

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form

Person to Call for Pick up: Marsha Host-Brown

Phone: 854-1734

Subject of Contract: Public Consulting Group, Inc.

Board Action: required

if required committee _____ Date: _____

Board Meeting Date: June 19, 2012

History of Contract: WCPSS began contracting for this service in 1997. Last year's combined contract for "Fee for Service, Cost Reporting and Medicaid Administrative Claiming (MAC)" totaled \$441,725.30. Last year the Fee for Service, Cost Reporting part of this contract was increased from \$60,000 to \$316,725.30. This increase of \$256,725.30 was necessary because Special Education Services received additional funds generated for services provided during the 2008-09 school year. The increase of \$256,725.30 was to pay PCG 15% of revenue WCPSS received because of Medicaid claims. The total contract amount for 2012-13 school year is \$186,000 which is a reduction of \$255,725.30. The services addressed in this contract will be put out for bid for fiscal year 2013-2014.

Items of Special Note: _____

PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	<u>Initial</u>	<u>Date</u>
Administrator	<i>KWB</i>	<u>5/17/12</u> <i>5/17/12</i>
Leadership Team Supervisor	<i>[Signature]</i>	<u>5/17/2012</u>
Chief Officer, Deputy or Area Superintendent	_____	_____
Risk Management	<i>CMG</i>	<u>5/21/12</u>
Accounting, Certification of Funds	* _____	_____
Finance Officer* (signature required)	<i>[Signature]</i>	<u>5/21/12</u>
Chief Business Officer	<i>ON</i>	<u>5/21/12</u>
School Board Attorney (as required)	_____	_____

Budget Code: 08.6110.305.311.0349.0920.000 \$125,000.00
 Budget Code: 08.5210.306.311.0136.0815.000 \$ 61,000.00

Comments:

* Purchase order will be requested July 1, 2012, provided funds are available in budget code.

Entered on System _____ Initial _____

Form 1950 (2006)

- "This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

Alshole

**CONTRACT FOR CONSULTING SERVICES:
BILLING SERVICES
Wake County Public School System**

This Agreement (“**the Agreement**”) is made by and between Public Consulting Group, Inc. (“**PCG**”), a corporation with a place of business at 200 South Tryon St., Suite 600, Charlotte, NC, 28202 and Wake County Public School System (“**SCHOOL DISTRICT**”), located at 110 Corning Road, Cary, NC 27518, as of July 1, 2012 (“**Effective Date**”).

WHEREAS, SCHOOL DISTRICT provides school-based health-related services to students including special-needs students; and

WHEREAS, SCHOOL DISTRICT requires assistance in billing Medicaid for covered services that are provided to eligible students, and in collecting amounts billed; and

WHEREAS, PCG has demonstrated its ability and expertise in these areas; and

WHEREAS, PCG is able and willing to perform such services;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A.** PCG shall perform the services described in the attached **Exhibit A**, in accordance with the terms and conditions of this Agreement.
- B.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement pursuant to Section XV. B.

II. TERM

- A.** The initial term of this Agreement (the “**Initial Term**”) shall commence on July 1, 2012 and shall end June 30, 2013.
- B.** Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “**Renewal Term**”), up to three years unless either party notifies the other, at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon

this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

III. COMPENSATION, PAYMENT, AND BILLING PROCEDURE

- A. SCHOOL DISTRICT shall compensate PCG for services rendered under this Agreement as set forth in attached **Exhibit B**, on the basis of invoices that are proper in form and execution. Wake County shall process payments to provider within forty-five (45) days of submission of such invoices.
- B. PCG shall invoice SCHOOL DISTRICT only after reimbursement has been received by SCHOOL DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- C. SCHOOL DISTRICT shall pay PCG interest at the annual rate of 10% on all fee amounts that are not paid within forty-five (45) days of the due date, calculated from the due date to the date that payment is received, unless state law prohibits the payment of interest or requires a lower percentage amount, in which case such lower percentage amount shall apply.
- D. If a reimbursement is disallowed after it was paid to SCHOOL DISTRICT, PCG shall return to SCHOOL DISTRICT any fees that were paid to PCG by SCHOOL DISTRICT with respect to the disallowed reimbursement.
- E. Upon termination of the Agreement at the end of the Term or pursuant to Section VI, PCG shall be entitled to payment for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted by PCG after the termination date, following reimbursements received by SCHOOL DISTRICT on account of such services.

