



MEDICAID SCHOOL PROGRAM SERVICE AGREEMENT

This Agreement is made between Healthcare Process Consulting, Inc. (“HPC”) and **Buckeye Local SD** (known as “DISTRICT”) for the purpose of HPC assisting DISTRICT in managing DISTRICT’s Ohio Medicaid School Program (“MSP”) to procure Federal Medicaid reimbursement for DISTRICT-provided Medicaid eligible services. The MSP reimbursement is received through the State of Ohio Medicaid Agency “ODM”), providing the DISTRICT obtains and maintains its MSP Provider status from the ODM.

HPC and the DISTRICT agree that HPC shall provide the services described below:

I. SCHOOL MEDICAID PROGRAM DEFINITIONS

- A. Agreed upon Procedures Engagement (AUPE): The retention of an independent accounting firm to perform an annual accounting review process of the Medicaid cost report process developed by the Ohio Department of Education (ODE) and required by MSP regulations. The DISTRICT must contract with an independent accounting firm to review its cost report in compliance with the submission of the cost report to ODE.
- B. Claim Record: An MSP service record of eligible services documented by a licensed provider and delivered to a Medicaid eligible student that is converted into a HIPAA-compliant medical claim record.
- C. CMS: The Center for Medicare and Medicaid Services; under the Department of Health & Human Services, the Federal Agency responsible for these programs.
- D. EDU-DOC@: HPC’s proprietary automated, web-based service documentation software available for the DISTRICT’s use while contracting with HPC. The software is HIPPA compliant and supported by a national technology firm that keeps it compliant with MSP requirements.
- E. Electronic Signature (e-signature): The legal signature of the service providers utilized to comply with program documentation requirements, in lieu of hard copy signatures on paper. E-signature is obtained from the DISTRICT’s Medicaid program providers during the service documentation process.
- F. Indirect Cost Report: an annual (but optional) report of ODE’s indirect cost recovery plan that allows the DISTRICT to calculate the unrestricted rate used only with the MSP. The approved unrestricted rate is applied to the indirect Cost Report to allow partial recovery of fiscal costs associated with the Treasurer and Human Resources Offices and calculates the ratio of total allowable indirect costs to direct costs.
- G. Medicaid Cost Report: An MSP-required annual report that documents the actual costs the MSP Provider incurs to provide Medicaid eligible services. This report is the basis for ODM to settle the cost of providing eligible services, as compared to the interim reimbursements already paid by ODM. Determinations are made by the state and reported to participating MSP providers to comply with the findings (payback or positive settlement/reimbursement).
- H. Medicaid Eligibility Rate (“MER”): The annual process overseen by ODM identifies the number of students that are “Medicaid-eligible” compared to total students within the DISTRICT. The MER matches all students, even those with an individual education plan (“IEP”).
- I. MSP: The Ohio Medicaid School Program as defined in the first paragraph above.
- J. MSP Audit: The MSP audit conducted by the State ODM or Federal Medicaid agency to evaluate the DISTRICT’s compliance with all MSP regulations. audits are randomly performed by either the ODM or the Federal Medicaid Agency. The DISTRICT must comply with the MSP audit process if the DISTRICT is selected. The MSP Audit should not be confused with the annual AUPE as referenced in section V.H. below.
- K. MSP Service Documentation Records: medical service documentation records (as opposed to education documentation) created by the DISTRICT’s providers on HPC’s EDU-DOC@ service documentation system

that stores the eligible MSP services that the providers delivered to students, which are utilized to create the medical claims submitted for billing and reimbursement from the Medicaid Agency.

