

APPROVED

With Comments Below Addressed 190000

AGREEMENT / CONTRACT REVIEW FORM BOARD MEETING DATE:
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: **March 21, 2018**
 Contact Name (Person Overseeing the Contract): **Terry D. Roth** Telephone Number: **904-336-6866**
 School/Department Submitting Contract: **County Office/Exceptional Student Education**
 Vendor Name: **SEMINOLE COUNTY PUBLIC SCHOOLS SANFORD V0900005218**
 Contract Title: **MAC Agreement with the School Board of Seminole County 2018-2019**
 Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: **03/24/2000** Prior Year's Pricing: **No cost**
 Contract Term: **July 1, 2018 - June 30, 2019** Renewal Option(s):
 Contract Cost: **No cost** Payment Schedule (Are the payments made monthly, when task is finished, etc): **Monthly**
 Funding Source: **No cost**

Strategic Plan Tie-In Explanation: **2.4. Participating in the consortium improves the administrative claiming process, increasing the resources available to provide services to students with disabilities.**

Background/Discussion/Research/Alternatives: **Collaborating with Seminole County will provide for a continued, statistically valid sample of personnel to ensure the uninterrupted reimbursement of Medicaid Administrative Claiming. (MAC) This is a no cost agreement to the school Board of Clay County.**

RECEIVED
MAR 21 2018
PURCHASING

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach Word document.

Completed Contract Review Form
 Original Contract and all Terms & Conditions that apply with the Contract
 N/A SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)
 N/A Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.]

Approvals		Comments
Superintendent:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	
Review Date:		
District Attorney:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	See Corrections in Document addressed Seminole Co. notified of clerical errors.
Review Date: 04/02/18		
Information & Technology:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	
Review Date: 4/2/18		
Finance:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	
Review Date: 4/3/18		
Insurance Certificate:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	Not required. Government Entity
Review Date: 4/2/18		
Purchasing:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	Same as prior year accepted as Noted, Section 3.17 this Agreement + (3.19 prior Agreement - ?) attached EMACS PROGRAM is now free + that is why 3.19 was taken out.
Review Date: 3/28/2018		

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July 2018, by and between

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
(hereinafter referred to as "SBCC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
900 Walnut Street, Green Cove Springs, Florida 32043

and

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
(hereinafter referred to as "SBSC"),
whose principal place of business is
400 East Lake Mary Boulevard, Sanford, Florida, 32773.

WHEREAS, both School Boards have a common and concurrent interest in providing data and sharing statistics for the purpose of being reimbursed for Medicaid Administrative Claiming activities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to establish and maintain a process to determine statistically valid time sample results with approved staff as a function of the Medicaid Administrative Claiming reimbursement process. Both School Boards shall be subject to the following terms:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

- 2.01 **Term of Agreement.** The term of this Agreement shall commence on July 1, 2018 and conclude on June 30, 2019, unless terminated as provided herein.
- 2.02 **Responsibilities of SBCC.**
- 2.02.1 Provide a pool of employee names who are eligible to be sampled based upon selected job codes in accordance with those allowable as stated in the School District Administrative Claiming (SDAC) Guide dated November 2013 and whose incumbents have the potential to engage in Administrative Claiming Activities. Only certain staff positions are to be included in the time study process upon mutual concurrence among all parties participating in this agreement and upon the review and approval of Agency for Health Care Administration (AHCA).
- 2.02.2 Monitor random moment samples, generated by the Electronic Medicaid Administrative Claiming System (EMACS) as provided by SBSC during four fiscal quarters in the school year.
- 2.02.3 Code the status of each sample moment to effectively and accurately record the performance of school district personnel activities as delineated in the Medicaid School District Administrative Claiming Guide.
- 2.02.4 Provide periodic training to SBCC employees who will be responsible for coding the quarterly activities of district personnel delineated on the sample forms. Districts will be responsible for the training in accordance with Chapter 5 of the AHCA SDAC Guide.
- 2.02.5 The Florida Department of Education (FDOE) has contracted with SBSC to provide management services free of charge to all school districts in the state of Florida. There will be at no cost to the districts for the EMACS Administrative Services. *This*
- 2.02.6 SBCC shall maintain and be able to produce requested records and materials for AHCA audits.
- 2.02.7 Any recoupment of funds due to an audit exception, deferral or denial deemed appropriate by the AHCA will be the responsibility of the SBCC, even after withdrawal from the program.

2.03 **Responsibilities of SBSC**

- 2.03.1 Pursuant to this agreement, SBSC will be acting solely as a data manager and data processor for SBCC.
- 2.03.2 Annually collect school district calendars and scheduled work hours for relevant staff positions from SBCC.
- 2.03.3 Quarterly collect personnel rosters from SBCC and perform data entry relative to creating a sample pool of individuals.
- 2.03.4 Quarterly generate the prorated share of random moment sample forms utilizing the EMACS system.
- 2.03.5 One hundred percent of all returned random moment sample forms will be reviewed for the purposes of quality control. In instances where there is a disagreement on the coding of a particular sample moment form by the district coder, AHCA will be contacted, in writing, to ensure the consistency of activity selection. The University of South Florida student services IDEA Discretionary Project will be copied on any such correspondence.
- 2.03.6 Quarterly sample results will be shared with all participating districts upon receipt from ACHA. *AHCA*
- 2.03.7 Retain all administrative claiming data in accordance with Medicaid and FDOE record retention requirements.

2.04 **Mutual Agreements**

Independent contractors: SBSC and SBCC are independent contractors. Nothing contained herein shall constitute or designate either party's employees or agents as agents or employees of the other party. Each party remains solely responsible for its own cost report and claim that will be submitted to the Agency for Health Care Administration (AHCA).

2.05 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, or disability.

3.04 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.0701, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-320-0000, DEBORAH CAUDILL@SCPS.K12.FL.US, 400 EAST LAKE MARY BLVD, SANFORD, FL 32773.

3.05 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.06 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.07 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Eighteenth Judicial Circuit of Seminole County, Florida. ✓

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBCC.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of SBCC under the terms of this Agreement are reasonably susceptible of being performed in Clay County, Florida and shall be payable and performable in Clay County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

- To SBCC: Superintendent of Schools
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
- With a Copy to: Marsha Skiles
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
- To SBSC: Dr. Walt Griffin
Superintendent of Schools
The School Board of Seminole County, Florida
400 East Lake Mary Boulevard
Sanford, Florida 32773
- With a Copy to: Dr. Michelle Walsh
The School Board of Seminole County, Florida
400 East Lake Mary Boulevard
Sanford, Florida 32773

3.17 **Termination.** Either party may terminate this Agreement. The terminating party shall give the other party thirty (30) days written notice prior to the start of the first day of the next survey quarter of its intention to terminate this Agreement. When written notice is given, this Agreement shall terminate upon the completion of the final review by the SBSC District Manager of the current quarter random moment samples, but no longer than thirty (30) days after the current quarter ends.

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBCC

(Corporate Seal)

**THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA**

ATTEST:

By _____
School Board Chair

Superintendent of Schools

Approved as to Form:

School Board Attorney

FOR SBSC

(Corporate Seal)

**THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA**

ATTEST:

By _____
Amy L. Lockhart
Amy Lockhart, Chairman

Walt Griffin

Walt Griffin, Ed.D., Superintendent

Michelle M. Walsh

Michelle Walsh, PhD
Exceptional Student Education, Executive Director
Witness

Deborah Caudill

Deborah Caudill
Coordinator – Medicaid/Health Services

Witness