




Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Jesse Bacon, Superintendent
Adrienne Usher, Assistant Superintendent for Student Learning
Becky Sexton, Assistant Superintendent for Support Services
Lisa Lewis, Director of Finance

FROM: Troy Kolb, Director of Special Education 

DATE: October 7, 2020

RE: Third Party Medicaid Billing Contract

Bullitt County Public Schools utilizes a third party agency as a provider of the documentation platform for purposes of billing Medicaid for reimbursement costs associated with providing therapeutic and medical services. Presently, this third party is the Kentucky School Boards Association (KSBA). During the summer of 2020, the KSBA transitioned from the documentation platform ezEdMed to CompuClaim. While the new platform was described as easy to use and time saving, our experience thus far has been the opposite. The result of this switch has caused delays in services to students due to a much more complex and tedious data input process required of the staff working in the system.

The Department of Special Education is requesting permission to change Medicaid billing documentation platforms for BCPS from the KSBA provided CompuClaim back to ezEdMed by entering into contract with the company that owns ezEdMed, InfoHandler. The subscription agreement for InfoHandler and the LEA Provider agreement for the Kentucky Medical Assistance Program (KMAP) are attached for review. These documents have been reviewed and approved by Eric Farris.

Please let me know if you have any questions about this request.

SUBSCRIPTION AGREEMENT

ezEdMed Service

Customer	Bullitt County Public Schools	Original ezEdMed Order Date
Contact	Troy Kolb	
	<i>Contact person for scheduling trainings, obtaining data, email notices, etc.</i>	
Address	1040 Highway 44 East, Shepherdsville, KY 40165	
Phone	502-869-8121	
E-mail	Troy.Kolb@Bullitt.kyschools.us	
		Fee
ezEdMed	Percentage of Fee for Service and Cost Reporting Revenue	5%
	Total Fee	5%

*Total Number of Students Adjusted Yearly Based on 10-Day Headcount

Subject to the terms and conditions of this Subscription Agreement (including the Subscription Terms attached hereto as Appendix A - Subscription Terms) and the Terms and Conditions that may be found at www.infohandler.com (as may be modified from time to time pursuant to such Terms and Conditions, the "Terms and Conditions"), InfoHandler, Inc. ("InfoHandler") grants Customer named above ("Customer") a non-exclusive, nontransferable and nonsublicensable license to use the Service(s) (as defined above) via the Internet for the Term (as defined in attached Subscription Terms), subject to renewal as described in the Subscription Terms, for the Fee identified above. I understand if our district uses ezEdMed, we may not submit claims for Medicaid reimbursement for therapists who are paid with federal funds.

This Subscription Agreement supersedes and replaces any previously agreed upon ezEdMed contract.

INFOHANDLER.COM, INC.

ezEdMed Customer

Signature:	_____	Signature:	_____
Print Name:	Stephen D. Daugherty, CEO	Print Name:	_____
Contract Date:	September 30, 2020	Email:	_____

APPENDIX A - SUBSCRIPTION TERMS

1. **InfoHandler agrees that** InfoHandler, or its authorized representatives, will provide telephonic and email support to Customer between the hours of 8:00 a.m. and 5:00 p.m. Local Time, during normal business days. InfoHandler will provide a file format to Customer for conversion of data into an appropriate format for importing into the Service. Data returned to InfoHandler in any format other than the provided file format may require additional labor which may be charged at the then current negotiated fee. InfoHandler will provide the initial conversion included in the above fee. InfoHandler will provide one day of training at the above Fee. Additional days of training may be requested at an agreed upon rate. Subsequent yearly training may be requested at the then current Rate(s). InfoHandler has no obligation to provide Customer with hard-copy documentation, upgrades, enhancements, modifications or other support unless specifically contracted for. At Customer's request, within thirty (30) days of termination of this Subscription Agreement, provided Customer is not in breach of this Subscription Agreement and subject to the terms and conditions of this Subscription Agreement, including Section 2(f) below, InfoHandler will make available to Customer a file of "Your Data" (as defined in the Terms and Conditions).

2. Customer agrees that:

(a) Customer subscribes to the Service(s) for an initial term ending June 30, 2021, (the "Term"), commencing on the earlier of either the date of subscription signature or the date that InfoHandler (or its authorized representatives) notifies Customer of the activation of Customer's Service(s) account by email to either the email or US Postal Service(s) address listed above (the "Activation Date"). **At the end of the initial Term, this Subscription Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term") at InfoHandler's then-current Fee(s) (as defined above unless cancelled by either party in writing not less than ten (10) days prior to the expiration of the applicable Term or Renewal Term.** In the event of termination, no amounts previously paid by Customer to InfoHandler will be reimbursable to Customer and any amounts due and payable prior to such termination will remain the obligation of Customer to InfoHandler. Customer acknowledges that usage policies set forth herein and in the Terms and Conditions may be changed at any time upon at least thirty (30) days prior notice to Customer. All fees pursuant to this Subscription Agreement are irrevocable and nonrefundable. All fees are exclusive of all taxes, levies or duties imposed by taxing authorities; Customer will be solely responsible for payment of all such taxes, levies and/or duties.

