

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – May 9, 2023

PROCUREMENT SOLICITATION **RFP 22-932-P-WH Medicaid Fee for Service, Scheduling and Billing**

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input checked="" type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Student Services **Legal Review Required:** **Yes** **No**
Standard Template Used with No Changes: **Yes** **No**
Standard Template Type: N/A

VENDOR NAME	ANNUAL AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Frontline Technologies Group LLC, dba Frontline Education	Year 1 - \$135,000.00 Year 2 - \$142,423.00 Year 3 - \$150,258.39 Year 4 - \$158,522.60 Year 5 - \$167,241.34	Service Tracking, Administrative Claiming, and Medicaid Billing Management
Total	\$753,445.33	

<input type="checkbox"/> Contract Renewal	New Contract Amount	\$753,445.33
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	\$702,000.00
<input checked="" type="checkbox"/> New Contract	Variance	\$51,445.33

PRICE INCREASE / DECREASE EXPLANATION: Pricing is the result of the RFP process.

DISCUSSION:

The district issued a Request for Proposal for Medicaid Fee for Service, Scheduling, and Billing on December 21, 2022. Three responses were received. A committee consisting of members from Systems of Support, Program Support, Financial Services, Behavior, Psychological & Mental Health Services, and Educational Technology were part of the selection process for the new contract. After proposal review and oral presentations, the evaluation committee made the recommendation to award the Frontline Technologies Group LLC dba Frontline Education.

These services generate an estimated annual revenue of \$2,500,00.00.

A vendor-provided agreement has been used and was approved by Legal Services on February 23, 2023.

CONTRACT TERM:

The initial contract term shall commence July 1, 2023 and continue until June 30, 2026 with the option to renew for one (1) optional two (2) year renewal period for a total of five (5) years.

RECOMMENDATION:

It is the recommendation of Dr. Tracy Webley, Assistant Superintendent of Student Services, and Christopher Reed, Director of Systems of Support to approve the attached agreement with Frontline Technologies Group LLC dba Frontline Education in the amount of \$753,445.33.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (10)



1400 Atwater Drive Malvern, PA 19355

04/04/2023

Customer:	Order Form Details:
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<p>Brevard Public Schools 2700 Judge Fran Jamieson Way Viera, Florida, 32940-6699 United States</p> <p>Contact: William Henzmann Title: Buyer, Purchasing Services Phone: 321-633-1000 Email: henzmann.william@brevardschools.org</p>	<p>Account Manager: Karlie Termotto Sale Type: Renewal Quote Currency: USD</p>
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Pricing Overview	Amount
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Annual Recurring Fees	\$135,000.00
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Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Service Tracking, unlimited usage for internal employees	7/01/2023	6/30/2024	\$81,000.00
Service Tracking, unlimited usage for internal employees	7/01/2024	6/30/2025	\$85,455.00
Service Tracking, unlimited usage for internal employees	7/01/2025	6/30/2026	\$90,155.03
Medicaid Administrative Claiming (MAC), unlimited usage for internal employees	7/01/2023	6/30/2024	\$27,000.00
Medicaid Administrative Claiming (MAC), unlimited usage for internal employees	7/01/2024	6/30/2025	\$28,484.00
Medicaid Administrative Claiming (MAC), unlimited usage for internal employees	7/01/2025	6/30/2026	\$30,051.68
Medicaid Billing Management, unlimited usage for internal employees	7/01/2023	6/30/2024	\$27,000.00
Medicaid Billing Management, unlimited usage for internal employees	7/01/2024	6/30/2025	\$28,484.00
Medicaid Billing Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$30,051.68



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Additional Order Form Information

Special Instructions and Additional Terms

The pricing for years 4 and 5 shall be at an increase of 5.5% for each year.

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



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Invoicing Schedule	Due Date	Amount
Invoice: Annual		\$135,000.00
Service Tracking, unlimited usage for internal employees		\$81,000.00
Service Tracking, unlimited usage for internal employees		\$85,455.00
Service Tracking, unlimited usage for internal employees		\$90,155.03
Medicaid Administrative Claiming (MAC), unlimited usage for internal employees		\$27,000.00
Medicaid Administrative Claiming (MAC), unlimited usage for internal employees		\$28,484.00
Medicaid Administrative Claiming (MAC), unlimited usage for internal employees		\$30,051.68
Medicaid Billing Management, unlimited usage for internal employees Medicaid		\$27,000.00
Billing Management, unlimited usage for internal employees Medicaid Billing		\$28,484.00
Management, unlimited usage for internal employees		\$30,051.68



