

STATE OF MONTANA INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF MONIES TO THE STATE

Whereas, § 20-9-240, Montana Code Annotated, requires OPI and DPHHS to collaborate to facilitate school districts in securing federal reimbursement when a district provides services eligible for reimbursement under the Medicaid and Children's Health Insurance Program; and

Whereas, any Montana public school district organized under the provisions of Title 20, Montana Code Annotated, is eligible to participate.

NOW, THEREFORE, the respective parties to this Agreement hereby agree as follows:

SECTION 1. PARTIES

This Agreement is entered into between the Montana Department of Public Health and Human Services, Children's Mental Health Bureau (hereinafter referred to as "DPHHS"), the Montana Office of Public Instruction (hereinafter referred to as "OPI"), and the local public school district (hereinafter referred to as "DISTRICT") that are signatories to the Agreement.

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for a MONTHLY voluntary intergovernmental transfer of monies from the DISTRICT to the OPI, and from the OPI to DPHHS. Upon receipt of the monies, DPHHS will make a payment to the DISTRICT as described in Sections 4 and 5.

It is the intent of the parties that the procedures herein fully comply with federal and state laws, rules, and regulations.

SECTION 3. TERM OF AGREEMENT

The effective term of this Agreement is January 1, 2022, or the exhaustion of the state bridge funding available and appropriated to the DISTRICT, whichever occurs later, through June 30, 2022, and will be automatically extended for subsequent one-year terms each July 1st, unless terminated otherwise in accordance with the provisions of this Agreement.

SECTION 4. CALCULATION OF AMOUNT OF MONIES

Payment amounts will be calculated based on the following process in accordance with the timeline set forth in Section 5:

1. On a monthly basis, DPHHS will calculate total computable payment amounts due to each DISTRICT for the comprehensive school and community treatment (CSCT) service approved under the Medicaid State Plan, based on claims submitted by the DISTRICT and processed by the Montana Medicaid Information System during the previous month;
2. DPHHS will notify the OPI of the state match share of the match payment required for each DISTRICT;
3. OPI will notify each DISTRICT of the state match share of the match payment requirement;
4. Each DISTRICT will transfer an amount equal to the state share to the OPI;
5. OPI will deposit the monies collected from the DISTRICT in the school-based services account, pursuant to § 20-9-240, Montana Code Annotated;
6. OPI will transfer match fund to DPHHS to use deposited monies as the non-federal share of CSCT Medicaid reimbursement; and
7. DPHHS will make the total computable payment to each DISTRICT.

SECTION 5. CONDITIONS FOR TRANSFER OF MONIES

DPHHS will submit a report to OPI by the first of the month or closest business day if the first of the month occurs on a weekend or holiday, specifying the match amount due by each DISTRICT by National Provider Identifier (NPI).

OPI will notify each DISTRICT of the match amount due.

The DISTRICT will transfer to OPI, within a 10-business-day window beginning on the first day of the month or closest business day if the first of the month occurs on a weekend or holiday, after notification by OPI, the amount specified in Section 4.4.

OPI will deposit the verified monies collected from the DISTRICT, as soon as possible, but no later than the last business day within the 10-business-day window after receipt from the DISTRICT, in the school-based services account.

OPI will transfer verified monies via electronic fund transfer to DPHHS and will notify DPHHS which DISTRICTS have met the match amount in its entirety on or before the third Monday of the month.

DPHHS will release suspended claims by Internal Claim Number (ICN) no later than the third Tuesday of the month to process on the third Wednesday of the month.

DPHHS will transfer to the DISTRICT, by the Monday following the third Wednesday of the month the total computable payment amount as specified in Section 4 through an electronic fund transfer.

DPHHS will not provide a DISTRICT with Medicaid reimbursement for CSCT services if the amount specified in Section 4.4 is not transferred in its entirety from the OPI to DPHHS as provided in this Section.

The DISTRICT certifies that the funds transferred as described in this Agreement are made voluntarily and neither the State nor OPI has, through statute, rule, or otherwise, required the DISTRICT to provide the funding.

The DISTRICT will receive one hundred percent of payment as provided in this Agreement or as required by federal law or regulatory authority.