For ezEdMed InfoHandler will invoice Customer by email or US Postal Service(s) to the address listed above after each submission in which claims are paid. Payment for all invoices from InfoHandler will be due within thirty (30) days after the date of InfoHandler's invoice. All payments not made when due will bear interest at the rate of one and one-half percent (1.5%) per month, or at the highest contract rate allowed by law, whichever is less, from the due date until paid.

For ezEdMed InfoHandler may elect to return the fee obtained on services that had to be refunded to Medicaid due to an error in the program. InfoHandler may elect not to return the fee obtained on services that had to be refunded to Medicaid due to Customer error.

(b) Customer's account will be considered delinquent if any invoice remains unpaid twenty (20) days after the date due. Customer's access to the Service(s) may be suspended if Customer's account is delinquent. InfoHandler may impose a charge to restore archived data from Customer's delinquent account. Suspension of Customer's access to the Service(s) will not excuse Customer from any obligation to InfoHandler to make payment(s) pursuant to this Subscription Agreement. Subject to the provisions of Section 2(e) below, after payment of the total accelerated amount, Customer will be entitled to restoration of Customer's use of the Service(s) for the remainder of the Term (or the Renewal Term, if applicable).

(c) Customer will abide (and will cause its Users to abide) by the Terms and Conditions. InfoHandler will communicate with Customer's Contact (as defined above, as Customer may change from time to time by written notice to InfoHandler) with respect to issues related to this Subscription Agreement and the Service(s).

(d) If (i) Customer's account is suspended for more than ninety (90) days, (ii) InfoHandler notifies Customer of Customer's breach of this Subscription Agreement (including the Terms and Conditions) and Customer fails to cure such breach within two (2) business days immediately thereafter, or (iii) Customer's access to the Service(s) terminates pursuant to the Terms and Conditions, this Subscription Agreement will be terminated without any obligation on the part of InfoHandler to maintain "Your Data" (as defined in the Terms and Conditions) or to provide a file to you pursuant to Section 1. Termination is not an exclusive remedy and all other remedies will be available whether or not the license granted herein is terminated. Upon expiration or termination of this Subscription Agreement, Customer will immediately cease all use of the Service(s), including the Software and any documentation.

(e) The Service(s) and Software provided to Customer and all information, documents and materials on any websites related to the Service(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of InfoHandler's websites, corporate names, Service(s) marks, trademarks, trade names, logos and domain names (collectively "Marks") are and will at all times remain the exclusive property of InfoHandler. Nothing in the Subscription Agreement or the Terms and Conditions grants Customer the right or license to use any of the Marks.

(f) Customer will notify InfoHandler immediately of any unauthorized use of Customer's account (including, if applicable, the passwords and accounts of each User accessing the Service(s) by means of an account established by Customer) or any other breach of security.

3. Infringement; Warranties and Disclaimer; Limitation of Liability; Confidentiality.

(a) During the term of this Agreement, if any portion of the Service(s) or the Software is held by a court of competent jurisdiction to infringe any third party United States intellectual property rights, or if InfoHandler believes that any portion of the Service(s) or the Software infringes any third party United States intellectual property rights, and Customer incurs a liability or expense as a result of such holding, then Customer's sole remedy shall be, and InfoHandler will, at its option: (i) procure for Customer the right to sell or use, as appropriate, the Service(s); (ii) replace the Service(s) with other noninfringing suitable software and/or Service(s); (iii) modify the Service(s); or (iv) remove the Service(s) and refund any payments paid by Customer with respect to any period after the removal of such Service(s), if any.

(b) PROVIDER WILL USE ALL REASONABLE EFFORTS TO PROTECT "YOUR DATA" (AS DEFINED IN THE TERMS AND CONDITIONS) BEHIND A SECURE FIREWALL SYSTEM, TO CONDUCT DAILY DATA BACKUPS, AND TO STORE WEEKLY FULL-SYSTEM BACKUP IN A SEPARATE, FIRE-SAFE FACILITY. NOTWITHSTANDING THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER IS USING THE SERVICE(S) AND THE SOFTWARE AT CUSTOMER'S SOLE RISK. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO A SERVICE(S) LEVEL AGREEMENT OR OTHERWISE IN WRITING, THE SERVICE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND, AND PROVIDER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE(S), OR THE SERVER THAT MAKES THE SERVICE(S) AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE(S) IS DONE AT CUSTOMER'S RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE(S).

(c) THE TOTAL LIABILITY OF PROVIDER WITH RESPECT TO THE SUBJECT MATTER OF THIS SUBSCRIPTION AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER TO PROVIDER FOR THE SERVICE(S) UNDER THIS SUBSCRIPTION AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. NEITHER PROVIDER NOR ITS LICENSORS WILL BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER.