IV. RECORDS

- A. PCG shall allow SCHOOL DISTRICT and any of its duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examinations.
- B. PCG shall maintain its records relating to this Agreement for a period of at least five (5) years from the date of service. If PCG carries out any of the duties of this Agreement through a subcontract, such subcontract shall

provide that the subcontractor likewise shall maintain such records for a period of at least five (5) years from the date of service.

V. CONFIDENTIALITY

- A.** The parties recognize that this Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information, and agree to amend this Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from SCHOOL DISTRICT, and SCHOOL DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Agreement. PCG shall make available to SCHOOL DISTRICT its written policies and procedures for the security of confidential information subject to this Agreement.
- D.** PCG shall not use confidential information received from SCHOOL DISTRICT identifying individual students for any purpose other than the purposes of this Agreement, and shall immediately notify SCHOOL DISTRICT if such confidential information is subpoenaed or requested by a third-party, or is improperly used, copied, or removed.
- E.** If SCHOOL DISTRICT determines it necessary in order to comply with its obligations under law, SCHOOL DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures.
- F.** Upon termination of this Agreement, PCG shall use reasonable and secure means to return or destroy (as directed in writing by SCHOOL DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.
- G.** Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than SCHOOL DISTRICT, PCG, and their respective successors and assigns.

VI. TERMINATION

This Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **Without Cause:** Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed in advance by the parties. In addition, all finished or unfinished documents and other materials produced by the Provider pursuant to this contract shall at the request of WCPSS be turned over to it and become its property.
- B. **For Cause:** Either party may terminate this Agreement if the other party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least seven (7) calendar days to cure the breach before the effective date of termination stated in the notice.
- C. **Emergency:** If SCHOOL DISTRICT reasonably determines that immediate action is necessary to protect state and/or federal funds or property or to protect persons from injury, SCHOOL DISTRICT may terminate or suspend this Agreement by providing written notice to PCG stating the grounds for the SCHOOL DISTRICT's action. Such termination or suspension action shall be effective upon receipt of the written notice by PCG.
- D. **It is understood and agreed between PCG and SCHOOL DISTRICT that SCHOOL DISTRICT's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.**

VII. OWNERSHIP INTERESTS AND LICENSE

- A. Ownership of EasyTrac™ and all other software, trademarks, and intellectual property of PCG is not conveyed to SCHOOL DISTRICT unless specifically conveyed to SCHOOL DISTRICT by means of a written amendment to this Agreement or a separate written contract referencing this Agreement. EasyTrac™ is licensed to SCHOOL DISTRICT only during the term of this Agreement and only for use by SCHOOL DISTRICT for purposes of this Agreement.
- B. SCHOOL DISTRICT shall not use PCG software, trademarks, or other intellectual property except for purposes of this Agreement, and shall not copy or transfer such software, trademarks, or other intellectual property

to any third party unless specifically authorized by PCG in a written amendment to this Agreement or a separate written contract referencing this Agreement.

VIII. LIABILITY AND INSURANCE

- A. PCG shall indemnify and hold harmless SCHOOL DISTRICT, its officers, agents, employees, and assigns from and against all claims, losses, costs, damages, expenses, reasonable attorneys' fees, and liability that any of them may sustain, up to the total amount of fees paid to PCG:
 - (i) Arising out of any failure by PCG to comply with any applicable law, ordinance, regulation, or industry standard; or
 - (ii) Arising out of any breach by PCG of a provision of this Agreement.
- B. PCG will maintain adequate insurance coverage for purposes of this Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to SCHOOL DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days notice prior to modification of terms or termination.

