



Medicaid Consortium

Connecting Students to Healthy & Bright Futures

Dear Direct Services Coordinator:

In order for your district to utilize our **MSBA Physician Prescriptions/Referral for Schools** services for some of your students with our contracted physician, please refer to the following rates:

MSBA Member District: \$14 per student record review

Non-Member MSBA: \$17 per student record review

Your district superintendent must sign an **Addendum to MSBA Medicaid Consortium Agreement** and agree to the fee for each record reviewed. Enclosed is a copy of this agreement. You will notice that a fee per record review is not specified in the agreement; this letter represents your official notice by August 15 of the rate in effect for the 2015-2016 school year. The above stated fee will remain in effect until further notice as per the enclosed agreement.

Please have your superintendent sign the attached agreement and fax (573.445.9981), scan or mail it to:

Dr. Kim Ratcliffe
MSBA Medicaid Consortium
2100 I-70 Dr. SW
Columbia, MO 65203

Should you have questions or desire clarification, please do not hesitate to contact me.

Sincerely yours,

Kim Ratcliffe, ED.D.
Associate Executive Director, Student Services

**Memorandum-of-Agreement
Between the Missouri School Boards' Association ("MSBA") and the
Camdenton R-III School District ("School District")**

Direct Services Claiming under MO HealthNet

This Memorandum-of-Agreement ("Agreement") confirms that the School District has hired the MSBA's Medicaid Claiming Consortium (Consortium) to serve as its Third Party Medicaid Billing Agent and identifies the terms and conditions that will be applicable concerning the various services that the Consortium will be providing to the School District with respect to the development of its Medicaid claims for Direct Services. In addition, it also outlines the various responsibilities of the School District with respect to the development of its Direct Services claims and stipulates the way in which the Medicaid funds that are generated on behalf of the School District via those claims will be distributed.

In conjunction with this Agreement, the Consortium will serve as the School District's Third Party Medicaid Billing Agent and act on its behalf with respect to all aspects of the Direct Services program. This will include, but not necessarily be limited to, the execution of any documents and/or forms that Missouri's Medicaid agency, MO HealthNet, may require in conjunction with the Direct Services program (e.g., Interagency Agreements, Certifications, etc.).

1. **Billing-Related Services:** The School District will provide documentation to the Consortium with respect to all of the claimable health-related services that it provides to students with disabilities with an Individualized Education Plan (IEP) under the IDEA. In this regard, this information may be data entered into a secure Website that will be established by the Consortium or it may be transmitted via facsimile to the Consortium.

The Consortium will utilize the information that is provided by the School District to develop appropriate Direct Service claims and will submit those claims directly to MO HealthNet on behalf of the School District. In doing so, the Consortium will only submit claims on behalf of those students with IEP's who were Medicaid eligible at the time that a claimable service was provided by the School District.

The Consortium may designate a Subcontractor to undertake some/all of the tasks that are part of the Direct Services claiming process. In addition, the Consortium may also designate a Subcontractor to provide whatever services and/or technical assistance may be needed in order for the School District to be able to submit appropriate Direct Services claims to the State of Missouri.

2. **Compliance and Certification:** The Consortium, the Consortium's Subcontractor and the School District will each comply with all of the applicable Federal and State laws and/or regulations, including those governing confidentiality of student records, and all of the applicable policies and procedures that have been established by the State of Missouri and/or the Centers for Medicare and Medicaid Services ("CMS") pertaining to the Direct Services program. In this regard, the School District hereby certifies that the expenditures used to formulate its Direct Services claims will be taken from its accounting system, that all Federal funds will be excluded from those expenditures, and that those expenditures will not be duplicative of any other expenditure that was used to develop any other claim for Federal reimbursement. The School District is responsible for maintaining for at least five (5) years all MO HealthNet Division required documentation of data for audit purposes including data not submitted to the Consortium as a component of the claim.

3. Required Release of Information: During the term of this Agreement, the School District hereby authorizes the communication, release and/or transfer of any necessary information between/among all of the parties involved in the Direct Services claiming process. This will include, but not necessarily be limited to, the State of Missouri, MO HealthNet Division, CMS, the MSBA Medicaid Consortium, the Consortium's designated Subcontractor, and any other entities that may be necessary for the appropriate and efficient management of the Direct Services claiming process.
4. Royalty Payments: The School District will pay to the Consortium ten percent (10%) of any Direct Services-related funds that it receives from MO HealthNet Division (Note: Except as noted below, this fee will be all inclusive with respect to the above-referenced services that the Consortium and/or its designated Subcontractor will be providing to the School District in conjunction with this Agreement). In addition, the School District will also pay any other agreed upon fees for any additional services that it requests from the Consortium and/or the Consortium's designated Subcontractor.
5. Duration and Termination: This Agreement will remain in full force and effect from the signature date below until such time as the Direct Services program is discontinued or until either party terminates this Agreement. In this regard, this Agreement may be terminated at any time, for any reason, by one party providing written notice to the other party within at least thirty (30 days) of the intended termination date.
6. Amendments: This Agreement may only be amended via a written instrument that is executed by both of the parties hereto. In this regard, all of the terms and conditions set forth in this Agreement will remain in full force and effect unless they are explicitly changed via such an amendment.

