

Request to Place an Item on the AgendaName: Kim JusticeAddress: 205 Airport Rd Elton, KYTelephone number: 270-265-2436

Name of school children attend, if applicable: \_\_\_\_\_

Group represented: \_\_\_\_\_

Check if request was submitted to: ☒ Superintendent ☐ Board Chairperson

Conferred with following administrators (names): \_\_\_\_\_

Description of Issue: \_\_\_\_\_

Request change of Medicaid  
billing third party agency  
due to more efficient billing  
platform and lower cost  
(5% vs 9%).Specific Action Requested: Approve terminating KSBA's  
contract for Medicaid training and  
billing services. Approve subscription  
agreement with infohandler for  
ezfmed Medicaid billing servicesCheck if you are: ☐ Board Member ☒ District Employee ☐ Community Member

All requests for items to be placed on the agenda must be submitted to the Superintendent prior to the Board meeting as specified in Board Policy 01.45. Items submitted shall require prior approval of the Superintendent.

Review/Revised: 3/13/06

# SUBSCRIPTION AGREEMENT

## ezEdMed Service

<b>Customer</b>	<b>Todd Independent Schools</b>	<b>Original ezEdMed Order Date</b>
<b>Contact</b>	Kim Justice <i>Contact person for scheduling trainings, obtaining data, email notices, etc.</i>	July 1, 2022
<b>Address</b>	205 Airport Rd. Elkton, KY 42220	
<b>Phone</b>	270-265-2436	
<b>E-mail</b>	Kim.Justice@Todd.kyschools.us	
		<b>Fee</b>
<b>ezEdMed</b>	Percentage of Fee for Service and Cost Reporting Revenue	5%
	<b>Total Fee</b>	<b>5%</b>

\*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](http://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: July 1, 2022

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 of one (1) year (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 one (1) year 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.

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) InfoHandler will have the right to suspend Customer's access to the Service(s). 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 NORTH CAROLINA 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.

# **Kentucky School Boards Association**

## **Contract for Medicaid Training and Billing Services**

### **Third Party Administrator Agreement**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 2019 by and between the Kentucky School Boards Association, 260 Democrat Dr., Frankfort, Kentucky, hereinafter referred to as "TPA" and the Board of Education of \_\_\_\_\_, Kentucky, hereinafter referred to as "Board,".

Whereas the Board desires to have the TPA provide certain administrative services related to Medicaid reimbursement;

Whereas the TPA has personnel and expertise to furnish the administrative services described in this agreement;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **Term**

The Agreement shall cover services provided as described herein for a term commencing July 1, 2019 and expiring June 30, 2020. This contract shall renew for successive one year terms (July 1 to June 30 of the respective year(s) in question) and continue under the same terms and conditions unless the TPA or the Board provides notice of termination by means described below to the other party no later than June 1 before the subject June 30 expiration date.

#### **Notices**

All notices shall be delivered personally or by some form of return receipt mail evidencing delivery to:

Stephen B. Smith  
Kentucky School Boards Association  
260 Democrat Drive  
Frankfort, KY 40601  
(502-695-4630)

OR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **TPA Responsibilities and Fee**

The fee charged to the Board shall be 9% of interim Medicaid reimbursement payments received by the district and subsequent cost settlement payments received that are based upon direct-billed Medicaid claims for school-based health services. In exchange for that fee, TPA shall provide the following services:

- ❖ Submit claims to Medicaid in the proper format as required by Medicaid.

- ❖ Provide on-site training to Administrative staff.
- ❖ Provide on-site training to Therapists, Health Aides, RNs and Special Education Staff.
- ❖ Provide toll-free phone and email technical assistance to District Staff.

### **Board Responsibilities**

- ❖ Pay the selected fee (9% of reimbursement), within 7 days after most recent board meeting upon receipt of invoice from TPA.
- ❖ Acquire required approval to participate in the Medicaid School-Based Health Services Program.
- ❖ Gather and enter claim information in TPA's ezEdMed software application.
- ❖ Pay travel expenses (includes all reasonable out-of-pocket expenses incident to the site visit including but not limited to mileage at KSBA rate, meals, hotel, parking and photocopies) for requested site visits exceeding 3 on-site training visits per year.

### **Cancellation for Cause**

Notwithstanding the provision for termination by either party upon 60 days notice, either party may cancel this agreement due to breach of the contract provisions upon providing written notice and giving the other party 10 working days (excluding weekends) to correct the breach.

### **Controlling Law**

This contract shall be construed according to Kentucky Law and any litigation concerning the contract shall be filed in Kentucky.

### **Integration Clause**

This is the only Third-Party Administration agreement between the parties for School-Based Health Service billing services and this written agreement replaces any and all oral or written agreements previously reached between the parties. This agreement may not be modified except through a properly executed written amendment, revision, or replacement.

Kentucky School Boards Association

Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_