

☒ APPROVED

Pending Comments  
below are Addressed

200119

# AGREEMENT/CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE  
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 5.7.20

Contract Initiator (Name of Person Overseeing the Contract): **Terry Roth**

Telephone Number: **336-6867**

School/Department Submitting Contract: **County Office/Exceptional Student Education**

Vendor/Contractor Name: **Public Consulting Group, Inc. (PCG)**

Contract Title: **Contract for Medicaid Reimbursement Services**

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Date Original Contract Approved:

Contract Term: **May 1, 2020 – June 30, 2020** Renewal Option(s): **Annually, after June 30, 2020**

Contract Cost: **\$18,500 initial, then approximately \$121,000 annually** Payment Schedule: **Initially one payment, then quarterly.**

Funding Source: **100.5200.310.9005.1900**

Purchase Requisition No.:

Strategic Plan Tie-In Explanation: **Goal 2, Improvement management of district-wide operations and facilities.**  
Strategy 2.41: **Improve technology in all classrooms and district buildings.**

Pre-Approved by Superintendent or Designee? Yes ☒ No ☐

Additional Information: **Transitioning providers for Medicaid billing will ensure a better alignment with pending Synergy transition and reduce the complexity of documenting the related services required under the Individuals with Disabilities Education Act (IDEA) for school staff.**

## CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED:

☒ Completed Contract Review Form

☒ SBAO Template Contract or other Contract (with all basic and mandatory terms)

☒ SIGNED 2018 Addendum A (if not an SBAO Template Contract)\*

\*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

RECEIVED  
4/13/2020

## Approvals

## Comments

Purchasing Department	BTS	Approved	Denied	Profes. Services, Technology, Health Serv,
Review Date	4/9/2020	Approved	Denied	See Comments written on Contract
Risk Management Department		Approved	Denied	Done w/ BB on 4/22
Review Date:		Approved	Denied	
School Board Attorney		Approved	Denied	*See Doc for changes per meeting
Review Date:	4/22/2020	Approved	Denied	w/ BB & Beatie
Information & Technology Dept.		Approved	Denied	DONE ✓
Review Date:		Approved	Denied	
Other		Approved	Denied	
Review Date:		Approved	Denied	

**CONTRACT FOR MEDICAID REIMBURSEMENT SERVICES  
BETWEEN CLAY COUNTY DISTRICT SCHOOLS  
AND PUBLIC CONSULTING GROUP, INC. (PCG)**

This Agreement (the “**Agreement**”) is made by and between Public Consulting Group, Inc. (“**PCG**”), a corporation with a place of business at 148 State Street, Boston, MA 02109 and Clay County District Schools (“**SCHOOL SYSTEM**”), located at 900 Walnut Street, Green Cove Springs, FL 32043, as of May 1, 2020 (“**Effective Date**”).

**WHEREAS**, the Agency for Health Care Administration (AHCA) authorizes Florida school districts to enroll as a Medicaid health service provider; and

**WHEREAS**, under the AHCA school-based Medicaid program, school districts can be reimbursed for certain school-based health services for students who are enrolled in Medicaid; and

**WHEREAS**, SCHOOL SYSTEM employs or contracts with health care providers to provide school-based health-related services to students; and

**WHEREAS**, some school-based health services are Medicaid reimbursable; and

**WHEREAS**, SCHOOL SYSTEM requires assistance in billing Medicaid for any and all covered school-based health services under the AHCA school-based Medicaid program that are provided to Medicaid eligible students, and in collecting amounts billed; and

**WHEREAS**, PCG has demonstrated its ability and expertise in these areas; and

**WHEREAS**, PCG is able and willing to perform such services;

**WHEREAS**, SCHOOL SYSTEM wishes to receive Medicaid billing services from PCG;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

- A.** PCG and SCHOOL SYSTEM shall each perform their respective services, as described in the attached **Exhibit A**, in accordance with the terms and conditions set forth in this Agreement and a separate Compliance Checklist that will be executed by both parties within thirty (30) days of the effective date of this Agreement. Failure by SCHOOL SYSTEM to subsequently execute a Compliance Checklist shall provide PCG the right to terminate this Agreement with less than thirty (30) days’ notice.
- B.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of written amendments to this Agreement.

## II. TERM

The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall end on **June 30, 2020**. Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “**Renewal Term**”) via a written and signed renewal letter each year by both parties. Any change in terms will be discussed and negotiated at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon this Agreement shall end on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

## III. COMPENSATION, PAYMENT, AND BILLING PROCEDURE

- A. SCHOOL SYSTEM shall compensate PCG for services rendered under this Agreement as set forth in the attached **Exhibit B**, on the basis of invoices that are issued pursuant to the terms and conditions of this Agreement.
- B. SCHOOL SYSTEM shall pay PCG interest at the annual rate of ten percent (10%) on all fee amounts that are not paid within thirty (30) days of the due date, calculated from the due date to the date on which payment is received, unless applicable state law prohibits the payment of interest or requires a lower percentage amount, in which case such lower percentage amount shall apply.
- C. If a reimbursement is disallowed after it was paid to SCHOOL SYSTEM, the following terms shall apply:
  - (i) For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with SCHOOL SYSTEM and take all reasonable actions to challenge the disallowance.
  - (ii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for a disallowance if SCHOOL SYSTEM does not allow PCG to fully participate in the review and audit process.
  - (iii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for any disallowance resulting from the errors, acts, or omissions of SCHOOL SYSTEM. PCG’s billing on behalf of SCHOOL SYSTEM is in good faith and the data SCHOOL SYSTEM enters is processed by PCG on an ‘as is’ basis. SCHOOL SYSTEM warrants that service data entered into EasyTrac™ and supporting claiming data furnished is accurate and complete and that SCHOOL SYSTEM has appropriate records to substantiate claims submitted on their behalf by PCG.
  - (iv) Subject to the terms provided herein, in the event claims are disallowed as a result of PCG’s errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund SCHOOL SYSTEM an amount equal to and no greater than the amount paid by SCHOOL SYSTEM on the amount disallowed.