IX. SUCCESSORS AND ASSIGNEES

- A. SCHOOL DISTRICT and PCG each binds itself, its associates, partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement.
- B. Neither SCHOOL DISTRICT nor PCG shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other party.

X. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

During the performance of this Agreement, PCG agrees as follows:

- A. PCG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, physical or mental disability, or national origin. PCG will take affirmative action to ensure that applications are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, physical or mental disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. PCG agrees to post in conspicuous places, available to employees and applicants for employment, notices to

be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- B. PCG will, in all solicitations, or advertisements for employees placed by or on behalf of PCG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry, physical or mental disability, or national origin.

XI. CONFLICT OF INTEREST

PCG covenants that it has no direct or indirect interest that would conflict with its performance of the Agreement. PCG further covenants that in the performance of this Agreement, no person having such interest shall be employed by PCG.

XII. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement shall be governed by the law of the State of North Carolina and any civil action arising under this Agreement shall be brought in that state.

XIII. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, PCG and SCHOOL DISTRICT shall negotiate in good faith to modify the terms and provisions of this Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Agreement shall terminate at the election of either party and neither party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that PCG and SCHOOL DISTRICT shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- E. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XIV. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS.

A. PCG shall conduct at its own expense sex offender registry checks on each of its employees, agents, ownership personnel, or contractors who will engage in any service on or delivery of goods to SCHOOL DISTRICT property or at a SCHOOL DISTRICT sponsored event (“On-site Personnel”). The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). All of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. PCG shall provide certification on the Sex Offender Registry Check Certification Form (**Exhibit C**) that the registry checks were conducted on each of its On-site Personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. PCG shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, PCG agrees to conduct the registry checks and provide a supplemental certification form before any additional On-site Personnel are used to deliver goods or provide services pursuant to this Agreement. PCG further agrees to conduct annual registry checks of all On-site Personnel and provide annual certifications at each anniversary date of this Agreement. PCG shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. PCG agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each On-site Personnel, and agrees to provide such records and documents to SCHOOL DISTRICT upon request. PCG specifically acknowledges that SCHOOL DISTRICT retains the right to audit these records to ensure compliance with this section at any time in SCHOOL DISTRICT’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, SCHOOL DISTRICT may conduct additional criminal records checks at SCHOOL DISTRICT’s expense. If SCHOOL DISTRICT exercises this right to conduct additional criminal records checks, PCG agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by SCHOOL DISTRICT for all On-site Personnel who may deliver goods or perform services under this Agreement. PCG further agrees that it has an ongoing obligation to provide SCHOOL DISTRICT with the name of any new On-site Personnel who may deliver goods or provide services under the

Agreement. SCHOOL DISTRICT reserves the right to prohibit any On-site Personnel from delivering goods or providing services under this Agreement if SCHOOL DISTRICT determines, in its sole discretion, that such On-site Personnel may pose a threat to the safety or well-being of students, school personnel or others.

B. Applicable SCHOOL DISTRICT Policies. PCG acknowledges that the Wake County Board of Education has adopted policies governing conduct on District property and agrees to abide by any and all relevant SCHOOL DISTRICT policies while on SCHOOL DISTRICT property. PCG acknowledges that it has received copies of and will abide by the following Wake County Board of Education policies:

- Policy 2302: Weapons Prohibited on School Property
- Policy 2305: Code of Ethics and Standard of Conduct
- Policy 2306: Drug and Alcohol Testing of Commercial Motor Vehicle Operators
- Policy 2308: Tobacco-Free Environment
- Policy 2321: Conduct of Employees Toward Students
- Policy 3012: Prohibited Conduct on School Property and at School Events

XV. EXTENT OF AGREEMENT

- A.** This Agreement represents the entire and integrated Agreement between SCHOOL DISTRICT and PCG and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B.** This Agreement may be amended or revised only by a written amendment signed by authorized representatives of both SCHOOL DISTRICT and PCG and referencing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

PUBLIC CONSULTING GROUP, INC.

