

MEDICAID ADMINISTRATION AGREEMENT

Attachment B

School District Responsibilities

As the Provider of Record, the SCHOOL DISTRICT agrees to provide information to ISB 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:

- Ensure that all qualified personnel complete and submit timely and accurate 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 ISB via paper claims or web-based software provided by ISB so that ISB 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 (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 you are seeking Medicaid reimbursement and provide ISB with a copy of "IEP Service Pages", parental consent, and referrals including any revisions to services made thereafter.
- Maintain on file all recommendations or referrals from a physician or other practitioner of the healing arts for services for which you are seeking reimbursement.

ISB, 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,

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including data collection and electronic transmission requirements, and provides accurate billing services to participating Idaho School Districts.

Attachment C

Physicians Referral Contract Option

In the event that the School District selects the Contract Option of having ISB provide assistance in obtaining physician referrals as part of the contractual arrangement the following applies:

- ISB will monitor physician referrals for all students for which the district is submitting Medicaid claims. No claims will be submitted without insuring that a timely referral has been obtained by the district for the services identified in the student's IEP. ISB will prepare the referral, coordinate the referral process with the District and make reasonable efforts to obtain a referral on behalf of the School District.
- When ISB has exhausted reasonable means, ISB will notify the District of the names of the students for whom a referral was not obtained along with the reason why.
- In exercising the physicians' authorizations contract option, the School District understands that ISB does not assume any financial responsibility for obtaining a referral or for any fees associated with signing authorizations.
- ISB will maintain and archive referrals from a physician or other practitioner of the healing arts for services for which the School District seeks reimbursement
- There is a 1% administrative fee added to the annual fee structure delineated in the ISB contract for this service. Should the State of Idaho make regulatory changes that eliminate the need for physician's referrals the 1% fee would be eliminated in the subsequent school year

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This Agreement is made by and between Idaho State Billing Services, Inc., an Idaho corporation dba ISB, ISB Educational Solutions, located at 176 East Calderwood Drive Meridian, ID 83642, hereinafter referred to as ISB, and Victory Charter School District #451, located at 9779 Kris Jensen., Nampa, ID, hereinafter referred to as the SCHOOL DISTRICT.

WHEREAS, ISB is an Idaho corporation organized to provide MEDICAID administration to Idaho schools, and has developed a complete MEDICAID administration program which provides Idaho school districts with training, administrative, consultative, statistical, and audit services;

WHEREAS, the SCHOOL DISTRICT wishes to obtain, and ISB wishes to furnish these 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 **September 1, 2014 to August 31, 2017.**
2. ISB will provide MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment A) document attached.
3. The SCHOOL DISTRICT agrees to perform the MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment B) document attached.
4. As consideration for the provision of said services, the SCHOOL DISTRICT shall pay ISB an administration fee 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 pending match payment.
 - a) Administrative fee rates are based on the time of service delivery. Therefore, if claims for services delivered in June, for example, are eventually paid the following September, the SCHOOL DISTRICT will be invoiced at the fee for the June year and not at the new fee beginning September 1. Extended Year Program service delivery is, for the purposes of this Agreement, considered to be part of the school year immediately preceding the Extended Year Program; and has, therefore, an associated ISB Administrative fee schedule that corresponds to the school year immediately preceding the Extended Year Program.
 - b) The administrative fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report.

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c) The schedule of administrative fee payments is as follows:

- From September 1, 2014 to August 31, 2017 : 9%

Note: If the SCHOOL DISTRICT elects to utilize ISB services for providing assistance in obtaining physician referrals, an additional fee of 1% will be added to the rates shown above. This ISB service is described in Attachment C. Should physician referrals become unnecessary because of regulatory change, the 1% fee will be eliminated.

Check here to add the additional physician referral service; _____
(Initials)

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 ISB to the Idaho Department of Health and Welfare is information provided to ISB from the SCHOOL DISTRICT and any errors or omissions, overpayment therein, may affect and cause Medicaid Adjustments. The School District agrees to indemnify and hold ISB harmless from any and all overpayments, underpayment, Medicaid billing adjustments, incorrect or unsubstantiated information or any damages, suits judgments, liabilities, or expenses arising from the submission of information by ISB to the Idaho Department of Health and Welfare, relating to any service said school department provided during the term of this agreement.
7. The SCHOOL DISTRICT herein acknowledges and agrees that ISB is providing a service to the SCHOOL DISTRICT that is specialized and that in the implementation of this service ISB 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, to compete with the services as provided by ISB to SCHOOL DISTRICT and SCHOOL DISTRICT will not independently submit claims to Medicaid or cause an agent to submit such claims. SCHOOL DISTRICT also acknowledges and agrees not to disclose specialized information and knowledge learned through ISB, to other school districts or their agents, via written or verbal communications. Such disclosure is a material breach of this agreement.