- D.** The terms of this Section shall survive expiration or termination of this Agreement. In particular, upon expiration or termination of the Agreement, PCG shall be entitled to payment for services provided prior to expiration or termination. The parties acknowledge that one or more invoices may be submitted by PCG after the expiration or termination date, following reimbursements received by SCHOOL SYSTEM on account of such services and SCHOOL SYSTEM shall be obligated to satisfy such invoices.

#### **IV. RECORDS**

- A.** Upon reasonable notice, which will be no less than ten (10) business days, PCG shall allow SCHOOL SYSTEM and any of its duly authorized representatives or agents commercially reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examination, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, SCHOOL SYSTEM shall not request more than one (1) audit or investigation within a calendar year.
- B.** PCG shall maintain its records relating to this Agreement for a period of at least five (5) years from the date of expiration or termination. Upon expiration or termination of the Agreement PCG will provide a zip file via SFTP file transfer to include service log and claim support information in either text format or excel format going back five (5) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide SCHOOL SYSTEM data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG rates. SCHOOL SYSTEM shall be obligated to pay prior to delivery of the data.

#### **V. CONFIDENTIALITY**

- A.** The parties recognize that this Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA").
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from SCHOOL SYSTEM, and SCHOOL SYSTEM shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Agreement. PCG shall take commercially reasonable steps to safeguard all confidential information that it receives or creates pursuant to this Agreement.

- D. PCG shall not use confidential information received from SCHOOL SYSTEM identifying individual students for any purpose other than the purposes of this Agreement or other purposes directed or allowed by SCHOOL SYSTEM in a writing signed by SCHOOL SYSTEM.
- E. If SCHOOL SYSTEM determines it necessary in order to comply with its obligations under law, SCHOOL SYSTEM may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG's facilities or records shall take place including during PCG'S normal business hours of operation and in a commercially reasonable manner.
- F. If PCG is requested or required to disclose information received from SCHOOL SYSTEM pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, PCG shall, prior to any disclosure of such information: (1) provide SCHOOL SYSTEM with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement; (2) promptly consult with SCHOOL SYSTEM on taking steps to resist or narrow the request; (3) cooperate and assist SCHOOL SYSTEM with its efforts to obtain an order or otherwise limit or restrict the disclosure of its information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of such information is still required, furnish only such portion of the information as PCG is advised by counsel is legally required to be disclosed.
- G. SCHOOL SYSTEM will take reasonable steps to protect the EasyTrac™ Services from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which SCHOOL SYSTEM becomes aware. SCHOOL SYSTEM shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EasyTrac™ Services, including all deletions of such data by SCHOOL SYSTEM users. SCHOOL SYSTEM is responsible for establishing and enforcing any SCHOOL SYSTEM policies related to data security, information management, account management of SCHOOL SYSTEM users, and the proper handling of data extracted, reported, or otherwise removed by the system by SCHOOL SYSTEM personnel
- H. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than SCHOOL SYSTEM, PCG, and their respective successors and assigns.

## VI. **TERMINATION**

Either party may terminate this Agreement if the other party materially breaches its terms.

This provision applies only if the non-breaching party provides written notice to the breaching party and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.

## **VII. OWNERSHIP INTERESTS AND LICENSE**

Subject to the terms and conditions of this Agreement, including SCHOOL SYSTEM'S performance of its obligations hereunder, PCG shall provide the EasyTrac Services (including application and related supporting services) to SCHOOL SYSTEM, as more fully described below.

### **A. Definitions:**

- (i)** "EasyTrac Services" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii)** "New Releases" means any new revision of EasyTrac Services that includes significant enhancements which add new features to the EasyTrac Services and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
- (iii)** "Updates" means any new revisions and/or modifications made to the EasyTrac Services and/or documentation in order to correct operational errors.
- (iv)** "Upgrades" means any new revision of the EasyTrac Services that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

**B.** PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use the EasyTrac Services to the extent reasonably necessary in performing related school business functions.

**C.** PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for SCHOOL SYSTEM with respect to the EasyTrac™ Services; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of SCHOOL SYSTEM'S documentation for the EasyTrac Services, and, if such SCHOOL SYSTEM'S documentation is in an on-

line format, allow SCHOOL SYSTEM users to make print copies of the same.

