

Third Party Administrator Agreement

This Agreement is made and entered into the 12th day of November, 2015 by and between the Kentucky School Boards Association, 260 Democrat Dr., Frankfort, Kentucky, hereinafter referred to as TPA and the Southgate Independent School District, hereinafter referred to as Board.

Whereas the Board desires to have the TPA provide certain administrative services related to Medicaid reimbursement.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

Duration

The Agreement shall continue under the same terms and conditions until modified in writing between the parties or terminated by either party upon 60 days written notice.

Notices

All notices shall be delivered personally or by some form of return receipt mail evidencing delivery to:

Stephan B. Smith
Kentucky School Boards Association
260 Democrat Drive
Frankfort, KY 40601
(502-695-4630)

OR

Marlene Jones
Southgate Independent School District
Southgate, KY 41071
(859) 441-0743

TPA Responsibilities and Fee

The fee charged to the Board shall be 8% for which the Board receives reimbursement. In exchange for that fee, TPA shall provide the following services:

- ❖ Submit claims to Medicaid in the proper format as required by Medicaid.
- ❖ Provide one (1) on site training to Board staff.
- ❖ Provide one (1) on site technical assistance.
- ❖ Provide a toll free phone line to supply additional technical assistance to Board/Contract Staff.

Board Responsibilities

- ❖ Pay the selected fee (8% of reimbursement), within 7 days after most recent board meeting upon receipt of invoice from TPA.
- ❖ Acquire required approval to participate in the Medicaid School-Based Health Services Program.
- ❖ Gather and send claim information to TPA in hard copy format monthly or documentation within ezEdMed.
- ❖ Pay travel expenses (includes all reasonable out-of-pocket expenses incident to the site visit including but not limited to mileage at KSBA rate, meals, hotel, parking and photocopies) for requested site visits exceeding the 1 training and 1 technical assistance provided in exchange for the flat fee.

Cancellation for Cause

Notwithstanding the provision for termination by either party upon 60 days notice, either party may cancel this agreement due to breach of the contract provisions upon providing written notice and giving the other party 10 working days (excluding weekends) to correct the breach.

Controlling Law

This contract shall be construed according to Kentucky Law and any litigation concerning the contract shall be filed in Kentucky.

Integration Clause

This is the only Third-Party Administration agreement between the parties for School-Based Health Service billing services and this written agreement replaces any and all oral or written agreements previously reached between the parties. This agreement may not be modified except through a properly executed written amendment, revision or replacement.

Kentucky School Boards Association

Southgate Independent Board of Education

By: _____

By: _____

Date: _____

Date: _____