- L. Ohio Department of Education (“ODE”). The state agency that is responsible for administering MSP.
- M. Ohio Department of Medicaid (“ODM”): The state agency responsible for the overall MSP and responsible for paying MSP service claims to the MSP participants.
- N. RMTS: Random Moment Time Study: A CMS approved time study allocation methodology process that identifies the portion of time a staff member from the participant list spends on performing Medicaid reimbursable activities under MSP.
- O. Therapy and Evaluation Referral: A service referral by licensed Physical Therapists, Occupational Therapists, Speech-Language Pathologists and Audiologists with an active ODM provider agreement who are authorized to refer students for evaluations and therapy for special education related services, delineated on the student’s IEP, as provided by Ohio Revised Code (“ORC”) Section 5162.366.
- P. Trading Partner: A trading partner, as defined in the Ohio Administrative Code Section 5101:3-1-20 as meeting the electronic data interchange (EDI) trading partner definitions and criteria to enroll as an EDI trading partner and is a “Covered Entity” that submits/receives electronic transactions in its role as an eligible provider for purposes related to the administration or provision of medical assistance provided under a public assistance program.

II. HPC SCHOOL MEDICAID PROGRAM OPERATIONS SERVICES

A. Coordination Assistance of District’s MSP Billing Operations

HPC will perform activities customarily required to manage the operations of the MSP in order for DISTRICT to secure Medicaid reimbursements from the ODM. HPC activities include providing the following services:

1. Trading Partner: HPC will serve as the ODM Trading Partner on behalf of DISTRICT, to permit the processing of DISTRICT’s electronic medical claims.
2. HPC Proprietary Documentation System:
 - a) HPC will make EDU-DOC© available for use by DISTRICT at the address of www.hpcohio.com in order to document MSP eligible services provided to DISTRICT students.
 - b) HPC will assign to DISTRICT providers unique EDU-DOC© access credentials. DISTRICT providers must maintain their own security passwords for access to the system.
3. Data Collection and Review:

HPC will collect, review, and process service documentation maintained in EDU-DOC© software for compliance with MSP rules and for the purposes of billing/claims submission to secure Medicaid reimbursement from ODM.
4. Eligible Student Medicaid Recipient Number acquisition:

HPC will coordinate the process of obtaining and maintaining student Medicaid recipient numbers for the DISTRICT via student roster downloads performed by the DISTRICT. The DISTRICT will provide HPC with the required student demographic data for this purpose as requested. After receipt of the newly identified Medicaid-eligible students, HPC will identify all eligible services delivered within the past 365 days and submit those claims to ODM for payment.

5. Claims Submission Process:

HPC will convert the Provider's eligible service documentation records that passed the audit process (defined under Section III Audit Services of this Agreement) from information DISTRICT stores in the EDU-DOC© system into the Medicaid required EDI 837 data format. The MSP claims will be electronically submitted for payment monthly, except when extenuating circumstances not in HPC's control, such as: modifications of the ODM Medicaid software system, new Federal or state Medicaid requirements, power outages effecting internet access, or DISTRICT providers not submitting MSP service documentation records by the established deadlines or other events commonly regarded as "Force Majeure" events. MSP service documentation records received after a deadline date will be processed in the next available processing cycle unless the claims are expired (presently, expiration is over 365 days). HPC shall submit MSP claims in accordance with the ODM claim processing procedures, and subject to HPC maintaining the status of a "Trading Partner" with the ODM on behalf of the district.

6. Claims Reconciliation Process:

HPC will review rejected claims for errors, and shall resubmit eligible errors, or denied claims, in accordance with the EDI (Electronic Data Interchange) 835 reconciliation process outlined by the STATE OF OHIO MEDICAID AGENCY for MSP.

7. Provide paid claims data to DISTRICT:

HPC will provide DISTRICT with access to the EDU-DOC ©software application to all paid claims data for the DISTRICT to download from the EDU-DOC© software at the end of each fiscal year, commencing in the summer of 2023. DISTRICTS' paid claims data files from the 2015-16 FY through June 30, 2023, will be transmitted to DISTRICT by HPC, via a secure electronic site in the summer of 2023 to retain for future Medicaid audits and to comply with Federal record retention regulations. Commencing in the 2023-24 school year, DISTRICT will be provided with ongoing access to the administrative portal of the EDU-DOC© system to obtain all paid claims data as desired.

B. Medicaid Cost Report

With DISTRICT's cooperation, HPC will annually assist the DISTRICT in the completion of the required Federal Medicaid Cost Report in accordance with all state and federal requirements and procedures within ODM/ODE deadlines to accept Federal Medicaid reimbursements in the MSP.

