

# MEDICAID ADMINISTRATIVE CLAIMING AGREEMENT MEMORANDUM OF UNDERSTANDING

**Between the Montana Department of Public Health and Human Services and \_\_\_\_\_ (School District or Cooperative),  
for participation in the SCHOOL-BASED MEDICAID ADMINISTRATIVE CLAIMING PROGRAM.**

This agreement is made and entered into and effective the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, (hereinafter referred to as DPHHS) and \_\_\_\_\_, (hereinafter referred to as School District or Cooperative).

## **Purpose of Agreement:**

The School-Based Medicaid Administrative Claiming Program (MAC) will provide a method of federal reimbursement for eligible Medicaid Title XIX outreach and administrative services currently performed by the School District or Cooperative for individuals who need or are potentially at risk of needing health related services. Eligible administrative functions are primarily to locate, identify and refer individuals needing health/dental/mental health related services, to assist families in accessing Medicaid services through education, public awareness, and to seek appropriate providers and care for individuals. The primary benefit to individuals is to assist families and children in identifying and accessing Medicaid through education and awareness.

Authority and responsibility for the administration of the Montana State Medicaid program has been delegated to DPHHS as the Single State Agency. DPHHS, in its capacity as the Single State Agency, is responsible for ensuring the quality and cost effectiveness of the Medicaid programs in Montana.

DPHHS and/or its authorized agent has developed a detailed methodology to assess the reimbursable contribution from the School District or Cooperative and to determine and administer the process for calculating and collecting allowable claims for reimbursement of Medicaid administrative outreach activities.

The random moment sample (RMS) method is a statistically valid means to measure the work effort of the entire group of approved staff involved in the school health-related services program, by sampling and analyzing the work efforts of a cross-section of the group. RMS methods employ a technique of polling employees at random moments over a given time period and tallying the results of the polling.

The process is designed to be as quick and unobtrusive to participants as possible. Each calendar quarter, a portion of the statewide pool of selected employees and contractors will be identified to participate in the RMS time study. For each employee selected, one or more forms will be generated by DPHHS or its agent indicating the specific date and time that the employee is to be surveyed, or "sampled" (selected employees may be sampled more than once during a given quarter). Forms will be distributed to each school district's designated MAC Coordinator, who will then be responsible for distributing each form to the selected employee. At the specified date and time, the employee will be expected to complete the survey form (referred to as an "observation" form). Forms are then returned to the Coordinator for return to DPHHS or its agent.

**Services:**

- A. The School District or Cooperative agrees to:
1. Perform Medicaid Title XIX outreach and administrative services.
  2. Provide personnel to submit rosters, distribute instructions, provide training, and assist with quality assurance and submission of the requested information.
  3. Assure that participating staff attend the required training prior to inclusion in the Medicaid Administrative Claiming (MAC) Random Moment Sampling (RMS) sample.
  4. Participate in MAC time studies using RMS and attend ongoing training as required.
  5. Prepare and submit quarterly expenditure reports, including salaries, benefits and operating expenditures related to program participants, following instructions provided by DPHHS.
  6. Submit quarterly financial information, including salaries, benefits and operating expenditures related to program participants, in the format requested by DPHHS to provide documentation of the use of State and local funds for matching federal funds.
  7. Maintain documentation related to MAC for a minimum of six (6) years, three (3) months after the date the financial expenditure costs are reported.
- B. The Department of Public Health and Human Services (directly and/or through its agents) agrees to:
1. Conduct and complete the quarterly survey for the RMS time study.
  2. Complete a full analysis of all data acquired from the School District or Cooperative by the methodology developed and approved by the Division of Cost Allocation (DCA) and verify the contribution from the School District or Cooperative for Medicaid reimbursement through this program.
  3. Provide appropriate training materials and initial and ongoing training for the use of the MAC methodology developed and approved by DCA to the School District or Cooperative.
  4. Provide and maintain financial reporting instructions to the School District or Cooperative.
  5. Provide initial and ongoing financial reporting training to the School District or Cooperative regarding compilation of expenditure data for reporting.
  6. Provide technical assistance to the School District or Cooperative to support participation in the MAC program.
  7. Make payment to the School District or Cooperative after receiving federal revenue by either check or by direct deposit to the designated financial institution based on the share or proportion of new revenue the state is authorized to distribute to the School District or Cooperative.
- C. The School District or Cooperative may request from DPHHS or its agents, guidance in administrative and programmatic matters that are necessary to support the MAC process. DPHHS may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statues, standards and policies. DPHHS may supply essential interpretations of such materials to assist with the requirements of this Memorandum of Understanding (MOU). The School District or Cooperative is not relieved by a request for guidance of any obligation to meet the requirements of this MOU. Legal services will not be provided by DPHHS to School District or Cooperative in any matters relating to this MOU.

**Confidentiality:**

- A. All material and information constituting or containing recipient personal information provided to the School District or Cooperative by DPHHS or developed or acquired by the School District or Cooperative on behalf of DPHHS, whether verbal, written, magnetic media, or in other forms, is to be regarded as confidential information.
- B. The School District or Cooperative, its subcontractors, or its agents may only use or disclose confidential information for the purposes allowed for under this MOU and any governing federal or state legal and policy authorities. The School District or Cooperative, in accordance with applicable legal and policy authorities, must protect, during and after the term of this MOU, all confidential recipient information possessed by it for purposes of the delivery of services under this MOU.

**Execution and Modification:**

- A. This MOU for the purpose of participating in the administrative claiming program, begins April 1, 2013 and will continue indefinitely unless:
  - 1. terminated in accordance with the provisions of this agreement, or
  - 2. by mutual agreement of DPHHS and School District or Cooperative, to modify MOU.
- B. Either party may cancel this MOU by providing written notice thereof at least (90) days in advance of the effective date of termination.
- C. The School District or Cooperative, after termination of this MOU, remains subject to and obligated to comply with all legal and continuing MOU obligations arising in relation to its duties and responsibilities that may arise under the MOU including, but not limited to, record retention, audits, the protection of confidential information, and property ownership and use.

**Acronyms:**

DPHHS:	Department of Public Health and Human Services
MOU:	Memorandum of Understanding
MAC:	Medicaid Administrative Claiming
RMS:	Random Moment Sampling
DCA:	Division of Cost Allocation

**SCHOOL-BASED MEDICAID ADMINISTRATIVE CLAIMING PROGRAM  
MEMORANDUM OF UNDERSTANDING**

The parties through their authorized agents have executed the Memorandum of Understanding on the dates set out below.

IN WITNESS WHEREOF, the parties hereto affix their signatures to this agreement.

SCHOOL DISTRICT OR COOPERATIVE

\_\_\_\_\_  
School Executive, Board Chairperson or Designee  
(Authorization attached if Designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

\_\_\_\_\_  
Duane Preshinger, Administrator  
Health Resources Division  
MT Department of Public Health and Human Services

\_\_\_\_\_  
Date