

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 **Spencer County**, 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.

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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: _____