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## MEDICAID SCHOOL PROGRAM SERVICE AGREEMENT

This Agreement is made between Healthcare Process Consulting, Inc. (HPC) and **Richmond Heights Local SD** (known as DISTRICT) for the purpose of HPC assisting DISTRICT in managing DISTRICT's Ohio Medicaid School Program ("OMSP"), in order to procure Federal Medicaid reimbursement for Medicaid eligible services provided by DISTRICT. Such reimbursement is received through the State of Ohio Medicaid Agency via the OMSP, contingent upon the DISTRICT obtaining and maintaining its OMSP Provider status from the STATE OF OHIO MEDICAID AGENCY. In assisting the DISTRICT in procuring reimbursements for these services, HPC shall provide the services outlined below:

### **I. DEFINITIONS**

- **Claim Record:** An OMSP Service Record of eligible services provided to a Medicaid eligible student that is converted into a HIPAA-compliant medical claim record.
- **EDU-DOC®:** The HPC proprietary automated, web-based service documentation system offered to HPC clients to use while under an OMSP service contract with HPC.
- **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.
- **Indirect Cost Report:** ODE's indirect cost recovery plan allows local school districts to calculate the unrestricted rate to be used only in conjunction with the OMSP. The approved unrestricted rate will be applied on the Cost Report as a mechanism that will allow partial recovery of fiscal costs associated with the Treasurer and Human Resources Offices. It is the ratio of total allowable indirect costs to direct costs. This is an annual, but optional report.
- **Medicaid Cost Report Agreed upon Procedures (AUPE):** A Medicaid cost report "AUPE" is an annual accounting review process developed by ODE, and required by OMSP regulations, as a component of the Medicaid cost report process. The DISTRICT is required to contract with an independent accounting firm to review the cost report for compliance with the AUPE procedures, and prior to submission to ODE.
- **Medicaid Cost Report:** An OMSP required financial report completed annually by all participating Medicaid Providers. The report documents the actual costs the OMSP Provider incurs for their Medicaid eligible services. This report serves as the basis for THE STATE OF OHIO MEDICAID AGENCY to settle the cost of eligible services, as compared to the reimbursements already paid by THE STATE OF OHIO MEDICAID AGENCY. Determinations are made by the state and reported to participating OMSP providers to comply with the findings (payback or positive settlement/reimbursement).
- **Medicaid Eligibility Rate (MER):** The MER identifies the number of students that are Medicaid Eligible compared to total students within the provider's district. The MER matches all students regardless if they have an IEP. This is an annual process overseen by the STATE OF OHIO MEDICAID AGENCY.

- **ODE:** The Ohio Department of Education. ODE is responsible for administering OMSP.
- **Ohio Department of Medicaid (ODM):** The state Agency responsible directly for the overall OMSP program and are responsible for paying OMSP service claims to the OMSP participants.
- **OMSP Program Audit:** The OMSP audit is one that would be conducted by either the State or Federal Medicaid agency to evaluate the DISTRICT's compliance with all OMSP regulations. These audits are randomly performed by either the Ohio Medicaid agency and compliance with the process is mandatory if the DISTRICT should be selected. This type of audit should not be confused with the annual AUPE audit as referenced in section VI M below.
- **OMSP Service Records:** Data records created by the DISTRICT's providers on HPC's EDU-DOC® service documentation system that store the eligible OMSP services that the providers delivered to students.
- **OMSP:** The Ohio Medicaid School Program
- **ORP Policy:** The ordering, referring or prescribing provider policy under federal law (Section 455.410(b)) that states: "The state Medicaid Agency must require all ordering, referring physicians or other professionals providing services under the State plan, or under a waiver of the plan, to be enrolled as participating providers. In Ohio, the related policy is described in OAC 5160-1-17.9.
- **Referrals for Certain Services under the Medicaid School Program:** Ohio statute authorizing medical referrals performed by Physical Therapists, Occupational Therapists, Speech-Language Pathologists and Audiologists for students under evaluation for special education services, per ORC section 5162.366.
- **Trading Partner:** A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20 Electronic data interchange (EDI) trading partner definitions and criteria to enroll as an EDI trading partner, is a covered entity (CE) that submits/receives electronic transactions in its role as an eligible provider for purposes directly related to the administration or provision of medical assistance provided under a public assistance program.