- D.** SCHOOL SYSTEM shall not use or grant to any person or entity other than authorized SCHOOL SYSTEM users the right to use the EasyTrac™ Services, which users shall be subject to the terms set forth herein. SCHOOL SYSTEM shall not distribute, market, or sublicense the EasyTrac™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- E.** SCHOOL SYSTEM shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in the EasyTrac™ Services and related documentation are placed on all copies of written materials distributed by SCHOOL SYSTEM relating thereto. Examples of such documentation include training materials and manuals. School SYSTEM shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EasyTrac™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- F.** SCHOOL SYSTEM shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of SCHOOL SYSTEM or an authorized SCHOOL SYSTEM user and shall not permit any SCHOOL SYSTEM user or third party to do so.
- G.** SCHOOL SYSTEM shall not transfer, rent, or permit access to the EasyTrac™ Services to any third party, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- H.** SCHOOL SYSTEM shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EasyTrac™ Services or any portion thereof, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- I.** SCHOOL SYSTEM shall not circumvent any security protection within the EasyTrac™ Services and shall not permit any SCHOOL SYSTEM user or third party to do so.
- J.** Subject to the license rights granted to SCHOOL SYSTEM by this Section, all right, title, and interest in and to the EasyTrac Services, including the intellectual property rights and technology inherent in the EasyTrac Services, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EasyTrac™ Services, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to SCHOOL SYSTEM any right, title, or interest in or to PCG's intellectual property rights or other rights in and to the EasyTrac™ Services or PCG's trademarks. Except as expressly authorized by this Agreement, SCHOOL SYSTEM shall not use, display, copy, distribute, modify, or sublicense the

EasyTrac™ Services. PCG reserves all rights not expressly granted to SCHOOL SYSTEM by this Agreement.

- K. SCHOOL SYSTEM acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's tin any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by SCHOOL SYSTEM use of the EasyTrac™ Services with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. SCHOOL SYSTEM shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with the EasyTrac™ Services, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of SCHOOL SYSTEM'S knowledge of such infringements or acts.
- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in the EasyTrac Services.

#### **VIII. INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE**

- A. PCG shall defend, indemnify, and hold harmless SCHOOL SYSTEM from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against SCHOOL SYSTEM or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ Services infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that SCHOOL SYSTEM promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B. SCHOOL SYSTEM shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with SCHOOL SYSTEM'S acts or omissions, misuse of the EasyTrac™ Services, unauthorized modification of EasyTrac Services, or unauthorized combination of the EasyTrac Services with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies SCHOOL SYSTEM, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides SCHOOL SYSTEM with reasonable assistance for the defense of the suit, claim, or proceeding. SCHOOL SYSTEM will have sole control of the

defense of any claim and all negotiations for settlement or compromise.

- C. No party shall be liable to the other party for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT TO THE OTHER PARTY EXCEED AN AMOUNT EQUAL TO THE TOTAL COMPENSATION PAID TO PCG PURSUANT TO THIS AGREEMENT. The forgoing limitations in this Section shall not apply to: claims for breach of confidentiality or proprietary rights; infringement of product marking; indemnification; or fraud.
- D. PCG will maintain adequate insurance coverage for purposes of this Agreement, including commercial general liability, worker's compensation, cyber-security, and errors and omissions liability insurance.

**IX. SUCCESSORS AND ASSIGNEES**

SCHOOL SYSTEM and PCG each binds itself, its associates, partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Neither SCHOOL SYSTEM nor PCG shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other party, which approval shall not be unreasonably withheld. 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.

**X. APPLICABLE LAW AND EXCLUSIVE FORUM**

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 Florida, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts and agree that the state courts of the State of Florida shall have exclusive jurisdiction over the enforcement of this Agreement.

**XI. COMPLIANCE WITH LAWS**

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, PCG and SCHOOL SYSTEM shall negotiate in good faith to modify

the terms and provisions of this Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Agreement shall terminate at the election of either party and neither party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that PCG and SCHOOL SYSTEM shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.

- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

## **XII. EXTENT OF AGREEMENT**

- A. This Agreement represents the entire and integrated Agreement between SCHOOL SYSTEM and PCG and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Agreement may be amended or revised only by a written amendment signed by authorized representatives of both SCHOOL SYSTEM and PCG and referencing this Agreement.

## **XIII. PROCUREMENT**

- A. SCHOOL SYSTEM is solely responsible for its compliance with applicable procurement laws and regulations.
- B. To the extent specifically authorized by applicable procurement laws and regulations, this Agreement may be utilized by another school system or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Agreement, and SCHOOL SYSTEM assumes no authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

## **XIV. 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, 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:

**PCG**

Amy Smith  
Manager  
Public Consulting Group, Inc.  
440 S Church St, Suite 850  
Charlotte, NC 28202

**SCHOOL SYSTEM**

Terry Roth  
Director, Exceptional Education and Student Services  
Clay County District Schools  
23 South Green Street,  
Green Cove Springs, FL 32043

**XV. MISCELLANEOUS**

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for SCHOOL SYSTEM and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** 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.
- C.** 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.
- D.** Except as expressly provided in this agreement, PCG does not make any warranty with respect to the contracted services, whether written or oral, express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E.** 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.
- F.** 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.
- G.** 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.
- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I.** The parties to this Agreement are independent contractors. There is no relationship

of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. 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 SCHOOL SYSTEM to its employees. 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 SCHOOL SYSTEM 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.

- J.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement. Time is of the essence of each and every term of this Agreement.
- K.** In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern: (i) Agreement; (ii) Exhibit A; and (iii) Exhibit B. The terms and conditions of Addendum A and Mandatory Certifications: Contracts Supported By Federal Funds are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written on page one of this Agreement.

