Intra-agency Agreement between the Division of Health Care Finance and the Division of Public Health of the Kansas Department of Health and Environment for Implementing the Provision of Health Care to Persons Eligible for Services Under Titles V, XIX, and XXI of the Social Security Act
Contract #KDHE2017-079

1. Parties to Agreement

1.1. The Kansas Department of Health and Environment (KDHE) is comprised of three Divisions: Division of Health Care Finance (DHCF), Division of Public Health (DOPH), and Division of Environment (DOE).

1.2. KDHE Division of Health Care Finance, Medicaid [DHCF],

1.2.1. DHCF is the division of the KDHE designated through K.S.A. 75-7401 et seq. to supervise and administer Kansas' Medicaid Program. As the authority to supervise and administer the Medicaid program, DHCF is responsible for the operational and purchasing responsibilities for the regular medical portion of the state Medicaid program and is responsible to ensure that all funds expended under the Medicaid program are spent appropriately and in accordance with federal and state law. Except to the extent provided by K.S.A. 75-7401 et seq., DHCF is not responsible for health care planning, administration, purchasing and data with respect to the program set out in K.S.A. 75-5945.

1.3. KDHE Division of Public Health [DOPH].

1.3.1. DOPH is the division of the KDHE established pursuant to K.S.A. 75-5603 and under the Secretary of KDHE's authority, and has general supervision of the health of the people of the State of Kansas. The Title V Maternal and Child Health (MCH) Services Block Grant, administered by the KDHE Bureau of Family Health (BFH).

The Parties agree to the following terms and conditions.

2. Purpose of Agreement

The purpose of this Agreement (#KDHE2017-079) is to set forth the duties of DOPH and DHCF with regard to the provision services to Kansans served by both parties. The Agreement defines the following:

2.1. Responsibilities of DHCF and DOPH duties with respect to providing health care to persons eligible for health care services under Titles V, XIX, and XXI of the Social Security Act;

2.2. Ability to use Title V, XIX, and XXI funds for allowable administrative costs incurred;

2.3. Responsibilities of the divisions for sharing funding under Titles V, XIX, and XXI for administrative activities and program services provided to eligible persons received services;

2.4. Roles and responsibilities of each division for payment of services to Medicaid enrollees the programs under DOPH;

2.5. Roles and responsibilities of each division regarding policy development and management as well as administration and implementation of the policy at the state and federal levels; and

2.6. Guidelines for data sharing between divisions.

3. General Collaboration and Partnership

3.1. DOPH and DHCF will:

3.1.1. Designate program liaisons to foster cooperative working relationships among DOPH and DHCF, including Managed Care Organization (MCO) contactors, and confer as needed to assure effective delivery of services associated with those outlined in this Agreement.

1
3.1.2. Participate in cooperative program planning and monitoring of MCH services and activities covered by Title XIX and Title V.

3.1.3. Communicate between Divisions and coordinate services for dually eligible consumers.

3.1.4. Provide service and program materials for distribution to dually-eligible consumers.

3.1.5. Provide information upon request by the other Division and support staff and sub-contracted partners in the appropriate knowledge of shared goals, aligned services, and available supports for consumers.

3.1.6. Coordinate appropriate enrollment, certification, or qualifications for providers of services associated with those outlined in this Agreement.


4.1.1. DOPH will:

4.1.1.1. Submit a written request to DHCF outlining the Medicaid data needed for analysis from the eligibility and claims files. The request will specify a covered time frame and any applicable DRG, ICD10, diagnosis, and procedure codes on any claim form.

4.1.1.2. Match vital records with Medicaid/CHIP administrative/claims data for reporting the Core and Title V measures and a number of additional purposes, including monitoring additional outcome variables, calculating the fraction of births in a state paid by Medicaid/CHIP, and obtaining data on maternal risk factors.

4.1.1.3. Develop recommendations for advanced analysis and research using the matched data set. The recommended research will assist the HCF in tracking changes in the Medicaid program and evaluating their impact on birth outcomes in the Medicaid population.

4.1.1.4. Evaluate birth outcomes for medical assistance recipients using data available through the Medicaid claims data and vital records.

4.1.1.5. Prepare an annual report providing an analysis of the files and summary of birth outcomes.

4.1.1.6. Post the annual report on the KDHE website.

4.1.1.7. Submit a written request to the HCF outlining additional Medicaid data and formats needed for advanced analysis and research.

