

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: RelayHub, LLC AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 91362371

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: General Funds DATE: 12/15/2023

FUNDING SOURCE FOR AGREEMENT: General Funds Account

ACCT # FOR AGREEMENT: 190-490-00-56694

ORIGINAL AMOUNT OF AGREEMENT: \$97,200

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$97,200

_____ ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$97,200

FUNDING SOURCE & ACCT # FOR AMENDMENT: General Funds Account, #190-490-00-56694

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is being done to change the start date on the contract from August 28, 2023 to July 01, 2023. Please note, there is no change in the dollar amount.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: *Paul C. Miller* Paul Miller Dec 15, 2023
(Name) (Date)

Chief Executive Officer
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

91362371



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: RelayHub, LLC

Doing Business As, if applicable:

Business Address: 400 Metacom Avenue, Suite 507, Bristol, RI02809

Business Phone: 860-259-4378

Business email: kblackwood@relayhub.com

Funding Source & Acct # including location code: General Funds Account,
account # 190-490-56694, Location Code: 00

Type text here

Principal or Supervisor: Typhanie Jackson, Executive Director

Agreement Effective Dates: From August 28, 2023. To June 30, 2024.

Hourly rate or per session rate or per day rate.

Total amount: \$97,200

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

The NHPS provides medical necessary services to Medicaid-eligible students and is desirous of maximizing its potential to receive Medicaid reimbursement to which it may be entitled for providing said health care services. **RelayHub, LLC** possesses the expertise and resources to appropriately prepare the claims necessary for reimbursement and therefore maximize the NHPS potential Medicaid reimbursements. NHPS is desirous of retaining **RelayHub, LLC's** services, and **RelayHub, LLC** is desirous of providing them.

Submitted by: Typhanie Jackson

Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: August 09, 2023
Re: RelayHub, LLC - Contract

Please ***answer all questions and attach any required documentation as indicated below.*** Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** RelayHub, LLC
2. **Description of Service:** To process claims for Medicaid-eligible students.
3. **Amount of Agreement and hourly or session cost:** The amount of this agreement is 8% of all reimbursement received from services billed via **RelayHub, LLC** up to \$97,200
4. **Funding Source and account number:** General Funds Account, account # 190-490-56694 (pending receipt of funds) Location Code: 00
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal/No increase
 - b. What would an alternative contractor cost: comparable cost
 - c. If this is a continuation, when was the last time alternative quotes were requested? Yes a continuation.
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
6. **Type of Service:**
Answer all questions:
 - a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
 - b. After School or Extended Hours Program? No
 - c. School Readiness or Head Start Programs? No
 - d. Other: (Please describe)

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Renewal/No increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.
By providing billing services for children by way of their IEPs who have identified to have billable services.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Comparable cost.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Quotes, previous history and feedback.

9. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? By providing billable services for counseling, speech and language, OT and PT for Medicaid reimbursements.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/data that demonstrates effectiveness through feedback from related staff.
- c. How is this service aligned to the District Continuous Improvement Plan?
This agreement is aligned to the district continuous improvement plan of supporting the social, emotional and behavioral health of students as these billing services allows for the district to increase revenue to the district for services to include counseling, speech and language, OT and PT support and a variety of other medical services.

10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it allows the district to eliminate the administrative burden of pencil and paper billing which yields more time to explore additional billing options. Additionally, the cost for this vendor is comparable to that of other vendors providing similar services.

11. What are the implications of not approving this Agreement? The implication for not approving this agreement is that we may not meet the legal requirements as outline by the State for billable services outline in students' IEP.

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NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

RelayHub, LLC

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 5th day of July, 2023 effective the 28th day of August, 2023 by and between the New Haven Board of Education (herein referred to as the “Board”) and, CompuClaim located at 400 Metacom Avenue, Suite 507 Bristol, RI 02809 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of per hours(s) for up to a maximum of 210 day(s).

The maximum amount the contractor shall be paid under this agreement: Ninety Seven Thousand Two Hundred Dollars (\$97,200). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by General Funds Account Program of the New Haven Board of Education, **Account Number:** 190-490-56694. **Location Code:** 00 *(pending receipt of funds*

This agreement shall remain in effect from August 28th, 2023 to June 30th, 2024

SCOPE OF SERVICE:

The NHPS provides medical necessary services to Medicaid-eligible students and is desirous of maximizing its potential to receive Medicaid reimbursement to which it may be entitled for providing said health care services. **RelayHub, LLC** possesses the expertise and resources to appropriately prepare the claims necessary for reimbursement and therefore maximize the NHPS potential Medicaid reimbursements. NHPS is desirous of retaining **RelayHub, LLC's** services, and **CompuClaim** is desirous of providing them.