**For and on behalf of PCG:**

**For and on behalf of SCHOOL SYSTEM:**

---

**Name:** Amy Smith

**Title:** Manger

**Date:**

---

**Name:** Terry Roth

**Title:** Director, Exceptional Education and Student Services

**Date:**

## **EXHIBIT A: SCOPE OF WORK**

Subject to the terms and conditions of this Agreement, PCG and SCHOOL SYSTEM will provide the following services:

### **PCG**

SCHOOL SYSTEM contracts with PCG to perform the following services:

#### **I. EasyTrac™**

##### **A. Access and Usage**

PCG will grant nonexclusive and non-assignable right to SCHOOL SYSTEM to EasyTrac™ for SCHOOL SYSTEMS's users to obtain access and use of EasyTrac™. PCG provides EasyTrac™ as a software service. SCHOOL SYSTEM is not required to purchase or install any software on their computers or tablets with the exception of a compatible Internet Browser and Adobe Acrobat Reader.

- (i) Server Hardware: PCG will provide appropriate server space remotely for SCHOOL SYSTEM.
- (ii) Server Software: PCG will provide all server and database software for SCHOOL SYSTEM.
- (iii) Server Administration: PCG will provide all server administration including database back up, system account management, system security, and system maintenance. Any scheduled maintenance by PCG, including of its EasyTrac Services, or the scheduled maintenance of PCG's Internet provider, shall not be deemed a failure to provide the EasyTrac Services.
- (iv) Server Internet Connection: PCG will provide the connection of the server to the Internet at an appropriate speed to carry SCHOOL SYSTEM traffic at no additional cost. Otherwise, PCG does not provide the Internet connectivity to SCHOOL SYSTEM, and obtaining and maintaining such connectivity will be the sole responsibility of SCHOOL SYSTEM.

##### **B. Support**

*Helpdesk:* PCG will provide user support for EasyTrac™ as follows.

- (i) During the first full year of services (July 2020 – June 2021), email support will be provided via the email links on EasyTrac's Message Board page.
- (ii) During the second full year of services (July 2021 – June 2022), email support will be provided exclusively to those designated as Lead Medicaid Coordinator(s) and Lead Nurse within the SCHOOL SYSTEM. End user questions should be escalated to lead Medicaid Coordinators within the SCHOOL SYSTEM and then communicated to PCG as appropriate and

necessary.

- (iii) PCG will make all reasonable efforts to respond by the end of the second business day from receipt of any SCHOOL SYSTEM question.

***Initial Term Training:*** PCG will provide the following initial trainings to SCHOOL SYSTEM from Effective Date through October 2020:

- Two trainings for Speech Therapists (capped at 30 attendees per training)
- One training for Occupational and Physical Therapists (capped at 25 attendees)
- One training for Behavioral Health Providers (capped at 30 attendees per training)
- Three trainings for Nurses (capped at 25 attendees)

Each training session will be divided into two parts:

A. Lecture (approximately 2 hours for Related Services & 2.5 hours for Nursing Services)

B. Hands-on practice (integrated throughout)

PCG will provide up to 2 refresher training sessions (one for Related Services and one for Nursing Services) to SCHOOL SYSTEM in 2021-2022, if desired by SCHOOL SYSTEM, which PCG may deliver via webinar. Please see Exhibit B for information regarding additional trainings.

***Interim Training:*** SCHOOL SYSTEM is responsible for providing training to all new service providers that were not part of the initial term training.

## II. Claims Management

- A. PCG will prepare and maintain necessary paperwork for PCG to receive approval for submitting electronic claims and Remittance Advice to and from the approved Medicaid agency on behalf of SCHOOL SYSTEM.
- B. PCG will prepare, approve and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the ACHA school-based Medicaid program.
- C. Based on the information entered in EasyTrac™ by SCHOOL SYSTEM as well as the compliance check list options agreed in the Compliance Checklist, PCG will process, generate, and submit reimbursement claims to the appropriate Medicaid agency on behalf of SCHOOL SYSTEM.
- D. PCG will perform monthly Medicaid enrollment verification checks.

- E. PCG will review Remittance Advices and reconcile and correct denied claims as appropriate.
- F. PCG will provide audit preparation and defense on claims for payment submitted by PCG on behalf of SCHOOL SYSTEM.
- G. PCG will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum the AHCA school-based Medicaid program requirements for 5 years.
- H. PCG will safeguard student records in accordance with FERPA, applicable provisions of HIPAA, and all applicable Florida state laws.

### **III. Project Management**

#### **A. Monthly Reporting**

PCG will provide SCHOOL SYSTEM'S Medicaid Coordinator monthly reporting detailing:

- (i) Reimbursement
- (ii) Claim denials
- (iii) Service exceptions for parental consent, etc.

#### **B. Project Status Meetings**

PCG will meet via teleconference or on-site with SCHOOL SYSTEM'S Medicaid Coordinator to discuss the following:

- (i) Reimbursement
- (ii) Service exceptions for parental consent, etc.
- (iii) Provider documentation
- (iv) Provider feedback on EasyTrac™
- (v) SCHOOL SYSTEM feedback on PCG performance

### **SCHOOL SYSTEM**

- I. SCHOOL SYSTEM will designate a District Medicaid Coordinator who has decision making authority or reports directly to someone who has such decision-making authority with respect to all matters in this agreement. The individual will serve as PCG primary point of contact with SCHOOL SYSTEM.
- II. SCHOOL SYSTEM will actively participate in this project and be available for work sessions in accordance with an agreed upon work schedule and for other required tasks, activities and approvals necessary to meet the obligations of this agreement.

