, Work Schedules required for Random Moment Time Study (RMTS) process;
- 2.1.2 Generate and Approve Quarterly Random Moment Sample of 500 to 1000 moments;
- 2.1.3 Code the completed RMS moments;

- 2.1.4 Maintain and retain RMS moments for the samples managed by the Consultant in the Consultant's system;
- 2.1.5 Generate RMS percentages by Activity codes published by AHCA on a quarterly basis;
- 2.1.6 Provide functionality to maintain and/or upload cost data for the participants in the sample pool;
- 2.1.7 Using Consultant's system to generate Quarterly Administrative Claim based on the RMTS results and the cost data and other parameters provided by the Board.
- 2.1.8 Medicaid Billing Services (Direct Services) with Optional Scheduling Services Module
- 2.1.9 Using Consultant's system, collect and document claimable direct services provided to Medicaid eligible children;
- 2.1.10 Formulate the Board's Medicaid billings for submission to State Medicaid Management Information System's Medicaid claiming process;
- 2.1.11 Reconcile Medicaid payments and resolve billing rejections, with additional data provided by the Board to facilitate prompt resolution of billing adjustments and discrepancies;
- 2.1.12 Maintain and retain service delivery and financial data related to Medicaid billings in the Consultant's system;
- 2.1.13 Provide management reports on a periodic basis;
- 2.1.14 Recommend the Medicaid documentation necessary to comply with the federal and state requirements which are approved by the Board. Maintenance and management of documentation is the responsibility of the Board;
- 2.1.15 Provide data available in the Consultant's system to the Board for audits conducted by the Federal and State oversight agencies;
- 2.1.16 Provide training to the Board's staff on the use of the system and Medicaid requirements.

3. COMPREHENSIVE SERVICE FEE

- 3.1 The Board agrees to pay the Consultant a fixed monthly fee based on the attached Exhibit 1: Pricing Sheet for services provided by the Consultant.
- 3.2 Payment for services will be invoiced on a monthly basis and will be for revenues received by the Board during that period. Payment shall be made to the Consultant within thirty (30) days of invoicing. Pursuant to §218.74, Florida Statutes, an interest at the rate of 1 percent will be charged by the Consultant for payments not received within 30 days of the invoice.
- 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, 10 Lanidex Plaza West, Parsippany, New Jersey, 07054.

4 CHANGES IN TERMS, CONDITIONS AND FEES

After the initial one 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 Medicaid 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 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, the parties acknowledge that the Board is a government entity and subject to the public records laws of the State of Florida. Should the Board receive a public records request for confidential information, Board shall notify Consultant and Consultant shall defend the public records request and hold the Board harmless for all damages, costs and attorney fees assessed in the proceeding. 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 MAXCapture and e-SivicMACS Billing systems, 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 The Board agrees that Consultant total liability to the Board for any and all damages whatsoever arising out of or in any way related to this agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Consultant in six months.
- 7.3 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.

- 7.4 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.

- 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.)
- 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.

**Eric Seguin, Senior Vice-President
Sivic Solutions Group, LLC
10 Lanidex Plaza West
Parsippany, New Jersey 07054**

**Jackson County School Board
2903 Jefferson Street
Marianna, Florida 32446**

Jackson County School Board

Name_____

Signature_____

Title_____

Date_____

Sivic Solutions Group, LLC

Name_____

Signature_____

Title _____

Date_____

Exhibit 1: Pricing Sheet

SSG's price model includes a combination of a fixed monthly price, and additional payment amounts after the current Fee For Service (FFS) revenue numbers are surpassed.

Base Price for All Medicaid school billing services -- **\$580 (Five Hundred Eighty Dollars)** per month or **\$6,960 (Six Thousand Nine Hundred Sixty Dollars)** per year for up to \$75,000 dollars of Fee For Service (FFS) revenue received over each 12 month period.

Additional Payment -- **\$1,000 (One Thousand Dollars)** per year, for every \$25,000 of additional revenue per year to the District up to \$125,000.

The revenue calculation will be based on the claims submitted from July to June each year (For example, July 1, 2021 to June 30, 2022 for the first year).

The District will NOT be charged any additional amount for base system setup and initial training of the providers using our system.

The Table below provides the break-down of the additional annual amount charged to the District based on the Medicaid reimbursement revenues.

Item#	Jackson County School Board, Florida is to pay the additional annual amount not to exceed	For annual FFS Medicaid reimbursement revenues received up to
1	\$0	\$0.00 to \$75,000
2	\$1,000	\$75,001 to \$100,000
3	\$2,000	\$100,001 to \$125,000
4	\$3,000	> \$125,001

Invoice and Payment Schedule:

SSG proposes to submit an invoice for a fixed amount of \$580 after the end of each month, payable with NET 30 day terms. At the end of each school year (June), a report will be generated to identify the total FFS revenue for the District during the year. If applicable, a yearly invoice for the difference in amount will be submitted based on the revenue numbers.

Optional Add-On MAXCapture Modules and Fees:

1. Add-On MAXCapture Functionality – Scheduling Module:
 - a. License price for Scheduling Module -- \$240 Per Year Per Provider
 - b. Licenses will be invoiced once a year at the beginning of the school year for the rest of the year. No credits will be issued for unused licenses. Number of licenses can be reduced or increased at the beginning of the school year
 - c. Additional licenses added during the school year will be invoiced from the date added to the rest of the school year on a prorated basis
2. Add-On MAXCapture Functionality – Behavioral Module:
 - a. System Configuration Fee of \$5,000, one time only
 - b. License price for Scheduling Module -- \$240 Per Year Per Provider

- c. Licenses will be invoiced once a year at the beginning of the school year for the rest of the year. No credits will be issued for unused licenses. Number of licenses can be reduced or increased at the beginning of the school year
 - d. Additional licenses added during the school year will be invoiced from the date added to the rest of the school year on a prorated basis
- 3. Add-On MAXCapture Functionality – Health Office Module:
 - a. System Configuration Fee of \$10,000, one time only
 - b. License price for Health Office Module – \$675 Per Year Provider
 - c. Licenses will be invoiced once a year at the beginning of the school year for the rest of the year. No credits will be issued for unused licenses. Number of licenses can be reduced or increased at the beginning of the school year
 - d. Additional licenses added during the school year will be invoiced from the date added to the rest of the school year on a prorated basis