1. Cost Report/Excel Workbook

- a) Collection of financial data to determine allowable MSP costs from DISTRICT Treasurer/CFO.
- b) Collection and submission of required student information data from district to ODM to obtain the district's MER.
- c) Completion of MSP required Excel Workbook utilizing data provided by the DISTRICT Treasurer in accordance with MSP Cost Report guidelines.
- d) Assist DISTRICT Treasurer/CFO or its designee, who is authorized by the DISTRICT to verify the authenticity of the data reported by certifying the cost report submitted to ODM with the ODM upload/certification process through the ODM software site known as PNM. HPC management is not authorized to submit and verify DISTRICT financial cost report data.

2. Agreed Upon Procedures Engagement (AUPE)
 - a) Submission of paid claims annually to DISTRICT’s designated accounting firm hired by the DISTRICT for the purpose of auditing the annual Medicaid Cost Report
 - b) Provide access to DISTRICT, via EDU-DOC®, to provide auditor selected billing documentation forms as requested by the accounting firm.
 - c) Reconcile/confirm auditor identified adjustments.

C. **Indirect Cost Rate Report**

HPC will assist the DISTRICT annually to complete the optional ODE Indirect Cost Rate Report to obtain the unrestricted rate to be used solely on the MSP Cost Report (as described in Section I.E, definitions)

1. Indirect Rate Excel Workbook
 - a) Collection of data to determine the unrestricted/restricted rates from the DISTRICT Treasurer/CFO
 - b) Completion of Indirect Cost Rate Report Excel Workbook utilizing data provide by the DISTRICT Treasurer/CFO in accordance with ODE Indirect Rate Workbook guidelines
 - c) Assist DISTRICT Treasurer with ODE certification/submission process in accordance with ODE Indirect Rate Workbook guidelines

III. AUDITING OF MSP SERVICE DOCUMENTATION

- A. MSP service documentation submitted into the EDU-DOC® software by DISTRICT providers will continually be audited for completeness utilizing EDU-DOC® software system built-in edits and end-user prompts to prevent errored or incomplete claims from being submitted for payment. HPC’s EDU-DOC® software will eliminate any returned claims to providers for incomplete or erred information as the software will prevent those claims from submission. HPC staff are not responsible for auditing provider case notes as they are not licensed clinicians. Further, only the professional provider is responsible for accurately documenting services they provide in accordance with professional licensure standards and MSP documentation requirements.

IV. ADMINISTRATIVE/TRAINING/TECHNOLOGY SERVICES

A. **Technology Services & Support**

1. HPC will provide DISTRICT providers with the use of EDU-DOC® software, including contracted providers, and management.
2. HPC will provide ongoing training and support regarding the utilization of the EDU-DOC® and MSP documentation requirements regarding MSP policies for service documentation.
3. HPC will provide call center support service Monday through Friday from 8:30 AM to 4:00 PM.
4. HPC will provide an e-mail address (edudoc@hpcoh.com) for the submission of provider questions with a goal of 24-hour response time during normal business hours, except for all legal holidays and school vacations/breaks. All communication received after hours will be responded to on the next business day.

5. HPC's EDU-DOC© system provides 24/7 access to web-based training videos for step-by-step guidance regarding use of the software.
6. HPC provides DISTRICT with a student roster upload capability via the EDU-DOC© software administrative module that DISTRICT management has access to, for required student demographic information for students receiving Medicaid eligible services.
7. HPC's EDU-DOC Software provides DISTRICT with an administrative portal to utilize to document Parent Consent status, provider information, access management reports to assess program compliance, financial performance data, and access all paid claims data

