

Education
Mercedes Toural, Associate Superintendent

**SUBJECT: REQUEST FOR AUTHORIZATION FOR THE SUPERINTENDENT
 TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE
 AGENCY FOR HEALTH CARE ADMINISTRATION FOR THE
 PROVISION AND REIMBURSEMENT OF ADMINISTRATIVE
 CLAIMING ACTIVITIES**

**COMMITTEE: ELEMENTARY AND SECONDARY EDUCATION AND SCHOOL
 OPERATIONS**

Authorization is requested to enter into a Memorandum of Agreement with the Agency for Health Care Administration (AHCA) for the provision and reimbursement for Medicaid administrative claiming activities. The School Board has had a contractual agreement with The School Board of Hillsborough County, Florida, for Medicaid Administrative Outreach Claim Services since February 1998. This agreement with AHCA will enable the Miami-Dade County School Board to maintain billing directly and will reduce the expense of providing and reimbursing Medicaid administrative claiming activities. This agreement will become effective January 1, 2003, and will continue in effect for up to five years.

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, Florida Statutes as revised by the Florida Legislature, and Title XIX of the Social Security Act. AHCA is the single state agency in Florida under Title XIX of the Social Security Act.

There is no exchange of funds.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a Memorandum of Agreement with the Agency for Health Care Administration for the provision and reimbursement of administrative claiming activities. This agreement will become effective January 1, 2003, and will continue in effect for up to five years.

There is no exchange of funds.

**AGREEMENT BETWEEN THE AGENCY FOR HEALTH CARE ADMINISTRATION
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY
FOR THE PROVISION AND REIMBURSEMENT
OF ADMINISTRATIVE CLAIMING ACTIVITIES**

The Agency for Health Care Administration (AHCA) and The School Board of Miami-Dade County, Florida, (hereafter referred to as the School Board) 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, Florida Statutes as revised by the Florida Legislature, and Title XIX of the Social Security Act. AHCA is the single state agency in Florida 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.

I. General Principles

This agreement is to be based on the following 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 and Medicaid Services (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 County School District contractors involved with administrative claiming activities are bound by this agreement with regard to administrative policies and procedures.
5. A Lead County School District representing one or more other county school districts within the state for the purposes of billing Medicaid for school district administrative claiming activities, shall also comply with the provisions of Attachment I 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 AHCA to reimburse any County School District from AHCA state funds.

II. Terms

AHCA agrees to the following terms:

1. AHCA will develop a list and description of Medicaid reimbursable school district administrative claiming activities performed by the School Board's contract or salaried staff, in coordination with the Department of Education. Administrative claiming activities are found in Attachment II of this agreement. Modifications to the administrative claiming activities will be made through revision of the AHCA "Medicaid School District Administrative Claiming Guide."
2. AHCA will review school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the School Board for administrative claiming where allowed under CMS's policies and procedures for the program.
3. AHCA will reimburse the School Board based on federally established rates of 50 percent of allowable administrative activities performed by personnel other than skilled professional medical personnel and 75 percent for skilled professional medical personnel, in compliance with the definitions for skilled professional medical personnel in the federal regulations at 42 CFR 432.50(d)(1).
4. AHCA will reimburse the School Board 100 percent of the federal share of actual and reasonable costs for Medicaid administrative activities provided by the School Boards, as determined by CMS approved cost allocation methodologies and time study formulas.
5. AHCA will forward claims for funding to CMS for Title XIX participation on a timely basis, not to exceed 30 days.
6. AHCA will periodically monitor the School Board for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
7. AHCA will produce any Medicaid specific reports deemed necessary for the The School Board (e.g., Medicaid eligibility quarter-ending reports).
8. AHCA will develop procedures for recoupment from the School Board, if warranted by AHCA or CMS monitoring.
9. AHCA will notify the School Board in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
10. AHCA will designate an employee to act as a liaison for the School Board for the administrative claiming program.

The School Board agrees to the following terms:

1. The time accounting system used by the School Board or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.
2. The School Board must follow the policies and procedures contained in the AHCA "School District Administrative Claiming Guide."
3. Any recoupment of funds due to an audit exception, deferral or denial deemed appropriate by CMS or AHCA will be the responsibility of the School Board, even after withdrawal from the program.
4. The School Board will maintain (or coordinate a contractor's assistance in maintaining) an AHCA/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.
5. The School Board will submit claims to AHCA for administrative activities on a quarterly basis. Each claim shall be accompanied by an AHCA certification of funds form indicating that sufficient funds were available to support the non-federal share of the cost of each claim.
6. The School Boards shall maintain and be able to produce within specified time frames requested records and material for CMS or AHCA audits.
7. The School Board will designate an employee to act as liaison with AHCA for issues concerning this agreement.

III. Confidentiality

The School Board agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

IV. Effective Date, Changes, Life of this Agreement

1. The effective date of this agreement will be the first day of the first quarter during which valid time study results can be calculated and applied to the School Board expenditures and is subject to CMS approval.
2. Changes may be made to the agreement in the form of amendments and must be signed by all parties.