200 S. Tryon Street Suite 600
Charlotte, NC 28202

BY: _____
NAME: William Mosakowski
TITLE: President

DATE: _____

WAKE COUNTY PUBLIC SCHOOL SYSTEM

5625 Dillard Drive
Cary, NC 27518

BY: _____
NAME: Kevin Hill
TITLE: Chair, Wake County Public Schools Board of Education

DATE: _____

EXHIBIT A: SERVICES

Section 1: Fee for Service (inclusive of Cost Reporting)

I. PROJECT START-UP

A. PCG will meet with the School District (“District”).

- (i) Meet with the Superintendent's project manager to:
 - a. Confirm procedures for managing, controlling, and coordinating all work and project results
 - b. Finalize the project scope and objectives
 - c. Identify key district personnel available to resolve technical and operational questions
- (ii) Identify county and school contacts with state and federal agencies
- (iii) Establish protocols for representing the District at any and all meetings related to this engagement

B. PCG will facilitate system-wide project involvement

C. PCG will coordinate actions of Superintendent's Office, District Financial Operations, and Exceptional Children's Office

II. DATA COLLECTION

PCG will request operational and financial information from the District on:

- Schools
- Students
- Clinicians
- Services
- Time Periods of Service

III. START-UP OF AUTOMATED DOCUMENTATION SYSTEM

PCG will determine and implement the best approach (e.g., data migration, raw data entry, etc.) for loading all data support tables on the project billing management system according to:

- Availability of Data in Electronic Format
- Quality of Data in Electronic Format
- Quantity of Data in Electronic Format

- Volume of Hardcopy Data
- Legibility of Hardcopy Data
- Accuracy of Hardcopy Data

IV. TRAINING

PCG will provide annual training to District. Training is provided in sessions to accommodate no more than 30 trainees at one particular time. Each training session will be divided into two parts:

- A. Lecture: This session will require approximately 1 hour of time to complete.
- B. Hands-on practice: This session will last approximately 1 hour or until all trainees have finished.

V. OPERATIONS

Subject to the license in the Agreement, PCG provides EasyTrac™ as a complete service. The District is not required to purchase or install any software on its computers with the exception of an Internet browser and the Adobe Acrobat Reader® (which are available from vendors).

- A. Server Hardware: PCG will provide an appropriate server(s) for the District. This server will be hosted by AT&T.
- B. Server Software: PCG will provide all server and database software for the District.
- C. Server Administration: PCG will provide all server administration including database back up, system account management, system security, and system maintenance.
- D. Server Internet Connection: PCG will provide the connection of the server to the Internet at an appropriate speed to carry the District traffic.
- E. District Responsibilities
 - (i) Connection to the Internet for District users
 - (ii) Computer hardware for their users
 - (iii) Browser software and browser software configuration
 - (iv) Installation and configuration of the Adobe Acrobat Reader®
 - (v) Site for training with an appropriately configured computer for each trainee and one additional computer for the trainer.
 - (vi) System start-up information as detailed in this Attachment A.

VI. EASYTRAC™ SYSTEM START-UP

System Start-Up is the process by which a school system's EasyTrac™ service is established. The goal of System Start-Up is to import as much information as possible to the EasyTrac™ system to prevent the District from having to perform excessive data entry.

A. District Responsibilities

PCG has developed a standard set of spreadsheets to hold the data elements required by EasyTrac™. These include:

- (i) Student Information
- (ii) User Information
- (iii) School Information
- (iv) Related Services

Often this data may be exported from existing database(s) or spreadsheets. PCG will assist SCHOOL DISTRICT in populating the spreadsheets by providing technical advice and consulting, but it is the responsibility of the District to populate the database(s) and spreadsheets.

