

**CONTRACT FOR MEDICAID REIMBURSEMENT SERVICES  
BETWEEN WHITE PINE CHARTER SCHOOL  
AND PUBLIC CONSULTING GROUP, INC. (PCG)**

This Agreement (the “**Agreement**”) is made by and between Public Consulting Group, Inc. (“**PCG**”), a corporation with a place of business at 148 State Street, Boston, MA 02109 and **White Pine Charter School (“SCHOOL SYSTEM”)**, located at 2664 1st Street, Ammon ID 83401, as of **July 1<sup>st</sup> 2020 (“Effective Date”)**).

**WHEREAS**, the Idaho Department of Health and Welfare authorizes Idaho school districts to enroll as a Medicaid health service provider; and

**WHEREAS**, under the Medicaid School-Based Services program school districts can be reimbursed for certain school-based health services for students who are enrolled in Medicaid; and

**WHEREAS**, SCHOOL SYSTEM employs or contracts with health care providers to provide school-based health-related services to students; and

**WHEREAS**, some school-based health services are Medicaid reimbursable; and

**WHEREAS**, SCHOOL SYSTEM requires assistance in billing Medicaid for any and all covered school-based health services under the Medicaid School-Based Services program that are provided to Medicaid eligible students, and in collecting amounts billed; and

**WHEREAS**, PCG has demonstrated its ability and expertise in these areas; and

**WHEREAS**, PCG is able and willing to perform such services;

**WHEREAS**, SCHOOL SYSTEM wishes to receive Medicaid billing services from PCG;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

**A.** PCG and SCHOOL SYSTEM shall each perform their respective services, as described in the attached **Exhibit A**, in accordance with the terms and conditions set forth in this Agreement and the included Compliance Checklist that is attached and incorporated herein (and will be executed by SCHOOL SYSTEM within thirty (30) days of the Effective Date). Failure by SCHOOL SYSTEM to concurrently or subsequently execute a Compliance Checklist shall provide PCG the right to terminate this Agreement with less than thirty (30) days’ notice.

**B.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such



products or services, by means of written amendments to this Agreement.

## II. **TERM**

The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall end on **June 30, 2023**. Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “**Renewal Term**”), unless either party provides written notice to the other, at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon this Agreement shall end on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

## III. **COMPENSATION, PAYMENT, AND BILLING PROCEDURE**

- A. SCHOOL SYSTEM shall compensate PCG for services rendered under this Agreement as set forth in the attached **Exhibit B**, on the basis of invoices that are issued pursuant to the terms and conditions of this Agreement.
- B. PCG shall invoice SCHOOL SYSTEM only after reimbursement has been received by SCHOOL SYSTEM. Each invoice shall state, at a minimum, the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- C. If a reimbursement is disallowed after it was paid to SCHOOL SYSTEM, the following terms shall apply:
  - (i) For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with SCHOOL SYSTEM and take all reasonable actions to challenge the disallowance.
  - (ii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for a disallowance if SCHOOL SYSTEM does not allow PCG to fully participate in the review and audit process.
  - (iii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for any disallowance resulting from the errors, acts, or omissions of SCHOOL SYSTEM. PCG’s billing on behalf of SCHOOL SYSTEM is in good faith and the data SCHOOL SYSTEM enters is processed by PCG on an ‘as is’ basis. SCHOOL SYSTEM warrants that service data entered into EasyTrac™ and supporting claiming data furnished is accurate and complete and that SCHOOL SYSTEM has appropriate records to substantiate claims submitted on their behalf by PCG.
  - (iv) Subject to the terms provided herein, in the event claims are disallowed as a result of PCG’s errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund SCHOOL SYSTEM an amount equal to and no greater than the amount paid by SCHOOL SYSTEM on the amount disallowed.



- D. The terms of this Section shall survive expiration or termination of this Agreement. In particular, upon expiration or termination of the Agreement, PCG shall be entitled to payment for services provided prior to expiration or termination. The parties acknowledge that one or more invoices may be submitted by PCG after the expiration or termination date, following reimbursements received by SCHOOL SYSTEM on account of such services and SCHOOL SYSTEM shall be obligated to satisfy such invoices.

