

Attachment F

**Agreement between the Mississippi Department of Education and the SBAC
School District for Provision and Reimbursement of Administrative Claiming
Activities**

The Mississippi Department of Education (MDE) and the _____ SBAC school district hereby agree to the principles, terms and effective dates carried in this agreement. This agreement is set forth to define each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid administrative claiming activities and is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. Legal authority for this program is found in sections 236.0812, 409.9071, and 409.908, Mississippi Statutes and Title XIX of the Social Security Act. The Division of Medicaid (DOM) has entered into an agreement that authorizes the MDE to administer the Administrative Claiming program in Mississippi. The DOM is the single state agency in Mississippi under Title XIX of the Social Security Act. Additional, specific federal governing policies and procedures are found in the Office of Management and Budget's (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.

This agreement is to be based on the following general principles:

General Principles

1. The aforementioned parties have a common and concurrent interest in providing and reimbursing Medicaid administrative claiming activities, within parameters set by the federal Centers for Medicare & Medicaid Services (CMS) and only as approved by CMS. Any changes in the program required by CMS are to be implemented by both of the aforementioned parties.
2. This agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
3. This agreement is not intended to override or obsolete any other agreements or memorandums of understanding which may already exist between these parties.
4. Any SBAC school district contractors involved with administrative claiming activities are bound by this agreement with regard to administrative policies and procedures.
5. A SBAC school district representing one or more other SBAC school districts within the state for the purposes of billing Medicaid for school-based administrative claiming activities, shall also comply with the provisions of this agreement.
6. This agreement provides a mechanism for payment of federal funds from CMS and the parties agree that it in no way creates a requirement for DOM or MDE to reimburse any SBAC school district from DOM or MDE state funds.

Terms

MDE agrees to the following terms:

7. MDE will provide ongoing evaluation of the School-Based Administrative Claiming (SBAC) program.

8. MDE will review SBAC school district administrative claims for Medicaid reimbursement on a quarterly basis and disburse funds received from DOM to the appropriate SBAC school district for administrative claiming where allowed under CMS' policies and procedures for the program.
9. MDE will disburse funds received from DOM to the SBAC school districts for allowable administrative activities performed by the SBAC school district staff, on a quarterly basis, and reimbursed to DOM.
10. MDE will disburse funds for administrative activities as determined by CMS approved cost allocation methodologies and time study formulas.
11. MDE will periodically monitor the SBAC school districts' files pertaining to administrative claiming program by the SBAC school district for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
12. MDE will develop procedures for recoupment from the SBAC school district, if warranted by MDE, DOM or CMS monitoring.

DOM agrees to the following terms:

13. DOM will develop a list and description of Medicaid reimbursable school-based administrative claiming activities performed by SBAC school district contract or salaried staff, in coordination with the Division of Medicaid. Administrative claiming activities are found in Appendix B of this agreement. Modifications to the administrative claiming activities will be made through revision of the DOM "School-Based Administrative Claiming Program Guide."
14. DOM will review SBAC school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the SBAC school district for administrative claiming where allowed under CMS's policies and procedures for the program.
15. DOM will reimburse the SBAC school district based on federally established rate of 50 percent of allowable administrative activities performed by personnel.
16. DOM will reimburse the SBAC school districts 100 percent of the federal share of actual and reasonable costs for Medicaid administrative activities provided by SBAC school districts, as determined by CMS approved cost allocation methodologies and time study formulas.
17. DOM will invoice CMS for Title XIX participation through the CMS-64 report.
18. DOM will periodically monitor the MDE files pertaining to administrative claiming program by the SBAC school districts for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.

19. DOM will produce any Medicaid specific reports deemed necessary for the SBAC school districts.
20. DOM will develop procedures for recoupment from MDE, if warranted by DOM or CMS monitoring.
21. DOM, coordinating with MDE, will notify the SBAC school districts in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
22. DOM will designate an employee to act as a liaison for the SBAC school districts for the administrative claiming program.
23. DOM will have monitoring and quality control functions, with all monitoring reports being sent to DOM for review and follow-up actions and MDE will provide direct supervision and assistance for these functions.
24. DOM will verify a percentage of time logs to ensure accuracy.

The SBAC school districts agree to the following terms:

25. The time accounting system used by the SBAC school district or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.
26. The SBAC school district must follow the policies and procedures contained in the DOM "School-Based Administrative Claiming Program Guide."
27. Any recoupment of funds due to an audit exception, deferral or denial deemed appropriate by CMS, MDE or DOM will be the responsibility of the SBAC school district, even after withdrawal from the program.
28. The SBAC school district will maintain an MDE/DOM/CMS approved administrative claiming program to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools and the application of sample percentages to accounting pools in a manner which will document the process for audits.
29. The SBAC school district will submit claims to MDE for administrative activities on a quarterly basis. Each claim shall be accompanied by a MDE certification of funds form indicating that sufficient funds were available to support the non-federal share of the cost of each claim.
30. The SBAC school district shall maintain and be able to produce within specified time frames requested records and material for CMS, MDE or DOM audits.
31. The SBAC school district will designate an employee to act as liaison with

MDE for issues concerning this agreement.

Confidentiality

The SBAC school district agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid beneficiaries and comply with all state and federal laws pertaining to confidentiality of patient information.

*Effective Date, Changes,
Life of this Agreement*

- 32. The effective date of this agreement will be the first day of the first quarter during which valid time studies were conducted in the SBAC school district and are subject to CMS approval.
- 33. Changes may be made to the agreement in the form of amendments and must be signed by all parties.
- 34. Changes in the CMS matching percentage or costs eligible for match will not be made via this agreement but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.
- 35. This agreement will continue in effect for the earlier of five years or until terminated by MDE, DOM or the SBAC school district. MDE, DOM or the SBAC school district may terminate this agreement by providing a thirty (30) day written notification to the other parties.

SIGNATORIES:

_____	_____
Authorized Representative	Date
_____	_____
SBAC School District	Date
_____	_____
Dr. Tom Burnham State Superintendent Mississippi Department of Education	Date