Ronnie Holmes,
President

KENTUCKY SCHOOL BOARDS ASSOCIATION
KSBA
"A brighter future through better public schools"

Kerri Schelling,
Executive Director

May 29, 2019

Mr. Jon Ballard, Superintendent
Elizabethtown Independent Schools
219 Helm Street
Elizabethtown, KY 42701

Dear Superintendent Ballard;

Over the past five years KSBA's Medicaid Billing program has seen dramatic improvements. We have increased the number of trainings delivered to districts, added new features to EzEdMed, and delivered 58% more reimbursement dollars partly by means of more effective claims management and implementing claiming for additional eligible services.

New EzEdMed features allowing special education teachers to graphically chart their students' progress were added. These were rolled out without any additional fee despite the increase in our technical support burden and additional server space needed to store this student data.

During this same period, we have also invested heavily in increased data security and HIPAA compliance measures to ensure that your student's data is secure.

While all these improvements were taking place our fee rate of 8% has remained the same since 2013.

Due to the costs associated with the improved service and features mentioned above and increases in personnel and certain indirect costs such as insurance, we must now increase our fee rate to 9% of Medicaid reimbursements received by districts effective July 1, 2019. This increase will help sustain the excellence of our service to your district and staff.

Therefore, I've enclosed a revised TPA agreement which reflects the new fee rate for your review and execution. Should you have any questions in this regard please don't hesitate to contact me at 502-783-0081 or your Medicaid Billing Consultant at 502-695-4630. Otherwise, please have the contract signed by the appropriate board member and return the finalized agreement to me at KSBA, 260 Democrat Drive, Frankfort, KY 40601.

We look forward to continuing to provide excellent service to your district and maximizing proper reimbursement for the services you are providing to your students.

Sincerely,

Stephen B. Smith

Stephen B. Smith, CFO

Cc-via email: Director of Special Education

Kentucky School Boards Association
Contract for Medicaid Training and Billing Services

Third Party Administrator Agreement

This Agreement is made and entered into the 29th day of June, 2019 by and between the Kentucky School Boards Association, 260 Democrat Dr., Frankfort, Kentucky, hereinafter referred to as "TPA" and the Board of Education of **Elizabethtown Independent**, Kentucky, hereinafter referred to as "Board,".

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

Whereas the TPA has personnel and expertise to furnish the administrative services described in this agreement;

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

Term

The Agreement shall cover services provided as described herein for a term commencing July 1, 2019 and expiring June 30, 2020. This contract shall renew for successive one year terms (July 1 to June 30 of the respective year(s) in question) and continue under the same terms and conditions unless the TPA or the Board provides notice of termination by means described below to the other party no later than June 1 before the subject June 30 expiration date. .

Notices

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

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

OR

_____
_____
_____
_____

TPA Responsibilities and Fee

The fee charged to the Board shall be 9% of interim Medicaid reimbursement payments received by the district and subsequent cost settlement payments received that are based upon direct-billed Medicaid claims for school-based health services. In exchange for that fee, TPA shall provide the following services:

- Submit claims to Medicaid in the proper format as required by Medicaid.
- Provide on-site training to Administrative staff.
- Provide on-site training to Therapists, Health Aides, RNs and Special Education Staff.
- Provide toll-free phone and email technical assistance to District Staff.

- ❖ Provide on-site training to Administrative staff.
- ❖ Provide on-site training to Therapists, Health Aides, RNs and Special Education Staff.
- ❖ Provide toll-free phone and email technical assistance to District Staff.

Board Responsibilities

- ❖ Pay the selected fee (9% 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 enter claim information in TPA's ezEdMed software application.
- ❖ 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 3 on-site training visits per year.

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	Board of Education
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____