

ILLINOIS SERVICE AGREEMENT FEE FOR SERVICE

THIS SERVICE AGREEMENT (“Agreement”), is effective July 1, 2021 (“Effective Date”) and made by and between **Pana Community Unit School District 8** (the “LEA”), a Local Education Agency, and **AssetWorks Risk Management Inc. dba Go Solutions** (“Go Solutions”), upon the following terms and conditions:

RECITALS

Go Solutions is engaged in the business of providing Title XIX Fee for Service and Administrative Outreach reimbursement services to local education agencies. The LEA agrees to retain Go Solutions to perform Fee For Service reimbursement services and Go Solutions agrees to perform such services, including through its proprietary software known as GoClaim (“Software”) which is maintained by Go Solutions in a hosted environment at a third party data center (SaaS”), and other related services (collectively, the “Services”) on behalf of the LEA on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and the covenants set forth herein, the parties agree as follows:

I. SCOPE OF SERVICES

A) Rights and Permitted Use:

- 1) Subject to the terms and conditions of this Agreement, Go Solutions grants to the LEA a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for the LEA’s internal business operations. “Authorized Users” mean the LEA’s employees or independent contractors working within their job responsibilities or engagement by the LEA or other end user for which Go Solutions has granted the LEA the right to use the SaaS. “Documentation” means documentation in the form of instructions and manuals provided by Go Solutions, including electronically via a link within the SaaS, that describes the function and use of the SaaS.
- 2) The LEA will not: (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than LEA’s Authorized Users; (iv) interfere with or disrupt the integrity or performance of the SaaS; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; or (vi) remove any proprietary notices or labels.

B) Go Solutions shall provide the following Services:

- 1) Initiate and assist the LEA to become enrolled and maintain certification as a Title XIX Provider. Go Solutions’ assistance shall include the initial and ongoing interactions with the LEA and the Illinois Department of Healthcare and Family Services (“IDHFS”) relating to contract and provider status, rules, procedures, reimbursable activities, rate setting, professional credentialing, cost accumulation and categorization, and access to State Title XIX files, as well as any necessary interactions with the Centers for Medicare and Medicaid Services (“CMS”).
- 2) In conjunction with the LEA, convert the LEA’s services and standards definitions to Title XIX reimbursable services for processing as reimbursable claims.
- 3) Update the unit of service rates, as defined, developed, and established by IDHFS.
- 4) Pursuant to the inter-agency agreement entered into between the IDHFS and the LEA, to the extent allowed by the State of Illinois, assist the LEA in the cross-matching of the LEA’s special education student file with the Illinois master file of Medicaid eligible individuals.

- 5) Provide and implement the SaaS, for the purpose of generating claims for reimbursement that can be submitted by or on behalf of the LEA to IDHFS and the state fiscal agent, Blue Cross/Blue Shield ("BCBS").
- 6) Provide training, instruction materials and electronic assistance in utilizing the SaaS.
- 7) Jointly, with the LEA, supervise and monitor the Title XIX billing and reimbursement program and provide on-going review of the development and any changes that may enhance the program operation and reimbursement levels.
- 8) Provide technical support to assist the LEA in resolving issues that may impair the full functioning of the LEA's participation in the Title XIX billing and reimbursement program.

C) Other Obligations:

- 1) Go Solutions and the LEA each agree to comply with applicable Federal and State laws governing the Title XIX reimbursement program, governing the disclosure of confidential information and governing the protection of proprietary information. The LEA agrees to meet statutory and administrative requirements, as they apply to the LEA and Go Solutions agrees to provide reasonable support to LEA as applicable as the provider of the Services. The recipient of confidential information or proprietary means, methods and techniques shall not disclose or use them for their own benefit outside the scope of this Agreement.
- 2) Go Solutions shall perform the Services in accordance with industry accepted professional standards, and applicable State and Federal laws and regulations.
- 3) Go Solutions shall perform Services at such locations as the LEA and Go Solutions mutually deem necessary and appropriate to the performance of said Services.
- 4) Go Solutions shall coordinate its employees' scheduling and regulate activities to achieve performance goals as developed and agreed to by the parties and shall submit progress reports to the LEA as requested. Each report shall describe Go Solutions' activities by reference to the services. A Go Solutions management employee may meet at such times and places as may be reasonably requested by the LEA with representatives of the LEA.
- 5) The LEA and Go Solutions mutually agree to inform each other as soon as problems, delays or adverse conditions that materially impact the scope of the Services become known. The LEA and Go Solutions shall also report to each other, favorable developments or events that positively affect the flow of work and performance of tasks within the scope of this Agreement. Such disclosure shall be accompanied by a report of any action taken or contemplated by the LEA and Go Solutions, and any assistance required by either party.
- 6) To the extent any records are in or remain in Go Solutions' possession or control, Go Solutions may retain all records relating to this Agreement and the LEA's participation in the Title XIX reimbursement program for seven (7) years after final payment of any claim, or otherwise deliver such records to the LEA as set forth in Section II, Paragraph B) 2) of this Agreement.

