



COLORADO SCHOOL MEDICAID CONSORTIUM 2025 -2026 SERVICE AGREEMENT

This Agreement made this 1st day of July 2025 by and between **Poudre School District R-1** (“School District”) and Colorado School Medicaid Consortium, Inc. (“THE CONSORTIUM”).

WHEREAS, federal law permits Medicaid agencies to reimburse school districts for health and related services to eligible students; and

WHEREAS, the state of Colorado has enacted legislation (C.R.S. 25.5-5-318) to allow such Medicaid reimbursement; and

WHEREAS, to meet the requirements of the federal and state legislation and to assist local education agencies in accessing such Medicaid reimbursement at a minimal cost, THE CONSORTIUM has developed comprehensive claiming, training, consultation, and technical assistance services; and

WHEREAS, THE CONSORTIUM has implemented such services; and

WHEREAS, School District desires to utilize THE CONSORTIUM services.

NOW, THEREFORE, in consideration of the preceding and the mutual covenants herein, it is agreed as follows:

1. For the purposes of this agreement, the School District’s primary contact with THE CONSORTIUM shall be:

Primary Contact

Name Corey Smith

Title Medicaid Coordinator

A secondary contact is required to ensure continued communication with THE CONSORTIUM in the event that the primary contact is unavailable for a prolonged period of time. The School District’s secondary contact shall be:

Secondary Contact

Name Kera Badalamenti

Title Executive Director of Finance

All communication from THE CONSORTIUM will be directed to the primary contact listed, unless the primary contact is unavailable for a prolonged period of time, in which case communications will be directed towards the secondary contact.

The primary contact will communicate directly with THE CONSORTIUM; assist in keeping necessary parties within the School District informed; and facilitate the implementation and delivery of items outlined in Section 6.

In the event that the primary contact is removed from his/her position or otherwise ceases to serve in that capacity, the School District shall promptly appoint a replacement primary contact and shall notify THE CONSORTIUM immediately in writing of the new primary contact, with all necessary contact information.

2. DEFINITIONS

Definitions are defined in Schedule 1, hereby attached and made part of this Agreement.

3. THE CONSORTIUM agrees to perform the following services upon approval of the School District and in full cooperation with any agents, representatives, or employees of the School District:

a. CLAIMS SERVICES

- i. To provide a Medicaid eligibility match for students receiving health services using information supplied by the Colorado Department of Health Care Policy & Financing (“HCPF”), in accordance with federal and state laws and to assist the School District with eligibility verification through the HCPF Provider Web Portal;
- ii. To complete an initial match of the School District’s Random Moment Time Study (“RMTS”) roster against the U.S. Department of Health and Human Services Office of the Inspector General (HHS-OIG) Exclusions Database and report potential matches in a report format to the School District; and
- iii. To provide service documentation templates and web-based service documentation tool(s) to allow the School District to record necessary data and information for service documentation and Medicaid claiming;
- iv. To complete timely submission of appropriate claims in accordance with federal and state laws, *provided that* the School District furnishes complete student and provider data files and claim information on a timely basis;
- v. To provide quality control by reviewing claim errors, resubmitting appropriate claims, and providing follow-up notification to the School District’s primary contact.

b. TRAINING SERVICES

- i. To provide training, guides and materials related to claiming activities;
- ii. To provide initial and follow-up training as scheduled to service providers through the use of web-based service documentation tool(s);
- iii. To provide initial and follow-up training for programmatic areas of the Medicaid School Health Services program, including, but not limited to, RMTS roster development, claiming activities, administration of web-based service documentation tool(s), general cost reporting best practices; and
- iv. To provide training opportunities including topical conference calls, web-meetings, Member Meetings or other trainings as needed for the School District’s primary contact and/or support staff.

c. TECHNICAL SERVICES

- i. To advise the School District on submitting necessary documentation to obtain the School District's Medicaid provider number and state contract with HCPF;
- ii. To provide guidance in setting up the School District's internal system for the implementation of the Medicaid School Health Services Program;
- iii. To review documentation and allowable claims for submission;
- iv. To provide technical assistance for claiming activities completed by the School District including, but not limited to, edit checks, reporting mechanisms and accountability monitoring;
- v. To provide technical assistance, training materials and tools related to the RMTS, Cost Reports, Medicaid claiming, Medicaid Administrative Claiming ("MAC") and the Local Services Plan ("LSP");
- vi. To provide access to technical support and assistance during normal business hours;
- vii. To provide on-going communication as needed to the School District's primary contact.

d. DOCUMENTATION & RECORDING SERVICES

- i. To provide electronic data record archiving for seven years;
- ii. To return paper claiming forms submitted by the School District;
- iii. To provide assistance to the School District during any fiscal or accountability Medicaid audit, including retrieval of archived claim data.

e. REPORTING SERVICES

- i. To provide monthly and quarterly reports on data and claims;

- ii. To compile and provide an end-of-year cumulative report regarding claiming activities.

