

MAC Intergovernmental Cooperation Agreement

Please complete the following steps:

- 1) Print the Intergovernmental Cooperation Agreement and obtain an original signature.
- 2) Please fill in your entity's information in all appropriate fields in the agreement.
- 3) Mail the signed, original document to HHSC Rate Analysis.
- 4) Photocopies will not be accepted.
- 5) HHSC contract's department will return the executed copy of the agreement to your entity. The agreement will include the entity's contract number (HCAT number).

STATE OF TEXAS §

COUNTY OF TRAVIS §

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, Chapters 771 and 791, Texas Government Code.

I. MEDICAID ADMINISTRATION

_____, a Local Health Department, hereafter referenced as LHD, 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 clients and their families. These activities will be in accordance with the policies and procedures set forth in the Medicaid Administrative Claiming (MAC) Guide hereafter referenced as “the MAC Guide” and appendices as issued by HHSC. Allowable activities under Medicaid administration are described in detail in the MAC Guide. Attachment A – Business Associate Agreement is attached hereto and incorporated herein for all purposes.

The LHD 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 LHD agrees to perform or coordinate its subcontractors' performance of Medicaid administrative activities on behalf of HHSC to improve the availability, accessibility, coordination and appropriate utilization of preventive and remedial health care resources to Medicaid eligible clients and their families. These activities will be in accordance with the policies and procedures set forth in the Guides.

The LHD agrees to submit its quarterly participation data using the HHSC standardized Random Moment Time Study (RMTS)/MAC Financial system. All financial expenditure data must be submitted to HHSC via the RMTS/MAC Financial system in adherence with the MAC timeframes outlined in the MAC guide. The LHD agrees to provide support for any expenditures information included in the quarterly claims data it submits to HHSC, or its designee, in the manner and timeframes described in the MAC Guide.

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

The LHD agrees to spend the federal match dollars generated from Medicaid administrative activities for health-related services for clients.

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

Any audit exception, deferral or denial taken against this agreement will be the responsibility the LHD.

II. GENERAL RESPONSIBILITY

HHSC recognizes the unique relationship that the LHD, and the affiliated entities operating under contract or memorandum of understanding with the LHD, has with its Medicaid eligible clients. HHSC further recognizes the expertise of the LHD in identifying and assessing the health care needs of Medicaid eligible clients it serves and in planning, coordinating, and monitoring the delivery of preventive and treatment services to meet their needs. In order to take advantage of this expertise and relationship and to promote the proper and efficient administration of the Texas Medicaid Program, HHSC has entered into this agreement with the LHD.

HHSC and the LHD enter into this agreement with full recognition of its relationship to any other agreements that HHSC may have developed for services to Medicaid eligible clients living in Texas and which are currently included in the Texas Medicaid Program.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

HHSC agrees to pass through to the LHD no less than ninety-five percent (95%) of the 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. 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.

The rate of reimbursement for allowable administrative activities performed by personnel other than Skilled Professional Medical Personnel (SPMP) shall be 50 percent of such costs. The rate of reimbursement for activities qualifying under regulations applying to SPMP and their direct supporting clerical staff shall be 75 percent of such costs for activities identified as "enhanced" or 50 percent for activities identified as "non-enhanced." Categories of costs eligible for 75 percent reimbursement include the following items only: compensation and applicable fringe benefits, travel and training of SPMP and their direct supporting clerical staff.

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

HHSC agrees to include the local entities 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 Guides.

HHSC agrees to reimburse claims for Medicaid administration from the LHD only if the LHD certifies that sufficient funds are available to support the non-federal share of the cost of the claim (or "match"). Agreement is also subject to any additional restrictions, limitations or conditions required by federal or state laws, rules or regulations.

HHSC agrees to designate staff to act as liaison with the LHD for issues concerning this agreement.

IV. LAWS AND REGULATIONS GOVERNING CIVIL RIGHTS

(a) LHD agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
- (7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

LHD agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

(b) LHD agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. LHD agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. LHD also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(c) LHD agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(d) Upon request, LHD will provide HHSC Civil Rights Office with copies of all of the LHD'S civil rights policies and procedures.

(e) LHD must notify HHSC'S Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

IV. TERM OF AGREEMENT

This agreement is to begin upon execution and shall continue until terminated by either HHSC or the LHD.

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

V. 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 LHD 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: _____

Kay Ghahremani
Associate Commissioner for Medicaid/CHIP
Health and Human Services Commission

Date: _____

PERFORMING AGENCY

LOCAL HEALTH DEPARTMENT

By: _____

Executive Director/CEO

Date: _____