#### IV. RECORDS

- A. Upon reasonable notice, which will be no less than ten (10) business days, PCG shall allow SCHOOL SYSTEM and any of its duly authorized representatives or agents commercially reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examination, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, SCHOOL SYSTEM shall not request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Agreement for a period of at least five (5) years from the date of expiration or termination. Upon expiration or termination of the Agreement, PCG will also provide a zip file via SFTP file transfer to include service log and claim support information in either text format or Excel format going back five (5) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide SCHOOL SYSTEM data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG rates. SCHOOL SYSTEM shall be obligated to pay prior to delivery of the data.

#### V. CONFIDENTIALITY

- A. The parties recognize that this Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA").
- B. The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Agreement as may be necessary to reflect changes in the applicable law.
- C. PCG shall request from SCHOOL SYSTEM, and SCHOOL SYSTEM shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Agreement. PCG shall take commercially reasonable steps to safeguard all confidential information that it receives or creates pursuant to this

Agreement.

- D. PCG shall not use confidential information received from SCHOOL SYSTEM identifying individual students for any purpose other than the purposes of this Agreement or other purposes directed or allowed by SCHOOL SYSTEM in a writing signed by SCHOOL SYSTEM.
- E. If SCHOOL SYSTEM determines it necessary in order to comply with its obligations under law, SCHOOL SYSTEM may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG's facilities or records shall take place including during PCG'S normal business hours of operation and in a commercially reasonable manner.
- F. If PCG is requested or required to disclose information received from SCHOOL SYSTEM pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, PCG shall, prior to any disclosure of such information: (1) provide SCHOOL SYSTEM with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement; (2) promptly consult with SCHOOL SYSTEM on taking steps to resist or narrow the request; (3) cooperate and assist SCHOOL SYSTEM with its efforts to obtain an order or otherwise limit or restrict the disclosure of its information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of such information is still required, furnish only such portion of the information as PCG is advised by counsel is legally required to be disclosed.
- G. SCHOOL SYSTEM will take reasonable steps to protect the EasyTrac™ Services from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which SCHOOL SYSTEM becomes aware. SCHOOL SYSTEM shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EasyTrac™ Services, including all deletions of such data by SCHOOL SYSTEM users. SCHOOL SYSTEM is responsible for establishing and enforcing any SCHOOL SYSTEM policies related to data security, information management, account management of SCHOOL SYSTEM users, and the proper handling of data extracted, reported, or otherwise removed by the system by SCHOOL SYSTEM personnel
- H. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than SCHOOL SYSTEM, PCG, and their respective successors and assigns.

**VI. TERMINATION**

Either party may terminate this Agreement if the other party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.

**VII. OWNERSHIP INTERESTS AND LICENSE**

Subject to the terms and conditions of this Agreement, including SCHOOL SYSTEM'S performance of its obligations hereunder, PCG shall provide the EasyTrac Services (including application and related supporting services) to SCHOOL SYSTEM, as more fully described below.

**A. Definitions:**

- (i) "EasyTrac Services" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii) "New Releases" means any new revision of EasyTrac Services that includes significant enhancements which add new features to the EasyTrac Services and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
- (iii) "Updates" means any new revisions and/or modifications made to the EasyTrac Services and/or documentation in order to correct operational errors.
- (iv) "Upgrades" means any new revision of the EasyTrac Services that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

**B.** PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use the EasyTrac Services to the extent reasonably necessary in performing related school business functions.

**C.** PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for SCHOOL SYSTEM with respect to the EasyTrac™ Services; and (ii) to reproduce

and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of SCHOOL SYSTEM's documentation for the EasyTrac Services, and, if such SCHOOL SYSTEM's documentation is in an on-line format, allow SCHOOL SYSTEM users to make print copies of the same.