B. Client Training & Support

1. HPC will review the following MSP rules/regulations and EDU-DOC© software training to DISTRICT employees regarding:
 - a) Medicaid eligible services
 - b) MSP rules/regulations and requirements
 - c) EDU-DOC© documentation software features, functionality, requirements, and general system use
2. Training services and formats include:
 - a) Phone training with individuals, groups, and management as desired/requested by DISTRICT
 - b) PowerPoint training presentation utilizing virtual platform
 - c) HPC staff-guided webinars to unique service provider groups
 - d) Animatic instructional video software training
 - e) In-person training as requested by the DISTRICT.
3. HPC's software and MSP training materials and modalities include videos, webinars, virtual presentations via various live video products such as: Teams/Zoom/Google Meets, and in-person training sessions.
4. Training materials are all accessible to participating MSP providers and administrators under "documents and links" in the Edu-Doc© software system.
5. EDU-DOC© Provider Portal "landing page" offers the information and supports to DISTRICT Provider staff and management, including:
 - a) Daily provider "to-do" list that identifies scheduled and incomplete encounters, pending referrals, pending supervisor required signatures and pending encounters
 - b) Message Board that provides updated program information, deadlines, and program communications for DISTRICT managers and providers, and all relevant State/Federal Medicaid Program announcements regarding MSP.
 - c) Training links for all training videos, MSP program announcements, state requirements as needed
 - d) HPC call center support

C. **Administrative Support & Client Reporting**

1. HPC will provide the DISTRICT with performance monitoring tools/reports to assess provider compliance with documentation responsibilities as a component of the EDU-DOC© software. These reports allow DISTRICT management to assess and improve the current performance of DISTRICT'S Medicaid program. The following data and help are available on-line, via the EDU-DOC© Administrative portal access provided to DISTRICT's management to view and print reports:
 - a) Provider compliance and activity with DISTRICT established documentation deadlines
 - b) Provider outstanding tasks related to documentation deadlines. Examples include incomplete evaluations, pending supervisor co-signatures, incomplete therapy, and evaluation, or therapy referrals required.
 - c) DISTRICT'S pending parent consent data and required therapy referrals to authorize billing for Medicaid eligible students
 - d) Financial monthly voucher revenue report and annual fiscal revenue summary
2. HPC will assist the DISTRICT with any MSP audits as requested.
3. HPC will support DISTRICT'S designated RMTS Coordinator for MSP with all RMTS requirements as established by ODE and ODM including:
 - a) Obtain, update, and maintain required DISTRICT data from the DISTRICT management on a quarterly basis (i.e., participant lists, district calendar and provider schedules).
 - b) Coordinate RMTS compliance issues with DISTRICT RMTS Coordinator/management.
 - c) Assist DISTRICT RMTS Coordinator as needed in following up and submission of required time study moments.

D. **Client Advocacy**

1. HPC personnel will serve as liaison to the ODM and ODE on behalf of the DISTRICT for MSP program issues, policy changes, program compliance monitoring and communications with state agencies regarding program operational problems, policy issues and pending program changes.
2. HPC personnel are members and participants in the National Alliance for Medicaid in Education Organization ("NAME") on behalf of the DISTRICT and will represent Ohio and client interests for Federal Medicaid program policy and rule changes.
3. HPC management serves on the statewide Medicaid MSP stakeholder committee with ODE, ODM and DISTRICT representatives to represent the program interests of Ohio 's School Medicaid Program, on behalf of its clients. HPC is not authorized to act on proposed policy or program proposals on behalf of its clients without client approval.

V. DUTIES AND OBLIGATIONS OF DISTRICT

DISTRICT shall perform the following duties and obligations during the term of this Agreement and any renewal term of this Agreement:

