

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into by and between the state agencies shown below as contracting parties, pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Chapter 771, Texas Government Code.

I. MEDICAID ADMINISTRATION

Keller Independent School District hereafter referenced as "ISD" agrees to perform Medicaid Administrative activities on behalf of the Health and Human Services Commission (HHSC) to improve the availability, accessibility, coordination and appropriate utilization of preventive and remedial health care resources to Medicaid eligible students and their families. These activities will be in accordance with the policies and procedures set forth in the State of Texas Implementation Guide and its appendices issued by HHSC. Allowable activities under Medicaid administration are described in detail in Appendix A Medicaid Administrative Claiming Time Study Codes, attached hereto and incorporated herein for all purposes.

The ISD agrees to account for the activities of staff providing Medicaid administration in accordance with the provisions of OMB Circular A-87 and 45 CFR Part 74 and 95, and with the written guidelines issued by HHSC.

The ISD agrees to submit its quarterly participation data using the HHSC standardized Random Moment Time Study (RMTS) system, including a quarterly Participant List, Time Study reporting, Financial expenditure reporting, and Certification form. All financial expenditure data must be submitted to HHSC via the RMTS system within 2 quarter's of the end of the claim period, in order for the ISD's claim to be calculated.

The ISD agrees to provide the expenditures information to include in the quarterly data it submits to HHSC, or its designee, in the manner and written timeframes described in the State of Texas Implementation Guide, as approved by the Center for Medicaid and Medicare Services (CMS).

The ISD agrees to spend the State General Revenue, in an amount equal to the federal match received, for health-related services for clients.

The ISD agrees to designate an employee to act as a liaison with HHSC for issues concerning this Agreement.

II. BASIS FOR CALCULATING REIMBURSABLE COSTS

HHSC agrees to pass through to the ISD no less than ninety-five percent (95%) of Title XIX federal share of actual and reasonable costs for Medicaid Administration provided by its staff for Medicaid administrative activities under this agreement. HHSC reserves the right to retain five percent of the Title XIX federal share of actual and reasonable costs for said Medicaid administration for HHSC's own administrative costs, technical assistance and to establish and maintain an audit reserve fund. These costs shall be based upon a time accounting system which is in accordance with the provisions of OMB Circular A-87 and 45 CFR 74 and 95, the expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this Agreement.

HHSC agrees to reimburse the ISD subject to the terms of the MAC Claim Development subsection incorporated in the Texas Time Study Implementation Guide for Direct Services and the Medicaid Administrative Claiming. The rate of reimbursement for allowable administrative activities performed by personnel shall be fifty percent (50%) of such costs.

Changes in federal regulations affecting the matching percentage, or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of the Agreement, will be applied herein as provided in such changes

applicable by federal regulations. As HHSC becomes aware of changes in applicable regulations, it will provide such information to the ISD and this Agreement will be amended to reflect the applicable changes in federal regulations.

HHSC agrees to include the ISD's expenditures for Medicaid administration in the claim it submits to CMS for Title XIX federal participation, if said claim is submitted in accordance with written timeframes as laid out in this agreement and the current State of Texas Implementation Guide.

HHSC agrees to designate an employee to act as liaison with the ISD for issues concerning this agreement.

III. TERM OF AGREEMENT

This agreement is to begin upon execution and shall terminate on September 30, 2007.

This agreement may be terminated by consent of either HHSC or the ISD upon thirty (30) days notice in writing delivered in person or by certified mail.

IV. CERTIFICATIONS

The undersigned contracting parties certify that:

- the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- the proposed arrangements serve the interest of efficient and economical administration of state government; and
- the services contracted for are not required by Section 21, article XVI of the Texas Constitution to be supplied under a contract awarded to the lowest responsible bidder.

The ISD further certifies that it has sufficient statutory authority to contract for the services described in this contract under Chapter 12, Texas Health and Safety Code.

HHSC further certifies that it has sufficient statutory authority to contract for the services described in this contract under Chapter 531, Texas Government Code.

This agreement is executed by the parties in their capacities as stated below.

RECEIVING AGENCY

HEALTH & HUMAN SERVICES COMMISSION

By: _____

Albert Hawkins

Executive Commissioner

Date: _____

PERFORMING AGENCY

KELLER INDEPENDENT SCHOOL DISTRICT

By: _____

President, Board of Trustees

Date: _____