- D.** SCHOOL SYSTEM shall not use or grant to any person or entity other than authorized SCHOOL SYSTEM users the right to use the EasyTrac™ Services, which users shall be subject to the terms set forth herein. SCHOOL SYSTEM shall not distribute, market, or sublicense the EasyTrac™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- E.** SCHOOL SYSTEM shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in the EasyTrac™ Services and related documentation are placed on all copies of written materials distributed by SCHOOL SYSTEM relating thereto. Examples of such documentation include training materials and manuals. School SYSTEM shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EasyTrac™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- F.** SCHOOL SYSTEM shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of SCHOOL SYSTEM or an authorized SCHOOL SYSTEM user and shall not permit any SCHOOL SYSTEM user or third party to do so.
- G.** SCHOOL SYSTEM shall not transfer, rent, or permit access to the EasyTrac™ Services to any third party, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- H.** SCHOOL SYSTEM shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EasyTrac™ Services or any portion thereof, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- I.** SCHOOL SYSTEM shall not circumvent any security protection within the EasyTrac™ Services and shall not permit any SCHOOL SYSTEM user or third party to do so.
- J.** Subject to the license rights granted to SCHOOL SYSTEM by this Section, all right, title, and interest in and to the EasyTrac Services, including the intellectual property rights and technology inherent in the EasyTrac Services, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EasyTrac™ Services, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to



assign or grant to SCHOOL SYSTEM any right, title, or interest in or to PCG's intellectual property rights or other rights in and to the EasyTrac™ Services or PCG's trademarks. Except as expressly authorized by this Agreement, SCHOOL SYSTEM shall not use, display, copy, distribute, modify, or sublicense the EasyTrac™ Services. PCG reserves all rights not expressly granted to SCHOOL SYSTEM by this Agreement.

- K.** SCHOOL SYSTEM acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by SCHOOL SYSTEM use of the EasyTrac™ Services with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. SCHOOL SYSTEM shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with the EasyTrac™ Services, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of SCHOOL SYSTEM's knowledge of such infringements or acts.
- L.** PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in the EasyTrac Services.

#### **VIII. INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE**

- A.** PCG shall defend, indemnify, and hold harmless SCHOOL SYSTEM from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against SCHOOL SYSTEM or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ Services infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that SCHOOL SYSTEM promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B.** SCHOOL SYSTEM shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of SCHOOL SYSTEM or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with SCHOOL SYSTEM's acts or omissions, misuse of the EasyTrac™ Services, unauthorized modification of EasyTrac Services, or unauthorized combination of the EasyTrac Services with any hardware, software, products, data, or other

materials not specified or provided by PCG, provided that PCG promptly notifies SCHOOL SYSTEM, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides SCHOOL SYSTEM with reasonable assistance for the defense of the suit, claim, or proceeding. SCHOOL SYSTEM will have sole control of the defense of any claim and all negotiations for settlement or compromise.

- C. No party shall be liable to the other party for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT TO THE OTHER PARTY EXCEED AN AMOUNT EQUAL TO THE TOTAL COMPENSATION PAID TO PCG PURSUANT TO THIS AGREEMENT. The forgoing limitations in this Section shall not apply to: claims for breach of confidentiality or proprietary rights; infringement of product marking; indemnification; or fraud.
- D. PCG will maintain adequate insurance coverage for purposes of this Agreement, including commercial general liability, worker's compensation, cyber-security, and errors and omissions liability insurance.

#### **IX. SUCCESSORS AND ASSIGNEES**

SCHOOL SYSTEM and PCG each binds itself, its associates, partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Neither SCHOOL SYSTEM nor PCG shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

#### **X. APPLICABLE LAW AND EXCLUSIVE FORUM**

This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Idaho, without regard to choose of law provisions. The parties also consent to the personal jurisdiction in its courts and agree that the state and federal courts of the State of Idaho shall have exclusive jurisdiction over the enforcement of this Agreement.

#### **XI. COMPLIANCE WITH LAWS**

- A. The parties shall comply with all applicable federal and state laws and regulations.

