



Duplicate Original

August 8, 2013

Tim Wyrosdick
Superintendent
Santa Rosa County School District
5086 Canal Street
Milton, FL 32570

RE: "Letter-of-Agreement"

Dear Superintendent Wyrosdick:

I am writing in order to confirm the applicable terms and conditions concerning the various products, services and technical assistance that Accelify, LLC ("Accelify") d/b/a Educational Services & Products, LLC ("ESP") will be providing to the Santa Rosa County School District (the "school district") throughout the term of this "Letter-of-Agreement". In this regard, those terms and conditions are as follows:

1. **Duties and Responsibilities of Accelify/ESP:** In conjunction with this "Letter-Of-Agreement", Accelify/ESP will do the following:
 - (a) Provide all of the products, services and/or technical assistance that are necessary in order for the school district to be able to submit appropriate claims to the State of Florida's Title XIX/Medicaid Program and, if/as applicable, its Title XXI/State Children's Health Insurance Program ("SCHIP") with respect to the costs it incurs in providing claimable health-related services to its Exceptional Student Education ("ESE") students pursuant to appropriate "Individual Education Plans" (i.e., "Fee-For-Service"/"FFS" claims) for the prospective period that is covered by this "Letter-Of-Agreement" and for any applicable retroactive period (Note: In doing so, Accelify/ESP will utilize the latest version of its Web-based billing software, which has been designed to facilitate the claims development process – and the claims submission process – per the applicable policies and procedures that have been established by the U.S. Department of Health and Human Services' ("DHHS") Centers for Medicare and Medicaid Services ("CMS") and the State of Florida's Agency for Health Care Administration ("AHCA"));
 - (b) Provide the school district with a copy of all of its FFS claims – and with Compact Discs ("CDs") that contain electronic copies of those claims and all of the applicable back-up information/source documents concerning those claims (Note: The school district will retain the *originals* of all such back-up information/source documents);
 - (c) Store electronic copies of all of the school district's FFS claims – and all of the applicable back-up information/source documents concerning those claims – in a protected, archival environment;

- (d) Implement any modifications/upgrades in its processes and/or systems that are required as the result of any changes in the policies and/or procedures of DHHS/CMS and/or AHCA with respect to FFS claiming;
 - (e) Provide appropriate training, on an “as needed/as requested” basis, in order to ensure that the school district’s affected staff are able to comply with all of the applicable regulations, rules, etc. of DHHS/CMS and AHCA with respect to FFS claiming;
 - (f) Provide “Help Desk” support throughout the term of this “Letter-of Agreement” (Note: In conjunction with this activity, Accelify/ESP will make available a toll-free number that can be utilized by the school district’s staff to contact Accelify/ESP’s “Help Desk” personnel);
 - (g) Establish and maintain a Website that can be accessed by the school district’s staff on an “as needed” basis (Note: This Website will include, at a minimum, the following information: the names, telephone numbers and E-mail addresses for all of the Accelify/ESP staff who will be providing services to the school district; copies of the curricula – and/or materials – that are utilized in conjunction with Accelify/ESP’s “Training Programs”; copies of informational materials concerning FFS claiming; and links to related Websites; etc.);
 - (h) Inform the school district if/as problems, delays or adverse conditions occur that will materially impact Accelify/ESP’s ability to provide products, services and/or technical assistance to the school district (Note: In doing so, Accelify/ESP will provide the school district with a report of any action taken, or contemplated, by Accelify/ESP – and any assistance that will be required by the school district – in conjunction with any such problems, delays or adverse conditions);
 - (i) Provide the school district with periodic “Progress Reports” concerning the FFS claims that Accelify/ESP has developed on behalf of the school district (Note: These “Progress Reports” will indicate the total amount of such claims that Accelify/ESP has developed for the school district – and the status of same: i.e., Paid, Pending or Denied);
 - (j) Ensure that all of its staff who enter upon the school district’s properties have been properly cleared per the requirements of the Jessica Lunsford Act – including, as applicable, registration and background checks with Level II fingerprint clearance; and
 - (k) Provide other reasonable assistance as requested by the school district.
2. **Duties and Responsibilities of the School District:** In conjunction with this “Letter-Of-Agreement”, the school district will do the following:
- (a) Assign a Project Liaison to Accelify/ESP who has decision-making authority – or who reports directly to someone who had such decision-making authority – with respect to all matters concerning this “Letter-of-Agreement”;
 - (b) Furnish copies, either electronically or in paper format, of all of the data and/or documents that Accelify/ESP will need in order to meet all of its obligations with

respect to this “Letter-of-Agreement” (Note: These copies will contain accurate and complete information – and they will be provided by the school district without charge to Accelify/ESP);

