

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ACCELIFY SOLUTIONS, LLC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
16 West 36th Street, Suite 902, New York, New York 10018

WHEREAS, SBBC and VENDOR entered into an Agreement dated May 8, 2018 (hereafter "Agreement"); and

WHEREAS, the Agreement is for the purchase of the VENDOR's web-based and hosted tools called AcceliTrack, AcceliPLAN, AcceliSCHEDULE, AcceliROUTE and AcceliBILL, which are used by SBBC to enhance compliance with the Individuals with Disabilities Education Act (IDEA) and Medicaid regulations through electronic record keeping; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement to add AcceliPROGRESS and AcceliASSIGN through this First Amendment to Agreement (hereafter "Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The Parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.02 **Cost of Goods or Services Provided.** Beginning July 1, 2018 through July 22, 2019, SBBC shall pay VENDOR a total of Three Hundred Eighty-Seven Thousand,

Four Hundred Fifty Dollars and 00/100 Cents (\$387,450.00) as itemized in **Attachment A**, net thirty (30) day payment terms from the date of an appropriate invoice VENDOR submits to SBBC for goods and services VENDOR satisfactorily provided to SBBC between July 1, 2018 and July 22, 2019. Beginning July 23, 2019, SBBC shall pay VENDOR a total of Four Hundred Fifty-Seven Thousand, Four Hundred Fifty Dollars and 00/100 Cents (\$457,450.00) per year as itemized in **Attachment B**, net thirty (30) day payment terms from the date of an appropriate invoice VENDOR submits to SBBC for goods and services VENDOR satisfactorily provided to SBBC beginning July 23, 2019.

2.03 **Description of Goods and Services Provided.** Beginning July 1, 2018 through July 22, 2019, VENDOR shall provide the Service Tracking and Claiming web-based system, AcceliPLAN 504, and AcceliROUTE as detailed in **Attachment A** annual subscription based software licensing and consulting services as needed for system customization or modification. Beginning July 23, 2019, VENDOR shall provide the Service Tracking and Claiming web-based system, AcceliPLAN 504, AcceliROUTE, AcceliASSIGN and optional AcceliPROGRESS as detailed in **Attachment B** annual subscription based software licensing and consulting services as needed for system customization or modification.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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ATTACHMENT B

Pricing

Item	Annual Licensing Costs beginning August 6, 2019
AcceliPLAN 504 Includes: 504 Plan Development and Management System	\$15,750.00 Per Year
Service Tracking and Claiming Includes: AcceliTRACK, AcceliCLAIM, AcceliSCHEDULE, AcceliBILL, and Medicaid Consulting Services With Customization Budget of \$30,000	\$352,275.00 Per Year
AcceliROUTE Includes: Transportation Tracking System to be used for FTE Survey and Medicaid claiming	\$19,425.00 Per Year
AccelASSIGN Includes: Personnel estimation and allocation tools for resource planning for related services and support facilitation personnel	\$50,000.00 Per Year
Customizations/Modifications Modifications and enhancements are needed in the Accelify modules in order to capture data, create forms, and bill Medicaid for health interventions and behavior.	\$20,000.00 per Year
AcceliPROGRESS Includes: Progress monitoring module to allow for in service documentation of progress toward goals and objectives for students with ESE Plans	\$0.00 for the 2019-2020 School Year. \$75,000.00 each year thereafter (at the option of SBBC) *
Total:	\$457,450.00 Per Year

\$50,000 per annum of above fees can be applied toward customizations of any of the systems listed above.

*If SBBC elects to exercise continuation of AcceliPROGRESS beyond June 30, 2020, a new Amendment will be drafted and will require Board written approval and VENDOR written approval. SBBC is under no obligation to continue the use of AcceliPROGRESS beyond the 2019-2020 School Year.