

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

Whereas, the 2023 Montana Legislature has authorized the Department of Public Health and Human Services to facilitate school districts in securing federal reimbursement when a district provides services eligible for reimbursement under Montana Medicaid and the Children’s Health Insurance Programs (hereinafter referred to as “Medicaid Program or Medicaid State Plan”); and

Whereas, any Montana public school district organized under the provisions of Title 20, Montana Code Annotated, is eligible to participate in such programs and to obtain reimbursement for eligible covered services upon obtaining a National Provider Identifier (NPI) number.

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”) and the local public school district (hereinafter referred to as “DISTRICT”) that has signed and is identified in the signature line of this 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 DPHHS, which represents the state share of Medicaid reimbursement for the provision of Comprehensive School and Community Treatment (CSCT) services to eligible DISTRICT students. Upon DPHHS’s receipt of the DISTRICT’s state share of Medicaid reimbursement, DPHHS will make a payment to the DISTRICT as described in Sections 4 and 5, representing the MONTHLY total computable payment amount due to a DISTRICT for CSCT services provided under the Montana State Plan.

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

## **SECTION 3. TERM OF AGREEMENT**

The term of this Agreement is from July 1, 2023, through June 30, 2028, unless terminated in accordance with 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 amount due to each DISTRICT for the CSCT service provided under the Medicaid State Plan, based on claims submitted by the DISTRICT and processed by the Montana Medicaid Management Information System (MMIS) during the previous month;
2. DPHHS will notify the DISTRICT of the amount of the state share of CSCT Medicaid reimbursement (hereinafter referred to as “the state share”);
3. The DISTRICT will transfer an amount equal to the state share to the DPHHS;
4. DPHHS will deposit the state share monies collected from the DISTRICT in the school-based services account;
5. DPHHS will use deposited monies as the state share of CSCT Medicaid reimbursement; and
6. After receipt of the DISTRICT’s state share, DPHHS will reimburse DISTRICT for the total computable payment for CSCT services provided under the Medicaid State Plan as described in Section 4.1 of this Agreement.

## **SECTION 5. CONDITIONS FOR TRANSFER OF MONIES**

DPHHS will create a report by the first of the month or closest business day if the first of the month occurs on a weekend or holiday, specifying the state share due from the DISTRICT by National Provider Identifier (NPI).

DPHHS will notify the DISTRICT of the state share amount due.

The DISTRICT will transfer to DPHHS the amount specified in Section 4.2 within a 10-business-day window after receipt of notification by DPHHS on the first day of the month or closest business day if the first of the month occurs on a weekend or holiday

DPHHS 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.

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 4.1 through an electronic funds transfer.

DPHHS will not provide the DISTRICT with Medicaid reimbursement for CSCT services if the amount specified in Section 4.2 is not transferred in its entirety to DPHHS as provided in this Section.

The DISTRICT certifies that the funds transferred by the DISTRICT as described in Sections 4 and 5 are made voluntarily, pursuant to this Agreement, and that the State has not, 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 DPHHS 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 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 & 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 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
- 6) DPHHS is precluded by a court of competent jurisdiction from implementation of this Agreement or of the Medicaid reimbursement for CSCT services.

## **SECTION 8. LIABILITY**

The parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and representatives and will not seek financial contributions from the other party for such acts or omissions.

## **SECTION 9. ERRONEOUS PAYMENT**

In the event an erroneous payment is made under this Agreement, DISTRICT is entitled to recoupment representing the state share contributed by the DISTRICT under this Agreement in accordance with federal regulatory requirements.

## **SECTION 10. LIAISON**

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

## **SECTION 11. AGREEMENT IN ITS ENTIRETY**

This Agreement constitutes the entire agreement between the parties with respect to reimbursement for CSCT services, and no other document constitutes part of the agreement between the parties unless specifically referenced and incorporated in this Agreement. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, amendment, modification, or change of terms of this Agreement is binding upon either party unless stated in writing and signed by both parties.

## **SECTION 12. THIRD PARTY BENEFICIARIES**

DPHHS 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, 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.

**SECTION 13. 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 14. 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

\_\_\_\_\_  
Director

6/15/23

\_\_\_\_\_  
Date

**School District**

\_\_\_\_\_  
Name of School District

\_\_\_\_\_  
Chairman of the Board of Trustees

\_\_\_\_\_  
Date