- III. If PCG provides training onsite, provide site for training with an appropriately configured computer for each trainee.
- IV. Assist PCG with the completion of paperwork for PCG to submit and receive electronic claims, payment remittances and Medicaid enrollment data on behalf of SCHOOL SYSTEM.
- V. SCHOOL SYSTEM will comply with SCHOOL SYSTEM requirements of the COMPLIANCE CHECKLIST as well as all applicable federal and State Medicaid law, regulations, rules, and requirements.
- VI. SCHOOL SYSTEM will enroll as a Medicaid provider and re-enroll as a Medicaid provider for billing transaction purposes as appropriate. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
- VII. SCHOOL SYSTEM will obtain and retain a National Provider Identifier (NPI) for billing transaction purposes.
- VIII. SCHOOL SYSTEM will initially set up and manage ongoing access and supervisor relationships for its health-related service providers in EasyTrac™.
- IX. SCHOOL SYSTEM will have its health-related service providers record all services they provide to special education students in EasyTrac™. PCG will not submit claims for any services not entered in EasyTrac™. PCG strongly recommends that service providers log services for all students, regardless of Medicaid enrollment, for all health-related services covered by the AHCA school-based Medicaid program.
- X. SCHOOL SYSTEM will obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure. SCHOOL SYSTEM will enter the one-time written consent dates in EasyTrac™.
- XI. SCHOOL SYSTEM will be responsible for the accuracy and completeness of the data its employees provide PCG for claim submission. Errors must be corrected as soon as possible. SCHOOL SYSTEM, not PCG, is accountable for any SCHOOL SYSTEM errors or omissions.
- XII. SCHOOL SYSTEM will be responsible for informing its EasyTrac™ users of all relevant privacy regulations and policies.
- XIII. If audited by the State or Federal Government or their agents, SCHOOL SYSTEM will disclose all Medicaid records required for audit purposes.

- XIV.** SCHOOL SYSTEM will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid requirements for 5 years.
- XV.** SCHOOL SYSTEM will ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. SCHOOL SYSTEM can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.

## **EXHIBIT B: COMPENSATION**

SCHOOL SYSTEM shall pay PCG for the services described in Exhibit A. PCG will not be obligated to continue work in project areas that do not generate significant Incremental Revenue to SCHOOL SYSTEM. Conversely, PCG is obligated to continue to work in project areas that do generate significant Incremental Revenue to SCHOOL SYSTEM.

Product/Service	Pricing <sup>^</sup>	Terms/Conditions
Medicaid Claiming for ESE Related Services	\$60,000/year*	
Medicaid Claiming for ESE Nursing Services	Minimum of \$20,000/year (see Terms/Conditions)	\$20,000 up to 30,000 paid claim lines \$25,000 up to 40,000 paid claim lines \$30,000 up to 50,000 paid claim lines \$35,000 up to 60,000 paid claim lines \$40,000 for 60,000+ paid claim lines
EDPlan Health Module	\$10,000/year*	
Plan of Care Document	\$2,000/year	
Paperclip	\$4,000/year	This annual fee will cover up to 3 GB of data. 3 GB will store approximately 60,000 pages, assuming an average page size of no more than 50KB. Each additional GB of data will cost \$500.  E.g., If 4 GB are used, the charge will be \$4,500.
Auto Text Feature	\$2,500 One-Time Fee	To be invoiced during the 2019-2020 year.

<sup>^</sup> For 2019-2020, the annual fees of \$96,000 (this assumes the minimum for “Medicaid Claiming or ESE Nursing Services”) will be pro-rated for two (2) months (May 2020 – June 2020), totaling \$16,000. Adding in the one-time fee for Auto Text (\$2,500) brings the 2019-2020 total to \$18,500 and this amount will be invoiced on May 30, 2020.

For 2020-2021, the annual fees are projected to be \$116,000 (this assumes \$40,000 for 60,000+ paid claim lines for “Medicaid Claiming for ESE Nursing Services”).

\* A 5% cost adjustment will be applied to the annual fees in 2021-2022 and beyond. For example, the annual fee for Medicaid Claiming for ESE Related Services in 2021-2022 will be  $\$60,000 \times 105\% = \$63,000$ .

Each year of service will run July 1 – June 30 and invoices will be issued quarterly based on the schedule below. For the “Medicaid Claiming for ESE Nursing Services”, PCG will assume the minimum annual fee of \$20,000 for the Q1-Q3 invoices, which will be \$5,000/quarter. In the final invoice of the fiscal year, PCG will calculate the total paid claim lines and then charge the difference. For example, if over 60,000 paid claim lines for ESE nursing services were received during July 1 – June 30, the Q4 invoice will be \$25,000 for the “Medicaid Claiming for ESE Nursing Services” line item (i.e., \$15,000 from Q1-3 plus \$25,000 from Q4, totaling \$40,000).

