



**Memorandum-of-Agreement**  
**Between**  
**Accelify, LLC (“Accelify”) and**  
**the \_\_\_\_\_ School District (“School District”)**  
**For**  
**School District Administrative Claiming (“SDAC”) Services**

This Memorandum-of-Agreement (“Agreement”) confirms the School District’s participation in Accelify’s medicaid claiming consortium (“Accelify’s Medicaid Consortium”) – and identifies the terms and conditions that will be applicable with respect to the various services that Accelify’s Medicaid Consortium will be providing to the School District concerning the School District Administrative Claiming (“SDAC”) program. In addition, this Agreement also outlines the various responsibilities of the School District with respect to its participation in the Consortium – and stipulates the way in which the SDAC funds that are generated on behalf of the School District will be distributed.

The purpose of this Agreement is to form a Consortium that will allow Accelify’s Medicaid Consortium to act as an agent for its participating members – and to facilitate the transfer/payment of SDAC funds by the State of Missouri’s Medicaid agency (“MO HealthNet”) to those members for the period from October 1, 2009 onward. In conjunction with this Agreement, Accelify’s Medicaid Consortium will serve as the School District’s agent and act on its behalf with respect to all aspects of the SDAC program – including, but not necessarily limited to, the execution of any documents and/or forms that MO HealthNet may require in conjunction with the SDAC program (e.g., “Interagency Agreements”, “Certifications”, etc.).

1. Compliance and Certification: Accelify’s Medicaid Consortium and the School District will each comply with all of the applicable Federal and State laws and/or regulations concerning the SDAC program – and all of the applicable policies and procedures that have been established by the State of Missouri and/or the Centers for Medicare and Medicaid Services (“CMS”). In this regard, the School District hereby certifies that the expenditures used to formulate its SDAC 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.

2. Required Release of Information and Payment Transfers: During the term of this Agreement, the School District hereby authorizes the communication, release and/or transfer of any necessary information between/among all of the parties involved in the SDAC claiming process – including, but not necessarily limited to, the State of Missouri, MO HealthNet, CMS, Accelify’s Medicaid Consortium and any other entities that may be necessary, in the sole judgment of Accelify, for the appropriate and efficient management of the SDAC claiming process.



3. Fees: Accelify’s Medicaid Consortium shall be paid three percent (3%) of any SDAC funds received by the School District (the “Fee”) (this fee will be all inclusive with respect to the various services that Accelify’s Medicaid Consortium provide to the School District in conjunction with the SDAC program). The Fee shall be paid to Accelify within \_\_\_\_ days of the School District’s receipt of said SDAC Funds. In addition, the School District shall provide Accelify with a summary of the received SDAC funds that it receives, on a weekly basis.

4. Duration and Termination: This Agreement will remain in full force and effect from **October 1, 2009**, until such time as the SDAC program is discontinued – or until either party terminates this Agreement. This Agreement may be terminated at any time, for any reason, by either party providing written notice to the other party at least sixty (60 days) prior to the intended termination date.

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 Accelify’s Medicaid Consortium, acknowledges that he is authorized to sign this Agreement on its behalf – and further acknowledges that Accelify’s Medicaid Consortium understands and agrees with all of the terms and conditions that are set forth in this Agreement.

**FOR: The School District**

**FOR: Accelify**

\_\_\_\_\_, 2009

\_\_\_\_\_, 2009

Date

Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title