## **II. MEDICAID PROGRAM OPERATIONS SERVICES**

A. HPC will coordinate all activities required to manage the daily operations of the OMSP for DISTRICT to secure Medicaid reimbursements from STATE OF OHIO MEDICAID AGENCY, including the following:

### **1. USE OF HPC PROPRIETARY DOCUMENTATION SYSTEM:**

- a. HPC will make available for use by DISTRICT providers the HPC proprietary web-based service documentation system known as EDU-DOC® at the address of [www.hpcohio.com](http://www.hpcohio.com) to document eligible services provided to DISTRICT students;
- b. DISTRICT providers will be assigned unique access credentials by HPC and must maintain their own security passwords for access to the system.

### **2. DOCUMENTATION, COLLECTION AND REVIEW PROCESS:**

Collection, review and analysis of service documentation maintained on EDU-DOC® for compliance with OMSP rules and for the purposes of claims submission and reimbursement from ODM.

3. **DATA CONVERSION AND CLAIMS SUBMISSION PROCESS:**

HPC will convert the OMSP Service Records from the data in EDU-DOC<sup>®</sup> system into HIPAA compliant claim records in the ANSI 837 data format. The OMSP claims will be submitted for payment electronically monthly, except in the event of extenuating circumstances out of HPC's control (state software system modifications, including new Federal Medicaid requirements or) in accordance with the STATE OF OHIO MEDICAID AGENCY processing procedures, and subject to HPC maintaining the status of a "Trading Partner" with the STATE OF OHIO MEDICAID AGENCY. HPC will submit the final claim records that have passed the audit process (defined under section II, Audit Services section of this contract) to STATE OF OHIO MEDICAID AGENCY on a monthly schedule, unless DISTRICT staff does not provide OMSP Service Records by the established deadlines. In the latter case, HPC is not obligated to meet the deadline, if the OMSP Service Records are received after the DISTRICT deadline date, but commits to processing any eligible claims to the state with the next available processing cycle, unless the claims are expired because they exceed the state deadline for claims processing;

4. **CLAIMS REVIEW PROCESS:**

HPC will review rejected claims for errors, and resubmission of eligible erred and denied claims, in accordance with the ANSI 835 reconciliation process outlined by the STATE OF OHIO MEDICAID AGENCY;

5. **TRADING PARTNER:**

HPC will serve as the official STATE OF OHIO MEDICAID AGENCY Trading Partner on behalf of the DISTRICT in order to permit the processing of electronic medical claims by HPC for the DISTRICT.

- B. HPC will coordinate the process of obtaining and maintaining Medicaid recipient numbers through their own computer software capabilities. This effort shall be done in collaboration with the DISTRICT Information Technology Department, who will supply the necessary student demographic data to HPC during the year as needed. Subsequent to 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 STATE OF OHIO MEDICAID AGENCY for payment.
- C. HPC will provide a daily ongoing "Help Line" service for professional providers to use to answer computer system questions, clinical documentation questions, or resolve problems. The call center service is available **Monday through Friday from 8:30 AM to 4:00 PM**. In addition to the call center phone line, HPC has an e-mail address ([edudoc@hpcoh.com](mailto:edudoc@hpcoh.com)) for questions and the response time is within 24 hours during normal business hours, with the exception of all legal holidays and school vacations/breaks. Additionally, HPC shall provide ongoing access to web-based training videos for MSP service documentation requirements and EDU-DOC<sup>®</sup> software training.
- D. HPC will assist the DISTRICT in the completion of the federally required Medicaid Cost Report on an annual basis, with the DISTRICT'S Treasurer/CFO's staff, in accordance with all state and federal requirements and procedures for such, including the state's official Medicaid Program Cost Report Guidelines/Instructions, within the established timeframe. HPC will also assist the DISTRICT with the state required "AUPE" guidelines of the Medicaid Cost Report as a component of the entire process.

- E. HPC will assist the DISTRICT in the completion of the State's ODE Indirect Cost report on an annual basis, if the DISTRICT desires to complete this report as it is optional, with regards to obtaining the unrestricted rate to be used solely on the OMSP Cost Report.
- F. HPC will not knowingly process incomplete, inaccurate, or ineligible OMSP service documentation. The DISTRICT management and their service providers are ultimately responsible for documenting in compliance with OMSP Rules and Regulations, (as posted on the ODE website and listed in Ohio Administrative Code 5101:3-35 Medicaid School Program) and in accordance with the providers' professional practice standards, and their respective state licensing board regulations.

