

## **AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES**

This Agreement is made between the Board of Education of the **Ridgedale Local School District** (District) and **the North Central Ohio Educational Service Center (ESC)** the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program (OMSP) for claims with dates of service from July 1, 2023 through June 30, 2024.

### **DEFINITIONS**

CMS – Centers for Medicare and Medicaid Services

OMSP – the Ohio Medicaid School Program; sometimes referred to as MSP

ODM – the Ohio Department of Medicaid

ODE – the Ohio Department of Education

OAC – the Ohio Administrative Code – rules for OMSP

ORP – Ordering, Referring, Prescribing mandate from federal Medicaid was addressed in Ohio Administrative Code rule 5160-1-17.9 to comply with new program integrity regulations contained in Section 6401 of the Patient Protection and Affordable Care Act (ACA). There is no ORP in MSP. Therapists can only REFER services and; therefore, are being asked to comply by becoming Ohio Medicaid Providers.

RMTS – Random Moment Time Study – the RMTS is an **integral** part of the OMSP. It allows state departments, school district Medicaid programs and other eligible public agencies to accurately document staff activities relating to reimbursable Federal programs. All employed staff delivering services under the OMSP must participate in the RMTS each quarter.

Medicaid School Program Cost Report (CR) – An OMSP required financial report completed annually by each participating Medicaid Provider (each city, exempted village, and local school district). The report documents the actual costs the OMSP Provider district incurs for the Medicaid eligible services delivered. This report serves as the basis for ODM to final settle the Total Cost Reimbursable amount against the Interim reimbursements already received by the Medicaid

Provider. Annual settlements are paid by the District or rebated by the State based on the findings of this report.

Electronic Signature (e-signature) – an electronic signature is intended to provide a secure and accurate identification method for the signatory to provide a seamless transaction.

EDI – Electronic Data Interchange – “Electronic data interchange (EDI) transactions” are transactions developed by standard development organizations recognized by the federal Centers for Medicare and Medicaid Services (CMS) and adopted by the Ohio Department of Medicaid (ODM).

Trading Partner Agreement – A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20.1 is a covered entity (CE) that submits, receives, routes, and/or translates EDI transactions directly related to the administration or provision of medical assistance provided under a public assistance program.

Services listed in OAC 5120.35.05 & 5120.35.06 – The services listed in these two sections of the OMSP rule are Occupational Therapy services, Physical Therapy services, Speech & Audiology services, one-on-one Nursing services, School Psychology services, Mental Health services, Transportation, and reimbursements for Medical Supplies.

OMSP Service Documentation – daily documentation that supports the delivery of a service delivered under OAC 5120.35.05 & 5120.35.06. All services submitted to ODM for reimbursement must be supported by documentation that contains a description of the service, procedure, and method provided to the Medicaid recipient.

Compliance Auditor – One who ensures compliance with regulations and controls by examining and analyzing records, reports, operating practices, and documentation; recommending opportunities to strengthen the internal control structure.

IN CONSIDERATION OF their mutual promises, the **District** and the **ESC** agree as follows:

**MSP COORDINATION OF PROGRAM & SERVICES**

1. ESC will assist, if necessary, the District in obtaining its Medicaid Provider Certification in accordance with the OMSP regulations necessary to receive OMSP reimbursements for Medicaid-eligible services provided to students in accordance with special education laws and as permitted through the OMSP. **ESC will assist the District through the re-certification process required every five years if re-validation falls during the term of this agreement.**
2. ESC will provide annually to both district service practitioners and administrators **OMSP training** for eligible services, program requirements, RMTS requirements and use of the ESC Web Documentation Program. Further training will be provided as needed at no additional cost via phone, in person, or other available means (e.g. Skype, GoToMeeting).
3. ESC will make available a **secure internet documentation program** to district service practitioners listed in OAC 5120.35.05.
4. ESC will accept other forms of service documentation if provided on a **ESC pre-approved and OMSP compliant form.**
5. ESC will submit all qualifying District OMSP claims for reimbursement in accordance with ODM processing procedures **based on the district's ability to secure a PR-10 (Parental Consent to Share Health Information for the Ohio Medicaid School Program), a related service referral, and service documentation provided by the District;**
6. The ESC will be responsible for the submission and reconciliation of all qualifying claims in accordance with the ODM processing procedures and will resubmit any erred claims whenever possible.
7. ESC will provide the district with a list of **recommended documents to retain** per OMSP & State audit requirements.
8. ESC will complete the annual federally-required Medicaid cost report in accordance with ODM and Ohio Department of Education (ODE) procedures for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY19 gets reconciled in FY21).
9. ESC will serve as the **District's RMTS Coordinator** for the OMSP. In that capacity, ESC will comply with the RMTS requirements as established by ODE. ESC will provide the time study vendor for Ohio (currently, the University of Massachusetts) with an annual school district calendar and quarterly participant lists **as provided by the District.**