- B.** This Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, PCG and SCHOOL SYSTEM shall negotiate in good faith to modify the terms and provisions of this Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Agreement shall terminate at the election of either party and neither party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that PCG and SCHOOL SYSTEM shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- C.** This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

## **XII. EXTENT OF AGREEMENT**

- A.** This Agreement represents the entire and integrated Agreement between SCHOOL SYSTEM and PCG and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B.** This Agreement may be amended or revised only by a written amendment signed by authorized representatives of both SCHOOL SYSTEM and PCG and referencing this Agreement.

## **XIII. PROCUREMENT**

- A.** SCHOOL SYSTEM is solely responsible for its compliance with applicable procurement laws and regulations.
- B.** To the extent specifically authorized by applicable procurement laws and regulations, this Agreement may be utilized by another school system or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Agreement, and SCHOOL SYSTEM assumes no authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

## **XIV. NOTICES AND CONTACT PERSONS**

Any notices, requests, consents and other communications hereunder shall be in writing

and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

**PCG**  
**Florie Wong**  
**Associate Manager**  
**Public Consulting Group, Inc.**  
**101 N 1<sup>st</sup> Ave, Ste.1850**  
**Phoenix, AZ 85003**

**SCHOOL SYSTEM**  
**Devan Tyler**  
**Director of Federal Programs/Special Education**  
**White Pine Charter School**  
**2664 1<sup>st</sup> Street**  
**Ammon, ID 83401**

**XV. MISCELLANEOUS**

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for SCHOOL SYSTEM and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this agreement, PCG does not make any warranty with respect to the contracted services, whether written or oral, express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not

intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- H. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by SCHOOL SYSTEM to its employees. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to SCHOOL SYSTEM employees, and may perform the contracted services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- J. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement. Time is of the essence of each and every term of this Agreement.
- K. In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern: (i) Agreement; (ii) Exhibit A; and (iii) Exhibit B.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written on page one of this Agreement.

**For and on behalf of PCG:**

**For and on behalf of SCHOOL SYSTEM:**

\_\_\_\_\_  
**Name: Florie Wong**  
**Title: Associate Manager**  
**Date:**

\_\_\_\_\_  
**Name: Devan Tyler**  
**Title: Director of Federal Programs/Special Education**  
**Date: 7-1-20**

## **EXHIBIT A: SCOPE OF WORK**

Subject to the terms and conditions of this Agreement, PCG and SCHOOL DISTRICT will provide the following services:

### **PCG**

SCHOOL SYSTEM contracts with PCG to perform the following services:

#### **I. EasyTrac™**

##### **A. Access and Usage**

PCG will grant nonexclusive and non-assignable right to SCHOOL SYSTEM to EasyTrac™ for SCHOOL SYSTEMS's users to obtain access and use of EasyTrac™. PCG provides EasyTrac™ as a software service. SCHOOL SYSTEM is not required to purchase or install any software on their computers or tablets with the exception of a compatible Internet Browser and Adobe Acrobat Reader.

- (i) Server Hardware: PCG will provide appropriate server space remotely for SCHOOL SYSTEM.
- (ii) Server Software: PCG will provide all server and database software for SCHOOL SYSTEM.
- (iii) Server Administration: PCG will provide all server administration including database back up, system account management, system security, and system maintenance. Any scheduled maintenance by PCG, including of its EasyTrac Services, or the scheduled maintenance of PCG's Internet provider, shall not be deemed a failure to provide the EasyTrac Services.
- (iv) Server Internet Connection: PCG will provide the connection of the server to the Internet at an appropriate speed to carry SCHOOL SYSTEM traffic at no additional cost. Otherwise, PCG does not provide the Internet connectivity to SCHOOL SYSTEM, and obtaining and maintaining such connectivity will be the sole responsibility of SCHOOL SYSTEM.

##### **B. Support**

*Helpdesk:* PCG will provide user support for EasyTrac™ at no additional charge.

- (i) Email support will be provided via the email links on EasyTrac™'s Message Board page.
- (ii) PCG will make all reasonable efforts to respond by the end of the second business day from receipt of any SCHOOL SYSTEM question.