4. THE CONSORTIUM acknowledges that in the course of School District's use of the Licensed Materials and services, confidential student data may be disclosed to THE CONSORTIUM. THE CONSORTIUM therefore further agrees that it will comply with the requirements in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, concerning the confidentiality and release of student records and data, as reflected in School District Policy; THE CONSORTIUM acknowledges that it will be considered a "School Official (as that term is used in FERPA and its implementing regulations) and that under applicable law, regulation and policy, officers, employees, and agents of THE CONSORTIUM who access student records and data may use such data only for the purposes for which the Licensed Materials have been made available to the School District. THE CONSORTIUM and its contractors, suppliers and licensors shall not use, provide, trade, give away, barter, lend, sell or otherwise disclose student records and data and shall not make any copies of such data or any type whatsoever, in readable or encrypted form, or in individually identifiable or aggregate form, except as necessary solely for the purpose of facilitating the performance, delivery or use of the services. By way of example, these restrictions include prohibiting "data mining" whether through automated or human means for any purpose, including advertising and marketing; and that THE CONSORTIUM will use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure and shall destroy any such records or data when this Agreement is terminated or when the records and data are no longer needed for the services provided or for services provided through use of the Licensed Materials. THE CONSORTIUM will not receive any confidential personnel information from the District. Information concerning each District provider shall be limited to the provider's last name, first name, email address, provider number, provider license number, license date, license expiration date, Health First Colorado Provider ID, and National Provider Identifier (NPI) if applicable.

5. THE CONSORTIUM service fee will be Eleven Thousand One Hundred Seventy-Five Dollars and Zero Cents (\$11,175.00) per service quarter, total fees not to exceed Forty-Four Thousand, Seven Hundred Dollars and Zero Cents (\$44,700.00). School District agrees to pay THE CONSORTIUM within thirty (30) days following receipt of invoices;

6. School District agrees as follows:
 - a. To recognize, ensure and maintain the confidentiality of all proprietary materials, information, data and similar property of THE CONSORTIUM with such requirements being applicable to its officers, agents and employees, which obligation will survive any termination of this Agreement;

- b. To comply with applicable state and federal statutory and regulatory requirements;
- c. To utilize THE CONSORTIUM's current service documentation templates and web-based documentation tool(s);
- d. To provide timely, complete, and accurate student and provider information, including, but not limited to, quarterly RMTS Rosters, student Individualized Educational Program (IEP) dates, dates for alternative or additional plans of care, provider license numbers and license expiration dates, in the requested format, per THE CONSORTIUM schedule;
- e. To promptly correct and update inaccurate or incomplete information previously submitted, THE CONSORTIUM will not charge the School District to correct specialized transportation, student or provider data if such corrections are made prior to the submission of claims;
- f. To pay THE CONSORTIUM at a rate of Fifty Dollars and Zero Cents (\$50.00) per hour to reverse or/adjust paid claims where the School District provided inaccurate data or service documentation to THE CONSORTIUM related to claiming documentation, specialized transportation, student or provider data after claims submission, THE CONSORTIUM will not charge the School District for the time spent in correcting an error in data transcription or claims submission made by THE CONSORTIUM;
- g. To certify the accuracy of provider licensure information, including license number, initial and expiration license date, and to verify providers are not excluded from participation in Medicaid by the HHS-OIG;
- h. To assist and support School District providers with web-based service documentation tool(s);
- i. To deliver complete and accurate service documentation templates to THE CONSORTIUM no later than the 15th of the month following the month in which the services were provided;
- j. To assume the risk of potential delay or loss of the School District's Medicaid reimbursement if service documentation are delivered after the deadline as set forth in subsection "i," above, resulting in a delay of claims processing and submission of appropriate claims;
- k. To cooperate with THE CONSORTIUM in regard to claiming, RMTS, MAC and Cost Reporting;
- l. To ensure that THE CONSORTIUM receives the full cooperation of any agents, representatives, service providers contracted by the School District, or employees of the School District in THE CONSORTIUM's provision of the services listed in section 3 above; and
- m. To cooperate with THE CONSORTIUM in the scheduling of the services listed in section 3 above at mutually acceptable times;