10. ESC will give implementation guidance for OMSP mandates; such as, the **Parental Consent** and **annual Notification** to Share Health information with the ODM, the **referral mandate** for services delivered, and any future mandates imposed on the OMSP participants.
11. ESC agrees to **make all electronically submitted service documentation available** to the District for electronic storage at such a time the contractual relationship between ESC and the District should be terminated. The District will incur any cost associated with said electronic storage. Electronic data will only be made **available upon receipt of all outstanding balances the District still owes ESC.**
12. ESC will assist the District for up to **five hours** without charge during any OMSP state audit **that occurs outside the contract periods for services rendered by ESC in the year under audit.** For any additional assistance, ESC will charge the District based upon a billing rate of **\$200.00** per hour.
13. ESC will observe all federal, State, and local laws, regulations and policies pertaining to the **confidentiality of any student education records** and information ESC or its agents, representatives of employees obtain in the performance of the Services under this Agreement, including, but limited to, the requirements of 20 U.S.C. §1232g *et seq.*, the Family Education Rights and Privacy Act ("FERPA"), O.R.C. §3319.321, and District Policies.
14. ESC will comply with the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries of the services provided.
15. ESC will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the ESC books, documents, and records upon request.
16. Neither ESC nor its principals are suspended or debarred.
17. The ESC will verify that all professional service providers are qualified practitioners as required within OAC 5160-35-05.
18. All services provided to the District for the purpose of seeking Medicaid School Program reimbursements are services identified within OAC section 5160-35-05 and 5160-35-06.

#### **DISTRICT MSP RESPONSIBILITIES**

1. **The District will identify specific personnel as part of an internal "MSP Team" to provide ESC with information that is integral to ESC's work that permits the Medicaid Program reimbursements as expected by the District.** ESC recommends the following members for the team: From the Treasurer's Department: Treasurer, Asst.

Treasurer, Accts Receivable, Accts Payable, and EMIS Coordinator; from the Special Education Department: SpEd Director, SpEd secretary, and a School Psychologist.

2. The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (required once).
3. The District will submit an Ohio Medicaid Provider Application **and maintain a current, valid Ohio Medicaid Provider Agreement including any associated fees as may be required by the ODM and throughout the term of this agreement.** Additionally, the District agrees to re-validate the Medicaid Provider Agreement as often as required by the ODM and to incur any associated fees.
4. **The District will ensure that ESC remain the assigned Trading Partner until such a time as ESC has received the EDI 835 response from ODM for all submitted claims even if that transpires outside the contract period.** Failure to do so will result in a \$100/hr. conversion fee for all remittance advices from the PDF format to one in which ESC can accurately update their billing software. **The District must give ESC a 30-day written notice of desire to change Trading Partner Agreement with ODM.**
5. The District acknowledges that claims for services cannot be submitted to the ODM unless the district has a Parental Consent to Share Health information with the ODM and a referral for services delivered on file. In addition, **federally compliant daily service documentation from servicing practitioners must exist;** either hard copy or electronically.
6. The District shall provide skilled services in accordance with any applicable federal and state laws governing Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODM requirements, and specific OMSP rules and regulations;
7. The District will **provide a facility for the annual MSP training** provided by ESC and **identify an employee to coordinate the training dates and ensure said facility availability;**
8. The District will be **responsible for identifying all service professionals, whether employed or contracted,** to ESC **prior to the start of each new quarter** in the school fiscal year included in the term of this contract;
9. The District will appoint someone to verify quarterly RMTS Participation lists and notify ESC if a participant goes on a leave of absence, is dismissed, retires, or if any new practitioners have been hired by the district;