### **III. AUDITING OF OMSP SERVICE RECORDS**

- A. OMSP Service Records will be audited using the following methods: a.) pre-defined computer system edits, b.) manual review of service documentation with case notes for nursing claims, and, c.) for documentation of any claims that fail computer system edits.
- B. OMSP Service Records identified as erred or incomplete during the audit process, referenced in "A" above, will be returned electronically to the DISTRICT's providers daily for correction and re-submission. HPC's Auditing staff will problem solve with providers as needed to accomplish this task via the phone or e-mail communication. DISTRICT providers are responsible for correcting and returning erred or incomplete service documentation upon receipt for final processing by HPC. On a monthly basis HPC will provide a summary report identifying those providers who continue to have outstanding erred or incomplete service documentation. The DISTRICT is responsible for obtaining compliance from these providers to submit the outstanding service documentation for claims processing.

### **IV. ADMINISTRATIVE/CONSULTING/ADVISORY SERVICES**

- A. HPC will provide OMSP Program training on eligible services, program requirements, the EDU-DOC® service documentation system. Training is conducted for group and/or individual training in several different formats, as follows: 1. Training videos: web based subject training videos accessible through HPC's EDU-DOC® system website, or 2. individual provider training over the phone by an HPC trainer; and/or 3. group initial or refresher training as needed at the DISTRICT site. DISTRICT must provide the training facilities needed for the training program, including individual computer access for the on-line documentation system training. HPC will provide and maintain all training materials for all eligible DISTRICT providers participating in OMSP.
- B. HPC will provide a tracking system to monitor the provider's compliance with service documentation requirements. The monitoring reports are available 24/7 to assigned DISTRICT management staff through the EDU-DOC® Administrative Portal. Additionally, HPC will provide a monthly reminder notice of the availability of the monitoring reports to the designated DISTRICT management staff.
- C. HPC developed and maintains ***OMSP training videos, OMSP policy and procedures, and all program training and notifications, and State OAC rules*** to be accessible to all participating OMSP providers under documents and links in the Edu-Doc® system.

- D. HPC will assist the DISTRICT with any OMSP program audits to the extent required.
- E. HPC will verify the current professional/medical licensure for all DISTRICT staff that participates in the DISTRICT'S Medicaid program on an ongoing basis. DISTRICT retains ultimate responsibility for assuring that their providers hold the requisite credentials mandated by state law and the OMSP, initially upon hire, and on an ongoing basis. *HPC will not knowingly submit claims for DISTRICT providers who do not meet the OMSP licensing requirements and will notify the DISTRICT of any staff found to be non-compliant with the licensing requirements.*
- F. HPC will serve as the DISTRICT'S RMTS Coordinator for the OMSP. In that capacity, HPC will comply with all RMTS time study requirements as established by ODE and educate the District Management and providers on such requirements to assist staff in their compliance.
- G. HPC will provide the DISTRICT with access to its administrative software module to provide the monitoring capabilities that the District is responsible for maintaining, as follows:
  - a. The Parent Consent tracking system to utilize in tracking/maintaining the required parent consent documents for billing;
  - b. A student roster upload capability to provide the Special Education Managers with centralized storage and editing capability for required student information on those who are receiving Medicaid eligible services

## **V. MANAGEMENT REPORTING**

- A. Development and provision of various on-line reports to the appropriate DISTRICT management, available on HPC's EDU-DOC<sup>®</sup> Administrative Portal, which include:
  - Provider Documentation Compliance/Monitoring reports
  - Financial/Revenue reports
  - Parental Consent reports
  - MSP Referral reports
  - Student Encounter reports

## **VI. DUTIES AND OBLIGATIONS OF DISTRICT**

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

- A. DISTRICT is responsible for ***initially obtaining and maintaining (5-year revalidation process) its Ohio Medicaid Provider Agreement*** with the STATE MEDICAID AGENCY, in accordance with the OMSP Regulations, necessary to receive federal Medicaid reimbursements for eligible services through the state Medicaid Agency.
- B. DISTRICT shall provide, or cause to be provided, certain Medicaid eligible services to eligible individuals in order to participate in the OMSP program which this agreement serves to support.