SECTION 6. LIMITATION UPON SOURCE OF MONIES

The monies to be transferred from the DISTRICT to OPI must:

1. Not be federal funds, unless authorized by Federal law to be used to match other Federal funds, in accordance with 42 CFR 433.51(c).
2. Not be CSCT funds deposited in Fund 15 by the local districts.
3. Not be derived from a licensing fee, assessment, or other mandatory payment defined as a "health care related tax" under 42 CFR 433.68.

By signing this Agreement, the DISTRICT certifies that the monies transferred meet the requirements of this section.

SECTION 7. TERMINATION

Any Party may terminate this Agreement at any time, with or without cause, by providing 30-days' written notice to all other Parties to this Agreement.

In the event of early termination, the process described in Sections 4 and 5 shall be completed as to any claims submitted by the DISTRICT prior to or during the 30-day notice period.

DPHHS may immediately terminate this Agreement for any of the following reasons:

- 1) Federal or State laws, regulations, or guidelines are changed or interpreted in such a way that the provision of district-generated monies as match for federal

Medicaid monies is no longer feasible;

2) The Centers for Medicare and Medicaid Services (CMS) fails to approve the Medicaid state plan amendment;

3) DPHHS fails to receive the necessary appropriated funds to maintain the current Medicaid reimbursement to the eligible DISTRICT;

4) The DISTRICT fails to transfer the necessary amount of monies in accordance with the terms of this Agreement;

5) DPHHS is no longer able to, or allowed to, dedicate Medicaid funding to the payment of CSCT services for recipients of Medicaid funded services; or

7) DPHHS is precluded by a court of competent jurisdiction from implementation of this Agreement or of the Medicaid reimbursement for CSCT services.

SECTION 8. INDEMNIFICATION

The DISTRICT agrees to indemnify and hold DPHHS and OPI harmless if the DISTRICT does not meet the terms of this Agreement. The DISTRICT'S liability under this section shall not exceed the amount of federal financial participation in any Medicaid payments received by the DISTRICT that DPHHS or CMS determines it was not entitled to.

In the event an erroneous payment was made, DPHHS will return the portion of the recoupment representing the non-federal share contributed by the DISTRICT under this Agreement in accordance with federal regulatory requirements.

DPHHS agrees to indemnify and hold the DISTRICT harmless for claims arising or relating to claims by any CSCT service provider for non-payment if the DISTRICT meets the terms of this Agreement and such non-payment is the direct result of DPHHS's failure to meet the terms of this Agreement.

OPI agrees to indemnify and hold the DISTRICT harmless for claims arising or relating to claims by any CSCT service provider for non-payment if the DISTRICT meets the terms of this Agreement and such non-payment is the direct result of OPI's failure to meet the terms of this Agreement.

Each party to the Agreement shall defend, indemnify, and hold harmless every other party to the Agreement to any third-party claims, losses, liabilities, expenses, and/or attorney fees, arising from such party's negligent or intentional conduct related to the operation of this Agreement and/or such party's breach of this Agreement.

SECTION 9. LIAISON

The Appendix includes a list of liaisons for DPHHS, OPI, and the DISTRICT. These persons serve as the primary contacts between the parties regarding the performance of this Agreement.

SECTION 10. AGREEMENT IN ITS ENTIRETY

This Agreement consists of this document and there are no other agreement documents unless specifically referenced and incorporated in the Agreement. There are no understandings; agreements or representations, oral or written not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement is binding upon either party unless stated in writing and signed by all parties.

SECTION 11. THIRD PARTY BENEFICIARIES

DPHHS, OPI, and the DISTRICT are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, or is intended to give, or is to be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

The parties to this Agreement agree to abide by the terms and conditions set forth in this Agreement. The parties have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement, accordingly.

SECTION 12. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Montana. The parties agree the appropriate venue for any litigation initiated by any party to this Agreement for the purposes of enforcing or interpreting this Agreement shall be the Montana First Judicial District Court.

SECTION 13. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

The parties to this Agreement agree to abide by the terms and conditions set forth in this Agreement. The parties have executed this Agreement on the dates set out below, and certify they have read, understood, and agreed to the terms and conditions of this Agreement, accordingly.

DPHHS

Aden Nair

Director

1-10-2022

Date

OPI

[Signature]
Superintendent

Superintendent

1-10/2022

Date

School District

Chairman of the Board of Trustees

Date