

**Pennsylvania Department of Education – Bureau of Special Education
School-Based Access Program (SBAP)
LEA Agreement to Participate
2015 – 2016**

The _____ (LEA name) agrees to participate in the School- Based ACCESS Program (SBAP) and, acknowledges that it participated in training related to the SBAP, and agrees to the following, all of which was presented during the training:

Public Consulting Group's (PCG) processing fees:

Dates of Service through	6/30/15
Direct Service:	\$0.77/claim
Transportation	\$0.49/claim
Dates of Service beginning	7/1/15
Direct Service	\$0.56/claim
Transportation	\$0.30/claim

All claims paid under the SBAP will be deposited into a restricted receipt account managed by the Commonwealth's Comptroller Operations.

The Public Consulting Group's monthly processing fee will be deducted from the LEA's restricted receipt account and remitted to the Public Consulting Group monthly.

Funds can be withdrawn by submitting PDE Form 352 (School Age) or 352 M (for EI programs) to the Bureau of Special Education along with a brief description of the intended use of the funds. Funds must be used to enhance and supplement the special education program within the LEA.

Signature of LEA Representative: _____

Printed Name: _____

Title: _____ Date: _____

**Public
Consulting
Group**

<http://www.publicconsultinggroup.com/client/paaccess/>
Public Consulting Group
Attn: Don Seidel
2040 Linglestown Road, Suite 201
Harrisburg, PA 17110
Phone: (866) 912-2976, Fax: 717-884-7799
Email: SBAPsupport@pcgus.com

Pennsylvania Department of Education - Bureau of Special Education
School-Based Administrative Claiming Program (ACP)
LEA Agreement to Participate

2015-2016

The _____ (LEA name) acknowledges that the Pennsylvania Department of Education (PDE) entered into a Memorandum of Understanding with the Pennsylvania Department of Human Services (DHS) on behalf of all LEAs and has read and understands the Administrative Claims portion of the Memorandum of Understanding identified as MOU# ME12130003.

By signature of its authorized representative below, LEA agrees to participate in the School-Based ACCESS Program Administrative Claims ("Program"), agrees to comply with all of the requirements for participation in the Program, and specifically agrees to the following:

The LEA will provide the information and data to PDE or its contractor which is needed to conduct the three (3) quarterly time studies;

The LEA will receive 25% of documented and approved administrative costs less the PDE/contractor costs associated with school-based services billings;

The PDE/contractor's processing fee for each billable administrative claim unit submitted under the program is \$500.00 per quarter. If the LEA Share is less the \$500.00 fee, the LEA will only pay 50%. (For Example, if the LEA Share is \$400.00, the processing fee will be \$200.00)

DHS will receive 25% of the documented and approved administrative costs;

The LEA will comply with the procedures for reimbursement for administrative costs which are contained in Appendix A of the Administrative Claims MOU.

Signature of LEA Representative: _____

Printed Name: _____

Title: _____ **Date:** _____

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Copy -I.D. <i>Education</i>	MOU NUMBER <i>ME12130003</i>
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PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
MEMORANDUM OF UNDERSTANDING

PURPOSE:

To establish program and fiscal responsibilities between the Department of Education (PDE) and Department of Public Welfare (DPW) for the provision of school-based health-related services and related administrative claiming activities.

TO: NAME AND ADDRESS
PA Department of Education
Bureau of Special Education

333 Market Street, 7th Floor
Harrisburg, PA 17126-0333

FEDERAL I.D. NUMBER
23-6003115

RECEIVED

AUG 11 2011

MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS, Sections 501 and 502 of the Administrative Code of 1929 (71 P.S. § § 181 and 182) require Commonwealth departments and agencies to coordinate their work and activities with other Commonwealth departments and agencies; and

WHEREAS, the Commonwealth's Department of Public Welfare (DPW) is the designated single state agency which has the authority to administer or supervise the Medicaid program in Pennsylvania under Title XIX of the Social Security Act (42 U.S.C. §1396 et seq.); and

WHEREAS, in Pennsylvania, the Medicaid program is known as the Medical Assistance (MA) Program; and

WHEREAS, Title XIX of the Social Security Act, as amended, §1902 (a) (11), 42 U.S.C. § 1396 a (a)(11), and 42 C.F.R. §441.61 (c), requires interagency cooperative arrangements between the Medicaid Program providing Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services and other state agencies providing federally-funded health, rehabilitative and social services; and