*Initial Term Training:* PCG will provide a training of up to **one (1)** day (up to three

sessions) to all service providers. Training is provided in sessions to accommodate no more than twenty-five (25) trainees at one time. Each training session will be divided into two parts: (1) Lecture and (2) Hands-on practice/Q&A session. Upon request and subject to good faith negotiations, such training can be provided using remote or virtual means.

***Interim Training:*** Districts are responsible for providing training to all new service providers that were not part of the initial term training. If service providers need additional training, PCG will offer online trainings on a biannual basis (Fall and Spring) via an open enrollment process.

***ONGOING USER SUPPORT:*** On-going Tier 2 user support for EasyTrac™ will be offered to SCHOOL SYSTEM at no additional charge. SCHOOL SYSTEM leaders are responsible for providing the first level of support to end users. SCHOOL SYSTEM leaders and administrators are responsible for communicating end user questions that cannot be addressed by SCHOOL SYSTEM or internal help desk to PCG.

PCG will provide a project-based help desk email address and a toll-free phone number for designated SCHOOL SYSTEM staff.

This number will connect the SCHOOL SYSTEM designee with PCG's EasyTrac™'s help desk. (Phone number is subject to change). Phone support will be during the hours of 8:00 AM and 4:00 PM MST.

## II. Physician Authorization

Until a Physician Authorization has been collected by SCHOOL SYSTEM and maintained in EasyTrac™ by SCHOOL SYSTEM, PCG will not bill Medicaid for said service if required by Idaho Department of Health and Welfare.

## III. Claims Management

- A. PCG will prepare and maintain necessary paperwork for PCG to receive approval for submitting electronic claims and Remittance Advice to Idaho Department of Health and Welfare on behalf of SCHOOL SYSTEM.
- B. PCG will prepare, approve and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the Medicaid School-Based Services program.
- C. Based on the information entered in EasyTrac™ by SCHOOL SYSTEM as well as the compliance check list options agreed in the Compliance Checklist, PCG will process, generate, and submit reimbursement claims to Idaho Department of Health and Welfare on behalf of SCHOOL SYSTEM.

- D. PCG will perform monthly Medicaid enrollment verification checks.
- E. PCG will review Remittance Advices and reconcile and correct denied claims as appropriate.
- F. PCG will provide audit preparation and defense on claims for payment submitted by PCG on behalf of SCHOOL SYSTEM.
- G. PCG will provide routine reports that support claiming, reimbursement optimization, etc.
- H. PCG will safeguard student records in accordance with FERPA, applicable provisions of HIPAA, and all applicable Idaho state laws.

**SCHOOL SYSTEM**

- I. SCHOOL SYSTEM will designate a District Medicaid Coordinator who has decision making authority or reports directly to someone who has such decision-making authority with respect to all matters in this agreement. The individual will serve as PCG primary point of contact with SCHOOL SYSTEM.
- II. SCHOOL SYSTEM will actively participate in this project and be available for work sessions in accordance with an agreed upon work schedule and for other required tasks, activities and approvals necessary to meet the obligations of this agreement.
- III. If PCG provides training onsite, provide site for training with an appropriately configured computer for each trainee.
- IV. Assist PCG with the completion of paperwork for PCG to submit and receive electronic claims, payment remittances and Medicaid enrollment data on behalf of SCHOOL SYSTEM.
- V. SCHOOL SYSTEM will comply with SCHOOL SYSTEM requirements of the COMPLIANCE CHECKLIST as well as all applicable federal and State Medicaid law, regulations, rules, and requirements.
- VI. SCHOOL SYSTEM will enroll as a Medicaid provider and re-enroll as a Medicaid provider for billing transaction purposes as appropriate. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
- VII. SCHOOL SYSTEM will obtain and retain a National Provider Identifier (NPI) for billing transaction purposes.



