

ADMINISTRATIVE CLAIMING AGREEMENT

**INTERAGENCY AGREEMENT
between the
KANSAS HEALTH POLICY AUTHORITY
and**

**for participation in the
MEDICAID SCHOOL DISTRICT ADMINISTRATIVE CLAIMING PROGRAM**

THIS AGREEMENT IS MADE AND ENTERED INTO and effective the _____ day of _____, 20____, by and between the KANSAS HEALTH POLICY AUTHORITY, (hereinafter referred to as **KHPA**), and _____, (hereinafter referred to as **District**).

WHEREAS, authority and responsibility for the administration of the Kansas State Medicaid program has been delegated to **KHPA** as the Single State Agency. **KHPA**, in its capacity as the Single State Agency, is responsible for insuring the quality and cost effectiveness of the Medicaid programs in Kansas; and,

WHEREAS, KHPA has determined a need to facilitate Title XIX reimbursement to Unified School Districts [USD(s)], Local Education Agencies [LEA(s)], and other units of local government for eligible Medicaid Title XIX outreach and administrative services; and,

WHEREAS, The Medicaid School District Administrative Claiming Program (SDAC) will provide a method of federal reimbursement for eligible Medicaid Title XIX outreach and administrative services currently performed by school districts, local education agencies -and other units of local government for children from newborn to 21 years-of-age who need or are potentially at risk@ of needing health related services. Eligible administrative functions are primarily to locate, identify and refer children needing health related services, to assist families in accessing Medicaid services through education, public awareness, and seeking appropriate providers to care for children. The primary benefit to children is to assist families in identifying and accessing Medicaid and other federal programs through education and awareness; and,

WHEREAS, KHPA has contracted with Public Consulting Group, Inc. (hereinafter referred to as PCG) to develop a detailed methodology to assess the reimbursable contribution from school districts and other agencies and determine and administer the process for calculating and collecting allowable claims for reimbursement of Medicaid administrative outreach activities;

NOW, THEREFORE, in consideration of mutual promises of the parties contained in this agreement, the parties agree as follow:

A. TERM. The term of this agreement shall become effective _____, 20____ .

B. The District Agrees to:

1. Perform Medicaid Title XIX outreach and administrative services.
2. Have relevant staff complete the required training before participating in this program and attend ongoing training as required.
3. Participate in time studies using random moment sampling at prescribed time intervals.
4. Prepare quarterly expenditure reports using templates provided by KHPA, through

its contractor PCG.

C. KHPA, (directly and/or through its agent, PCG) agrees to:

1. Do a full analysis of all data acquired from the **District** by the methodology developed and approved by CMS and will assess the contribution from the **District** for Medicaid reimbursement through this program. The **District** will be given a report detailing the results of the analysis and assessment of their submitted data.
2. Provide appropriate training materials and initial and ongoing training for the use of The methodology developed and approved by CMS to the **District**.
3. Provide and maintain financial reporting templates to the **District**.
4. Provide initial and ongoing financial reporting training to the **District**.
5. Assemble, process and submit all quarterly claims received, to CMS.
6. Provide forms for the collection of data for the methodology developed to assess the contributions from the **District**; provider lists, and cost reporting to the **District**.
7. Provide technical assistance to the **District** in preparing financial reports and in submission of claims.
8. Make payment to the **District** after receiving and processing claims each quarter either by check or by direct deposit to the designated financial institution.
9. Provide and maintain a State-wide 800 Number to facilitate response to queries from the **District**.

D. CERTIFIED FEDERAL MATCH AND PAYMENT. the **District** will certify to that it has made expenditures for Title XIX outreach and administrative services eligible for federal matching purposes, in an amount (currently 50% of the total expenditure) adequate to meet the state's Certified Federal Match requirement and that said funds have been used as matching funds for the purposes of this contract. The **District** will submit a certification form to **KHPA** within thirty (30) days of the end of each quarter certifying such expenditure. Upon receiving each quarterly claim from PCG, **KHPA** will draw down and make payments to the **District** equal to the appropriate Federal Financial Participation (FFP) for all claims submitted.

E. TERMINATION OF THIS AGREEMENT. This agreement may be canceled by either party by providing written notice thereof at least ninety (90) days in advance of the effective date of the termination.

F. AMENDMENT. The parties agree that any amendments to this agreement shall be by mutual agreement and shall be in writing.

G. FORM DA-146a. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

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

School District Superintendent

**Barbara Langner, PhD
Acting Medicaid Director**

Date

Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."