A. Regulatory and MSP Compliance Duties

1. Obtain and maintain its Ohio Medicaid Provider Agreement (5-year revalidation process) with the ODM, in accordance with the MSP Regulations as necessary to receive federal Medicaid reimbursements for eligible services through ODM.
2. Provide necessary services, or cause necessary services to be provided, in accordance with all federal, state, and local statutes, ordinances, laws, rules, regulations and orders, applicable to providing certain Medicaid services to eligible individuals. The federal, state and local statutes, ordinances, laws, rules, regulations and orders include federal laws and regulations concerning discrimination in providing such services; Medicaid, third party payers or other funding bodies' rules and regulations; compliance with state licensure laws; ODE, ODM and DISTRICT policy; and all MSP rules and regulations, including those concerning accreditation, provider licensure, and program certification.
3. Verify providers' credentials mandated by state law and MSP, initially upon hire, and on an ongoing basis, in accordance with each Licensure Board (Occupational Therapy/Physical Therapy, Speech/Language/Audiology, Nursing, Counseling/Social Work, and Psychology).
5. Notify HPC of the lapsed license of any District provider participating in the MSP program to allow HPC to flag the provider in EDU-DOC to prevent submission of services for billing until the license is renewed and active.
6. Maintain compliance with the Family Educational Rights and Privacy Act ("FERPA") governing parental consent requirements for billing the Medicaid program for eligible medical services, including:
 - a) Obtaining the "once per lifetime" consent required; maintain/store the required consents to be available for the annual AUPE review, and/or any state or Federal audit that may occur.
 - b) Continually update the EDU-DOC® software with current information (YES consent, or No consent) regarding students' parental consent status on an ongoing basis to permit HPC to accurately submit claims to the Medicaid Agency for payment. No claims submission can occur for any student without parent consent obtained by the DISTRICT. HPC is not responsible for lost reimbursements, or inappropriately billed claims, if DISTRICT does not maintain the necessary information timely, or if the information DISTRICT entered in the administrative module of EDU-DOC® is incomplete or inaccurate.
 - c) Provide the FERPA required "annual parent notification" of parental rights regarding billing school Medicaid services directly to all parents of children receiving Medicaid eligible services. The notice can be provided to parents of special education students directly during IEP meetings, via email (with read receipt), or U.S. mail.

NOTE: Should the Federal or State policies on parent consent obligations change, DISTRICT will adjust its policies/procedures accordingly, in a timely manner.

6. Ensure that only qualified Ohio Medicaid enrolled provider(s) complete the ANNUALLY required therapy and evaluation referrals prior to student service delivery, to ensure all eligible services can be submitted for reimbursement. This requirement must be followed in accordance with the Ohio Medicaid referral policy (ORC 5162.366), to seek and accept Medicaid reimbursements for occupational therapy, physical therapy, speech/language therapy and audiology services. DISTRICT non-compliance will decrease only the *interim reimbursements* to the DISTRICT because claims are not eligible for Medicaid reimbursement until the day the referral is provided.
7. Responsible for obtaining the district service provider's compliance with all MSP documentation responsibilities, including the documentation of all case notes as required by the various licensing boards' professional standards, and MSP requirements for service notes.
8. Responsible for ensuring that providers complete the MSP required 90-day therapy progress reports to permit the billing of eligible claims to secure reimbursements as expected by the DISTRICT.
9. Ensure provider compliance with the quarterly RMTS moment responses and state mandated deadlines. Non-compliance with this responsibility may result in a lower RMTS percentage applied to MSP Cost Report.
10. Responsible for compliance with all state RMTS requirements for MSP, as specified by the "RMTS Guidelines" established by ODE/ODM and published on the ODE website. DISTRICT must designate an RMTS Coordinator responsible for the overall DISTRICT RMTS duties.
11. Responsible for compliance with the RMTS vendor established deadlines to submit the DISTRICT provider participant list, participant work schedules and district calendar all of which are critical components of ensuring eligibility for each time study quarter. Non-compliance with this responsibility may result in lower allowable costs applied to the annual MSP Cost Report, thus lower annual reimbursements.
12. Responsible for the submission and accuracy of all data submitted on the DISTRICT Medicaid Cost Report. Accountability for the foregoing data is solely with the DISTRICT's authorized financial officer who provides all the DISTRICTS' financial data to HPC for input into the Medicaid Cost Report Excel workbook provided annually by ODE. Further, the DISTRICT's Treasurer/CFO is required by ODM to submit and certify the accuracy of the DISTRICT's annual Medicaid Cost Report in the established Medicaid Agency software system PNM (Provider Network Management)) by the state established deadlines.

