GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT – ISDC Partnership Rate

This Agreement is made by and between Compliance Services Association, Inc., an Idaho General NON-Profit corporation, located at 6003 W Overland Rd, Suite 201, Boise, ID 83709, hereinafter referred to as CSA, and Kimberly School District, located at 141 Center St. W., Kimberly, ID, hereinafter referred to as the SCHOOL DISTRICT.

WHEREAS, CSA is an Idaho NON-Profit corporation organized to provide COMPLIANT MEDICAID administration to Idaho schools, and has developed a complete COMPLIANT MEDICAID administration program which provides Idaho school districts with training, administrative, consultative, statistical, audit services, and a guarantee of compliance;

WHEREAS, the SCHOOL DISTRICT wishes to obtain, and CSA wishes to furnish these COMPLIANT MEDICAID administration services;

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

1. The term of the Agreement shall be from **August 1, 2018 to July 31, 2019,** provided that the agreement shall be automatically renewed for successive one-year terms, unless terminated in writing by either party 45 days before August 1 of the then current term of the agreement, or as provided in Section 8 of this agreement.

2. CSA will provide COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment A) document attached.

3. The SCHOOL DISTRICT agrees to perform the COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment B) document attached.

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4. As consideration for the provision of said services, the SCHOOL DISTRICT shall pay CSA an administration fee of **6%** for all MEDICAID reimbursements received either by direct deposit, checks, or when payment is made available to the SCHOOL DISTRICT by the Idaho Department of Health & Welfare.

   a) The administrative fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report.

   b) The guarantee is reflected in a service level agreement and will include (Attachment A – Attachment B);

   - Idaho DHW School-Based Services Medicaid Program compliance.
   - IEP monitoring for guaranteed NO Additional audit penalties paid from SCHOOL DISTRICT funds for SBS Medicaid billing audits. CSA will credit all audit findings, administration fees, and civil monetary penalties associated with any recouped amounts. No guarantee for IDEA compliance.
   - iTrackIEP software ***Provided at no extra cost.*** (Must "Opt IN")
   - iTrackLOGS software for online billing sessions ***Provided at no extra cost.*** (Must "Opt IN")
   - iTrackPAPER software for "in house" Medicaid Billing Submissions. ***Provided at no extra cost.*** (Must "Opt IN")
   - Physician referral. ***Provided at no extra cost.*** (Must "Opt IN")

<u>GUARANTEE WILL NOT INCLUDE;</u>

- Monitoring of IDEA qualifying documentation, services provided, or documentation of services provided in schools.

<u>GUARANTEE WILL INCLUDE;</u>

- Monitoring of; hiring, qualifications and/or Medicaid exclusion list, of providers of services in schools.
- Monitoring of; Student qualifications and assessments/evaluations.
- Monitoring of student absent and "no school" days through an SIS integration.

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Added Value Services provided in this agreement;

(Check one box, each line)	"Opt IN"	"Opt OUT"
Assisting with obtaining Signed Physician referrals	☐	☐
Use of iTrackIEP – online IEP software(Attachment D)	☐	☐
Use of iTrackLOGS – online data tracking module	☐	☐
Use of iTrackPaper – School in-house billing module	☐	☐