WHEREAS, the Pennsylvania Department of Education (PDE) has the power and duty pursuant to 71 P.S. §352(a) to administer all of the laws of the Commonwealth with regard to the establishment, maintenance and conduct of the public schools, particularly the Public School Code of 1949, as amended, 24 P.S. §1-101, et seq.; and

WHEREAS, the No Child Left Behind Act, 20 U.S.C. §6301 et seq., provides financial assistance to improve educational opportunities of educationally deprived children by helping them succeed in the regular program, attain grade level proficiency and improve achievement in basic and more advanced skills; and

WHEREAS, PDE regulates the provision of Pupil Personnel Services programs, including health services, in the public schools of the Commonwealth pursuant to Article XIV of the Public School Code of 1949, as amended and 22 Pa. Code §§ 12.1 – 12.42; and

WHEREAS, PDE sets standards for the provision of services to identified and suspected exceptional students and for early intervention services and programs for eligible young children and students with disabilities in Pennsylvania, in accordance with the Individuals With Disabilities Education Act, 20 U.S.C. §1401-1419 and 22 Pa. Code Chapters 14, 15, and 711, §504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 et seq., and Act 212 of 1990, 11 P.S. §875.101-875.503.

WHEREAS, 42 C.F.R. §441.61 provides the state Medicaid Agency should make use of education programs to ensure an effective child health program; and

WHEREAS, PDE and, ultimately, public schools, are well suited to assist DPW in the identification and assessment of health care needs of Medical Assistance (MA) eligible clients and in the planning, coordination, and monitoring of delivery of preventative and treatment services to MA eligible clients.

NOW, THEREFORE, the parties to this Memorandum set forth the following as the terms and conditions of their understanding.

I. Purpose.

To establish program and fiscal responsibilities between the Department of Education (PDE) and Department of Public Welfare (DPW) for the provision of school-based health-related services and related administrative claiming activities.

II. Objectives.

- A. To establish responsibilities for the operation of the school-based health-related services that are provided in the Local Education Agencies (LEA); and
- B. To coordinate efforts to maximize utilization of existing fiscal resources for payment of direct school-based health-related services and administrative costs.

III. General Provisions.

- A. This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.
- B. This MOU will be effective on July 1, 2011, and may be terminated by either party providing sixty (60) days written notice to the other of its intent to terminate.
- C. In the event changes in either state or federal statutory or regulatory law would render performance hereunder illegal, void, impracticable, or impossible, this MOU shall terminate immediately. If such changes in law render only a portion of this MOU illegal, void, impracticable, or impossible, then only such portions shall terminate immediately, and the parties shall continue to carry out the remaining portions of this MOU unless the parties mutually agree otherwise or one party exercises the termination provision in III.B above.
- D. In the event of labor disputes by either party with its employees, including but not limited to employee strikes, walkouts and lockouts, the parties expressly agree that under any of these circumstances the other party will be excused from all delays attributable to such dispute in fulfilling the terms of this MOU.
- E. Each party to this MOU will safeguard and keep confidential the information received from the other party and use it only for purposes connected with the administration of their respective programs and responsibilities as described in this MOU. Each party to this MOU requires its employees to safeguard confidential information in accord with 42 U.S.C. §1396a (a) (7) and 62 P.S. §404 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, and its implementing regulations found at 34 C.F.R. §99.1 et seq., Pennsylvania's Act No. 1990-212, 11 P.S. §875-305(d).

- F. The Secretary of the DPW and the Secretary of the PDE shall provide to each other, upon signing of this MOU and as needed thereafter, a letter designating the agency liaison(s) or contact person(s) for implementation of this agreement, identifying such person by name, title, address, and telephone number.
- G. In the event of changes in state or federal law which necessitate changes to this MOU, the parties shall collaborate to change this MOU to assure compliance by the parties with state and federal requirements and to assure to the maximum extent possible that eligible persons receive services in compliance with such requirements.
- H. Both Departments will communicate with each other to resolve any problems that may arise in fulfilling the terms of this MOU.
- I. This MOU may be amended from time to time by mutual consent of the parties. Such amendments shall be reduced to writing, duly signed by the department Secretaries and General Counsel, and attached hereto as addenda.
- J. Any dispute arising hereunder shall be submitted to the Office of General Counsel for final resolution.