- (c) Be responsible for the performance of its employees and agents – and for the accuracy and completeness of all of the data and/or documents that they provide to Accelify/ESP (Note: Accelify/ESP will return any forms that are missing requisite signatures and/or required information – and, after it receives back the completed/corrected forms, Accelify/ESP will process them in its next claims processing cycle);
 - (d) Execute, if/as necessary, “Inter-agency Agreements” – and/or any similar contractual documents – with applicable departments or agents of the State of Florida that provide for cooperation with respect to any matters that are essential to this “Letter-of-Agreement”;
 - (e) Provide, on an “as needed/as requested” basis, temporary workspace and telephones in the school district’s offices during normal business hours on those days that Accelify/ESP is performing on-site services per this “Letter-of-Agreement” (Note: Accelify/ESP will be responsible for all of its own clerical services, IT needs, and long-distance charges with respect to this temporary workspace);
 - (f) Provide Accelify/ESP with copies of all of its Service Providers’ Certificates, Licenses, etc.;
 - (g) Have its applicable staff utilize Accelify/ESP’s Web-based application – or fill out “Service Delivery Logs” – in order to record claimable time for reimbursable services;
 - (h) Provide appropriate facilities for Accelify/ESP to provide “Training Programs” for any of the school district’s staff who will be utilizing Accelify’s Web-based applications or filling out “Service Delivery Logs”;
 - (i) Provide – and/or assist Accelify/ESP with obtaining access to and/or copies of – any data and/or documents that are necessary for Accelify/ESP to perform its obligations per this “Letter-of-Agreement”;
 - (j) Maintain a link on its Website to Accelify/ESP’s Website – and identify Accelify/ESP as its Medicaid Billing Agent thereon; and
 - (k) Provide other reasonable assistance as requested by Accelify/ESP.
3. **Compliance:** Accelify/ESP will ensure that all of the FFS claims that it develops for the school district are in full compliance with all of the applicable policies and procedures that have been established by DHHS/CMS and AHCA. In addition, Accelify/ESP will keep the school district fully informed with respect to any changes that occur with respect to those policies and procedures.
4. **Confidentiality:** During the term of this “Letter-of-Agreement”, Accelify/ESP may divulge confidential and/or proprietary information – including, but not necessarily limited to, its

trade secrets and methodologies – to agents, consultants, contractors, employees, members, etc. of the school district. In this regard, the school district agrees not to disclose any such information to any third party entity without the prior written consent of Accelify/ESP, except as otherwise ordered by a court of competent jurisdiction or in conjunction with a properly filed Freedom Of Information Act (“FOIA”) request.

In addition to the above, the school district also agrees not to disclose the terms and conditions of this “Letter-of-Agreement” to any third party entity unless it has obtained, in advance and in writing, Accelify/ESP’s permission to do so. The only exceptions to this obligation will occur if the school district is ordered by a court of competent jurisdiction to make such a disclosure – or if it is obligated to make such a disclosure per a properly filed FOIA request.

The school district also agrees to inform all of its agents, consultants, contractors, employees, members, etc. who will be working with Accelify/ESP per this “Letter-of-Agreement” about the above-cited confidentiality and non-disclosure provisions. In addition, the school district agrees to immediately notify Accelify/ESP if/as it becomes aware of any violations of those confidentiality and/or non-disclosure.

In accordance with section 119.0701, Accelify expressly agrees to maintain any public documents in its possession concerning its work on behalf of the school district and make them subject to disclosure if required by section 119.0701.

5. **Limitation Of Liability:** Accelify/ESP’s maximum liability for any matter arising under – or related to – this “Letter-of-Agreement” may not exceed, in total, the amount of fees that Accelify/ESP has received in conjunction with same (Note: This maximum liability will include any payments from any of Accelify/ESP’s applicable insurance policies). Similarly, the school district’s maximum liability for any matter arising under – or related to – this “Letter-of-Agreement” may not exceed, in total, the amount of Medicaid funds that it has received in conjunction with same (Note: This maximum liability will include any payments from any of the school district’s applicable insurance policies).
6. **Meetings:** Representatives from Accelify/ESP and the school district will meet on an “as needed/as requested” basis. These meetings will take place, as appropriate, in-person, via Conference Calls, or via Tele-Conferences.
7. **Fees:** In return for the products, services and technical assistance to be provided hereunder by Accelify/ESP, the school district will pay Accelify/ESP an all-inclusive fee of \$2,400 per month. These monthly fees are the only amounts that Accelify/ESP will be entitled to receive in conjunction with the products, services, and technical assistance that it provides to the school district per this “Letter-of-Agreement”.
8. **Invoices and Payments:** Accelify/ESP will submit appropriate “Invoices” to the school district on a monthly basis – and those “Invoices” will be payable upon the school district’s receipt of same. In this regard, the school district will notify Accelify/ESP within five (5) days of its receipt of each such “Invoice” if any additional information will be needed before it will process the “Invoice” for payment.