II. PERFORMANCE

A) Timeliness, Term and Termination:

- 1) This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year, unless terminated sooner and in compliance with the provisions hereof.

- 2) Prior to the date which Go Solutions and/or the LEA commences billing the State of Illinois for reimbursement, Go Solutions or the LEA may terminate this Agreement without cause by giving thirty (30) days advance written notice to the other party of such termination, specifying the effective date of termination
- 3) Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof.
- 4) This Agreement shall terminate or be suspended automatically if, for any reason, the LEA is no longer able to or authorized to receive reimbursement(s) through the Title XIX program.
- 5) Upon termination of this Agreement, Go Solutions may terminate Client's access to the SaaS and cease performance of the Services as of the termination date.
- 6) To ensure orderly and non-disruptive business continuance, each party shall help the other in the orderly termination of this Agreement. No later than the effective date of the termination, the LEA shall return to Go Solutions any Go Solutions property in its possession.
- 7) Notwithstanding the expiration, termination, or suspension of this Agreement, the obligations of the LEA to make payments to Go Solutions pursuant to Section IV of this Agreement (including for Title XIX claims in process, claims submitted and claims pending hereunder) for Services performed before the effective date of expiration or termination of the Agreement shall continue in full force and effect.

B) Ownership:

- 1) Go Solutions owns all intellectual property rights in and to: (i) the Software, including all updates thereto; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS; and (v) the Services. For clarity, the LEA obtains no interest in the Software, SaaS, Services, or Documentation except as expressly provided in this Agreement.
- 2) All student billing records and/or clinician logs are the property of the LEA and upon termination of this Agreement, Go Solutions, at its expense, shall deliver to the LEA within a reasonable time, all student billing records and/or clinician logs then in Go Solutions' possession. The LEA acknowledges that Go Solutions may, but is not required, archive those records in electronic or magnetic media.

C) Confidentiality:

- 1) During the course of performing the Agreement, each of the parties shall be required to disclose to the other information that is proprietary or confidential to the disclosing party ("proprietary information"). The term "proprietary information" shall include without limitation, information about the means, methods and techniques by which the disclosing party conducts its business, financial information about the disclosing party, the disclosing party's business plans, and, as to the LEA, information regarding students, their families and students' clinical records. The recipient of proprietary information shall not disclose or use for its own benefit outside of the scope of this Agreement any proprietary information that it acquired from the disclosing party.
- 2) Go Solutions and the LEA shall comply with all applicable Federal and State laws governing the disclosure of confidential information regarding students and their families. Including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 and regulations adopted thereunder ("HIPAA").

III. COOPERATION

A) Both parties shall cooperate as follows:

- 1) Upon Go Solutions' request, the LEA shall furnish copies, utilizing electronic, public or private parcel postal services, of all information, data, records, reports, etc., that exist, are available and mutually deemed necessary for performing the Services, without charge to Go Solutions. Go Solutions shall be permitted to visit the LEA's offices and facilities to obtain necessary data, during regular business hours, and as reasonably requested during non-regular business hours. Appropriate conferences shall be scheduled at convenient times with essential administrative personnel of the LEA for gathering such data.
- 2) The LEA shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Go Solutions for purposes of the performance by Go Solutions of the Services. Go Solutions shall communicate to the LEA any problems coming to Go Solutions' attention relating to accuracy and completeness of data provided to Go Solutions that may impact reimbursement claims.
- 3) The LEA shall, with Go Solutions' technical support and assistance, make such good faith efforts to successfully pursue and defend all Title XIX reimbursement claims filed with the State of Illinois or any agency or department thereof, or any political divisions of the State of Illinois or any agency or department thereof, relating to the Services provided by Go Solutions under this Agreement, including without limitation, assistance in grant appeals and all other legal proceedings, whether judicial, governmental, administrative, arbitration, meditative, or otherwise.
- 4) The LEA shall execute, if necessary, an agreement with applicable departments or agents of the State of Illinois providing for cooperation with respect to those elements essential to the goals of this Agreement.
- 5) The LEA shall provide and assist Go Solutions with access to documentation, records, and electronic media, etc., that exist, are available and deemed mutually necessary for the performance of the Title XIX services without charge to Go Solutions.
- 6) The LEA shall attend meetings as required with State and Federal personnel including State agency personnel, to negotiate the enrollment of the LEA as a Title XIX provider.
- 7) The LEA shall provide Go Solutions with temporary workspace and telephones during normal business hours on the days that Go Solutions is performing on-site Services under this Agreement.
- 8) The LEA shall make its central office and staff reasonably available to Go Solutions in support of this project to answer questions, provide data access, and participate in other reasonable and related activities.
- 9) The LEA shall provide on a reasonable basis staff resources to review existing clinician credentials to decide whether they meet the minimum experiential, licensure, certification, and degree criteria specified by the State of Illinois.
- 10) The LEA shall provide training facilities and staff assistance to co-instruct training events for screeners, staff clinicians, and other personnel engaged in the Title XIX reimbursement program.
- 11) The LEA shall assign a Program Manager having decision-making authority or reporting directly to personnel having decision-making authority for the LEA during the performance of the Services.

