AGREEMENT BETWEEN THE AGENCY FOR HEALTH CARE ADMINISTRATION AND THE Suwannee County School District FOR THE PROVISION AND REIMBURSEMENT OF ADMINISTRATIVE CLAIMING ACTIVITIES

The Agency for Health Care Administration (AHCA) and the Suwannee County 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 1011.70, 409.9071, and 409.908, Florida Statutes, 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) 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 shall replace any previous 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. 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.

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II. Terms

AHCA agrees to the following terms:

1. AHCA will develop a list and description of Medicaid reimbursable school district administrative claiming activities as defined in Chapter 2 of the federally approved School District Administrative Claiming Guide performed by County School District contract or salaried staff, in coordination with the Department of Education.

2. AHCA will review school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the County School District for administrative claiming where allowed under CMS' policies and procedures for the program.

3. AHCA will reimburse the County School District based on federally established rates of 50 percent of allowable administrative activities performed by personnel.

4. AHCA will reimburse the County School District one hundred percent (100%) of the federal share of actual and reasonable costs for Medicaid administrative activities provided by county school districts, 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.

6. AHCA will periodically monitor the County School District 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 County School District.

8. AHCA will develop procedures for recoupment from the County School District, if warranted by AHCA or CMS monitoring.

9. AHCA will notify the County School District 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 County School District for the administrative claiming program.

The County School District agrees to the following terms:

1. The time accounting system used by the County School District or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.

2. The County School District 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 County School District, even after withdrawal from the program.

4. The County School District 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 County School District will submit claims to AHCA for administrative activities on a quarterly basis. Claims must be submitted as required in Chapter 7 of the School District Administrative Claiming Guide.

6. The County School District shall maintain and be able to produce within specified time frames requested records and material for CMS or AHCA audits.

7. The County School District will designate an employee to act as liaison with AHCA for issues concerning this agreement.

III. Confidentiality

The County School District 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. Effective July 1, 2017, all districts will enter into a new agreement with the Agency. This new agreement will be valid for five (5) years and eligible to be renewed at five year intervals (July 1, 2017 to June 30, 2022). The effective date of this agreement will be July 1, 2017 for all districts that participate in this program at July 1, 2017. Any other school district that enters the program between July 1, 2017 and June 30, 2022 will have the same effective date and termination date of the other established districts.

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. The initial agreement will continue in effect for the earlier of five years or until terminated by either AHCA or the County School District. Thereafter, each renewal agreement shall be in effect for a period of five (5) years or until terminated by either AHCA or the County

School District. AHCA or the County School District may terminate this agreement by providing a thirty (30) day written notification to the other party.

SIGNATORIES:

Chairperson, Suwannee County School Board — MAY 09 2017

Authorized School District Representative
Ted L. Roush, Superintendent of Schools

MAY 09 2017
Date

Suwannee
Name of County School District

Deputy Secretary for Medicaid

6/5/17
Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"