9. **Term:** This “Letter-of-Agreement” will remain in full force and effect from July 1, 2013 through June 30, 2014 – and it will automatically renew for additional one (1) year terms unless one of the parties hereto has given at least ninety (90) days advance written notice to the other party of its intent not to renew for another 1-year term. Notwithstanding the above, either party may unilaterally cancel this “Letter-of-Agreement” for cause at any point during the initial term – or any renewal term – of this “Letter-of-Agreement” by giving ninety (90) days advance written notice to the other party.
10. **Expiration/Termination:** Upon the expiration of this “Letter-of-Agreement” – or upon its receipt of a “Notice-of-Termination” from the school district – Accelify/ESP will cease working as of the applicable date and preserve all of its records and documents concerning the products, services and/or technical assistance that it had been providing to the school district. Thereafter, upon receipt of its final payment from the school district, Accelify/ESP will transfer all such records and documents to the school district (Note: Accelify/ESP will have the right to retain copies of all such records and documents). In order to ensure an orderly and non-disruptive business continuance, each party will help the other in the orderly close-out of this “Letter-of-Agreement”.

Notwithstanding the expiration or termination of this “Letter-of-Agreement”, the obligation of the school district to make payments to Accelify/ESP for work-in-process, claims submitted, and claims pending as of the effective date of the expiration or termination will continue in full force and effect. Similarly, Accelify/ESP will be obligated to provide all of the specified services, products and technical assistance to the school district through the effective date of the expiration of – or the termination of – this “Letter-of-Agreement”.

Notwithstanding the above, should this “Letter-of-Agreement” expire or be terminated at a point in time when certain FFS claims are in the process of being completed, Accelify/ESP will be allowed to finish its work on those claims – and will be entitled to receive its specified fee from the school district if/when those claims are paid. In this regard, both parties will work cooperatively to ensure that all such “in process” claims are developed – and submitted to the State of Florida – in a timely manner.

11. **Waivers:** Accelify/ESP hereby waives any claims against the school district – and agrees not to hold the school district liable for any personal injury or property damages incurred by it or its staff in conjunction with this “Letter-of-Agreement” – unless the school district is found, in a court of competent jurisdiction, to be directly responsible for such injury or damages as a result of the gross negligence, or malicious intentional misconduct of one or more of its agents, consultants, contractors, employees, members, etc. who were acting within their scope, duties and responsibilities. Similarly, the school district hereby waives any claims against Accelify/ESP – and agrees not to hold Accelify/ESP liable for any personal injury or property damages incurred by it or its staff in conjunction with this “Letter-of-Agreement” – unless Accelify/ESP is found, in a court of competent jurisdiction, to be directly responsible for such injury or damages as a result of the gross negligence, or malicious intentional misconduct of one or more of its agents, consultants, contractors, employees, members, etc. who were acting within their scope, duties and responsibilities.
12. **Amendment:** This “Letter-of-Agreement” can only be amended via a written “Amendment” that is signed by both of the parties hereto. The terms and conditions that are set forth in



any such “Amendments” will take precedence over the terms and conditions that are set forth herein – and the terms and conditions that are set forth in each succeeding “Amendment” will take precedence over the terms and conditions of any prior “Amendment”.

13. Arbitration: Any controversy or claim arising out of or related to this “Letter-of-Agreement” – or any breach thereof – must be settled via arbitration that is administered in accordance with the rules of the American Arbitration Association. Any subsequent award that is rendered by the selected arbitrator(s) may be entered into any court that has proper jurisdiction over the parties hereto – and the subject matter hereof – this “Letter-of-Agreement”.

14. Miscellaneous:

- (a) Accelify/ESP will provide all of its products, services and technical assistance in accordance with the generally accepted professional standards for this type of work; and
- (b) Accelify/ESP will provide its products, services and/or technical assistance at such locations as the school district and Accelify/ESP mutually deem to be appropriate.

Please acknowledge your understanding of – and your agreement with – all of the terms and conditions that are set forth in this “Letter-of-Agreement” by signing below where indicated and returning this document to me (Note: A Duplicate Original is enclosed for your files). In addition, please feel free to contact me if you have any questions and/or if I can provide you with any further information concerning this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alex Brecher', with a long horizontal flourish extending to the right.

Alex Brecher
Chief Operating Officer

ACKNOWLEDGMENT

On behalf of the Santa Rosa County School District, I, Tim Wyrosdick, hereby acknowledge that I understand – and that I am in agreement with – all of the terms and conditions that are set forth in this “Letter-of-Agreement”. In this regard, I hereby indicate that understanding – and that agreement – as follows:



Phone: 888.9ACCELIFY Fax: 877.9ACCELIFY
www.accelify.com

Tim Wyrosdick
Superintendent

Date