- VIII.** SCHOOL SYSTEM will have its rendering providers enroll as a Medicaid provider, re-enroll as a Medicaid provider and obtain an NPI for billing purposes. The Medicaid provider ID and its effective dates and NPI must be recorded in EasyTrac™ by SCHOOL SYSTEM.
- IX.** SCHOOL SYSTEM will initially set up and manage ongoing access and supervisor relationships for its health-related service providers in EasyTrac™.
- X.** SCHOOL SYSTEM will have its health-related service providers record all services they provide to special education students in EasyTrac™. PCG will not submit claims for any services not entered in EasyTrac™. PCG strongly recommends that service providers log services for all students, regardless of Medicaid enrollment, for all health-related services covered by the Medicaid School-Based Services program.
- XI.** SCHOOL SYSTEM will obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure. SCHOOL SYSTEM will enter the one-time written consent dates in EasyTrac™.
- XII.** SCHOOL SYSTEM will be responsible for the accuracy and completeness of the data its employees provide PCG for claim submission. Errors must be corrected as soon as possible. SCHOOL SYSTEM, not PCG, is accountable for any SCHOOL SYSTEM errors or omissions.
- XIII.** SCHOOL SYSTEM will be responsible for informing its EasyTrac™ users of all relevant privacy regulations and policies.
- XIV.** If audited by the State or Federal Government or their agents, SCHOOL SYSTEM will disclose all Medicaid records required for audit purposes.
- XV.** SCHOOL SYSTEM will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid requirements for 5 years.
- XVI.** SCHOOL SYSTEM will ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. SCHOOL SYSTEM can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.

## **EXHIBIT B: COMPENSATION**

SCHOOL SYSTEM shall pay PCG a performance-based fee of six percent (6%) of the net reimbursement amounts received from Medicaid, subject to a minimum fee five thousand dollars \$5,000 (“Minimum Fee”) per contract year. In the event the performance-based fees do not meet or exceed the Minimum Fee for dates of services provided each contract year, SCHOOL SYSTEM shall pay PCG the difference between the Minimum Fee and the performance-based fees for that specific contract year.

- 1) During Year 1 of the Agreement, PCG’s performance-based fee will be reduced from 6% to 3% subject to a minimum fee of reduced from \$5,000 to \$2,500.
  - a) Year 1 discount rate will commence the first day PCG submits claims on the SCHOOL SYSTEM’s behalf to Idaho Department of Health and Welfare, or 60 days from the Effective Date, whichever comes first.
- 2) The fee shall be applied to all Incremental Revenue collected by the SCHOOL DISTRICT. “Incremental Revenue” is defined as any revenue to SCHOOL DISTRICT, including all reimbursements and accrued interest attributable to revenues derived from claims that are submitted by PCG pursuant to Exhibit A. These reimbursements include any settlements from the cost reporting process irrespective of whether PCG participated in the development and submission of the cost report.
- 3) PCG will not be obligated to continue work in project areas that do not generate significant Incremental Revenue to SCHOOL DISTRICT. Conversely, PCG is obligated to continue to work in project areas that do generate significant Incremental Revenue to SCHOOL DISTRICT.
- 4) Upon agreement with SCHOOL DISTRICT, PCG will convert from a performance-based fee to a flat fee if federal law at any time prohibits or restricts contingency compensation.
- 5) Upon agreement with SCHOOL DISTRICT, PCG may establish a new performance-based percentage for reimbursement activities related to services not provided under this Agreement.

## **MEDICAID SCHOOL BASED BILLING SERVICES COMPLIANCE AGREEMENT**

Public Consulting Group, Inc. (PCG) has been retained by **White Pine Charter School**, hereafter referred to as "School System," to provide Medicaid billing services pursuant to the Idaho Medicaid school-based billing program. This Medicaid Billing Services Compliance Checklist is intended to help School System comply with applicable Medicaid billing requirements. *PCG and School System will review the Compliance Checklist together before the start of each school year and make any necessary changes or updates.*

PCG and School System also agree that the Compliance Checklist is subject to, and incorporated by reference into, the parties' Medicaid billing services contract. This Compliance Checklist will immediately cease to be effective upon the termination or expiration of the Medicaid billing services contract. The parties intend for the Compliance Checklist to be fully consistent with applicable law, regulation, and Medicaid requirements.