3. 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.
4. This agreement will continue in effect for the earlier of five years or until terminated by AHCA or the School Board. Thereafter, this contract shall be renewed annually after the expiration of the five-year period. AHCA or the School Board may terminate this agreement by providing a thirty (30) day written notification to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove set forth.

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

THE AGENCY FOR HEALTH COUNTY,
CARE ADMINISTRATION

By _____
Superintendent of Schools
or Designee

By _____
Secretary for Medicaid

Attest: _____

APPROVED AS TO FORM:

Attorney for Board

**SCHOOL DISTRICT ADMINISTRATIVE CLAIMING PROGRAM
LEAD COUNTY SCHOOL DISTRICT CONSORTIUM REQUIREMENTS**

County school districts may join or establish a consortium with other county school districts for the school district administrative claiming program. If a consortium is formed with a Lead County School District to serve as the single recipient of Medicaid administrative claiming funds for the members of the consortium, the Lead County School District shall comply with the following requirements:

- The Lead County School District may contract with any county school district in the state of Florida; however, a copy of each contract must be provided to AHCA prior to any reimbursements under the administrative claiming program. The Lead County School District shall provide AHCA with a current listing of county school districts that participate in the Lead County School District consortium.
- The Lead County School District shall not pool the Medicaid eligibility percentage and school district expenditures for all the member county school districts and reimburse based on an average consortium rate.
- The Lead County School District for the consortium has the following responsibilities:
 1. Submission of the member contracts and a list of the participating county school districts.
 2. Notification to AHCA of any change in membership within the consortium.
 3. Repayment of any overpayment due to exceptions, deferrals or denials due to activities on the part of participating county school districts within the consortium.
 4. Training or arranging for training of every participating county school district.
 5. Ensuring that participating county school districts maintain and are able to produce within specified time frames requested records and material for CMS or AHCA audits.
- If a County School District withdraws from the Lead County School District consortium or if the consortium dissolves, the Lead County School District retains the responsibility for recoupment of overpaid funds for any periods during which the participant county school district claimed Medicaid administrative claiming reimbursement through the Lead County School District consortium.

SDAC ACTIVITIES LIST

The major categories of SDAC activities are:

1. Outreach to the Medicaid Program

This activity occurs generally when staff are:

- informing eligible or potentially eligible students about Medicaid and how to access it, and
- describing to an individual(s) the range of services covered under Medicaid and how to obtain Medicaid preventive services.

2. Outreach to Non-Medicaid Programs

This activity occurs generally when staff are:

- informing eligible or potentially eligible students about non-Medicaid, social, vocational and educational programs and how to access them, and
- describing the range of benefits covered under these non-Medicaid programs and how to obtain them.

3. Facilitating an Application for Medicaid

This activity is applicable when staff are assisting a student or family to apply for Medicaid.

4. Facilitating an Application for Non-Medicaid Programs

This activity is applicable when staff are assisting a student or family to apply for non-Medicaid programs.

5. Care Planning and Coordination for Medical/Mental Health Services

This activity occurs generally when staff are:

- coordinating and/or monitoring the delivery of medical/mental health services, and
- linking the student and family with Medicaid service providers to plan, carry out and maintain a health service plan.

6. Client Assistance to Access Medicaid Services

This activity is used to record staff time spent arranging for transportation or translation assistance, which is necessary for a student or family to access Medicaid services.

7. Child Health Check-Up (CHCUP) Training

CHCUP is a Medicaid service available to children under age 21, which allows for physical examinations to detect health care problems and referrals for treatment. The program is federally termed Early and Periodic Screening, Diagnosis and Treatment. This activity occurs generally when staff are:

- coordinating, conducting or participating in training events and seminars for school district staff performing outreach activities regarding the benefits of CHCUP services, on methods of assisting families to access CHCUP services, and ways to more effectively refer students for CHCUP services; and
- informing outreach staff about how to find (early identification and intervention), screen and refer students with special/severe health needs for CHCUP services.

8. Coordination with the Agency for Health Care Administration (AHCA) and Contracted Medicaid Providers

This activity is used when staff are performing collaborative activities with AHCA and its contracted Medicaid providers to:

- improve the cost effectiveness of providing health care services;
- improve the availability of services;
- reduce service overlaps, duplications or gaps;
- focus services on specific population groups or geographic areas in need of special attention to ensure effective child health programs; and
- define the scope of each agency's or resource's programs.

9. Program Planning, Development and Monitoring

These are activities associated with the development of strategies to improve the coordination and delivery of medical/mental health services to school age children. The activities include developing, monitoring and maintaining tracking systems to assess the effectiveness of these services and programs.

10. Direct Medical and School Health-Related Services

This activity is applicable when staff are providing direct medical care, counseling and therapeutic services or treatment. The activity includes screening, evaluations and treatment.

11. Non-Medicaid, Other Educational and Social Activities

This activity is used when job duties are performed which are not health or Medicaid related, such as education and teaching, employment, job training and social service related activities.

12. General Administration

This activity occurs when staff are performing general administration activities of the school or school district as well as lunch or other breaks and paid leave.

Note that the above activities are reiterated and more fully explained in the Medicaid School District Administrative Claiming Guide, which is provided to each school district participating in the administrative claiming program. Minor changes in terminology in the guide may not be reflected on this list.