- Q1: October 1 (July 1 – Sept 30 services)
- Q2: January 1 (Oct 1– Dec 31 services)
- Q3: April 1 (Jan 1 – March 31 services)
- Q4: July 1 (April 1 – June 30 services)

### **Service Descriptions:**

- **EasyTrac™:** Web-based service documentation site and billing system for users to document all therapy services, behavioral and counseling services, nursing services, and transportation services.
- **EDPlan Health Module:** Comprehensive electronic health data management solution for all students. Health professionals can document all office encounters for both students and staff, track medication delivery and inventory, create Individual Health Plans (IHPs) and Office Visit letters, and run reports for screenings and health alerts.
- **Supervision Sign-off Feature:** PCG provides an electronic tracking and sign-off feature that enables supervisors to efficiently and effectively review service documentation completed by uncertified providers so that these services are valid for Medicaid claiming.
- **Goal Logging:** PCG provides a goal logging feature that allows the district log goal progress directly on the logging wizard.
- **Scheduling Tool and Calendar Logging:** Allows service providers to schedule individual and group services on and document service provision from their user calendar.
- **Paperclip Feature:** Allows users or administrative staff to upload and associate electronic documents, such as PDFs or Word documents, with a student's record. Files are stored within EasyTrac and available to download by other users with permissions to that student's documents. PCG will monitor the data usage and inform SCHOOL SYSTEM if the data is nearing the maximum of the current option. Annually, SCHOOL SYSTEM can choose to adjust the size limit if necessary or desired.
- **Auto Text Feature:** PCG provides an auto-text feature that the district can customize to assist therapists in completion of the comments in individual service notes. This should decrease the time required for therapists to enter documentation, as well as help ensure that key documentation areas are addressed in the notes. *Pricing: one-time fee of \$2,500.*

### **Optional Add-On Services:**

- **Additional Training Sessions:** PCG can provide additional in-person training sessions for either Related Services or Nursing Services, which would include two PCG representatives, a maximum of 30 providers per training, and approximately 2 hours per training session. *Pricing: \$2,500 per day (one day minimum).*

**“ADDENDUM A”  
TO  
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

*Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.*

**1. INDEMNIFICATION**

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

**2. INSURANCE**

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:  
    \$1,000,000.00 per occurrence  
    \$2,000,000.00 aggregate
2. Auto Liability Policy:  
    \$1,000,000.00 combined single limit  
    \$5,000,000.00 charter or common carrier
3. Worker's Compensation Policy:  
    \$100,000

*Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.*

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance (“COI”) shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

### **3. RESERVATION OF SOVEREIGN IMMUNITY**

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

### **4. GOVERNING LAW AND VENUE**

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

### **5. LEVEL II BACKGROUND SCREENING**

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

### **6. INDEPENDENT CONTRACTOR**

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

### **7. PUBLIC RECORDS**

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

## **8. STUDENT RECORDS**

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

**9. PAYMENT TERMS AND CONTINGENCIES**

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

***Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:***

Signature: Amy W Smith

Printed Name: Amy W Smith

Title: Manager

Date: 3-14-2020

INDEPENDENT CONTRACTOR  
WORKERS COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "Employee" as defined under Chapter 440 of the Florida Statutes describing the workers compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

Name of Vendor/Contractor: Public Consulting Group

Signature of Authorized Representative: Amy W Smith

Printed Name of Authorized Representative: Amy W Smith

Title of Authorized Representative: Manager

Date: 3-14-2020

## **MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS**

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

### **REGULATORY COMPLIANCE STATEMENT**

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.
8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

**PUBLIC ENTITY CRIME BAR:** A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

**DISCRIMINATORY VENDOR BAR:** AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

**THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.**

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**CERTIFICATION REGARDING NON-DISCRIMINATION**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **CERTIFICATION REGARDING LOBBYING**

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

**A.** ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

**B.** HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

**C.** ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

**D.** HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

**IDENTICAL TIE BIDS** – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA     )  
COUNTY OF CLAY     )

My name is (*INSERT NAME* \_\_\_\_\_). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (*INSERT NAME OF COMPANY* \_\_\_\_\_) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* \_\_\_\_\_) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## Florida Medicaid Billing Services Compliance Checklist

### Effective as of School Year 2019 – 2020

Public Consulting Group, Inc. (PCG) has been retained by **Clay County District Schools**, hereafter referred to as “School District,” to provide Medicaid billing services pursuant to the **Florida** Medicaid school-based billing program. This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. *PCG and School District will review the Compliance Checklist together before the start of each school year and make any necessary changes or updates.*

PCG and School District also agree that the Compliance Checklist is subject to, and incorporated by reference into, the parties’ Medicaid billing services contract. This Compliance Checklist will immediately cease to be effective upon the termination or expiration of the Medicaid billing services contract. The parties intend for the Compliance Checklist to be fully consistent with applicable law, regulation, and Medicaid requirements.

**All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District’s failure to maintain the required documentation could result in adverse audit findings and the recoupment of Medicaid payments.**

- **School District is responsible for the accuracy of the data it enters into EDPlan™, hereafter referred to as “PCG System,” and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when the student is not in attendance and student attendance data does not show student as “present” in school.**
- **School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School District is responsible for producing all required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School District is responsible for controlling user access to the PCG System, including managing passwords and activating and inactivating user access.**

PCG will perform a review of certain School District data before using that data to bill Medicaid on behalf of School District. The purpose of such “pre-billing checks” is to help School District avoid the submission of claims to Medicaid that do not satisfy basic Medicaid requirements. However, the responsibility for accurate data and proper documentation remains with School District.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. Each requirement is followed by one or more compliance approaches to be selected by School District. It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.

