

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).

HHSC agrees to include Community Center expenditures for Medicaid administration in the claim it submits to CMS for Title XIX federal participation, if the Community Center submits the claim in accordance with this agreement and the current MAC Guide.

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

As detailed in the MAC Guide, HHSC agrees to designate staff to act as liaison with the Community Center for issues concerning this agreement.

III. BASES FOR CALCULATING REIMBURSABLE COSTS

HHSC agrees to pass through to the Community Center no less than 95 percent of the Title XIX federal share of actual and reasonable costs for Medicaid administration provided by the Community Center’s staff for Medicaid administrative activities under this agreement. HHSC reserves the right to retain 5 percent of the Title XIX federal share of actual and reasonable costs for HHSC’s own administrative costs. These costs are based on a time accounting system in accordance with the provisions of OMB Circular A-87, 45 CFR 74 and 95, and other applicable law. The Community Center costs cover the expense 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) will be 50 percent of the costs. The rate of reimbursement for activities qualifying under regulations applying to SPMP and their direct supporting clerical staff will be 75 percent of costs for activities identified as “enhanced” or 50 percent for activities identified as “non-enhanced.” Categories of costs eligible for 75 percent reimbursement include compensation, applicable fringe benefits, travel, and training of SPMP and their direct supporting clerical staff.

IV. TERM OF AGREEMENT

This contract is effective upon execution and the parties intend it to cover and ratify services performed before execution. The contract ends on August 31, 2016. Either party may amend this contract by written agreement, or terminate this contract by providing 30 days’ advance written notice.

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 Community Center further certifies that it has sufficient statutory authority to contract for the services described in this contract under Chapters 533 and 534, Texas Health and Safety Code, and other applicable law.

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

The parties in their stated capacities below execute this agreement.

HEALTH AND HUMAN SERVICES COMMISSION

COMMUNITY CENTER

By: _____

By: _____(sign)

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

_____(print)

Executive Director/CEO

Date: _____

Date: _____