- n. To maintain contact, through email or phone, with THE CONSORTIUM and to notify immediately if the primary (or secondary) contact separates from the school district or changes role;
 - o. To attend, by primary or secondary contact, at least one of THE CONSORTIUM's Member Meetings during the school year.
7. The parties further mutually agree as follows:
- a. The term of this Agreement shall commence with an effective date of this agreement above, and shall continue through June 30, 2026;
 - b. That any student-specific data provided to THE CONSORTIUM by the School District will not be re-disclosed except for the purpose of program administration;
 - c. That access to both student and medical information will be limited to essential, authorized personnel for processing claims or accessing Medicaid eligibility of students for cost reporting purposes; and
 - d. In the event of a disallowance and requirement of repayment or adjustment by state or federal authorities of any claim or portion of a claim submitted by THE CONSORTIUM for the School District, then the School District shall be responsible for any such repayment or adjustment. THE CONSORTIUM shall not be obligated to contest any such repayment or adjustment on behalf of the School District. THE CONSORTIUM will obligingly assist the School District in analyzing and advising the School District on contesting of a repayment or adjustment. It is expressly understood and agreed that this subparagraph 7.d is in regard to repayments or adjustments in the event of an overpayment to the School District, and does not involve the return of funds to which the School District was ever legally entitled. Therefore, this paragraph 7.d applies in all its particulars regardless whether the overpayment resulted from an error made by the School District, or by THE CONSORTIUM.
8. If, during the term of this Agreement, it is found that a specific clause of this Agreement is unenforceable under federal or state law, the remainder of the Agreement shall not be affected by such a ruling, and shall remain in full force and effect.
9. This Agreement and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the state of Colorado.
10. The parties intend that an independent contractor relationship be created by this Agreement. The School District shall not oversee the actual work or instruct THE CONSORTIUM as to how its services will be performed; the School District is interested only in the results to be achieved, and the conduct and control of the

services provided by THE CONSORTIUM under this Agreement will lie solely with THE CONSORTIUM. THE CONSORTIUM's operations shall not be combined in any way with the operations of the School District, but instead shall be maintained separately and distinctly. THE CONSORTIUM is free to contract for similar services to be performed for others while under contract with the School District. THE CONSORTIUM is not to be considered an employee of the School District for any purpose, and THE CONSORTIUM and the employees of THE CONSORTIUM are not entitled to claim from the School District any of the rights or benefits the School District provides for its employees.

11. During the term of this Agreement, THE CONSORTIUM shall carry or ensure that it is covered by liability insurance, worker's compensation insurance as required by law and surety bonds for employees having access to THE CONSORTIUM or School District monies. Such liability insurance and surety bonds shall be in such amounts, as the board of directors of THE CONSORTIUM reasonably deem necessary to provide protection against foreseeable liabilities and malfeasance. THE CONSORTIUM shall indemnify and hold harmless the School District for any and all claims, causes of action, fines, penalties or other losses arising from the negligent or wrongful performance of its obligations hereunder by THE CONSORTIUM, its officers, agents and employees. The obligation of THE CONSORTIUM pursuant to this section shall be limited to the amounts payable in accordance with insurance, bonds or other surety carried by THE CONSORTIUM.

THE CONSORTIUM shall maintain in effect at all times during the term of this Agreement liability insurance, worker's compensation insurance and surety bonds for employees:

Commercial General Liability with limits of \$2,000,000 per occurrence/\$3,000,000 aggregate;

Auto Liability, including hired and non-owned auto, with limits of \$1,000,000, per occurrence combined single limit;

Professional liability insurance with limits of \$1,000,000 per claim and aggregate, if "Claims Made", coverage is to be maintained for a period of two (2) years beyond the expiration of this contract or a two (2) year extended reporting period must be purchased. Statutory workers' compensation coverage and employer's liability insurance with limits of not less than \$100,000;

THE CONSORTIUM will maintain during the term of this agreement Technology Errors and Omissions/Professional Liability Insurance including Network Security and Privacy Liability Insurance with limits of \$1,000,000 per occurrence/\$3,000,000 aggregate, coverage is to be maintained for a period of two (2) years beyond the expiration of this contract.

All insurance carriers (other than with respect to Professional Liability) must have an AM Best rating of A-VIII or better. The School District is to be included as an Additional Insured on the commercial general liability and auto insurance policies with respect to its vicarious liability arising out of Consultant's performance hereunder. Upon written

request, the School District shall receive a certificate of the insurance coverages required herein, which includes a statement that the insurance carrier will notify the School District in writing at least thirty (30) days prior to cancellation of any insurance policy. Notwithstanding the preceding, the School District may waive or modify these requirements. Such waiver or modification shall not be effective unless made in writing executed by an appropriate officer or employee of the School District.