**All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School System's failure to maintain the required documentation could result in a recoupment of Medicaid payments.**

- **School System is responsible for the accuracy of the data it enters into EdPlan™, hereafter referred to as "PCG System" and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School System is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School System must ensure that claims for direct service delivery are not submitted on dates when the student is not in attendance and student attendance data does not show student as "present" in school.**
- **School System is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School System is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School System is responsible for controlling user access to PCG systems, including managing passwords and activating and inactivating user access.**

PCG will perform a review of certain School System data before using that data to bill Medicaid on behalf of School System. The purpose of such "pre-billing checks" is to help School System avoid the submission of claims to Medicaid that do not satisfy basic Medicaid requirements.

However, the responsibility for accurate data and proper documentation remains with School System.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. Each requirement is followed by one or more compliance approaches to be selected by School District. It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.

Please contact your PCG client representative if you have any questions about the foregoing outline, or any of the items below.

### Services

PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services. (Check all that apply.)

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Audiology Services</b>                   | <input checked="" type="checkbox"/> <b>Occupational Therapy</b>                     |
| <input checked="" type="checkbox"/> <b>Behavior Intervention</b>     | <input type="checkbox"/> <b>Personal Care Services</b>                              |
| <input checked="" type="checkbox"/> <b>Behavioral Consultation</b>   | <input checked="" type="checkbox"/> <b>Physical Therapy</b>                         |
| <input checked="" type="checkbox"/> <b>Behavioral Skill Building</b> | <input checked="" type="checkbox"/> <b>Psychological and Psychotherapy Services</b> |
| <input checked="" type="checkbox"/> <b>Counseling Services</b>       | <input type="checkbox"/> <b>Social Worker Services</b>                              |
| <input checked="" type="checkbox"/> <b>Crisis Intervention</b>       | <input checked="" type="checkbox"/> <b>Speech and/or Language Therapy</b>           |
| <input checked="" type="checkbox"/> <b>Functional Life Skills</b>    | <input type="checkbox"/> <b>Transportation</b>                                      |
| <input checked="" type="checkbox"/> <b>Habilitative Skills</b>       | <input checked="" type="checkbox"/> <b>Community Based Rehabilitation Services</b>  |
| <input type="checkbox"/> <b>Interdisciplinary Training</b>           | <input checked="" type="checkbox"/> <b>Evaluation and Diagnostic Services</b>       |
| <input type="checkbox"/> <b>Interpretive Services</b>                |   |
| <input type="checkbox"/> <b>Nursing Services</b>                     |   |

### Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve School System of its responsibility to provide accurate data and to maintain the necessary documentation.

#### **1. Medicaid Eligibility**

**REQUIREMENT:** Every student for whom a service is provided must have a Medicaid ID.

*School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID and if the Medicaid ID that the School District has provided on behalf of the student is accurate.*

**PCG will check the presence of a Medicaid ID, based on School District data.**

Before billing Medicaid, PCG will check to confirm that the student has a Medicaid ID. If the student does not have a Medicaid ID, the service will not be billed. PCG cannot automatically check the accuracy of the offered Medicaid ID.

## **2. Age**

**REQUIREMENT:** Each service submitted to Medicaid must be age appropriate.

*School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.*

**PCG will check student Age, based on School System data.**

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be over 3 years old if receiving a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

**Age Range: 3-21 years old**

## **3. Diagnosis Code**

**REQUIREMENT:** Each service submitted to Medicaid must include a diagnosis code.

*School System is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.*

**PCG will check that School District provided a diagnosis code, based on School System data.**

Before billing Medicaid, PCG will check that School System has provided a diagnosis code pursuant to state approved policy. If a diagnosis code is not provided by School District, the service will not be billed.

Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

*School System is responsible for verifying that the appropriate diagnosis code is on file.*

## **4. Individualized Education Program (IEP) Dates**

**REQUIREMENT:** Each service submitted by School System to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School System.