B. Service Provider Performance Duties

1. DISTRICT shall provide or cause a service provider to provide certain Medicaid eligible services to eligible individuals who participate in the MSP program.
2. DISTRICT service providers shall enter eligible services into the EDU-DOC© software for services delivered to their assigned students within the established documentation deadlines. The service documentation deadline for DISTRICT providers is the first week of each month during the school year. MSP documentation received after the entry deadline will be processed in receipt order. However, HPC cannot guarantee that the late submission of services will be processed during the current billing cycle. If late documentation cannot be processed during the current monthly billing cycle, it will be processed during the next scheduled billing cycle.

C. **Technology, Data Management and Administrative Duties**

1. DISTRICT is responsible for providing and maintaining all computer hardware and software with current technology, to ensure compatibility with the EDU-DOC© software application that the DISTRICT provider staff must utilize when documenting MSP services.
 2. DISTRICT is responsible for uploading to EDU-DOC© an excel file of mandatory student directory information (“student roster”) ONLY for special education students, at least once at the beginning of the school year. Large districts that experience continued enrollment and turnover throughout the school year should submit rosters more frequently to increase the accuracy of the names of the students receiving eligible services. Student Roster information is solely utilized to set up and maintain the student service documentation and billing database that includes the following information:
 - a) Student names, birthdates, addresses, student identification number, grade, and assigned school building.
 - b) The data file can also include the provider assigned to deliver services to the student to create a caseload that will be available automatically for provider use in EDU-DOC©.
- D. DISTRICT must adhere to HPC’s data file specifications when submitting current student rosters to permit student data transfer to the EDU-DOC© software. The data submitted to HPC is solely for the purpose of permitting access for DISTRICT providers to document the services they provide to their assigned students. Student information may be uploaded, or additions/edits entered directly through EDU-DOC© as needed. This procedure must be completed at least every year (early fall) to permit HPC to process any eligible Medicaid claims for the DISTRICT to ODM.
- E. DISTRICT is responsible for continually updating HPC with a current and complete list of their MSP providers, including the following information:
1. Full legal names (as it appears on professional license)
 2. Change of legal name during the year
 3. Title/position credentials (RN, OT, SLP, etc.)
 4. Employment hire date
 5. DISTRICT email address
 6. Employment Status (DISTRICT Employee or contracted service provider)
 7. DISTRICT employee’s information needs to include the days of the week scheduled to work and the start/end times daily (for RMTS purposes).
 8. Promptly report updates of providers who have a change of status (i.e., leave of absence, no longer working at DISTRICT, maternity leave, etc.) to allow prompt inactivation of the provider’s access to EDU-DOC© and remove the provider from the RMTS participant list.
- F. DISTRICT shall obtain their electronic MSP service documentation records annually, via a data download process from the EDU-DOC© administrative portal and store the records on-site at the DISTRICT to retain for potential Medicaid audits, and to comply with Federal record retention requirements. Additionally, DISTRICT must maintain and store all supporting back-up documentation required by MSP, (for example, without limitation, IEP, ETR, case notes, IEP plan of care signatures, and related documents, parent consent and therapy referrals), in accordance with and Federal Medicaid regulations, for a period of seven years after the date of receipt of payment, or for six years after any initiated audit is completed and adjudicated, whichever is longer. DISTRICT must ensure that their providers officially sign in writing, with their appropriate title, (in lieu of an electronic signature policy) all Special Education supporting

documentation reports to comply with state and federal requirements (IEP signature page, ETR, and all evaluation summary reports).

- G. DISTRICT is responsible for scheduling and providing the facilities (if held in-person) for MSP and EDU-DOC© training sessions with HPC and must ensure that the DISTRICT providers “attend” the training sessions as scheduled. DISTRICT will record provider attendance at all training sessions conducted by HPC and maintain those records for future audits. Most training sessions will be conducted virtually or will be presented via webinars that staff will have ongoing access to via EDU-DOC© system links.
- H. DISTRICT is responsible for contracting with an outside professional accounting firm to conduct their required annual Medicaid Cost Report audit (known as the AUPE audit). All data collection requirements for the AUPE audit will be communicated and obtained by the accounting firm from the DISTRICT.