Please contact your PCG client representative if you have any questions about the foregoing outline, or any of the items below



## Services

PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services. (Check all that apply.)

- ☐ Behavioral Support
- ☐ Nursing (LPN and RN)
- ☐ Occupational Therapy
- ☐ Physical Therapy
- ☐ Psychological Services
- ☐ Social Worker Services
- ☐ Speech and/or Language Services
- ☐ Transportation

## Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve School District of its responsibility to provide accurate data and to maintain the necessary documentation.

### **1. Medicaid ID**

**REQUIREMENT:** Every student for whom a service is provided must have a Medicaid ID.

*School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID and if the Medicaid ID that the School District has provided on behalf of the student is accurate.*

**PCG will check the presence of a Medicaid ID, based on School District data.**

Before billing Medicaid, PCG will check to confirm that the student has a Medicaid ID. If the student does not have a Medicaid ID, the service will not be billed. PCG cannot automatically check the accuracy of the offered Medicaid ID.

***How should PCG expect to receive this information from School District?***

☐ PCG will submit student demographic information entered by School District to the State's Medicaid Eligibility Verification System to determine if the student has a Medicaid ID and to obtain the Medicaid ID if it exists.

☐ School District will enter the Medicaid ID into the PCG System.

### **Project Specific Details**

N/A
-----



## 2. Age

**REQUIREMENT:** Each service submitted to Medicaid must be age appropriate.

*School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.*

**PCG will check student Age, based on School District data.**

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be over 3 years old if receiving a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

**Age Range: Over 3 years old and under 21 years old**

### Project Specific Details

N/A

## 3. Diagnosis Code

**REQUIREMENT:** Each service submitted to Medicaid must include a diagnosis code.

*School District is solely responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system. PCG will not check or confirm the accuracy or correctness of the diagnosis code that School District selects.*

**PCG will check that School District provided a diagnosis code, based on School District data.**

Before billing Medicaid, PCG will check that School District has provided a diagnosis code. School District will comply, to the extent applicable, with federal law, regulation, and the Medicaid Certified School Match Coverage and Limitations Handbook published by the Florida Agency for Health Care Administration (AHCA), provided that PCG will not check on such compliance. If a diagnosis code is not provided by School District, the service will not be billed.

**Please select the method by which diagnosis codes are provided to PCG:**

- ☐ Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.
- ☐ Provider-selected diagnosis code will be documented in the Plan of Care in the PCG System. PCG will extract the diagnosis codes prior to each billing cycle.
- ☐ Diagnosis code will be documented in the PCG System through a methodology approved by the State Medicaid agency, described below. Additional documentation



must be provided in the Project Specific Details below to support the documentation of diagnosis codes in this manner.

### **Project Specific Details**

For specialized transportation services, if there was a specialized transportation service provided to a student on the same day as a previously reimbursed service of a different nature, PCG will apply the diagnosis code from the previously reimbursed service to the specialized transportation claim.

### **4. Documentation of Medical Necessity**

According to the definition of medical necessity in the Florida Medicaid Provider General Handbook, Appendix D, Medicaid reimburses for services that are determined medically necessary and do not duplicate another provider's service. School Districts will refer to AHCA's Definitions Policy for a definition of "Medically Necessary or Medical Necessity".

#### **4a. Individual Educational Plan (IEP)/Individual Family Service Plan (IFSP) Dates**

**REQUIREMENT:** Each service submitted by School District to PCG that requires an IEP/IFSP for Medicaid billing must be supported by an IEP/IFSP effective on the date of service documented by School District.

*School District is responsible ensuring that the IEP/IFSP includes the student's name; description of medical condition; achievable, measurable, and time-related goals and objectives that are related to the functioning of the student; the type of services the student will need; the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP/IFSP includes these items; School District must check and confirm that the applicable IEP/IFSP has all necessary information for any service that School District submitted pursuant to that IEP/IFSP.*

- ☐ **PCG will check that service delivery dates are within the IEP/IFSP date span, based on School District data.**

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP/IFSP date spans provided to PCG by School District. If the service date is not within the IEP/IFSP date spans, the service will not be billed.

***How should PCG expect to receive this information from School District? (Select One)***

- ☐ School District will enter the IEP/IFSP dates into the PCG System.
- ☐ School District will submit IEP/IFSP dates to PCG in an agreed upon format via secure transmission.

- ☐ **PCG will not check IEP/IFSP Dates.**

PCG will not perform a pre-billing check of IEP/IFSP dates.



**Project Specific Details**

N/A

**5. Referral/Order/Physician Authorization**

**REQUIREMENT:** Certain specified services must be ordered or referred in writing by a physician (M.D. or D.O.) or licensed practitioner to be covered by Medicaid; the referral/order/authorization prescription must be updated annually and maintained in the student's health record.

*School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.*

- ☐ **PCG will check the date of the physician's order, referral, or authorization prior to billing, based on School District data.**

Before billing Medicaid for a specified service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

***How should PCG expect to receive this information from School District? (Select One)***

- ☐ School District will enter physician's order, referral, or authorization data into the PCG System.
- ☐ School District will submit physician's order, referral, or authorization data to PCG in an agreed upon format via secure transmission.

- ☐ **PCG will not check for the physician's order, referral, or authorization.**

PCG will not perform a pre-billing check of referral/order/physician authorization.