- 12) Go Solutions shall deliver to the LEA, as appropriate and necessary, procedure manuals and training materials. These manuals are to be considered Documentation.
- 13) The LEA shall provide other reasonable assistance as requested by Go Solutions for the Services.
- 14) The LEA shall redirect or enlist clinicians with appropriate background and credentials to conduct screening examinations for enhanced service levels and programs as may be mutually agreed to by the LEA and Go Solutions as desirable for the improvement of the program revenue and services.
- 15) The LEA shall have its personnel fill out service reporting instruments as required, to record personnel time for reimbursable services, and as further may be required by the Title XIX reimbursement program.

IV. COMPENSATION

A) The LEA shall pay fees to Go Solutions as follows:

1)

QUANTITY	ITEM DESCRIPTION	AMOUNT
1	SET-UP AND IMPLEMENTATION (including initial database setup, integration implementation, performance monitoring, on-going capacity planning, backup, archival and retrieval subsystems, HIPAA security monitoring)	Included
1	MEDICAID ELIGIBILITY VERIFICATION (including on-going 270 submission, 271 retrieval and processing, and manual verification if necessary)	Included
1	ENCOUNTER VERIFICATION (including review of proper CPT and ICD9 coding, review of applicable CPT code limits, and IEP prescribed service comparison)	Included
1	CLAIM SUBMITTAL (generation of 837 transaction set and interface with the State for submission, TA1 and 997 transaction set processing to ensure valid transfer)	Included
1	REMITTANCE ADVICE BALANCING (loading and processing of the 835 transaction set, including payment posting and balancing of submitted versus received)	Included
1	DENIAL REVIEW AND RESUBMISSION (claim and service line level review of denied claims, review of student eligibility, provider licensing, and coding issues that could result in resubmissions)	Included
1	MANAGEMENT REPORTS TRAINING (ON-SITE)	Included
1	ON-GOING SYSTEM MODIFICATIONS (includes on-going performance monitoring and capacity planning, review of up-time and performance characteristics detailed in the Service Level Agreement and any required State and/or Federal system modifications)	Included
1	ON-GOING USER AND ADMINISTRATOR SUPPORT	Included
Fee:		Fee: \$0.95 Per Submitted Claim for Encounters Entered by the District Staff, \$1.10 per Submitted Claim for Encounters Entered by Go Solutions Staff on behalf of LEA.

2) **Consulting, Support & RICE: Quoted per request at per Hour rate**

Go Solutions offers expanded services for any “out of the Scope of Work” requirements such as RICE (Reports, Interface, Conversion and Expansion), which often fall outside the defined contracted requirements. Go Solutions is prepared to meet these challenges, specifically RICE work, at a very competitive hourly rate based on a pre-quoted and approved Time & Materials (T&M) basis. Additional consulting services and RICE work typically arises to address client needs that go beyond the required “Scope of work” necessary to collect service data, submit associated claims, and provide compliance and audit data. School Districts, as with any organization, find in due course the need for customized forms and reports or the desire to have System Software interface with each other, or to have data converted into other formats in order to make an analysis of the program and make management decisions. Go Solutions works closely with contracted clients to identify, quantify, and provide consulting, application modifications, and associated on-sight support.

- ❖ Administrative Support (Data Coordination; Report Generation; Initial- and Mid-School Year Caseload Updates Provided to Go Solutions for Processing, Etc.)
- ❖ Technical (IT) Support (Programming, Interface, Etc.)
- ❖ On-site Consulting & Training (Expanded Audit Preparation/Participation, Etc.)

The above fees are to be invoiced on a monthly basis and said invoices are to be paid within thirty (30) days.