VI. DISCLAIMERS and HOLD HARMLESS

- A. The DISTRICT
 - 1. Retains all responsibility for the accuracy of all Medicaid cost report data provided to HPC for every purpose including the MSP Cost Report. Accordingly, the DISTRICT will hold HPC harmless for any audit consequences (financial or other) to the DISTRICT for data that was incomplete, inaccurate, not collected or reported within the applicable guidelines that might result in audit findings and/or related financial paybacks of previously paid reimbursements.
 - 2. DISTRICT is responsible for assuring that if other federal funds such as Title funds, VI-B funds, etc. are utilized to directly pay for Medicaid eligible services, that DISTRICT reports the use of those funds on the MSP Medicaid Cost Report to prevent double payments through federal funding sources.
 - 3. DISTRICT is responsible for compliance with federal fund reporting, in accordance with the MSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, including any reimbursement paybacks requested from the Federal/state Medicaid Program if DISTRICT is found to have been overpaid.
- B. The DISTRICT assumes all responsibility for any state/federal financial paybacks of Medicaid reimbursements improperly received by DISTRICT for any reason, including those discovered in state or federal program audit findings due to (i) program documentation non-compliance; (ii) inaccurate, (iii) incomplete, (iv) non-disclosed financial information, or data necessary to complete the Medicaid Cost Report on a timely basis; or (v) any other reason specified by the Federal Medicaid Program related to the performance of DISTRICT required functions/duties. Additionally, , DISTRICT is responsible for paying back (returning) reimbursement funds overpaid by the Federal/state Medicaid Agency in its claims payment process, including the state overpaying the FFP rate during any payment time period. DISTRICT holds HPC harmless for any reimbursement paybacks, fines or program suspension imposed on DISTRICT by the Federal or State Medicaid Agency arising out of any of the above-mentioned findings, or other unidentified reasons which are outside HPC’s control.
- C. DISTRICT is responsible for regulatory compliance of its providers’ service documentation (as posted on the ODE website and listed in Ohio Administrative Code 5101:3-35 Medicaid School Program). DISTRICT must ensure that only eligible services in accordance with MSP regulations (as posted on the ODE website) are submitted to HPC, via the EDU- DOC© software, in compliance with the monthly deadlines for claims submission and related processing. HPC is not responsible for: ineligible claims, unrealized Medicaid reimbursements, under-documentation/under-billing of service units or reimbursement paybacks due to non-compliance with program regulations, including non-compliance with MSP documentation requirements, non-compliance with time study requirements, and/or insufficient

documentation/submission of eligible service documentation and related service progress reports. Since the fees charged by HPC are flat, fee-for-service based (not percentage of revenue based), unrealized or lower than expected reimbursements due to provider non-participation, non-compliance, or late submissions of service documentation are not cause for fee reductions owed to HPC.

- D. DISTRICT is responsible for ensuring that all MSP required supporting documentation, such as student attendance records, case notes related to the service provided, Evaluation Team Report (ETR). IEPs and evaluation/testing reports are current, signed, dated, available for audit, and fully support submitted MSP service claims. DISTRICT holds HPC harmless for any audit findings and/or payback of funds imposed on DISTRICT due to DISTRICTS' non-compliance and/or errors with MSP documentation requirements.
- E. DISTRICT is responsible for ensuring that its MSP service providers have the requisite education, and medical/professional licensure credentials upon hiring and/or contracting for their services. DISTRICT must also ensure that MSP service providers maintain all licensing, continuing education, and certification requirements, including continued compliance with licensing boards, and professional standards for documentation and practice in accordance with state of Ohio and MSP requirements. Upon notification of non-compliance with licensing, education, certification/license or other requirements, DISTRICT must take necessary action to prevent the unqualified/unauthorized providers from submitting any services for Medicaid reimbursement. DISTRICT holds HPC harmless from any audit finding or reimbursement payback imposed on DISTRICT resulting from acts of unlicensed, non-compliant and/or uncertified providers.
- F. HPC will not knowingly process incomplete, inaccurate, or ineligible MSP service documentation.