VII. INTERFACE TO DISTRICT DATABASE(S)

PCG will maintain the interface provided from the District database(s). Once the database interface specification is complete, PCG will develop, test, and make the interface operational. The goal of this interface is to exchange information with the District database(s) to reduce the amount of manual data entry, and to keep the EasyTrac™ and District database(s) synchronized.

VIII. COST REPORT

PCG will assist School District with data collection, analysis, and preparation of the Medicaid Cost Report to be submitted to the North Carolina Division of Medical Assistance. PCG will comply with all applicable federal and state statutes and will complete all the functions as outlined below:

- A.** PCG will process the financial cost data in order to complete the Annual Cost Report.
- B.** PCG will provide Administrative Claiming Time Study Management to reconcile qualified providers to the time study roster, in order to improve revenue (add unclaimed staff) and compliance (ensure roster matches claim).

- C. PCG will determine Medicaid Fee-for-Service Billing Review by procedure code to determine cost by service and to identify trends by staff category.
- D. PCG will calculate the Medicaid and SPED Eligibility Ratios with the most accurate count obtained through match of eligibility to official headcount.
- E. PCG will complete the Annual Cost Report for submittal to the North Carolina Division of Medical Assistance.

IX. ONGOING USER SUPPORT

On-going user support for EasyTrac™ will be offered to District. Phone support will be during the hours of 9:00 AM and 5:00 PM Eastern Time.

- A. Email support will be provided via the email links on the EasyTrac™ Message Board page.
- B. Phone support will be provided via a toll free number: 1.866.327.9437. This number will connect the District with the EasyTrac™ help desk.

X. NEW VERSIONS AND RELEASES

New versions and releases of EasyTrac™ issued during the term of the Agreement will be provided to District, along any additional training required as a result of the new version or release.

XI. CLAIMS

- A. Based on the information entered on EasyTrac™ by SCHOOL DISTRICT, PCG will develop, process, generate, and submit reimbursement claims to Medicaid on behalf of SCHOOL DISTRICT.
- B. SCHOOL DISTRICT will complete a PCG Compliance Checklist to select options with respect to claims.
- C. If SCHOOL DISTRICT asks PCG to audit claims or to use additional information, SCHOOL DISTRICT and PCG shall agree in writing as to the terms of such audit or use. If such audit or additional information indicates that a claim was not properly made, PCG will void the claim.
- D. PCG is not obligated to continue to submit claims in project areas that do not generate sufficient Incremental Revenue to SCHOOL DISTRICT (see Exhibit B).

Section 2: Medicaid Administrative Claiming

I. PROJECT STARTUP

- A. PCG sends MAC Startup Packet to the District.
 - (i) Welcome Letter
 - (ii) MAC Presentation
 - (iii) MAC Additional Information
 - (iv) MAC Contact and Calendar
 - (v) MAC District Contact
 - (vi) MAC Participation Guide
 - (vii) MAC Roster Update Template
 - (viii) MAC Financial Guide
 - (ix) MAC Financial Example Spreadsheet
 - (x) MAC Time Study Participant Letter
- B. The District identifies its MAC District Contact and MAC Financial Contact who will work with PCG.
- C. PCG establishes a protocol for representing the District at any and all meetings related to this engagement.

II. QUARTERLY TASKS

- A. Roster Development Tasks
 - (i) PCG sends roster to district to review and update
 - (ii) The District returns updated roster to PCG within a three (3) week time frame.
- B. MAC Time Study Tasks
 - (i) PCG contacts the District to schedule time study training sessions.
 - (ii) PCG randomly selects time study participants and notifies the District Contact.
 - (iii) The District notifies selected participants of time study training schedule.
 - (iv) PCG conducts time study training beginning at least two (2) weeks prior to time study week.
 - (v) Time study participants complete time study during designated time study week.
 - (vi) Time studies are due back to PCG no later than the Friday following the conclusion of the time study week.
 - (vii) PCG follows up with MAC District Contact regarding any missing/incomplete time studies.