DIRECT CLAIMING SERVICES:

RelayHub, LLC will provide Direct Claiming Services (hereinafter "DCS"). This service consists of processing the **NHPS'S** claims for Medicaid reimbursement for direct medical services provided to Medicaid-eligible students, based upon data provided to **RelayHub, LLC** by the **NHPS**. **RelayHub, LLC** will perform the following services for the DCS package:

- DCS.1 **RelayHub, LLC** will provide the **NHPS** with a claims information management and custom designed data collection system for the use of the **NHPS** in providing data necessary for **RelayHub, LLC** to formulate the **NHPS's claims**. **RelayHub, LLC** will provide provider reports, and claims processing.
- DCS.2 **RelayHub, LLC** will return to the **NHPS** any and all logs and/or claims that it deems to have supplied insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate Medicaid billing. **RelayHub, LLC** will provide the **NHPS** with direction on how to bring such logs and/or claims into compliance.
- DCS.3 **RelayHub, LLC** will provide timely electronic claims processing for the **NHPS's** claims. All payments on said claims will be remitted directly to the **NHPS**.
- DCS.4 **RelayHub, LLC** will provide monthly Management Reports to the **NHPS**, which outlines the gross amount of claims paid, along with **RelayHub, LLC's** invoice.
- DCS.5 **RelayHub, LLC** will provide training for all **NHPS** providers of Medicaid-eligible services at least once a year regarding federal and state law regarding appropriate Medicaid billing. Training will be for no more than 50 people at once.

ADMINISTRATIVE BILLING SERVICES:

When and if Administrative Billing becomes available in Connecticut, **RelayHub, LLC** will provide the **NHPS** with Administrative Billing Services (hereinafter "ABS"). This service consists of assisting the **NHPS** with preparing claims for Medicaid reimbursement for the expenses incurred by the **NHPS** for administrative activities associated with the provision of direct medical services. **RelayHub, LLC** will perform the following services for the ABS package:

- ABS.1 **RelayHub, LLC** will offer support and guidance to **NHPS** to ensure all time studies are completed on time.
- ABS.2 **RelayHub, LLC** will offer support and guidance to **NHPS** to gather the cost and financial data necessary for the quarterly claims.

When and if Administrative Billing becomes available in Connecticut, the **NHPS** agrees to pay **RelayHub, LLC** for the above Administrative Billing Services at a rate of 8.0 % of revenues collected by the **NHPS** for Administrative Billing. **RelayHub, LLC** will invoice the **NHPS** once a quarter for the prior quarter's services.

CONFIDENTIALITY AND RIGHTS OF REVIEW OF STUDENT RECORDS:

RelayHub, LLC will comply with state and federal laws governing the confidentiality and rights of review of educational and medical records to the extent applicable, including but not limited to the Connecticut Confidentiality of Health Care Data under section 19a-7b of the Connecticut General Statutes and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99.

HIPPA COMPLIANCE:

RelayHub, LLC will comply with any and all applicable regulations regarding transaction and code data standards, including but not limited to 45 CFR Part 162 (HIPAA Administrative Simplification Regulations), as amended.

ERRORS AND OMISSIONS:

It is recognized by the *NHPS* those errors in processing Medicaid claims may occur, resulting in the disallowance of claims and/or demands that the *NHPS* return funds paid to it by Medicaid and/or the Department of Social Services. The disallowance of claims and/or demands for return of funds paid may be the result of human error, whether by the *NHPS* or **RelayHub, LLC**, but may also be the product of existing ambiguities in the laws and regulations regarding the appropriate manner of processing claims and/or eligibility for reimbursement for various types of services.

Accordingly, while **RelayHub, LLC** will use its best efforts to process the *NHPS's* claims and to remedy any defects, the *NHPS* will indemnify, defend, and hold **RelayHub, LLC** harmless for any and all disallowance of claims; and any and all demands, claims, suits, actions or judgments for return of Medicaid and/or Department of Social Services funds arising out of **RelayHub, LLC's** good faith performance of its duties under this contract. It is further agreed by and between the parties that in the event that the *NHPS* is required to return Medicaid and/or Department of Social Services funds due to inaccurate information provided by the district to **RelayHub, LLC**, any portion of those amounts that were paid to **RelayHub, LLC** as compensation for **RelayHub, LLC's** provision of services under this contract will be non-refundable.