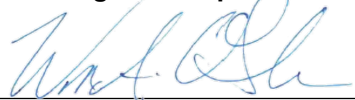
1400 Atwater Drive Malvern, PA 19355

04/04/2023

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: <u></u></p> <p>Name: <u>William A. O'Shea</u></p> <p>Title: <u>Chief Financial Officer</u></p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p> <p>Effective Date: <u>4/20/2022</u></p>	<p>Brevard Public Schools</p> <p>Signature: _____</p> <p>Name: <u>Matthew J. Susin</u></p> <p>Title: <u>Board Chairman</u></p> <p>Address: <u>2700 Judge Fran Jamieson Way</u> <u>Viera, Florida 32940-6699</u></p> <p>Email: _____</p>
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MODIFICATION TO MASTER SERVICES AGREEMENT

This Modification to Frontline’s Master Services Agreement (“Modification”) by and between The School Board of Brevard County, Florida with a business address at 2700 Judge Fran Jamieson Way, Viera, Florida, 32940-6699 and Frontline Technology Group, LLC dba Frontline Education (“Frontline”), a Delaware limited liability company, maintaining its principal place of business at 1400 Atwater Drive, Malvern, PA is entered into as of the date last written below (“the Effective Date”).

Recitals underlying this Agreement

- A. As a condition to use the Frontline Subscription Software or to receive Professional Services listed on Order Form Q-117629 Client is required to agree to Frontline’s Master Services Agreement, the terms of which are available online at <https://www.frontlineeducation.com/master-services-agreement/>.
- B. Client and Frontline desire to modify the Master Services Agreement as set forth in this Modification.

NOW, THEREFORE, in light of the foregoing recitals, the mutual covenants and obligations contained in this Modification and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Section 2 Invoicing and Payment.**

Section 2 shall be replaced in its entirety with the following language:

All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Invoices may be sent by Frontline or a Frontline subsidiary or affiliate. Startup Costs are priced with the assumption that implementation of the Subscription Software will be completed within 120 days after signing. Frontline reserves the right to charge Client additional service fees for added project costs due to Client-caused delays occurring after the 120-day implementation period. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client’s signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars and Client shall pay all fees, charges, and expenses within **45** days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Unless the Order Form states otherwise, Frontline reserves the right to increase any of the fees for any Renewal Term by providing notice of such increase to Client at least 30 days prior to the start of such Renewal Term. All charges under this Agreement are exclusive of, and Client is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities, except for any tax based on Frontline’s income. Without limiting the foregoing, Client shall promptly pay to Frontline any amounts actually paid or required to

be collected or paid by Frontline pursuant to any statute, ordinance, rule, or regulation of any legally constituted taxing authority. If the Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form. If the parties agree that Frontline's personnel are to travel to Client's facility or otherwise in connection with any of the Services, Client shall be responsible for the reasonable costs of transportation, lodging, meals, and the like for Frontline's personnel.

2. Section 6 Indemnification,

Section 6 shall be replaced in its entirety with the following language:

To the maximum extent permitted by applicable law, **Client and Frontline shall indemnify each other** and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Client of this Agreement, including failure to obtain consent to provide Personal Data.

3. Section 10.7 Choice of Law/Venue.

Section 10.7 shall be replaced in its entirety with the following language

This Agreement shall be governed by the laws of the State of **Florida**, without reference to its conflict of laws principles. Any disputes under this Agreement shall be resolved in a federal or state court of competent jurisdiction in the state where the Client is located.

4. Section 10.

Add the following to Section 10.

PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

*this provision must be in 14pt bold font per the statute.

E-VERIFY

Under Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by

January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

5. This Modification is the complete agreement between the parties as to the modification of the Master Services Agreement and replaces any prior oral or written communications between the parties as to any further modification. Unless modified herein, all provisions of the Master Services Agreement not modified hereiu have been agreed to as written.
6. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Modification may only be modified by a written document executed by the parties hereto.
7. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed.

"Frontline"

"Client"

FRONTLINE TECHNOLOGIES GROUP
LLC DBA FRONTLINE EDUCATION

THE SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA



Authorized Signature

By: Scott Crouch

Its: VP Financial Operations

Dated: March 8, 2023

Matt Susin

Digitally signed by Matt
Susin
Date: 2023.03.29
09:28:10 -04'00'

Authorized Signature

By: Matthew J. Susin

Its: Board Chairman

Dated: 3/29/23