IV. Program Responsibilities.

A. PDE

1. Facilitate the provision of school-based health-related services to children in schools in Pennsylvania and children served through the early intervention program.
2. Require participating LEAs to enroll with DPW as providers of school-based health-related services under Pennsylvania's MA Program.
3. Require LEAs to secure consent from the student's parents or legal guardians prior to submitting claims for MA payment.
4. Provide technical assistance to LEAs submitting claims for eligible services. This technical assistance shall include, but shall not be limited to:
 - a. Developing a model MA payment consent form to be used by the LEAs.
 - b. Training LEA staff regarding which services are eligible for MA payment.
 - c. Training LEA staff to prepare claims in the proper manner for submission to and processing by DPW.
 - d. Responding to inquiries from LEAs regarding MA coverage and the payment rates for services provided.

- e. Responding to inquiries regarding state licensing, and other regulatory and credential requirements applicable to LEAs that provide school-based health-related services eligible for MA coverage.

B. DPW

1. Administer the MA Program consistent with state and federal requirements.
2. Coordinate DPW program development, policies and procedures in order to maximize program effectiveness and to prevent program duplication and gaps in services.
3. Assist PDE in carrying out all of its responsibilities under this MOU.

C. PDE/DPW Mutual Responsibilities

1. Collaborate in policy and program development. Each agency shall inform the other of policy and program decisions in progress affecting school-based health-related services for children related to this MOU, and shall consider any comments submitted by the other agency before making a final decision. Each agency shall provide to the other advance copies of regulations and policy memoranda regarding school-based health-related services for children.
2. Establish the form and manner in which MA claims are submitted.
3. Implement this MOU in compliance with state and federal laws and their accompanying regulations.
4. Ensure that all quality assurance processes comply with all applicable statutes, regulations and policies concerning the maintenance and confidentiality of records and the prevention of Medicaid fraud and abuse.
5. Notify each other of any changes affecting the eligibility of LEAs, or the school-based health-related services they provide, for MA payment.

V. Fiscal Responsibilities.

A. PDE

1. Assure that all claims (school-based health-related services) for MA payment are submitted to DPW in the form and manner jointly agreed upon by DPW and PDE.
2. Assure that state matching funds have been used to provide the school-based health-related services for which claims are submitted.

3. Assure that payments for school-based health-related services under this MOU are used to provide services for unserved or under-served students with handicaps and students suspected of having handicapping conditions.
4. Provide assistance to LEAs in the submission of claims to receive FFP for administrative activities.
5. Be responsible for FFP sanctions/disallowances that accrue as a result of PDE's failure to carry out the provisions of this MOU.
6. Ensure that documentation to support claiming of FFP will be maintained in accordance with Title XIX requirements. If an audit by an authorized federal or state audit agency is in process at the end of the Title XIX record retention period, PDE will ensure records are maintained until such time as the audit is complete and any findings are resolved.
7. Ensure that participating LEAs submit a signed *LEA Agreement to Participate in the School-Based Access Program Direct Billing Program* and *LEA Agreement to Participate in the School-Based Access Program Administrative Claims*. Copies of these form agreements are attached to this MOU as Attachments 1 and 2 respectively.
8. The procedures for reimbursement for administrative costs are contained in section VII of this MOU.

B. DPW

1. Maintain the MA state plan and assure that no amendments are made to the plan which will render LEAs ineligible to submit claims for MA payment.
2. Verify the student was eligible for MA at the time the service was provided, prior to paying a claim for a school-based health-related service.
3. Process all claims which are submitted in the formal manner which PDE and DPW have jointly established.
4. Make all payments for school-based health-related services to PDE.
5. Provide the PDE Comptroller and the Director of the Bureau of Special Education with a detailed summary of each payment for school-based health-related services identifying the LEAs and their respective payment amounts and provider numbers.
6. Furnish to PDE statistical and other information as requested or appropriate within the capabilities of the claims processing and management information system, PROMIS^e™.

