

## Medicaid Administrative Claiming School District Claiming System User Agreement

### 1. Purpose

The purpose of this agreement is to establish the terms of access and use of the Medicaid Administrative Claiming School District Claiming System.

### 2. Definitions

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. **"Administrative Claiming"** means the Contractor's portion of the costs of the administrative activities contained in the United States Centers for Medicare and Medicaid Services approved School Based Medicaid Administrative Claiming Program plan for Washington State.
- b. **"Agent"** shall mean the Washington State Health Care Authority Administrator and/or the Administrator's delegate authorized in writing to act on behalf of the Administrator.
- c. **"Agreement" or "Contract"** shall mean this Agreement document or agreement, all schedules, exhibits, attachments, and amendments.
- d. **"Allowable Cost"** shall mean an expenditure which meets the test of the appropriate OMB Circular (see Section I. Federal Compliance of Attachment 1). The most significant factors that determine if a particular cost is allowable are:
  - (1) They must be necessary and reasonable,
  - (2) They must be allocable,
  - (3) They must be authorized or not published under state or local laws and regulations, and
  - (4) They must be documented.
- e. **"Authorized Representative"** shall mean that individual(s) of HCA and his/her delegates within the Agency authorized to execute this agreement on behalf of HCA.
- f. **"Business Days and Hours"** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
- g. **"Contractor"** shall mean that firm, provider, organization, individual or other entity performing services under this Agreement. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.

- h. "**Coordinator**" or "Medicaid Administrative Claiming Coordinator" means Contractor staff appointed to be the liaison to the Health Care Authority for the Medicaid Administrative Claiming Program.
- i. "**Effective Date**" shall mean the first date this Agreement is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Agreement.
- j. "**Health Care Authority (HCA)**" or "**Agency**" or "**Authority**" shall mean the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.
- k. "**Medicaid Administrative Claiming Program Manager**" means the HCA's Contact person named on page one (1) of this Agreement, or successor.
- l. "**Manual**" means the Medicaid Administrative Claiming Manual - Schools, or its successor, and changes, which shall be incorporated by reference into this Agreement.
- m. "**Medicaid**" means a joint federal-state program for covered Medicaid Services and for allowable costs of administration of related Medicaid Administrative Claiming activities.
- n. "**Medicaid Administrative Claiming**" means the source of funding for reimbursements provided in this Agreement is shared between the Contractor and the Federal Financial Participation.
- o. "**Medicaid Administrative Claiming System (System)**" is the means by which the contractor's MAC coordinators enter the contractor's MAC time study participant time study results, salary and benefits and other allowable claimable costs to generate quarterly MAC claims.
- p. "**Medicaid Outreach**" means Medicaid Administrative Claiming activities targeted to informing Medicaid Clients and potential Medicaid Clients about Medicaid programs.
- q. "**Successor**" is defined as any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first Contractor/ vendor.
- r. "**Time Study**" means the measurement tool used by the HCA Medicaid Administrative Claiming program to quarterly record the amount of time spent by the Contractor's Eligible Staff/Participants on Medicaid reimbursable Medicaid Administrative Claiming activities.
- s. "**Time Study Activities**" means Medicaid Administrative Claiming activities outlined in the Manual and captured through the Time Study by use of codes.
- t. "**Time Study Period**" means five randomly selected school days during each school quarter, during which the MAC activities of participating staff are tracked and reported.

### **3. User Requirements**

#### **a. Basic Requirements**

In order to use the Medicaid Administrative Claiming System you must:

- (1) Be an established Medicaid Administrative Claiming System user;
- (2) Have a valid e-mail address and phone number;
- (3) Have Internet access and equipment compatible with use of the Medicaid Administrative Claiming system; and
- (4) The system currently supports standard desktop computer browsers. We cannot guarantee compatibility with mobile devices, including smart phones and tablets.