10. The District will require all employees and contractors who have in-person contact with students for the provision of services to undergo and successfully complete a criminal records check;
11. The District will provide verification and monitoring of the licensing credentials of all professional staff, whether employed or contracted, who submit documentation on behalf of the District for the purpose of receiving Medicaid reimbursements;
12. All District service practitioners will submit service documentation for the OMSP services provided to students as required by any applicable OMSP, ODM, and ODE regulations. **All practitioners, whether employed by or contracted with the district, are ultimately responsible for documenting in compliance with OMSP regulations and in accordance with their professional practice standards and in accordance with their state licensing board;**
13. All District service practitioners will submit service documentation for the OMSP services provided to students in accordance with **ESC approved electronic format or paper format;**
14. The District is responsible for ensuring that its OMSP practitioners document services delivered to **all students in accordance with OMSP requirements and submit documentation timely** as directed by ESC for processing of claims;
15. The District is responsible for ensuring that **all supporting documentation;** such as, Evaluation Team Reports, Individualized Education Plans, and attendance records are **current, are available for audit, and fully support submitted OMSP service claims;**
16. The District acknowledges **documentation maintenance and retention** as a Medicaid Provider **may conflict with other District documentation retention policies,** and the District **will take appropriate action to ensure that all OMSP documents are being maintained for the appropriate amount of time.** Additionally, the District will ensure that **all personnel responsible for documentation retention are aware of all Medicaid documentation retention timelines.**
17. The District agrees that **ESC will complete all OMSP Cost Reports and AUP for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY19 gets reconciled in FY21).** The District **will identify annually an employee to assist ESC to obtain documents required for AUP testing** by an independent CPA firm of the District's choosing;
18. The District **retains all responsibility for the cost report data provided to ESC to complete the OMSP Cost Report, and as such, holds ESC harmless for any consequences (financial or other) to the District for data that was incomplete,**

**inaccurate, not collected, or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements.** Furthermore, the District is responsible for ensuring that if other federal funds (e.g. Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the federal OMSP Medicaid Cost Report, so that they are not paid twice through federal funding sources. The District is solely responsible for compliance with federal fund reporting in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, and including any reimbursement paybacks requested from the Federal Medicaid Program if District is found to have been overpaid;

19. The District retains all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by the District for the circumstances of overpayment in the annual cost report settlement process, or for state or federal program audit findings due to program documentation non-compliance or other reason specified by the Federal Medicaid Program. **District holds ESC harmless for any reimbursement paybacks under these circumstances;**
20. The District acknowledges upon termination of contract there may still be documentation entries on the ESC computer documentation system that have not yet been processed as claims and agrees to forfeit the submission of those services as claims **once the ODM Trading Partner agreement has been terminated;**
21. The District hereby acknowledges and represents to ESC that the appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP represented by the district authorized signature below. The District shall be solely responsible for the compliance, and the compliance of its practitioners with all such regulations, guidelines, and liability for any failure to comply.

#### Compensation

As compensation for MSP services provided to the District by the ESC, the District shall pay the ESC a semi-annual flat fee of \$1500.00. The District will be invoiced semi-annually in December and June.

#### Indemnification

ESC shall indemnify and hold harmless the District, its board, administrators, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or caused in whole or in part by the intentional or negligent acts or omissions of ESC, anyone directly employed by ESC or anyone for whose acts ESC may be liable. This clause shall survive termination of this Agreement.

#### Confidentiality

To the extent permitted by Ohio law, all materials and documents submitted by the District to ESC shall not be disseminated or disbursed to third parties without the express written consent of the District. Nothing contained in this paragraph shall require ESC to obtain consent for disclosure required by any federal, state or local law, rule or ordinance.

#### Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any prior written or oral discussions, negotiations and agreements.

#### Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

#### Venue and Construction

This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties stipulate that the appropriate venue for any litigation arising from or incident to this Agreement shall be the courts of the County in which the district is located in Ohio.

#### Assignment

ESC shall not sell, assign or transfer any part of this Agreement, or the performance required hereunder, without the written consent of the District.

#### Time is of the Essence

Time is of the essence in all respects in connection with this Agreement.

#### Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

#### Modification

This Agreement shall not be modified, altered or changed except in a writing signed by both parties.

#### Relationship of the Parties

ESC is an independent contractor of the District, not a partner, agent or joint-venture of the District and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail.

**Ridgedale Local School District**  
Board of Education

**North Central Ohio ESC**  
Governing Board

By: \_\_\_\_\_  
Board President

By: Pamela Pinney  
Board President

By: \_\_\_\_\_  
Treasurer

By: Jennifer Hodges  
Treasurer

By: \_\_\_\_\_  
Superintendent

By: Brenda Luke  
Superintendent