12. In the event of the failure of either party to substantially and materially comply with the terms hereof, the other party shall provide written notice of such failure and the defaulting party shall have thirty (30) days to cure the failure. Upon failure to cure in a timely manner the failure addressed in the written notice, this Agreement may be terminated by the party that gave notice of the failure.
13. Each party hereto represents and affirms that it has the requisite authority and has properly acted through its governing body or appropriate officers to approve this Agreement.
14. Either party may terminate this agreement by providing the other party with a ninety (90) day advance notice of its desire to withdraw from this agreement. In such event, THE CONSORTIUM will continue to process all claims which the School District agrees to provide in a timely manner through the termination date. THE CONSORTIUM will return any paper claims forms to the district at termination. Forms received by THE CONSORTIUM after the termination date will be returned to the School District for processing. All School District providers and administrative users' access to web-based service documentation tool(s) will continue through the termination date and any data needs after the termination date will be handled by the School District contacting THE CONSORTIUM. The School District shall assume responsibility for all future claims processing, remittance, reconciliation, audit procedures and other matters related the Medicaid School Health Services Program.
15. This Agreement is binding upon the parties and their boards of directors, employees, successors, agents, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above written.

ATTEST:

SCHOOL DISTRICT

Date

Signature of Authorized Representative

Printed Name and Title

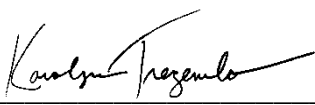
Date

Signature of Authorized Representative

Printed Name and Title

THE CONSORTIUM

4/15/2025
Date



Karolyn Tregembo, Executive Director

SCHEDULE 1

Definitions

1. “*Cost Report*” means the report(s) that a participating district must certify with the Colorado Department of Health Care Policy & Financing (HCPF), including an annual cost report that identifies allowable costs, i.e. staff included in the roster that are providing direct medical or health-related services and other allowable costs; and quarterly cost reports for administrative outreach services (MAC).
2. “*Exclusions Database*” means the Department of Health and Human Services Office of Inspector General Database that includes individuals or entities that have been excluded from participation in Medicare, Medicaid or other federal healthcare programs.
3. “*Health First Colorado*” means Colorado’s Medicaid Program.
4. “*Local Services Plan*” or “*LSP*” means the plan created by a participating district every five years identifying the types of health services needed by students and outlining how the Medicaid reimbursements will be used to provide additional health services to students within the school district. See C.R.S. § 25.5-5-318(4).
5. “*Medicaid Administrative Claiming*” or “*MAC*” means federally allowable Medicaid administrative and outreach activities that support the Medicaid SHS Program.
6. “*Member Meeting*” means official meetings held at least three (3) times per year by The Consortium to provide training and professional development to member SHS Coordinators, administrators and support staff.
7. “*Provider*” as used in the definition and course of Medicaid claiming means the individual or entity eligible to perform Medicaid benefit services and receive Medicaid Payments.
8. “*Provider Web Portal*” means an interactive system utilized by HCPF to collect, process, and exchange electronic claim and enrollment information between Medicaid providers and/or their billing agents and the Health First Colorado Program. Provides access to the Colorado interChange System (iC System) for claims submissions.
9. “*Random Moment Time Study*” or “*RMTS*” means a survey method implemented by HCPF that provides a statistically valid means of determining what portion of a selected group of participants’ workload is spent performing activities that are reimbursable by Medicaid.

10. “*Roster*” means the list of eligible participants and service providers who perform activities that are reimbursable by Medicaid.
11. “*School Health Services Program*” or “*SHS Program*” means the School Medicaid Program which allows school districts and Boards of Cooperative Educational Services (BOCES), to access federal Medicaid funds for delivering Medicaid allowable school health services to Medicaid enrolled children. Districts may also receive federal funding through the Medicaid Administrative Claiming (MAC) component for performing allowable administrative activities. See *generally* C.R.S. § 25.5-5-318 (2017).
12. “*Service Provider*” means medical and health service practitioners who provide services to students (e.g. Speech Language Pathologist, Occupational Therapist, Physical Therapist, Registered Nurse, School Psychologist, Social Worker, health aid or paraprofessional).
13. “*SHS Coordinator*” means the administrator identified by the school district to provide program management, implementation, and oversight of the SHS Program. Acts as the *Primary Contact* with The Consortium, HCPF, Colorado Department of Education (CDE) and their contractors regarding the SHS Program.