**Project Specific Details**

N/A

**6. Supervisor Sign-Off**

**REQUIREMENT:** Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment, assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.



*School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.*

☐ **PCG will check for Supervisor Sign-Off prior to billing, based on School District data.**

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by the supervising provider. If the services are not approved, the services will not be billed.

☐ **PCG will not check for Supervisor Sign-Off.**

PCG will not perform a pre-billing check of Supervisor Sign-Off.

**Project Specific Details**

N/A

**7. Provider Qualifications**

**REQUIREMENT:** All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules.

*School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.*

☐ **PCG will check that date of service was a date on which provider met Medicaid and State license/certification requirements, based on School District data.**

Before billing Medicaid for a documented service, PCG will check that the date of service was within the period that the provider met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

☐ **PCG will check for non-billable date ranges for designated providers, based on School System data.**

Before billing Medicaid for a documented service, PCG will exclude services logged by designated providers for indicated non-billable date ranges. These dates will be managed by School System via the designated providers' User Info page within the PCG System.

***How should PCG expect to receive this information from School District? (Select One)***

☐ School District will enter the Provider qualifications data into PCG System.



☐ School District will submit Provider qualifications data to PCG in an agreed-upon format via secure transmission.

☐ **PCG will not check provider qualifications.**

PCG will not perform a pre-billing check of provider qualifications.

**Project Specific Details**

N/A

**8. Parental Consent to Access Public Benefits or Insurance**

**REQUIREMENT:** Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing information concerning a child's or parent's public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child's personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the one-time consent must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access information concerning their or their child's public benefits or insurance to pay for services under the IDEA.

*Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.*

☐ **PCG will check for parental consent to access public benefits, based on School District data.**

PCG will check that the most recent parental consent for a student is a "Yes". If it is a "No" or there is no parental consent on file for the student, then services will not be claimed.

***How should PCG expect to receive this information from School District? (Select One)***

☐ School District will enter the date of parent consent and revocation of such consent, if applicable, into PCG System.

☐ School District will submit parental consent data to PCG in an agreed-upon format via secure transmission.

☐ **PCG will not check for parental consent.**

PCG will not perform a pre-billing check of parental consent.

**Project Specific Details**

N/A
-----

**9. Specialized Transportation Services**

**REQUIREMENT:** School District must maintain evidence that the student received *specialized* transportation on the date of a billed transportation service, and that the student received a Medicaid-covered direct service on the same day.

*School District is responsible for ensuring that only specialized transportation services that meet the Medicaid qualifications are documented in the PCG System, and to obtain and maintain documentation.*

- ☐ **PCG will check that there is paid Medicaid covered direct service on the same day of the specialized transportation service.**

Before billing Medicaid, PCG will check that there is an *approved* Medicaid covered direct service on the date of the specialized transportation service. If the service date does not fall on the same date as an *approved* Medicaid-covered direct service, the service will not be billed.

***How should PCG expect to receive this information from School District? (Select One)***

- ☐ School District will enter specialized transportation data into the PCG System.
- ☐ School District will submit specialized transportation data to PCG in an agreed upon format via secure transmission.
- ☐ **PCG will not check for specialized transportation services.**
- PCG will not perform a pre-billing check of specialized transportation.
- ☐ **School District will not be billing transportation services.**

**Project Specific Details**

N/A
-----

**10. Non-School Days (Weekends, Holidays, etc.)**

**REQUIREMENT:** Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

*School District is responsible for maintaining information about Non-School Days including weather-related closures and other changes to the School District's PCG System calendar.*

- ☐ **PCG will check Non-School Days before billing, based on School District data.**



Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District's PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

☐ **PCG will check Weekends before billing, based on School District data.**

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District's PCG System calendar. If the service date falls on a weekend, the service will not be billed.

**Project Specific Details**

N/A
-----



**Additional Project Specific Pre-Billing Checks**

The services selected above and in the Medicaid Billing Services Compliance Checklist will be subject to the following additional requirements.

**11. Recordkeeping and Documentation Requirements**

**REQUIREMENT:** *As directed by AHCA, School District will adhere to the Recordkeeping and Documentation Requirements as set forth in Florida Administrative Code Rule 59G-1.054, including the following requirement: Sign and date each medical record within two business days from the date and time of service, or otherwise authenticate the record by signature, written initials, or computer entry. Electronic signatures are permissible as defined in Chapter 668, Part I, F.S.*

School District is responsible for rules outside the scope of these Recordkeeping and Documentation Requirements.

- ☐ **PCG will check Recordkeeping and Documentation Requirements that service notes entered into the PCG System are within two business days from the date of service, based on School District data.**

Before billing Medicaid, PCG will check Recordkeeping and Documentation Requirements. If the Recordkeeping and Documentation Requirements rule was not met, the service will not be billed.

***How should PCG expect to receive this information from School District? (Select One)***

- ☐ School District will enter data into the PCG System.
- ☐ School District will submit data to PCG in an agreed upon format via secure transmission.

- ☐ **PCG will not engage in any effort to confirm School District's adherence to the above requirement.**

**In the event that School District wishes to make any changes to the foregoing selections, PCG will coordinate with School District to prepare a revised Compliance Checklist.**

**The undersigned School District Representative makes and understands the selection of options listed on the Compliance Checklist.**

---

**Authorized Client Representative Signature**

**Printed Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Date:** Click or tap to enter a date.