- C. DISTRICT shall provide such services (section B above), or cause such 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. Such federal, state and local statutes, ordinances, laws, rules, regulations and orders, shall include, without limitation, 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, and the STATE OF OHIO MEDICAID AGENCY and DISTRICT policy; and specific OMSP rules and regulations concerning accreditation, provider licensure, and program certification. **Please note: DISTRICT completion of individual background checks for all Medicaid program participants, both DISTRICT employees and contracted staff, is required by federal and state Medicaid program rules.**
- D. DISTRICT OMSP service providers shall document eligible services into HPC's computer system for all the OMSP Medicaid-eligible services provided to their assigned students within the established documentation deadlines. The service document deadline is always on the first Monday of each month during the school year, to permit the submission of eligible claim records to the STATE MEDICAID AGENCY during the current billing cycle. OMSP documentation received by HPC after the deadline will be processed in order of receipt, but HPC cannot guarantee that they will be processed during the current billing cycle.
- E. DISTRICT is responsible for ensuring that only qualified Ohio Medicaid enrolled provider(s) complete all **required therapy service referrals**, in a timely manner, 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. ***Therapy Referrals are required annually and must be written at the beginning of each academic year, prior to delivery of eligible services, in order to guarantee payment of those services***
- F. DISTRICT is solely responsible to maintain compliance with the FERPA laws governing **parental consent** requirements for billing the Medicaid program for eligible medical services. DISTRICT must:
- ***Obtain the "once per lifetime" consent*** required and maintain/store this written documentation to be made available for the annual AUP review, and/or any state or Federal audit that could occur.
  - Update the EDU-DOC administrative portal, *in a timely manner*, with the parent consent status of its students to permit HPC to submit claims to the Medicaid Agency for payment.
  - ***Provide the FERPA required "annual parent notification" of parents' rights regarding billing school Medicaid services.***
- G. DISTRICT is responsible for providing and maintaining all computer hardware and software (with current technology compatible with the HPC Edu-Doc © system) which their provider staff will utilize when documenting OMSP services.
- H. DISTRICT is solely responsible for obtaining their service provider's compliance with all documentation responsibilities on a timely basis, to permit the Medicaid Program reimbursements as expected by the DISTRICT, including all service documentation provided for eligible students receiving eligible services, in order to submit claims for Medicaid reimbursement.
- I. Mandatory 90 Day Progress Notes during the school service year (required by OMSP). If preferred, the DISTRICT can elect to sign an ANNUAL WAIVER to not participate in the HPC system (EDU-DOC©) documentation feature that ensures the required documentation is obtained/maintained by the DISTRICT. However, if not utilizing this method of documenting the 90-day notes, the DISTRICT must adopt another method to ensure this requirement is met.

- J. DISTRICT shall maintain and store their electronic OMSP documentation records, as provided to them by HPC, and all supporting back-up documentation required by OMSP (e.g., IEP, ETR, Case Notes and related documents) in accordance with OMSP and federal Medicaid regulations, which is for a period of seven years from 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 handwriting 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).
- K. DISTRICT is responsible for uploading to the HPC Administrative Portal an excel file of mandatory (see below) student directory information for special education students at the beginning of the school year. This information will be solely utilized to set up and maintain student database that includes the following:
- a. Names, birth dates, addresses, student identification number, grade, and school building
  - b. Additionally, the file may also include the provider assigned to deliver services to the student to create a caseload that will be available automatically for the provider in EDU-DOC®.

DISTRICT will be required to adhere to file specifications provided by HPC. Student information may be uploaded, or additions/edits entered directly through the Administrative Portal as needed. This procedure must be completed to permit HPC to process any claims for the DISTRICT

- L. DISTRICT is responsible for providing HPC with a current and complete list of their OMSP providers on an ongoing basis, including:
- Full Legal Name (as it appears on licensure)
  - Title
  - Start date
  - Email address
  - Employment Status (District Employee or Contracted Service)
  - If district employee, include DAYS OF WEEK SCHEDULED TO WORK AND START/END TIME (for RMTS)

Additionally, District is responsible to inform HPC of a provider's change of status (i.e.: leave of absence, no longer working at district) to promptly allow HPC to inactivate provider access to EDU-DOC®, as well as remove provider from RMTS participant list.

- M. DISTRICT is responsible for complying with all RMTS requirements for OMSP, as specified by the OMSP RMTS Guidelines published on the ODE website, **on the exact schedule established by ODE and its RMTS vendor.** DISTRICT will ensure provider compliance with all RMTS reporting and deadlines for submission of required information necessary to continue billing MEDICAID each quarter. PLEASE NOTE: Non-compliance with the deadlines for completing time study moments can result in lower reimbursement rates for the district.
- N. DISTRICT is responsible for scheduling and providing the facilities for all program and computer training sessions with HPC and ensuring that the necessary DISTRICT providers attend the training sessions in a timely manner. Additionally, DISTRICT must record provider attendance at all training sessions conducted by HPC and maintain those records for future audit.

