

*ClaimAid*  
*8141 Zionsville Rd*  
*Indianapolis, Indiana 46268*

RE: School Based Billing Services Letter Agreement

This letter serves as a legally binding agreement (this "Letter Agreement") between ClaimAid Consulting Corporation ("ClaimAid") and Iowa City Community School District ("Client") regarding the billing and follow up of school based services eligible for reimbursement under Medicaid on the following terms and conditions.

1. Background. ClaimAid assists school districts in recovering, from state Medicaid programs, funds that are available for providing services covered under a federally mandated program which covers certain health-related school based services (the "Medicaid Services").

2. Client Responsibilities. Client shall be responsible for the following:

- (a) Providing ClaimAid with all information necessary, including all documents prepared by eligible providers of Medicaid Services contracted or employed by Client, to bill for the Medicaid Services. The billing information may be sent to ClaimAid electronically.
- (b) Forwarding to ClaimAid all inquires and correspondence received from the Iowa Medicaid Program.
- (c) Allowing on-site access for ClaimAid personnel to check account history and status on a regular basis.
- (d) Providing a copy of all payment listings and other pertinent information from the Iowa Medicaid Program to ClaimAid on a weekly basis.
- (e) Allowing ClaimAid access to any internet tools offered by the Iowa Medicaid Program which will allow immediate follow up on all rejections and appropriate posting of all payments.

3. ClaimAid Responsibilities. ClaimAid shall be responsible for the billing and follow up of the Medicaid Services (the "Billing Services") which includes the following:

- (a) Billing electronically whenever possible.
- (b) The initial submission of claims for the Medicaid Services and performing all follow up on the submitted claims with the end result being payment or valid denial from the Iowa Medicaid Program.
- (c) Providing the Client with monthly detailed reports consisting of account status, invoice (showing payments) and Return/Uncollected report.

- (d) Allowing access for Client's personnel to check the current status on any Medicaid Services referred to ClaimAid.
- (e) ClaimAid personnel may need to code or change information to assure appropriate billing.
- (f) Retaining all account information and proof of invoicing for seven (7) years. This information will be available for review at the Client's request.
- (g) Maintaining open/active communications between the Client, the Iowa Medicaid Program, and the Iowa Department of Education to ensure timely and accurate resolution of all billed Medicaid Services.
- (h) Act as agent of Client in accessing records which includes medical records, student files, and financial records in the resolution of all accounts referred under this Letter Agreement.

4. Personnel Training. ClaimAid shall provide 3 hours of on-site introductory training to all appropriate personnel of Client during the first 12 months from the effective date during the Initial Term and up to 4 hours of follow-up training as needed or requested by Client during the term of this Letter Agreement without charge. If additional training is needed, ClaimAid will provide the training at the rate of \$95 per hour.

5. Fees. Client shall pay ClaimAid a fee equal to six percent (6%) of the net reimbursement from the Iowa Medicaid Program not to exceed \$60,000 per 12-month period during the term of this Letter agreement. Net reimbursement means the federal portion of the reimbursement. ClaimAid WILL NOT charge a fee for any account deemed non-collectible for any reason. Client shall make payment to ClaimAid within forty-five (45) days from date the invoice is received. Payment of invoice is requested within 30 days from date received, if reasonably possible. Unpaid balances, after forty-five (45) days will accrue interest at a rate of 1% per month.

6. Term and Termination. This Letter Agreement shall commence on the 1st day of March, 2026 (the "Effective Date") and shall continue for three (3) years (the "Initial Term"). This Letter Agreement may also be terminated at any time by a party not in default hereunder upon thirty (30) days written notice to the party that has committed a material breach of this Letter Agreement and has not cured such breach within twenty (20) days after notice thereof has been given by the party not in default. Any payments received by Client on accounts referred to ClaimAid before the termination date shall be subject to the payment obligations of Section 5.

7. Indemnification. To the extent permitted by law, Client shall indemnify and hold harmless ClaimAid against any and all liabilities losses, damages, assessments, claims, judgments, fines, penalties, costs, and expenses (including but not limited to, reasonable attorney's fees) in any manner arising from or in connection with incorrect or inadequate information contained in a student's IEP on which a physician or any other authorized health care professional relied in ordering the Medical Services. The obligation to indemnify shall survive expiration or termination of this Letter Agreement.

ClaimAid shall indemnify and hold harmless Client against any and all liabilities, losses, damages, assessments, claims, judgments, fines, penalties, costs and expenses (including but not limited to, reasonable attorney's fees) in any manner arising from or in connection with a

material breach of this Letter Agreement by ClaimAid or ClaimAid's violation of any applicable federal, state, or local law or regulation in the performance of its obligations under this Letter Agreement. This obligation to indemnify shall survive the expiration or termination of this Letter Agreement.

8. Exclusive Agreement. During the Initial Term, ClaimAid shall be the sole and exclusive provider of services to Client that are similar to the Billing Services.
9. Compliance and Confidentiality. Client and ClaimAid will adhere to all applicable rules and regulations established by the federal government regarding confidentiality of student and Client information, including but not limited to, the Federal Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act ("HIPAA") and state privacy laws. Client and ClaimAid will safeguard and maintain strict confidentiality of all student information. ClaimAid will use the information for the sole purpose of providing the Billing Services and will not release any information to a third party without consent, except as allowed or required by law.

For purposes of FERPA, ClaimAid shall be considered a "school official" with a legitimate educational interest in the student records disclosed to it, as that term is used in 34 C.F.R. § 99.31(a)(1). ClaimAid will remain under the direct control of the Client with respect to the use and maintenance of student information and will comply with all FERPA requirements applicable to school officials.

10. Disclaimer. ClaimAid makes no guarantee of results with respect to any account and ClaimAid shall not be held liable for any account not approved for payment for any reason. ClaimAid shall not be liable for any errors or omissions contained in the information submitted by Client.
11. Third Party Beneficiary. The parties agree there are no express or implied third party beneficiaries of this Letter Agreement.
12. Miscellaneous. This Letter Agreement shall be governed by, interpreted and enforced in accordance with the law of the state of Iowa, without regard to conflicts of law principles. This Letter Agreement may not be assigned by either party without the prior written consent of the other party, which it may grant, condition or deny in its sole discretion. This Letter Agreement sets forth the entire understanding of the parties regarding the subject matter hereof and supersedes all other prior and different understandings, whether written or oral. Any term that is invalid or unenforceable shall not affect the enforceability of the remaining terms. This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. No amendment of this Letter Agreement is valid unless in writing and signed by both parties. All notices required hereunder must be sent by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.

If the terms of this Letter Agreement are acceptable, please sign in the appropriate space below and return the duplicate original copy to ClaimAid at your earliest convenience. We look forward to our continued relationship.

"ClaimAid"

CLAIMAID CONSULTING CORPORATION

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Letter Agreement is agreed to and accepted as of the Effective Date.

"Client"

Iowa City Community School District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_