

**DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI**

Revised: 8/3/2006

**MEDICAID ASSISTANCE PARTICIPATION AGREEMENT
(Medicaid - Title XIX Program)
FOR
MS COOL KIDS (EPSDT)
SCHOOL HEALTH-RELATED SERVICES FOR CHILDREN
PROVIDER AGREEMENT**

Name of Provider	Telephone Number	
<hr/>		
Street Address	City and State	Zip Code

THIS AGREEMENT made and entered into by and between the Division of Medicaid, Office of the Governor, hereinafter designated as "Division," and _____, a Provider of Services, whose address is stated above, hereinafter designated as the "EPSDT Related Services for Children Provider " or Provider. A Provider is an eligible EPSDT Provider under the Mississippi Medicaid State Plan and is dully licensed to provide such services in the State of Mississippi.

WITNESSETH:

WHEREAS, persons under 21 years of age who qualify for medical assistance as determined by the Mississippi Department of Human Services are eligible for the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program to ascertain physical and/or mental defects and treatment and/or referral to correct or ameliorate defects and chronic conditions found;

WHEREAS, ' 1905(r) of Title XIX of the Social Security Act requires states to arrange for corrective treatment, the need for which is disclosed by child health screening services, or be subject to penalty on failure to so provide;

WHEREAS, ' ' **43-13-101**, et seq., of the Mississippi Code of 1972, adopted in implementation or requirements of Title XIX of the Federal Social Security Act, makes the Division of Medicaid responsible for the proper and efficient administration of the Medical Assistance Program in Mississippi; and

WHEREAS, to participate in the Mississippi Medical Assistance Program (Title XIX),

the Provider of EPSDT Related Services for Children must (1) be surveyed and approved for participation in the Medicaid program by the Division of Medicaid, and (2) meet, on a continuing basis, standards and guidelines established by the Division;

NOW, THEREFORE, the aforesaid Provider of EPSDT Related Services for Children is approved by the Division for participation in the Mississippi Medical Assistance Program (Title XIX), as a provider of EPSDT Related Services for Children for Medicaid EPSDT individuals, subject to the above and following stipulations, terms and conditions:

A. The provider of EPSDT Related Services for Children agrees:

1. That services will be provided to eligible recipients of the Medical Assistance Program without regard to race, color, religion, national origin, or handicap.
2. That the Provider and the Provider's staff will abide by federal and state laws and regulations promulgated by federal and state agencies in the delivery of services.
3. To provide the following EPSDT Related Services for Children compliance with the provision set forth in The Expanded EPSDT Health Services Manual which is incorporated herein:

(Check the EPSDT health services you will provide and list restrictions related to the age or the number of children or enter none.)

SERVICES

RESTRICTIONS

- Speech and Language Evaluation
- Speech, Language or Hearing Therapy
- Occupational Therapy Evaluation
- Occupational Therapy
- Physical Therapy Evaluation
- Physical Therapy
- Psychological Evaluation
- Psychological Therapy

Please attach documentation of applicable licensing and certification for each person providing each of the services checked.

4. The provider will be responsible for providing State matching funds for EPSDT Related Services for Children through the School Districts for those individuals determined to be eligible for medical assistance under the provisions of Section 43-12-115, Miss. Code Ann. and Title XIX of the Social Security Act.
5. To submit claims for reimbursement in accordance with instructions from the Division, or its designated agent, and accept payment made, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment

under the program and under this Agreement with the exception of authorized deductibles, co-insurance and co-payments.

6. In order to participate in an receive reimbursement from the EPSDT program, the provider must certify the amount of funds that are available for the state/local match, and certify the total amount of funds that are available.
7. The provider understands that Federal Financial Participation, hereinafter designated as FFP, will be available up to the amount of state/local matching funds. When matching funds are exhausted, FFP will not be available and provider participation will be suspended until matching funds are certified. Matching funds will be certified by the contributing agency as representing expenditures eligible for FFP and that these funds are not federal funds OR are federal funds authorized by federal law to be used to match other federal funds.
8. To use Medicaid funds received for EPSDT related services for provision and/or enhancement of health services to children. These Medicaid funds may be used for the direct provision of these services and to defray the administrative cost of providing these services.
9. That, in the event, it is determined that funds have been overpaid, or disallowed, the undersigned provider shall repay to the Division the full amount of the overpayment or disallowance within thirty (30) days of notification by the Division, or on other terms mutually agreeable to the parties of this agreement. Failure to pay or make arrangements to repay any amount may result in suspension from the Medicaid program as a provider of EPSDT Related Services for Children with Disabilities.
10. To allow access to records concerning reimbursement with Medicaid funds to authorized state and federal Medical Assistance program (Medicaid) representatives upon request.
11. To safeguard information regarding individual Medicaid recipients according to the relevant provisions of state and federal laws and regulations.
12. To respect the Medicaid recipient's freedom of choice of provider of EPSDT Related Services for Children.
13. To authorize and agree to electronic direct deposit transfer payments for claims reimbursement by the Division of Medicaid and to submit, in accordance with instructions form the Division of Medicaid or its designated agent, the appropriate Direct Deposit Authorization/Agreement Form.
14. Whenever necessary, this agreement may be amended by mutual consent of the Division and the Provider to meet federal or other operations requirements upon signature of the appropriate officers of the respective agencies. Both signatories

to this agreement agree that any amendment to this agreement shall be in writing and in full conformity with state and federal laws and regulations in effect at the time of any such amendment.

B. The Division Agrees:

To reimburse the Provider the fees as established by the Division of Medicaid for EPSDT Related Services for Children.

This Agreement is not transferrable or assignable and may be terminated in thirty (30) days with written notice by either party. Should the authorized representative change, such information shall be reported immediately in writing via Certified Mail to the Division of Medicaid. Failure to do so may invalidate this Agreement.

This Agreement is effective on or after _____, _____.

PROVIDER OF EPSDT RELATED SERVICES

DIVISION OF MEDICAID

Signature of Authorized Agent

Signature of Authorized Agent

Title

Title

Date

Date