7. Review and process all appropriate claims submitted by or on behalf of LEAs for payment of approved costs, less costs incurred to perform, summarize, and bill for the time study claim for administrative activities.
8. Disburse payment for administrative costs incurred by the LEAs in the performance of planning, coordinating, and delivery of school-based health-related services under Title XIX as follows:
 - a. DPW will reimburse the LEAs submitting the claim at 25 percent of the documented and approved cost.
 - b. Annually, DPW will disburse to PDE the greater of 0.5% percent of the total eligible claims submitted or \$350,000 to defray expenditures incurred by PDE for the implementation and administration of the program. PDE staff will invoice DPW for these disbursements. DPW will transfer \$175,000 on or before December 31 and \$175,000 on or before May 31 of each fiscal year. Any FFP received in excess of \$350,000 will be transferred by DPW to PDE no later than 30 days after the LEA's April-May-June quarterly payment.
9. Ensure payment to participating and eligible LEAs for 25% of contractor costs associated with school-based health-related services billings.
10. The procedures for reimbursement for administrative costs are contained in VII of this MOU.

C. PDE/DPW Mutual Responsibilities.

1. Collaborate on facilitating eligibility of PDE and LEAs to receive federal funding for administrative activities.
2. Collaborate on distribution of informational and training materials on claiming school-based health-related services and administrative activities.

VI. Education.

A. PDE/DPW

1. Work collaboratively to develop and distribute revised provider handbooks describing billing procedures and program requirements for school-based health related services and administrative claiming activities.

VII. Claiming and payment procedures for administrative costs

The following are procedures to be followed for processing administrative claims and payments for Medicaid costs associated with the MOU between PDE and DPW.

A. Claiming Federal Financial Participation (FFP) for designated contractor's costs

1. In order for DPW to claim FFP, PDE staff will document the designated contractor's costs for planning and coordinating the administration of the school-based health services program under Title XIX.
2. Quarterly, PDE staff will forward the documented costs to DPW, Office of Budget, Bureau of Financial Reporting. DPW will approve and forward documented costs to Comptroller Operations.

B. Claiming FFP for Local Education Agency (LEA) administrative costs

1. The designated contractor will coordinate and summarize the claim documentation from the LEA Staff Time Study using DPW/PDE approved activity codes.
2. The designated contractor will provide PDE and DPW administrative staff with the claim documentation for the administrative costs.
3. Quarterly, PDE administrative staff will review the claim documentation for reasonableness and approval.
4. Comptroller Operations staff will maintain the costs of program on the SAP Accounting System.

C. Payment of Allowable Claim

1. Payment documentation must be accompanied by a General Invoice containing the information including, but not limited to:
 - a. Reference to the MOU and inclusion of the MOU number on the invoice.
 - b. The signature of a responsible person certifying its correctness.
 - c. The documented total billable amount to be paid.
 - d. An attachment containing the individual LEA information required for payment which meets the following general requirements:
 - i. Claims will be submitted electronically.
 - ii. Each batch must contain at a minimum the following information for each LEA:
 - Name of the LEA
 - Full mailing address
 - Vendor number
 - Amount of payment to LEA
 - Period of service
 - Total LEA payments per batch
2. PDE staff will prepare a General Invoice for the amount of the contractor costs identified in A.1 above and forward to DPW, Office of Budget, Bureau

of Financial Reporting. DPW will review, approve and forward invoice to Comptroller Operations for cost allocation to PDE.

3. The designated contractor will submit an electronic file for LEA claims identified in B.1 above. PDE staff will review for reasonableness and accuracy. Comptroller Operations staff will process the claims for transmission to the Treasury Department, which will send out checks covering the approved costs.
4. Comptroller Operations and PDE staff reserve the right to automate any of the above procedures without affecting the payment process.

DEPARTMENT OF EDUCATION

Amy C. Morton
Secretary Department of Education

M. Patricia Fullert
Office of Chief Counsel
Department of Education

DEPARTMENT OF PUBLIC WELFARE

[Signature]
Secretary Department of Public Welfare

Matthew J. [Signature] 7/28/11
Office of Chief Counsel
Department of Public Welfare

OFFICE OF GENERAL COUNSEL

[Signature]

COMPTROLLER

Rita K Shaffer 8-16-11

I hereby certify that funds in the following amounts are available under the corresponding appropriation symbols:

<u>Account Code</u>	<u>Amount</u>
<u>Account Code</u>	<u>Amount</u>
<u>Account Code</u>	<u>Amount</u>

Programmer (Comptroller)

Unable to certify since there is no funds commitment or coding provided.
R Shaffer