In the event the *NHPS* is required to return funds to Medicaid and/or the Department of Social Services due to an error directly attributable to **RelayHub, LLC**, the *NHPS agrees* that its remedy shall be limited to a return of fees paid to **RelayHub, LLC** for the claim that contained such error. During the course of this contract **RelayHub, LLC** will maintain an active Errors and Omissions Policy.

INTELLECTUAL PROPERTY:

If, in the performance of this contract, the *NHPS* its employees, agents and servants are given access to information that **RelayHub, LLC** considers confidential, the rights and obligations of the parties with respect to such information shall be governed by the terms and conditions set forth below.

- A. For the purposes of this contract, "Confidential Information" is information of any kind, disclosed by **RelayHub, LLC** to the *NHPS*, its employees, agents, and servants and is identified by appropriate marking as confidential at the time of disclosure. In the event that Confidential Information must be disclosed visually or orally, these obligations shall apply only to that information which is confirmed as being confidential in writing by **RelayHub, LLC** within ten (10) working days of the disclosure.
- B. It is agreed by **RelayHub, LLC** and the *NHPS* that the obligations of confidentiality shall not attach to information which:
 - 1. is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the *NHPS*;

2. was known to the **NHPS** prior to the date of the Agreement or becomes known to the **NHPS** thereafter from a third party having an apparent bona fide right to disclose the information;
 3. is disclosed by the **NHPS** in accordance with the terms of **RelayHub, LLC**'s prior written approval;
 4. is disclosed by **RelayHub, LLC** without restriction on further disclosure;
 5. is independently developed by **NHPS**;
6. The **NHPS** is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, or state or federal law, provided that the **NHPS** promptly notifies **RelayHub, LLC**.
- C. The **NHPS** shall use **RelayHub, LLC**'s Confidential Information solely for the purpose of performing its obligations under this contract. The **NHPS** agrees to make Confidential Information available only to the **NHPS** employees, agents, or servants who require access to it in the performance of this contract, and to inform them of the confidential nature of such information. The **NHPS** shall exert reasonable efforts to maintain such information in confidence. The **NHPS** shall immediately, upon discovery of any disclosure not authorized hereunder, notify **RelayHub, LLC** and take reasonable steps to prevent any further disclosure or unauthorized use. These obligations shall survive the termination of this contract. At the termination of this contract, the **NHPS** agrees to promptly return any and all materials marked as confidential in accordance with subsection as above.

ENTIRE AGREEMENT:

This contract embodies the entire agreement between the **NHPS** and **RelayHub, LLC**. There are no promises, terms, conditions, or obligations made or entered into by either party other than contained herein. This contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

INVALIDITY

If any paragraph or part of this contract is invalid, it shall not affect the remainder of said contract, but said remainder shall be binding and effective against both parties.

COMPENSATION:

NHPS agrees to pay **RelayHub, LLC, Inc.** for Medicaid claiming services at a rate of 8% for all reimbursements received. The rate of 8% for claiming services will begin with the first bill that is paid from the **RelayHub, LLC** processing, not the first day of this contract. To also include enhance consultant service in the amount of \$30,000.

During the contract term of one year, it is expected that if **NHPS** adheres to **RelayHub, LLC**'s program to capture all qualified and eligible services that the district is entitled to that **NHPS** may reach its potential annual Medicaid revenue of \$1,500,000, however, it is not expected that **NHPS** will make this in the first contract year.

This contractual agreement is based in the good faith between **NHPS** and **RelayHub, LLC**, whereas **NHPS** will follow CompuClaim's billing program and protocols. CompuClaim will provide monthly update reports to the Superintendent of Schools to track progress during the contract term and ensure that all recommendations from **RelayHub, LLC** are being followed.

Exhibit A: Scope of Service: *Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

Exhibit B: Student Data and Privacy Agreement: *Attached*

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.

Paul E. Miller
Paul E. Miller (Aug 9, 2023 13:25 EDT)
Contractor Signature

Aug 9, 2023
Date

Luigi Riva
President
New Haven Board of Education

8/28/2023
Date

Paul Miller, CEO RelayHub, LLC.
Contractor Name Printed or Typed