NOTE: Subject to State approval of a Random Moment Time Study (RMTS), PCG will amend this Agreement to reflect changes in procedures.

C. MAC Financial Tasks

- (i) PCG sends MAC Financial Contact financial file to complete on the last business day of the quarter.
- (ii) MAC Financial Contact returns completed financial file to PCG within one month time frame.
- (iii) PCG completes quality check of financial file and returns file to the MAC Financial Contact within one week of receipt.
- (iv) MAC Financial Contact emails final financial file (only if changes required), faxes signed District Summary page to PCG within one week of receipt of QC'd financial file.

D. MAC Claim Submission Tasks

- (i) PCG prepares quarterly claim once all components become available.
 - a. Time study results
 - b. The District completed financial file
 - c. The District's Indirect Cost Rate (ICR)
 - d. The District's Medicaid Eligibility Rate (MER)
- (ii) PCG sends MAC District Contact a Claim Certification Statement and detailed claim information.
- (iii) MAC District Contact returns signed original Claim Certification Statement to PCG.
- (iv) PCG sends claim to Department of Public Instruction (DPI) for payment on behalf of the District.
- (v) DPI sends electronic payment of claim to the District.

III. PROJECT MANAGEMENT

PCG conducts periodic update conference calls or meetings with the District.

EXHIBIT B: COMPENSATION

I. Medicaid Administrative Claiming (“MAC”)

SCHOOL DISTRICT will pay PCG a fixed fee of \$125,000 annually for the satisfactory performance of the Medicaid Administrative Claiming (MAC) services described in Section 2 of Exhibit A.

II. Fee-For-Service (“FFS”) and Cost Reporting

SCHOOL DISTRICT will pay PCG a performance-based fee of 15% for the satisfactory performance of the Fee-For-Service services and Cost Report services described in Section 1 of Exhibit A. Invoices are to be emailed to: special-education@wcpss.net. The percentage fee is applied to all Incremental Revenue collected by the SCHOOL DISTRICT. This fee is subject to the following:

- A. “Incremental Revenue” is defined as any revenue to SCHOOL DISTRICT, including all reimbursements and accrued interest attributable to revenues held in escrow, derived from claims developed, processed, generated, and submitted by PCG for health-related services provided to school children.
- B. Incremental Revenue will be fully documented and posted to auditable accounts receivable and cash receipts reports that will be prepared by PCG and provided to PCG for review. The cash receipts report will be used as the basis for invoicing by PCG.
- C. PCG will not be obligated to continue work in project areas that do not generate significant Incremental Revenue to SCHOOL DISTRICT. Conversely, PCG is obligated to continue to work in project areas that do generate significant Incremental Revenue to SCHOOL DISTRICT.
- D. Upon agreement with SCHOOL DISTRICT, PCG will convert from a performance-based fee to a flat fee if federal regulations at any time prohibit or restrict contingency compensation.
- E. Upon agreement with SCHOOL DISTRICT, PCG may establish a new performance-based percentage for revenue maximization activities related to services not provided under this Agreement.
- F. At its discretion, SCHOOL DISTRICT may withhold up to five percent (5%) of all payments to PCG, up to a maximum of one thousand dollars (\$1,000.00), until the final day of the Agreement in order to ensure satisfactory completion.

Exhibit C
Sex Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM CONTACT PERSON WITH RESPECT TO THIS AGREEMENT

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sex offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services at SCHOOL DISTRICT premises under this Agreement (“On-site Personnel”), including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and to provide such records and documents to SCHOOL DISTRICT upon request. I specifically acknowledge that SCHOOL DISTRICT retains the right to audit these records to ensure compliance with this section at any time in SCHOOL DISTRICT’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional On-site Personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

On-site Personnel Names

Job Title

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

- 8. _____
- 9. _____
- 10. _____

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name) _____ (signature)

_____ (title) _____ (date)