c) The Administrative Fee is as follows: **6%**

5. The parties herein covenant and agree to review the **Idaho Medicaid Provider Handbook, Rehabilitative and Health Related Service** and both parties herein covenant and agree to abide by the terms contained therein and subsequent orders and or directions as the Idaho Department of Health and Welfare shall provide in reference to the Idaho Medicaid Provider Handbook. Both parties herein acknowledge that they have a current copy of the above referenced handbook in their possession.
6. Both parties herein acknowledge and agree that the information as submitted by CSA to the Idaho Department of Health and Welfare is information provided to CSA from the SCHOOL DISTRICT through the IEP's and physician referrals. Any errors or omissions for services or billing documentation of those services provided in schools, whether or not reflected on the IEP or physician referral, may result in overpayment or underpayment, therein may affect and cause Medicaid adjustments. SCHOOL DISTRICT acknowledges that the accuracy of any Medicaid billings submitted by CSA are dependent on the accuracy of information provided to CSA by SCHOOL DISTRICT. CSA does not and will not guarantee errors or omissions for providing documented services or the billing documentation of those services. For services provided, documentation of those services and IDEA compliance, SCHOOL DISTRICT releases and holds harmless CSA, its officers and agents, from any and all liability to the Idaho Department of Health and Welfare, Medicaid or any other governmental or private person or entity for any overpayments, adjustments, demands for repayment, interest, penalties of other claims of any sort related to any services provided by CSA, including without limitation any Medicaid billings submitted by CSA or SCHOOL DISTRICT.

7. The SCHOOL DISTRICT herein acknowledges and agrees that CSA is providing a service to the SCHOOL DISTRICT that is specialized and that in the implementation of this service CSA has trained SCHOOL DISTRICT agents and has provided SCHOOL DISTRICT agents with proprietary knowledge and information that said agents would not otherwise obtain. Therefore, SCHOOL DISTRICT herein acknowledges and agrees that during the term of this agreement the SCHOOL DISTRICT or its agents will not use, consult with, hire, retain, or otherwise cause any agent of SCHOOL DISTRICT, be it a SCHOOL DISTRICT employee, agent or independent contractor, or any other person or entity, to submit Medicaid billings or otherwise compete with the services as provided by CSA to SCHOOL DISTRICT and SCHOOL DISTRICT will not independently submit claims to Medicaid or cause an agent or any other person or entity to submit such claims, and shall not circumvent CSA in any other fashion, directly or indirectly. SCHOOL DISTRICT further agrees that it will not disclose any proprietary or other information provided to it by CSA to any other person or entity, will only allow such use of such information by its agents as necessary to perform the terms of this agreement, and will return all copies of any such information to CSA at the termination of this agreement. SCHOOL DISTRICT agrees that in the case of any attempt to terminate this agreement before the end of the term, or any submission of any Medicaid billing(s) performed by SCHOOL DISTRICT or any other person or entity on its behalf, SCHOOL DISTRICT shall account for all such submissions and shall owe CSA the above-stated (Section 4(c)) administrative fee for all such submissions. SCHOOL DISTRICT also acknowledges and agrees not to disclose specialized information and knowledge learned through CSA, to other school districts or their agents, or any other person or entity, via written or verbal communications. Such disclosure is a material breach of this agreement.

8. SCHOOL DISTRICT, by executing this agreement, warrants that the person signing this agreement has the authority to do so, so as to bind SCHOOL DISTRICT to its terms, and that all necessary meetings, approvals, authorizations, votes and other matters necessary to make this a valid and enforceable agreement binding SCHOOL DISTRICT have been completed, finalized and performed.

9. This agreement represents the entire agreement of the parties and can be modified only by a writing signed by both parties. No prior verbal promises or agreements not contained herein are valid. This agreement shall be interpreted and enforced under the laws of the State of Idaho. In the event of litigation arising out of an alleged breach of this agreement, the prevailing party shall be entitled to costs and attorney fees incurred.

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IN WITNESS THEREOF, the parties have signed this Agreement.

CSA: Compliance Services Association, Inc.

By: _____ Date: _____

Celeste Blackburn, SBS Program Director

SCHOOL DISTRICT: Kimberly School District

By: _____ Date: _____

Print: _____

(Duly Authorized Agent)

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Attachment A

Summary of Guaranteed school-based compliance

Medicaid Administrative Services

As the guaranteeing consulting and billing agent CSA agrees to adhere to all rules and regulations that govern the submitting of claims under the Rules and Regulations that govern the school-based *Rehabilitative and Health Related Services Program.*

Below is a list of services and responsibilities that CSA agrees to deliver:

- Guaranteed School-based services Medicaid compliance, administrative, consulting, audit services, to the SCHOOL DISTRICT. Guarantee based on information documented on the IEP and Physician referral. CSA will pay all additional audit findings and penalties resulting in SBS Medicaid billing audits. Guarantee not included for IDEA compliance.
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with the *Rehabilitative and Health Related Services Program*
- Assistance with research and eventual identification of the SCHOOL DISTRICT Medicaid eligible population
- Reasonable efforts in securing physician's referrals (Attachment C)
- Upon request, on-site and web training and instruction for Administrators, health-related professionals, paraprofessionals, and aides
- Guaranteed, Accurate, dependable, and confidential Billing Process. Tracking and Reconciliation of all submitted claims
- Access to online service delivery software and Administrative reporting tools
- Customized reports showing the status of all Medicaid transactions and reimbursements
- Data warehousing and digital archival of School District billing information, submitted claims, service records, adjustment details, and audit information
- Assistance in Audit Readiness preparation and facilitation to ensure proper procedure and compliance; Interface with the Department of Health and Welfare as appropriate for audit findings

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Attachment B

School District Responsibilities

As the Provider of Record, the SCHOOL DISTRICT agrees to provide information to CSA that adheres to all Rules and Regulations that govern the **School-based *Rehabilitative and Health Related Services Program.*** Below is a list of services and responsibilities that the SCHOOL DISTRICT agrees to perform:

The SCHOOL DISTRICT is responsible for the following:

- Insure that; One time Parental consents are signed, Primary Care physician notifications requirements are met, students qualify for services listed on the IEP, all services listed on the IEP and Physician referrals are performed and documented by qualified personnel, that all services and documentation is in accordance with IDEA, and that the compliant billing documentation is accurate with the documented services listed on the IEP and Physician referrals.
- Insure that qualified personnel complete and submit timely and accurate; IEP cover page and service page, amendments, service delivery logs (records) that meet Medicaid requirements for documenting service delivery and for which the SCHOOL DISTRICT is seeking reimbursement and to submit such records to CSA via paper claims or web-based software provided by CSA, so that CSA may provide timely and accurate Medicaid claims and reporting for the district.
- Insure that certifications and licensures of all practitioners are accurate and up-to-date. Insure that all practitioners submitting claims are not disqualified to do so by the Department of Health & Welfare or the Center for Medicare and Medicaid Services (CMS). Maintain necessary paperwork related to certifications, licensures, etc. of all qualified staff including contracted services for whose services the SCHOOL DISTRICT is seeking reimbursement
- Maintain all Individual Education Programs (IEPs) according to *Rehabilitative and Health Related Services* program guidelines for all services for which the SCHOOL DISTRICT is seeking Medicaid reimbursement. Provide CSA with the IEP cover page and service page and amendments.
- Maintain on file and provide CSA with copies of all recommendations or referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT is seeking reimbursement.

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Attachment C

Physicians Referral

In the event that the SCHOOL DISTRICT does "Opt IN" to have CSA provide assistance in obtaining physician referrals as part of the contractual arrangement the following applies:

- CSA will monitor physician referrals for all students for which the SCHOOL DISTRICT is submitting Medicaid claims. No claims will be submitted without insuring that a timely referral has been obtained by the SCHOOL DISTRICT for the services identified in the student's IEP. CSA will coordinate the referral process with the SCHOOL DISTRICT and make reasonable efforts to obtain a referral on behalf of the SCHOOL DISTRICT.
- When CSA has exhausted reasonable means, CSA will notify the SCHOOL DISTRICT of the names of the students for whom a referral was not obtained along with the reason why.
- CSA will maintain and archive referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT seeks reimbursement.

Attachment D

iTrackIEP Software Solution

- No cost to SCHOOL DISTRICT. Free data storage, Free updates, Free training, Free form creation and upgrades.
- CSA, Inc. utilizes "proprietary software" and its accompanying database system for processing, storing, and retrieving all Medicaid Billing Records. This system has been optimized for the Idaho Medicaid school-based services program, including data collection and electronic transmission requirements, and provides accurate billing services to participating Idaho School Districts.