### **4. Limitation and Termination of Medicaid Administrative Claiming System Use**

HCA reserves the right to limit or deny access and use of the Medicaid Administrative Claiming System. HCA has taken steps to safeguard the integrity of its data and prevent unauthorized access to information maintained by HCA. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to our systems and information, and to protect private information in our possession. HCA has the right to limit or terminate your Medicaid Administrative Claiming system access or to reject or refuse any transactions you initiate at any time and for any reason, including, but not limited to:

- a. Using the Medicaid Administrative Claiming System (directly or indirectly) for any unlawful purpose; and
- b. In any way attempting to corrupt the security and/or integrity of the Medicaid Administrative Claiming system.

### **5. Availability**

The Medicaid Administrative Claiming System is intended to be available twenty four hours a day, seven days a week. However, the Medicaid Administrative Claiming System may be unavailable from time to time for scheduled maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in service and include a written statement on the log-in screen of the Claiming System saying such.

### **6. Fees and charges**

HCA does not charge a fee to use the Medicaid Administrative Claiming System. Any fees charged to you by your telephone service or internet service provider will continue to apply and are your responsibility.

### **7. Assurances**

Authority and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, tribal, state rules and regulations.

## **8. Attorney's Fees**

In the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

## **9. Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **10. Disputes**

- a. The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Agreement or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Agreement Administrator which shall oversee the following Dispute Resolution Process: HCA shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; HCA's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.
- b. A party's request for a dispute resolution must:
  - (1) Be in writing,
  - (2) State the disputed issues,
  - (3) State the relative positions of the parties,
  - (4) State the Contractor's name, address, and his/her department Agreement number,
- c. Be mailed to HCA Acquisition and Risk Management Services, PO Box 42702, Olympia, WA 98504-2702 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.
- d. This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

## **11. Fraud and Abuse**

The User will input Medicaid Administrative Claiming information into the system for purposes of submitting a claim that has been fully reviewed by the contractor according to the Medicaid Administrative Claiming Manual and is true and accurate to the best of their knowledge.

The User shall report in writing all cases of fraud and abuse related to MAC, including fraud and abuse by the User's employees and/or subcontractors, within five (5) business days, to the HCA. The report shall include the following information:

- a. Nature of the fraud;
- b. Those involved in the fraud; and
- c. Estimate of the amount of funds involved.

## **12. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **13. Indemnification**

- a. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, HCA, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of this Agreement. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.
- b. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform this Agreement. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.
- c. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## **14. Disclaimer of liability**

To the maximum extent permitted by applicable law, you agree to use the System at your own risk. HCA shall not be liable for damages that results from use of the Medicaid Administrative Claiming System. This disclaimer applies to any actions that are performed by you or any entity other than HCA in connection with your use of the Medicaid Administrative Claiming System. Damages include, but are not limited to, harm to your device, or any loss of data, those related to a malfunction or non-function of your telephone service provider or internet service provider and to an attempt to use the Medicaid Administrative Claiming System when you know or have been advised that it is not working properly before you attempt to use it.

You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure or non-performance is your risk and includes the risk that you do not operate your computer or your software properly.

HCA is not responsible for any errors or failures from any malfunction of your computer or software.

HCA is not responsible for any electronic virus or viruses that you may encounter.

HCA is not responsible for computer virus related problems that may be associated with your use of the Medicaid Administrative Claiming System, On-Line Application.

HCA has no liability for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

HCA is not responsible for access made by unintended persons due to the disclosure of login credential information by you.

**15. Nondiscrimination**

- a. During the performance of this Agreement, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.
- b. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with HCA. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**16. Notices**

Whenever one party is required to give notice to the other party under this Interagency Agreement, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- a. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one of this Interagency Agreement;
- b. In the case of notice to HCA, notice shall be sent to:

Legal and Administrative Services  
Health Care Authority  
P. O. Box 42702  
Olympia, Washington 98504-2702  
[contracts@hca.wa.gov](mailto:contracts@hca.wa.gov)

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10<sup>th</sup>) day following the effective date of such notice unless a later day is specified in the notice.

**17. Records, Documents, and Reports**

- a. The Contractor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Agreement and performance the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records including materials generated under this Agreement shall be subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor shall retain such records for a period of six (6) years after the date of final payment.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**18. Right of Inspections**

The Contractor shall provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

**19. Severability**

If any provision of this Agreement or any provision of any documents incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

**20. Waiver**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by the Agent and attached to the original contract.