

“Memorandum-of-Agreement”
Between
the Illinois Association of School Boards (“IASB”) and
the _____ School District (“School District”)
For
Direct Services Claiming Services

This Memorandum-of-Agreement (“Agreement”) confirms that the School District has hired the IASB’s Medicaid Claiming Consortium (“Consortium”) to serve as its Third Party Billing Agent – and identifies the terms and conditions that will be applicable concerning the various services that the Consortium will be providing to the School District with respect to the development of its Title XIX/Medicaid claims and Title XXI/State Children’s Health Insurance Program (SCHIP) claims for Direct Services. In addition, this Agreement also outlines the various responsibilities of the School District with respect to the development of its Direct Services claims – and stipulates the way in which the Medicaid funds and SCHIP funds that are generated on behalf of the School District via those claims will be distributed.

In conjunction with this Agreement, the Consortium will serve as the School District’s Third Party Billing Agent and act on its behalf with respect to all aspects of the Direct Services program. This will include, but will not necessarily be limited to, the execution of any documents and/or forms that the Illinois Department of Health and Family Services (HFS) may require in conjunction with the Direct Services program (e.g., “Certifications”, “Interagency Agreements”, etc.).

1. Billing-Related Services: The School District will provide documentation to the Consortium with respect to all of the claimable health-related services that it provides to all of its Special Education students. In this regard, this information may be data entered into a secure Website that will be managed by the Consortium – or it may be transmitted via facsimile to the Consortium.

The Consortium will utilize the information that is provided by the School District to develop appropriate Direct Service claims and will submit those claims directly to HFS on behalf of the School District. In doing so, the Consortium will only submit claims on behalf of those Special Education students who were Medicaid eligible at the time that a claimable service was provided by the School District.

The Consortium may designate a Subcontractor to undertake some/all of the tasks that are part of the Direct Services claiming process. In addition, the Consortium may also designate a Subcontractor to provide whatever other services and/or technical assistance may be needed in order for the School District to be able to submit appropriate Direct Services claims to HFS.

2. Compliance and Certification: The Consortium, the Consortium’s Subcontractor, and the School District will each comply with all of the applicable Federal and State statutes, regulations, policies and procedures concerning the Direct Services program (Note: This specifically includes any such regulations, policies and/or procedures that have been established by the U.S. Department of Health and Human Services’ (“DHHS”) Centers for Medicare and Medicaid Services (“CMS”) – and any such regulations, policies and/or procedures that have been established by HFS). In this regard, the School District hereby certifies that the expenditures used to formulate its Direct Services claims will be taken from its accounting system, that all Federal funds will be excluded from those expenditures, and that those expenditures will not be duplicative of any other expenditures that were used to develop any other claims for Federal reimbursement.

3. Required Release of Information: The School District hereby authorizes the communication, release and/or transfer of any necessary information between/among all of the parties involved in the Direct Services claiming process during the term of this Agreement. This will include, but will not necessarily be limited to, the State of Illinois, HFS, CMS, the Consortium, the Consortium's designated Subcontractor, and any other entities that may be necessary for the appropriate and efficient management of the Direct Services claiming process (Note: All such information will be treated as "confidential information" – and, as such, it will be accorded all of the protections that are set forth in the *Family Educational Rights and Privacy Act/FERPA*, the *Health Insurance Portability and Accountability Act/HIPAA*, and any other applicable Federal and/or State statutes or regulations).

In conjunction with the above, the School District will obtain written consent from any affected parents with respect to the release of any "confidential information" concerning any specific students. In addition, the School District will also obtain written consent from any affected parents with respect to the submission of Medicaid/SCHIP claims concerning specific students.

4. Royalty Payments: Direct Services Claims that are submitted to HFS by the School District prior to the signing of this Agreement will be paid directly to the School District so long as the School District continues to be responsible for submitting and collecting those claims – and the Consortium will not be entitled to any fees with respect to those claims.

Direct Services claims that are submitted to HFS on behalf of the School District by the Consortium will be paid directly to the Consortium – and the Consortium will retain ten percent (10%) of any such payments and will disburse the remaining ninety percent (90%) to the School District.

In the event that the School District assigns to the Consortium any or all of the claims which the School District had been collecting at or after the signing of this Agreement, then the Consortium will submit and collect said additional claims – and retain ten percent (10%) of any such payments received and disburse the remaining ninety percent (90%) to the School District.

Unless otherwise agreed to, in advance and in writing, all of the above-stated fees will be all-inclusive with respect to the above-referenced services that the Consortium and/or its designated Subcontractor will be providing to the School District in conjunction with this Agreement. In this regard, however, the School District will also pay any other agreed upon fees for any additional services that it requests from the Consortium and/or the Consortium's designated Subcontractor.

5. Duration and Termination: This Agreement will remain in full force and effect from May 1, 2009 until such time as the Direct Services program is discontinued – or until either party terminates this Agreement. In this regard, this Agreement may be terminated at any time, for any reason, by one party providing written notice to the other party at least thirty (30 days) prior to the intended termination date.
6. Amendments: This Agreement may only be amended via a written instrument that is executed by both of the parties hereto. In this regard, all of the terms and conditions set forth in this Agreement will remain in full force and effect unless they are explicitly changed via such an amendment.

ACKNOWLEDGMENT

The undersigned for the School District acknowledges that (s)he is authorized to sign this Agreement on behalf of the School District and further acknowledges that the School District understands and agrees with all of the terms and conditions that are set forth in this Agreement. Similarly, the undersigned for the IASB acknowledges that he is authorized to sign this Agreement on behalf of the IASB and further acknowledges that the IASB understands and agrees with all of the terms and conditions that are set forth in this Agreement.

FOR: The School District

FOR: The IASB

Date

Date

School District

Dr. Michael Johnson
Executive Director
Illinois School Boards Association
2921 Baker Drive
Springfield, IL 62703-5929

Signature of School District Representative

Print: School District Representative's Name