

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**FIRST AMENDMENT
THE MEDICAID CLAIMS PROCESSING AND ADVISORY SERVICES AGREEMENT**

(SIVIC SOLUTIONS GROUP, LLC)

This First Amendment to the Medicaid Claims Processing and Advisory Services Agreement ("**First Amendment**") is entered into as of the date last signed below ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**") and Sivic Solutions Group, LLC, with offices located at 30 Lanidex Plaza West, Parsippany, NJ 07054 ("**Vendor**"). The Board and Vendor may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

- A. The Board and Vendor entered into that certain Medicaid Claim Processing and Advisory Services Agreement (the "**Original Agreement**") for an original term commencing on January 1, 2019 and continuing through December 31, 2019, with the Board having four (4) options to renew for periods of one (1) year each (Board Report No.18-1205-PR16); and
- B. The Board exercised its first option to renew the Original Agreement pursuant to that certain Agreement Exercising the First Option to Renew the Medicaid Claim Processing and Advisory Service Agreement ("**First Renewal Agreement**") for a term commencing January 1, 2020 and continuing through December 31, 2020 (authorized by Board Report No. 19-0925-PR9); and
- C. The Board exercised its second option to renew the Original Agreement pursuant to that certain Agreement Exercising the Second Option to Renew the Medicaid Claim Processing and Advisory Service Agreement Contract ("**Second Renewal Agreement**") for a term commencing January 1, 2021 and continuing through December 31, 2021 (authorized by Board Report No. 20-0826-PR8); and
- D. The Board exercised its third option to renew the Original Agreement pursuant to that certain Agreement Exercising the Third Option to Renew the Medicaid Claim Processing and Advisory Service Agreement Contract ("**Third Renewal Agreement**") for a term commencing January 1, 2022 and continuing through December 31, 2022 (authorized by Board Report No. 21-1027-PR4); and
- E. The Board exercised its fourth option to renew the Original Agreement pursuant to that certain Agreement Exercising the Fourth Option to Renew the Medicaid Claim Processing and Advisory Service Agreement Contract ("**Fourth Renewal Agreement**") for a term commencing January 1, 2023 and continuing through December 31, 2023 (authorized by Board Report No. 22-1026-PR6). The Original Agreement, the First Renewal Agreement, the Second Renewal Agreement, the Third Renewal Agreement, and Fourth Renewal Agreement shall be collectively referred to herein as the "**Existing Agreement**;" and
- F. The Board now desires to extend and amend the Existing Agreement as set forth herein, and Vendor accepts and agrees to this First Amendment on the terms and conditions hereinafter set forth. The Existing Agreement and this First Amendment shall be collectively referred to herein as the "**Agreement**."

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.

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2. **The Term Section in the Existing Agreement is hereby amended:**

Renewal Term Extension: The Parties agree to amend the Existing Agreement and extend the Renewal Term by an additional twelve (12) months; the Renewal Term is hereby extended beginning January 1, 2023 and continuing through December 31, 2024 ("**Extended Term**"), unless terminated sooner as provided in the Existing Agreement.

3. **Scope of Services:** During the Extended Term, Vendor shall continue to provide those Services in accordance with the terms and conditions described in **Exhibit A-1** and KPI Matrix in **Exhibit D-4** of the Existing Agreement.

4. **The Compensation Section in the Existing Agreement is hereby amended:**

Amended Compensation: The total maximum compensation payable to Vendor during the Term is hereby increased from Six Hundred Twenty-Four Thousand and 00/100 (\$624,000.00) to One Million Two Hundred Forty-Eight Thousand and 00/100 (1,248,000.00) ("**Amended Maximum Compensation Amount**"). This Amended Maximum Compensation Amount shall apply to the Term ending December 31, 2024. With the exception of this change to the Maximum Compensation Amount, all other provisions in the Compensation Section remain unchanged.

5. **Entire Agreement:** Except as expressly provided in this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect during the First Amendment Term.

6. **Counterparts and Electronic Signatures:** This First Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both Parties.

7. **Board Approval:** This First Amendment is subject to approval by the members of the Board of Education of the City of Chicago.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the Effective Date.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

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ES

SIVIC SOLUTIONS GROUP, LLC

DocuSigned by:
Jianan Shi
By: D5020023484044E...
Jianan Shi, President

By: Eric D Seguin
Name: ERIC D. SEGUIN
Title: PRESIDENT & COO

DocuSigned by:
Myra Rivera
Attest: F8847BAD18D24D7...
Myra Rivera, Assistant Secretary

Date: 11/8/23

Date: November 16, 2023 | 2:24:37 PM CST

DocuSigned by:
Pedro Martinez
By: AA17786A4B2446C
Pedro Martinez, Chief Executive Officer

Board Report No. 23-1025-PR6

Approved as to Legal Form: CO JDE ES

DocuSigned by:
Ruchi Verma
By: 56B562E0EEA44C9
Ruchi Verma, General Counsel