



Management Advisory Group Business Operations, Inc.  
*Educational and Administrative Consultants*  
**“Doing It Better for Less”**

Chairman of the Board

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**CONSULTANT AGREEMENT  
FOR MEDICAID SERVICES  
Kenmore-Town of Tonawanda UFSD  
May 3, 2017**

1. **INTRODUCTION** This Agreement is made, by and between, Management Advisory Group Business Operations, Inc., a duly organized New York corporation whose principal offices are at 385 Main Street, Catskill, New York, hereinafter referred to as “MAGBO”, and the Kenmore-Town of Tonawanda UFSD whose principal offices are at 1500 Colvin Boulevard, Buffalo, NY 14223, hereinafter referred to as “District”.
2. **TERM.** The term of this Agreement shall commence and be effective as of July 1, 2017 through June 30, 2018.
3. **DESCRIPTION OF SERVICES** - MAGBO is a provider of educational and administrative services to school districts throughout New York State. During the term of this Agreement, MAGBO will provide the following services and perform the following operations for the District:
  - A. MAGBO shall have access to, and research the District records necessary for the preparation, submission, and collection of current fiscal year and future services rendered to students with disabilities in the District.
  - B. MAGBO shall review District forms to ensure they meet current Medicaid regulations and recommend changes if applicable.
  - C. MAGBO shall provide a complete list of Medicaid eligible students three times annually: - one for summer; and two for the 10 month school year.
  - D. MAGBO shall conduct monthly screenings of District providers against the federal exclusion lists.
  - E. MAGBO shall enter information from completed forms and submit for reimbursement services that meet all requirements.
  - F. MAGBO shall enter providers into the district’s IEP program and register NPI numbers with EMedNY.

- G. If District providers do not enter their session notes into the district's IEP program, MAGBO will enter them based upon the paper session notes.
  - H. MAGBO shall provide a Consultant(s) on-site to confer with the District personnel up to four times per year.
  - I. MAGBO shall ensure its' relevant employees will attend mandatory Medicaid training annually, and training on the state and federal laws governing confidentiality of student data.
  - J. MAGBO shall keep confidential all student and staff information and any and all passwords, user names and other information acquired in connection with the performance of this contract unless required by law to be disclosed.
4. **RESPONSIBILITY OF THE SCHOOL DISTRICT** The District agrees to the following:
- A. Provide the necessary information and document copies as required for the delivery of service.
    - i. User name and password to student IEP software; and the Medicaid database contained therein; the user name must have full administrative privileges;
    - ii. Authorize access to MedWeb website;
    - iii. Federal EIN number to facilitate full access to EMedNY;
    - iv. Copies of parental consents, prescriptions, transportation logs, session notes; UDO Observation forms;
    - v. If the District utilizes MAG for STAC Services, for audit and privacy purposes, the password for the IEP software should be different than the one used for STACs;
    - vi. Other documentation as requested.
  - B. If the District utilizes IEP Direct, the Medicaid Direct component must be active.
  - C. Transmit copies of all required documents as noted above to MAGBO on a regular basis. Original documents must be retained by the District.
  - D. Apply for access to ePACES, if not already enrolled, and set up MAGBO contacts with administrative access.
  - E. Provide monthly, a list of newly classified students, to MAGBO for the purpose of determining whether the students are Medicaid eligible.
  - F. Provide clerical services as needed for delivery of services.
  - G. Keep student services up to date in the IEP program. Claims may only be processed for services provided between the start and end dates on the IEP.

- H. Ensure all “relevant employees” have the required Medicaid compliance training annually.
  - I. Complete and submit the annual SSHSP Cost Report. All aspects of the Cost Reporting and Random Moment Time Study are the responsibility of the District.
  - J. Ensure a Medicaid Compliance Program is in place, in accordance with NYS and Federal rules and regulations, and recertify annually, if applicable.
5. **COMPENSATION** The District shall pay MAGBO compensation based upon the estimated number of eligible students:
- A. \$20,656 annually, payable in monthly installments of \$1,721.33. Terms are Net 30.
  - B. If the District requests more than four on-site visits per year, MAGBO will be provided reimbursement for all reasonable travel expenses including mileage costs and lodging.
  - C. This compensation may be modified as agreed to from time to time without altering any of the other provisions of this agreement.
6. **INSURANCE** MAGBO agrees to procure and maintain at no additional expenses to the district general liability insurance in the amount of \$1 million and Worker’s Compensation insurance in accordance with NYS Law.
7. **NON DISCRIMINATION CLAUSE** MAGBO agrees that neither it nor any of its subcontractors shall violate any federal or New York State laws regarding discrimination in employment.
8. **TERMINATION OF AGREEMENT BY NOTICE** Either party may terminate this Agreement upon 60 days’ written notice. If this Agreement is terminated by either party, the District shall only be liable for payment of consulting fees earned as a result of work performed prior to the effective date of the termination. The 60 days’ notice shall be measured from the date the notice is postmarked.
9. **INVALIDITY** If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.
10. **MISCELLANEOUS** This Agreement constitutes the entire Agreement between MAGBO and the District hereto, **and** supersedes all existing **Medicaid Consulting Agreements** between them.

- A. MAGBO shall indemnify and hold the District harmless from any injury, damage or claims that may arise which MAGBO is responsible for; and the District shall indemnify and hold MAGBO harmless from any injury, damage or claims that may arise and which it is responsible for, resulting from the services provided pursuant to this agreement.
- B. This agreement shall be construed and governed in accordance with the laws of New York State.
- C. MAGBO will be engaged as an independent contractor for purposes of taxes, social security and other withholdings. MAGBO shall be solely responsible for payment of any and all taxes related to any payment under this Agreement. MAGBO and its employees will not be eligible for any benefits relative to this Agreement for social security, New York State Worker's Compensation, unemployment insurance, New York State Employees/Teachers Retirement Systems, or any other withholdings or benefits.
- D. Both parties acknowledge that they may receive and/or come into contact with protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Right & Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and shall comply with said regulations, where applicable.
- E. MAGBO shall, as required by NYS Education Law 2-d Data Security & Privacy
  - i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. Not use the education records for any other purposes than those explicitly authorized in its contract;
  - iii. Except for authorized representatives of MAGBO to the extent they are carrying out the contract, not disclose any Personally Identifiable Information (PII) to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - iv. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
  - v. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

11. **ACCEPTANCE**

~~Kenmore-Town of Tonawanda UFSD~~

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

~~Management Advisory Group Business Operations, Inc.~~

President  
Title

*Annika Shiff*  
\_\_\_\_\_  
Signature

*6/5/17*  
\_\_\_\_\_  
Date