

TEXAS SCHOOL MEDICAID DIRECT SERVICE AGREEMENT

This is an agreement between: Gatesville Independent School District, hereinafter referred to as the “Customer”, and **Texas Special Education Software Solutions, LLC**, DBA Onward Learning, hereinafter referred to as “Onward”, effective as of DEC. 16 2020 (the “Effective Date”)

Whereas Onward has a comprehensive School Medicaid Direct Service program (comprised of many specialty services such as training, consultation, claims processing, statistical reporting and audit preparation services delivered by Onward personnel); and

Whereas the Customer wishes to obtain and Onward wishes to furnish these services so as to process reimbursements from the Federal School Medicaid Fee-For-Direct Service (“FFS”) Program through the Texas School Health and Related Services (SHARS) Program; and

Whereas both Onward and the Customer desire to both be fully compliant of all HIPAA and FERPA regulations as they work together in the School Medicaid program that requires absolute confidentiality regarding all student information and services.

Now, therefore, in consideration of the premises and the mutual promises and mutual undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

I Agreement Effective Date, Term, Automatic Renewal, Termination, and Changes

- A. The initial term of this Agreement is one (1) year, effective as of the Effective Date set out above. Unless prohibited by applicable law, the parties agree that, upon expiration of the initial term, this Agreement will automatically, without any further action being required of the parties, renew and extend in its entirety for successive renewal term(s) of one (1) year each for three (3) additional years, unless and until otherwise terminated as described in paragraph IB, or until Texas procurement regulations require a separate contract renewal.
- B. This Agreement is effective upon signature by the two parties and may be terminated by one of the parties with sixty (60) days written notice to the other.
- C. Any amendment to this Agreement must be in writing and must be signed by both parties.

II Onward will provide the following essential services (the “Services”) to and on behalf of the Customer:

- A. Software and Setup: Onward will provide and set up the software necessary for the Customer providers who wish to log their services electronically.
- B. Onward Paper Log Process: Onward will also make paper logs available to the Customer for those providers who wish to document their services using a paper form. Onward will receive, review, enter and process all claims from these forms directly into their proprietary software system for the purpose of generating and submitting Medicaid claims.
- C. Provider Help Desk: Onward will maintain a Help Desk, with email and toll-free telephone access, to respond to technical support and user questions from the Customer during regular business operating hours. The Help Desk staff will provide technical assistance to all Customer providers, whether they are documenting their services using the automated system or the paper logs.

- D. Training: Onward will coordinate training to the Customer regarding the automated documentation system and/or the paper log process. This training may take place either on-site at the Customer location or via remote, Internet-based access. If an on-site training is scheduled, the Customer agrees to make every effort to have as many staff members attend as possible. Remote, Internet-based trainings may be scheduled for smaller groups, as necessary.
- E. Program Information: Onward will assist the Customer in researching program information and program information changes.
- F. Student Eligibility Research: Onward will research eligibility on behalf of the Customers. Onward will receive Medicaid eligibility reports on a regular basis to research denials, update claims, and resubmit claims on behalf of the Customer.
- G. Electronic Claim Formatting: Onward will format the collected data for proper submission of Medicaid claims.
- H. Claim Submission/Retrieval: Onward will submit claim information on behalf of the Customer. Onward will retrieve claim remittance information on behalf of the Customer.
- I. Reports: Onward software and staff will provide report services by providing information to the Customer including, but not necessarily limited to, the amount of claims paid to date in the school year, amount of claims in process at any time of the year, and Customer providers who are and who are not maintaining service logs.
- J. Technical Assistance: Onward will provide technical assistance to the Customer as necessary for the implementation of Medicaid FFS requirements including, but not necessarily limited to, determining Medicaid eligibility, obtaining primary care physicians identification, parental consents, resubmission of denied claims, and use of National Provider Identifier (NPI) numbers.
- K. Audit Services: Onward will work with the Customer to help the Customer prepare for occasional/eventual audits by state and/or federal agencies who oversee the Medicaid reimbursement programs in Texas. Onward will provide the records for all claims relevant to each audit. The Customer will be responsible for all documentation associated with State contracted retrospective reviews.

III. The Customer agrees to provide the following:

- A. Support: Since this school Medicaid program is an important source of revenue for the Customer and its funding for special services to children, the Customer will strongly encourage all staff (both employees and contracted staff) to cooperate with Onward so that the Customer's rightful potential of reimbursements from this program can be achieved.
- B. Procedures: The Customer will implement specific procedures required to ensure that providers document their service delivery in a timely manner and submit to Onward within the timeframe allotted for claims submissions – whether this documentation is completed electronically or on paper.
- C. Training: Since this is a federally funded program and subject to audit, the Customer agrees to make the time available for participating staff members to be adequately trained in the Program rules either directly by Onward or by a Customer staff member who has been trained by Onward.

D. Documentation/Paperwork: The Customer will maintain the necessary documentation/paperwork required for the program, including original copies of all paper service logs, documentation of physician referrals, attendance records, and all other records specified in the state program manual. The Customer will maintain compliant ARD/IEPs that prescribe all services to be recorded by Customer Providers. The Customer will help Onward to clarify that all Customer Providers should be recording their services in order to be compliant with the laws governing ARD/IEP service prescriptions.