(d) Customer and InfoHandler agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should reasonably know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information"). This section shall not apply to any publicly available or independently developed information or the open source version of any portion of the software used to operate the Service(s). The receiving party of any Confidential Information of the other party agrees not to use Confidential Information for any purpose except as reasonably necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party will protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information.

4. Miscellaneous. Capitalized terms not otherwise defined herein will be as defined in the Terms and Conditions. In the event of any breach of this Subscription Agreement (or the Terms and Conditions) by Customer, (i) InfoHandler will have the right to terminate this Subscription Agreement if such breach has not been cured within thirty (30) days of written notice to Customer specifying the breach, and/or (ii) Either party may terminate this Subscription Agreement without cause with thirty (30) days written notice. This Subscription Agreement is between InfoHandler and Customer, and (except as expressly provided herein) is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any User accessing the Service(s) by means of an account established by Customer). Either party to this Subscription Agreement may give notice to the other at any time by letter delivered by first class mail or pre-paid post to (i) Customer, at the address set forth above, or (ii) InfoHandler, at 6409 Fayetteville Road, STE-120-309, Durham, NC 27713. All notices will be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post). The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Subscription Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Subscription Agreement will otherwise remain in full force and effect and enforceable. This Subscription Agreement is not assignable, transferable or sublicensable by Customer except with InfoHandler's prior written consent. THE AGREEMENT AND THESE TERMS AND CONDITIONS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF OR THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. InfoHandler and Customer agree that any cause of action arising out of or related to this Subscription Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Both parties agree that this Subscription Agreement (including the Terms and Conditions) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Subscription Agreement, and that all modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Subscription Agreement.

No indebtedness of any kind incurred or created by Customer shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness Customer shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

**CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR MEDICAID SERVICES
KENTUCKY MEDICAL ASSISTANCE PROGRAM**

This addendum to the Provider Agreement is made and entered into as of the _____ day of _____, _____, by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Medicaid Services, hereinafter referred to as the Cabinet, and

Bullitt County Public Schools, 1040 Highway 44E
(Provider Name) (Provider Address)
Shepherdsville, KY, 40165
(City) (State) (Zip Code)

hereinafter referred to as the provider.

WITNESSETH, THAT:

Whereas, the Cabinet for Health and Family Services, Department for Medicaid Services, in the exercise of its lawful duties in relation to the administration of the Kentucky Medical Assistance Program (Title XIX) is required by applicable federal and state regulations and policies to enter into Provider Agreements; and

Whereas, the above-named Provider participates in the Kentucky Medical Assistance Program (KMAP) as

LEA, 21-015011, 1548306079
(Type of provider) (Provider Number) NPI (National Provider Identifier)

Now, therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

1. The Provider:

- A. Desires to submit claims for services provided to recipients of the Kentucky Medical Assistance Program (Title XIX) via electronic media rather than via paper forms prescribed by the KMAP
- B. Agrees to assume responsibility for all electronic media claims, whether submitted directly or by an agent
- C. Acknowledges that the Provider's signature on this Agreement Addendum constitutes compliance with the following certification required of each individual claim transmittal by electronic media"

"This is to certify that the transmitted information is true, accurate, and complete and that any subsequent transactions which alter the information contained therein will be reported to the KMAP. I understand that payment and satisfaction of these claims will be from Federal and State funds and that any false claims, statements, or documents or concealment of a material fact, may be prosecuted under applicable Federal and State Law."

- D. Agrees to use EMC submittal procedures and record layouts as defined by the Cabinet
- E. Agrees to refund any payments which result from claims being paid inappropriately or inaccurately
- F. Acknowledges that upon acceptance of this Agreement Addendum by the Cabinet, said Addendum becomes part of the previously executed Provider Agreement. All provisions of the Provider Agreement remain in force.

**CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR MEDICAID SERVICES
KENTUCKY MEDICAL ASSISTANCE PROGRAM**

2. The Cabinet:

- A. Agrees to accept electronic media claims for services performed by this provider and to reimburse the provider in accordance with established policies
- B. Agrees to assign to the provider or its agent a code to enable the media to be processed.

Either party shall have the right to terminate this Addendum upon written notice without cause.

This is to certify that the foregoing information is true, accurate, and complete.

I understand that payment of claims will be from Federal and State funds, and that any falsification, or concealment of a material fact, may be prosecuted under Federal and State laws.

(Provider)

(Provider Signature)

(Contact Person) (First and Last Name)

(Title)

(Date)

(Telephone Number)

InfoHandler.com

SFTP

(Software Vendor and/or Billing Agency)

(Media)

**Please return form to:
Electronic Claims Submission
P.O. Box 2016
Frankfort, KY 40602-2016
Phone: 800-205-4696
Fax: 502-209-3200**