ACKNOWLEDGMENT

The undersigned for the School District acknowledges that (s)he is authorized to sign this Agreement on behalf of the School District and further acknowledges that the School District understands and agrees with all of the terms and conditions that are set forth in this Agreement. Similarly, the undersigned for the MSBA acknowledges that he is authorized to sign this Agreement on behalf of the MSBA and further acknowledges that the MSBA understands and agrees with all of the terms and conditions that are set forth in this Agreement.

FOR: The School District

FOR: The MSBA

March 14, 2016
Date

_____, 2016
Date

Camdenton R-III
School District

Signature of School District Representative

Melissa K. Randol
MSBA Executive Director
Missouri School Boards' Association
2100 I-70 Drive S.W.
Columbia, MO 65203

Timothy Hadfield
Print: School District Representative's Name

(11-15)

ADDENDUM TO MSBA MEDICAID CONSORTIUM AGREEMENT

Physician Prescriptions/Referrals for Schools

This addendum ("ADDENDUM") is made by and between the Missouri School Boards' Association Medicaid Consortium ("MSBA"), and

Camdenton R-III

("School District"), with reference to the following:

WHEREAS, MSBA and the School District have contracted together for MSBA to provide the district with professional Medicaid claiming services; and

WHEREAS, MSBA has a Consulting Agreement ("Consulting Agreement") in effect for Missouri Physician Prescriptions/Referrals for Schools with a primary care Medicaid-enrolled physician.

WHEREAS, the School District may seek to obtain physician prescription/referral services through MSBA.

WHEREAS, the student records to be transferred contain confidential information and shall be handled by all parties in a manner consistent with the Family Educational Rights and Privacy Act.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Use of Physician Prescription/Referral Service. Use of this service is at the discretion of the School District.
2. Transfer of Student Records by the School District. The School District agrees to either upload student records to MSBA or to mail applicable student records to be reviewed directly to the physician. The student records will be mailed at the expense of the School District.
3. Physician Access to Student Records. MSBA shall promptly provide access to all records electronically submitted by the School District for review by the physician.
4. Disposition of Records After Physician Review. After physician review, the School District shall either receive a prescription/referral form or a rejection notice, which shall be returned directly to the School District. The physician shall shred all paper records transferred by the School District, thereby not retaining any student records after return of the prescription/referral form to the School District.

5. Payment for Physician Prescriptions/Referral Services. The School District agrees to reimburse MSBA per student case record reviewed by the physician for the amount specified by MSBA by August 15 of each year. If no such amount is specified, the amount charged the previous fiscal year shall remain in effect. The School District shall remit payment to MSBA within 30 days of receipt of an invoice from MSBA.
6. Termination. Either party may terminate this Addendum by providing written notice to the other party. Terminating this Addendum shall not impact the terms of the MSBA Medicaid Consortium Agreement.
7. Limitation of Liability. The School District acknowledges that MSBA is acting as a conduit of information only under this Agreement and does not provide any health-care services. Accordingly, MSBA's liability under this Agreement, for any reason whatsoever, shall be limited to the fees paid to MSBA for the particular case giving rise to a claim. In no event shall MSBA be responsible for any indirect, incidental, special, punitive or consequential damages.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

School District (identifying information)

District Name: Camdenton R-III

Superintendent: Dr. Timothy Hadfield

Street/Mailing Address: PO Box 1409

City/State/Zip: Camdenton MO 65020

Telephone number: 573-346-9213

By _____ (Supt sign)

Date: _____

MSBA Medicaid Consortium
2100 I-70 Drive S.W.
Columbia, MO 65203
Telephone (573) 445-9920

By _____ (sign)

Date: _____

Return signed agreement to:

MSBA Medicaid Consortium
Att: Dr. Kim Ratcliffe
2100 I-70 Drive S.W.
Columbia, MO 65203

Copy will be returned to district once both entity representatives have signed the agreement.