VII. VENDOR OBLIGATIONS

- A. HPC shall comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
- B. HPC acknowledges to the DISTRICT that neither the corporation, nor its principals, are suspended or disbarred.

VIII. ATTESTATION

The DISTRICT hereby acknowledges and represents to HPC that its appropriate staff has reviewed, understood, and implemented this Agreement and all regulations, guidelines, and standard procedures affecting the operation of the MSP, represented by the DISTRICT's authorized signature/approval in section XI. below. The DISTRICT is solely responsible for its compliance, and the compliance of its providers, with all regulations, guidelines, and standard procedures, under this Agreement.

IX. MISCELLANEOUS and GOVERNING LAW

- A. The Parties shall do such things as may be reasonably requested by the other parties in order to more effectively consummate the transactions contemplated by this Agreement.
- B. All notices, communications and deliveries under this Agreement shall be made in writing and shall be deemed given on the date delivered if delivered in person (or by nationally recognized overnight courier), the date transmitted if transmitted by facsimile (with receipt confirmed), or three days after being mailed (with postage prepaid) if mailed certified mail, return receipt requested. The addresses and requirements for copies are as follows:

TO DISTRICT:

Attention: _____

Or to any person or address as the parties may furnish to the other parties in writing

TO HEALTHCARE PROCESS CONSULTING, INC.:

Healthcare Process Consulting, Inc.
Karen Miller, President/CEO

- C. This Agreement is binding upon and shall insure to the benefit of the parties, and their respective legal representatives and successors.
- D. The titles or captions of articles, sections and subsections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement, the intent of any provision hereof, and shall not be considered in the interpretation or construction of this Agreement.
- E. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof. No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority because of a party's having or being deemed to have structured or drafted such provision. This Agreement may be altered or amended only in writing signed by the parties. The failure of any party at any time to require performance of any provisions does not affect the right to later enforce the same. No waiver by any party of any condition, or of the breach of any term, provision, warranty, representation, agreement or covenant in this Agreement, by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, warranty, representation, agreement or covenant herein contained.
- F. With the exception of the parties of this Agreement and each of their legal representatives, successors and permitted assigns, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights arising by virtue of this Agreement.
- G. This Agreement may be executed by each party upon a separate piece of paper. One counterpart of this Agreement shall be deemed an original. It shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one counterpart. Facsimile or electronic counterparts are the same as originals. There are no other agreements, representations, warranties or other understandings between the parties in connection with this transaction that are not set forth in this Agreement.

- H. If any provision, covenant, section, subsection, paragraph, or any portion thereof, of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, the legality, validity or enforceability of the remaining provisions, covenants, sections, subsections, paragraphs, or portions thereof shall not be affected, and each such provision, covenant, section, subsection, paragraph, or any portion thereof shall remain valid and enforceable to the fullest extent permitted by law.
- I. The words "include," "including," "such as," and "for example," are all used without limitation to any descriptive terms that follow the use of those words. Single terms to include the plural and gender descriptive words are intended to include all genders.

X. TERMINATION

This Agreement may be terminated by either party prior to its expiration date, only if there is a material breach of contract by the other, in which case the non-breaching party must notify the breaching party in writing of the actual breach and provide 60 days to correct the cause of the breach. If the breaching party does not correct that breach, the contract can be terminated without liability by the non-breaching party.

XI. TERMS AND COMPENSATION – Select agreement options below.

One-Year Service Agreement

The term of this Agreement shall be for one year, commencing on July 1, 2024, and ending on June 30, 2025, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC a flat fee of **\$14,500**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

Three-Year Service Agreement

The term of this Agreement shall be for three years, commencing on July 1, 2024, and ending on June 30, 2027, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC an annual flat fee of **\$14,500 each year**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

XII. APPROVALS



Karen Miller
 President/CEO
 Healthcare Process Consulting, Inc.
Date: April 9, 2024

Superintendent or Treasurer/CFO
Buckeye Local SD

Date:

**SCAN A SIGNED COPY OF THIS PAGE
AND FORWARD VIA EMAIL TO: Tracy Regal
tregal@hpcoh.com**