B) Audit Rights:

The LEA shall keep detailed books and records of revenue, which shall be maintained according to statutory and regulatory requirements for governmental entities. The LEA shall further keep detailed books and records for all claims and project documentation. Such books and records shall be available for inspection or audit by Go Solutions during the term of the Agreement and for three (3) years following the expiration or termination of the agreement.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A) Go Solutions will defend and indemnify the LEA against any claim, action, suit, or proceeding brought by a third party (“Claim”) to the extent the LEA’s use of the SaaS within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, that the LEA notifies Go Solutions promptly in writing of such Claim and provides Go Solutions with the sole control, authority, information and assistance necessary to defend or settle such Claim.
- B) In the event of an infringement Claim, or Go Solutions believes that such a Claim is likely, then Go Solutions shall, at its expense: (i) procure the right for the LEA to continue using the SaaS; (ii) replace or modify the SaaS so that it becomes non-infringing, without materially decreasing the functionality of the SaaS; or (iii) if neither (i) or (ii) is commercially practical, then, at Go Solutions’ sole option, terminate this Agreement and refund a portion of the SaaS fee paid by the LEA for the period in which the SaaS was affected by such infringement.
- C) Go Solutions will not be liable for any infringement Claim based upon any (i) modification of the SaaS made by anyone other than Go Solutions; (ii) use of the SaaS in combination with any software or other technology not supplied by Go Solutions or in which the SaaS was not intended to be used as specified in the Documentation, to the extent such Claim would not have arisen but for such combination (regardless of whether or not Go Solutions has advised the LEA that such use would likely result in a Claim of infringement by a third party); or (iii) use of the SaaS contrary to the terms of this Agreement or the Documentation.

- D) THE FOREGOING STATES GO SOLUTIONS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF THE RESEA WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
- E) Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.
- F) Go Solutions' entire liability under this Agreement or in any way related to the Software, SaaS or Services, will be limited to direct damages in an amount equal to the fees paid by the LEA to Go Solutions pursuant to this Agreement during the twelve (12) month period immediately preceding the Claim.

VI. LIMITATION ON WARRANTIES

THE SOFTWARE, SAAS, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND GO SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF THE RESEA'S REQUIREMENTS.

VII. FORCE MAJEURE

Neither party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement, if such delay or failure result from unforeseeable events, circumstances, or causes beyond its reasonable control, including, but not limited to: natural hazards or acts of nature (such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

VIII. NON-EXCLUSIVITY

- A) Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Go Solutions to provide consulting, auditing or other services, of any kind or nature whatsoever, other than the Services described in this Agreement, to any person or entity as Go Solutions in its sole discretion deems appropriate.
- B) The LEA shall have the right, at its sole option to have professional services other than those provided by Go Solutions hereunder, performed by other organizations of its choosing and Go Solutions shall cooperate with such other organizations as requested by the LEA, provided LEA shall first submit such request and shall receive from Go Solutions a quote for such RICE work, and further provided that Go Solutions shall not be required to disclose any of its proprietary or confidential materials or information to any such other organizations.

IX. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that each party hereto is an independent contractor and that, except to the extent that Go Solutions acts as agent or representative of the LEA with respect to Go Solutions' performance of the Services, neither party is, nor shall be considered, an agent, employee, distributor or representative of the other.

X. BINDING NATURE AND ASSIGNMENTS

This Agreement shall be binding on the parties and their respective successors and assigns. This Agreement may be assigned by Go Solutions to a related or successor corporation, through direct assignment or reorganization, provided the related or successor corporation is the owner of all or substantially all of the assets of Go Solutions and agrees to be bound by the terms of this Agreement.

XI. NOTICES

A) If to the LEA:

**Pana Community Unit School District 8
Attn: Jason Bauer (Superintendent)
14 E. Main
Pana, IL 62557**

B) If to Go Solutions:

**AssetWorks Risk Management Inc. dba Go Solutions
Attn: General Manager
168 Industry Drive
Pittsburgh, PA 15275**

C) All notices shall be deemed served on the earlier of either delivery with proof of receipt or five (5) calendar days after the day of mailing. Either party to this Agreement may change its address for the receipt of invoices at any time by giving notice to the other as provided in the above paragraph. An authorized representative of such party must sign any notice given by a party hereunder.

XII. ENTIRE AGREEMENT

This Agreement, including any signed Exhibit(s) attached, if any, is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

XIII. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by mutually acceptable provisions, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

XIV. WAIVERS AND AMENDMENTS

- A) No delay or omission by any party in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed a waiver thereof.
- B) No waiver or any right or remedy under this Agreement, with respect to any occurrence or event on one occasion shall not be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.
- C) No amendment or waiver shall be valid unless in writing and signed by both parties.

XV. COSTS

Each party shall bear its own costs concerning the negotiation, preparation, execution, and delivery of this Agreement.

XVI. SECTION HEADINGS

The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois.

XVIII. SIGNATURES

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

LEA: Pana Community Unit School District 8

**AssetWorks Risk Management Inc.
dba Go Solutions**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____