

# AGREEMENT

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of July 2016, 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  
23 South Green 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, 2016 and conclude on June 30, 2017, 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.
- 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 share with all participating districts upon receipt from ACHA.
- 2.03.7 Retain all administrative claiming data in accordance with Medicaid and FDOE record retention requirements.

2.03.8 **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 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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<br>The School Board of Clay County, Florida<br>23 South Green Street<br>Green Cove Springs, Florida 32043                     |
| With a Copy to: | Marsha Skiles<br>The School Board of Clay County, Florida<br>23 South Green Street<br>Green Cove Springs, Florida 32043                                 |
| To SBSC:        | Dr. Walt Griffin<br>Superintendent of Schools<br>The School Board of Seminole County, Florida<br>400 East Lake Mary Boulevard<br>Sanford, Florida 32773 |
| With a Copy to: | Dr. Michelle Walsh<br>The School Board of Seminole County, Florida<br>400 East Lake Mary Boulevard<br>Sanford, Florida 32773                            |

3.17 **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.

3.18 **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.

3.19 **Excess Funds.** Any party receiving funds paid by SBCC under this Agreement agrees to promptly notify SBCC of any funds erroneously received from SBCC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBCC with interest calculated from the date of the erroneous payment or overpayment is noticed to the SBSC subject to confirmation of the overpayment by both parties. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBCC.

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 \_\_\_\_\_  
*Tina Calderone*  
Tina Calderone, 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