*School System is responsible ensuring that the IEP includes the student's name; description of medical condition; achievable, measurable, and time-related goals and objectives that are related to the functioning of the student; the type of services the student will need; the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School System must check and confirm that the applicable IEP has all necessary information for any service that School System submitted pursuant to that IEP.*

**PCG will check that service delivery dates are within the IEP date span, based on School System data.**

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date spans provided to PCG by School System. If the service date is not within the IEP date spans, the service will not be billed.

School System will submit IEP dates to PCG in an agreed upon format via secure transmission.

## **5. Referral/Order/Physician Authorization**

**REQUIREMENT:** Services must be ordered in writing by a physician or other practitioner of the healing arts, to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record. Per IDAPA 16.03.09 section 835, "A school district or charter school may not seek reimbursement for services provided more than thirty (30) days prior to the signed and dated recommendation or referral."

*School System is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.*

**PCG will check the date of the physician's order, referral, or authorization prior to billing for all services, based on School System data.**

Before billing Medicaid, PCG will check that the date of service is within or no more than 30 days prior to the effective date of the physician's order, authorization, or referral provided by School System. If the service date is not within the effective dates or 30 days prior to the effective date of the order, authorization, or referral, the service will not be billed.

School System will enter physician's order, referral, or authorization data into the PCG System.

## 6. Supervisor Sign-Off

**REQUIREMENT:** Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment, assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

*School System is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.*

**PCG will check for Supervisor Sign-Off prior to billing for behavioral intervention, counseling, occupational therapy, personal care services, physical therapy, etc.**

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School System. If the services are not approved, the services will not be billed.

**PCG will not check for Supervisor Sign-Off.**

PCG will not perform a pre-billing check of Supervisor Sign-Off.

## 7. Provider Qualifications

**REQUIREMENT:** All School System service providers (clinicians, paraprofessionals, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules.

*School System is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School System to obtain and maintain licensure/certification information.*

**PCG will check that date of service was a date on which provider met Medicaid and**

**State license/certification requirements, based on School District data.**

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider met Medicaid and State license/certification requirements, based on School System data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

**8. Parental Consent to Access Public Benefits or Insurance**

**REQUIREMENT:** Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child’s or parent’s public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child’s personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child’s or parent’s public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access information concerning their or their child’s public benefits or insurance to pay for services under the IDEA.

*Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.*

**PCG will check for parental consent to access public benefits, based on School System data**

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

**9. Specialized Transportation Services**

**REQUIREMENT:** School System must maintain evidence that the student received *specialized* transportation on the date of a billed transportation service, and that the student received a Medicaid-covered direct service on the same day.

*School System is responsible for ensuring that only specialized transportation services that meet the Medicaid qualifications are documented in the PCG System, and to obtain and maintain documentation.*



**PCG will check that there is paid Medicaid covered direct service on the same day of the specialized transportation service.**

Before billing Medicaid, PCG will check that there is a *paid* Medicaid-covered direct service on the date of the specialized transportation service. If the service date does not fall on the same date as a *paid* Medicaid-covered direct service, the service will not be billed.

***How should PCG expect to receive this information from School System? (Select One)***

School System will enter specialized transportation data into the PCG System.

School System will submit specialized transportation data to PCG in an agreed upon format via secure transmission.

**School System will not be billing transportation services.**

#### **10. Non-School Days (Holidays, Weekends)**

**REQUIREMENT:** Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

*School District is responsible for maintaining information about Non-School Days including weather-related closures and other changes to the School District's PCG System calendar.*

**PCG will check Non-School Days before billing, based on School System data.**

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School System's PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

**PCG will check Weekends before billing, based on School System data.**

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School System's PCG System calendar. If the service date falls on a weekend, the service will not be billed.

**In the event that School System wishes to make any changes to the foregoing selections, PCG will coordinate with School System to prepare a revised Compliance Checklist.**

**The undersigned School System Representative makes and understands the selection of options listed on the Compliance Checklist.**

White Pine Charter School

School System Representative Printed Name:

Devan Tyler  
Emmalee Robinson

School System Representative Signature:

[Redacted Signature]

Title:

Board chair

Principal / Federal

Date:

7-1-2020

7/1/20

programs  
Director