IV. Contract Fee:

In consideration for providing the Services to the Customer, the Customer agrees to pay Onward service fees as identified in Exhibit A. In the event that either the federal or state government materially revises the requirements and/or process for the reimbursements contemplated by this Agreement, Onward reserves the right to renegotiate the service fees payable for the Services.

V. All parties agree to observe and comply with the respective rules and regulations that apply to themselves as contained in the Provider Enrollment Agreements filed with the State Medicaid Agency by the Customer and any updated or new agreements that may be required as part of the Customer's participation in this program with the State or Federal Government. The parties shall comply with all applicable Federal and State non-discrimination laws, rules, and regulations.

VI. LIMITATIONS OF LIABILITY.

A. *Personal Injury*. Each Customer employee and any other persons visiting a Product training event or Product Internet Data Centers does so at its own risk and Onward assumes no liability whatsoever for any harm to such persons resulting from any cause other than Onward's negligence or willful misconduct resulting in personal injury to such persons during such a visit.

B. *Damage to Customer Equipment or Business*. Onward assumes no liability for any damage to, or loss relating to, Customer's Business resulting from any cause whatsoever. Onward assumes no liability for any damage to, or loss of, any Customer Equipment resulting from any cause other than Onward's gross negligence or willful misconduct. To the extent Onward is liable for any damage to, or loss of, the Customer Equipment for any reason, such liability will be limited solely to the then-current value of the Customer Equipment.

C. *Exclusions*. Except as specified in Sections VI.A. and VI.B, in no event will Onward be liable to Customer, any Representative, or any third party for any claims arising out of or related to this Agreement, Customer Equipment, Customer's Business or otherwise, and any lost funds, lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any Customer Equipment or Customer's

Business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.


D. Maximum Liability. Notwithstanding anything to the contrary in this Agreement, Onward's maximum aggregate liability to Customer related to or in connection with this Agreement will be limited to the total amount paid by Customer to Onward hereunder for the prior Twelve (12) month period under this agreement.

VII. MISCELLANEOUS

- A. Force Majeure.* Notwithstanding anything to the contrary in this Agreement, Onward will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, (i) acts of God, floods, fires, hurricanes, pandemics, epidemics, viruses, and other natural occurrences; (ii) strikes, work stoppages, and accidents; (iii) acts of war or terrorism, and civil or military disturbances; (iv) acts of government, and material changes in law and regulation; and (v) loss of utilities, communications, or computer services; *provided* that in any such event Onward will use commercially reasonable efforts to resume performance as soon as practicable.
- B. Cooperation.* Each party will do and perform, or cause to be done and performed, all further acts, and will execute and deliver all other agreements, instruments, and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.
- C. General.* This Agreement (together with the attachments, schedules, and instruments referenced in the Agreement) contain the entire understanding of the parties with respect to the referenced subject matters. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. No provision of this Agreement may be waived other than by an instrument in writing signed by the party making the waiver. No provision of this Agreement may be amended other than by an instrument in writing signed by the parties. This Agreement will be governed by the laws of Texas without giving effect to principles of conflicts of laws. This Agreement may be executed in two or more counterparts, all of which will be considered one agreement. This Agreement may be executed and delivered by the parties by electronic methods, including email, electronic signature (e.g., DocuSign, HelloSign, and similar methods), and PDF transmission. The headings of this Agreement are for convenience only and will not affect the interpretation of this Agreement. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement will be deemed to include language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

IN WITNESS THEROF, the two parties have signed this Agreement.

1) The GATESVILLE ISD (Customer):

By:  Date: 12/16/20
Signing Officer for the Customer

Printed name of Signing Officer: DR. BARRETT POLLARD

Title of Signing Officer: SUPERINTENDENT

2) Texas Special Education Software Solutions, LLC (Onward):


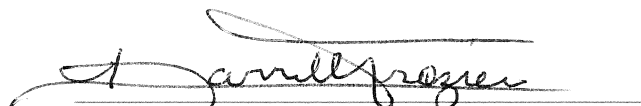
By:  Date: 12/16/2020
Jeffrey Dominguez, Managing Member

EXHIBIT A
FEES

Customer agrees to pay services fees to Onward in exchange for the Services as follows:

- The service fee for all direct billing settlements (Interim) for SHARS reimbursements during the term of the Agreement will be 5% of the total amount of reimbursements payable to Customer in connection with such direct billing settlements (Interim) provided by Onward.
- If Onward provides full-service cost report services during the term of the Agreement, the service fee for all such full-service cost report services will be 5% of the total amount of reimbursements payable to Customer in connection with such full-service cost report services provided by Onward.
- Customer will pay all service fees in full upon receipt of invoice.
- Customer acknowledges and agrees that invoiced service fees will be calculated and payable in full by Customer without regard to any offsets, penalties, or other deductions arising from or relating to Customer's participation in the relevant reimbursement programs in prior years.

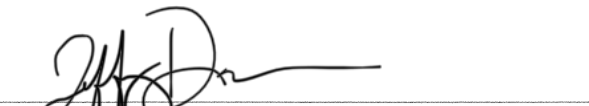
For Customer:


Signed

12/16/20
Date

CHIEF FINANCIAL OFFICER
Title

For Onward:


Signed

12/16/2020
Date

President
Title