- O. DISTRICT is responsible for contracting with an outside professional accounting firm to conduct their required annual Medicaid Cost Report AUPE process. The payment of the fees to the accounting firm to complete this process is the financial and contractual responsibility of the DISTRICT, as the Medicaid vendor must be completely neutral from the process to ensure its integrity. All necessary data collection requirements requested by the accounting firm to complete the process are the sole responsibility of the DISTRICT.

## **VII. DISCLAIMERS and HOLD HARMLESS**

- A. The DISTRICT retains all responsibility for the accuracy of all cost report data provided to HPC to complete the OMSP Cost Report, and as such, holds HPC 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 assuring that if other federal funds (i.e. 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, to prevent double payments 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.
- B. The DISTRICT assumes all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by DISTRICT for the circumstances of overpayments in the annual cost report settlement process; or for state or federal program audit findings due to program documentation non-compliance; for inaccurate, incomplete or non-disclosed financial information necessary to complete the Medicaid Cost Report and Indirect Rate Report on a timely basis; or other reason specified by the Federal Medicaid Program related to the performance of district required functions/duties. DISTRICT holds HPC harmless for any reimbursement paybacks, fines or program suspension imposed on DISTRICT by the Federal or State Medicaid Agency.
- C. DISTRICT is responsible for ensuring that its providers document only eligible services in accordance with OMSP regulations (as posted on the ODE website) and submit the documentation to HPC, via the EDU DOC software, on a mutually agreed upon monthly deadline 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 OMSP documentation requirements, non-compliance with time study requirements, and including insufficient documentation/submission of eligible service documentation and related service progress reports by DISTRICTS' provider staff. Since the fees charged by HPC are flat, fee-for-service based (not percentage of revenue based), unrealized reimbursements due to provider non-participation, non-compliance, or late submissions of service documentation, are the responsibility of the DISTRICT, and therefore, not cause for fee reductions due to lower than expected reimbursements from OMSP.



- D. DISTRICT is responsible for ensuring that all OMSP required supporting documentation, such as, but not limited to, student attendance records, case notes related to the service provided, Evaluation Team Report (ETR), Individualized Education Plans and all evaluation/testing reports are current, signed, dated, and available for audit, and fully support submitted OMSP service claims. DISTRICT holds HPC harmless for any audit findings and/or related payback of funds imposed on DISTRICT due to DISTRICTS' non-compliance and/or errors with OMSP documentation requirements.
- E. DISTRICT is responsible for insuring that its OMSP service providers hold the requisite education, medical/professional licensure credentials, and are current with all licensing and certification requirements, and are compliant with licensing boards standards for documentation and professional standards of practice in accordance with state of Ohio requirements and in accordance with OMSP requirements, upon hiring and/or contracting for services, to participate in the program and receive federal Medicaid reimbursements for the eligible services DISTRICT sought reimbursement for. Upon notification of non-compliance with licensing, education, or other certification/license requirements, DISTRICT is responsible for taking necessary action to prevent the unqualified providers from submitting claims for Medicaid reimbursement. DISTRICT holds HPC harmless for any audit finding or reimbursement payback imposed on DISTRICT for unlicensed providers.

#### **VIII. 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 will comply with all AUPE requirements for the annual Medicaid Cost Report completion, including allowing the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records.
- C. HPC acknowledges to the DISTRICT that neither the corporation or its principles, are not suspended or debarred

#### **IX. ATTESTATION**

The DISTRICT hereby acknowledges and represents to HPC that its 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/approval in section XI below. The DISTRICT shall be solely responsible for its compliance, and the compliance of its providers, with all such Regulations, guidelines, and standard procedures, and hereby holds HPC harmless from and against any expense or liability for any failure so to comply.

## **X. TERMS AND COMPENSATION**

- A. The term of this Agreement shall be for one year, commencing on July 1, 2020 and ending on June 30, 2021, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC a fee of **\$7,000.00**. HPC will invoice DISTRICT quarterly. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

## **XI. TERMINATION**

This Agreement may be terminated by either party prior to its expiration date 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 30 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.

## **XII. APPROVALS**



Karen Bresky  
President/CEO  
Healthcare Process Consulting, Inc.  
Date: April 7, 2020

\_\_\_\_\_  
Superintendent or Treasurer/CFO  
Richmond Heights Local SD

Date: \_\_\_\_\_

**SCAN A SIGNED COPY OF THIS PAGE AND FORWARD VIA EMAIL TO [bgroholy@hpcoh.com](mailto:bgroholy@hpcoh.com)**