4.1.1.8. Share matched data with any academic or external requester only with express DHCF written approval.

4.1.1.9. Provide analytical statistics for geographic areas with populations exceeding 20,000.

4.1.1.10. Comply with all CMS confidentiality requirements.

4.1.2. DHCF will:

4.1.2.1. Provide the data from the Medicaid eligibility files, paid claims files (institutional and professional), and encounter data within a mutually agreed timeline of receipt of the written request from DOPH.

4.1.2.2. Review statistics of any reports.

4.1.2.3. Consult as needed on DRG, ICD10 CPT, or HCPCS codes to
5. Programs

5.1. As the single state Medicaid agency, DHCF will review and approve any contracts, grants or proposals that involve the use of Medicaid funds to determine whether they qualify for Federal Financial Participation (FFP).

5.2. Special Health Care Needs (SHCN) Program Collaboration

5.2.1. DOPH and DHCF will:

5.2.1.1. Coordinate to assure monthly sharing of data on consumers dually-enrolled in Medicaid and the SHCN program, including demographic and case management information. Since both parties have data protection and security requirements, each will follow their applicable data protection and security requirements, including HIPAA, Privacy Act, and correlative federal regulations and state statutes, as part of the sharing of information.

5.2.1.2. Establish effective care coordination practices, including shared responsibility of dually-enrolled consumers.

5.2.1.3. Establish a reciprocal referral process and guidance for case managers and care coordinators across Divisions to support collaborative care coordination efforts.

5.2.1.3.1. DHCF will oversee the Managed Care Organizations provision of care coordination services for consumers identified as special health care needs, based upon the monthly SHCN client list and/or MCO contractor case management assessment.

5.2.1.3.2. DOPH will be responsible for coordinating care and services with the MCO for consumers who are not assigned Medicaid case manager.

5.2.1.4. Coordinate across Divisions, to assure appropriate oversight, qualification, and payment of services for pediatric wheelchair management and seating clinics.

5.2.2. DOPH will:

5.2.2.1. Share with DHCF, including MCO contracted case managers, the SHCN family-centered action plan, addressing needs and services authorized.

5.2.2.2. Make appropriate referrals to support continued coverage of services from Medicaid.

5.2.2.3. Provide care coordination to assist dually-enrolled participants to receive KBH follow-up appointments and referral for EPSDT services, if applicable.

5.2.2.4. Provide consumers and families with information and assistance, upon request, relative to appeals when a referral or service is denied by Medicaid.

5.2.2.5. Host an annual meeting among DOPH, DHCF, and MCO contractors, to collaborate on system improvements for dually-enrolled consumers.

5.2.3. DHCF will:
5.2.3.1. Encourage MCO contractors to share care plans with SHCN Program staff to support effective cross-system coordination and maintain partnership with SHCN care coordinators to support effective and quality care provision for dually-enrolled clients and reduce duplication of effort or services.

5.2.3.2. Promote referral of Medicaid applicants, ages 0-21, who may be eligible for SHCN services, including the referral in the event of a lapse in Medicaid coverage.

5.2.3.3. Provide SHCN staff limited access to the appropriate Kansas Medicaid systems that supports accurately and timely eligibility determination of applicants to the SHCN program. Information available shall allow for:
   5.2.3.3.1. Verification of current Medicaid coverage status for SHCN applicants, including the effective date of coverage;
   5.2.3.3.2. Identification of the assigned MCO for Medicaid beneficiaries;
   5.2.3.3.3. Confirmation of the beneficiaries most recent Kan-Be-Healthy screenings;
   5.2.3.3.4. Verification of the beneficiary demographic information;
   5.2.3.3.5. Verification of the number of persons in the household and benefits received through social service programs, such as SSI, TANF, SNAP, and other income from state public assistance programs.

5.2.3.4. Provide SHCN staff limited access to the appropriate Kansas Medicaid systems in order to view current Medicaid maximum allowable rates for services and procedures and align the SHCN reimbursement fee scheduled with Kansas Medicaid.

5.2.3.5. Provide designated contact information for each MCO contractor who will be available to answer questions regarding Medicaid services for dually-enrolled clients.

6. Payment

6.1. The Divisions agree that in the event DHCF and DOPH have paid for the same services, DOPH will be the payor of last resort as specified by federal law and regulation.

6.2. DHCF will transfer the federal share of allowable administrative costs expended by DOPH.

6.3. DOPH will maintain records of all administrative costs to document the costs with the administrative services provided.

6.4. In accordance with 42 C.F.R. Sec. 447.15, providers must accept Medicaid payment as payment in full. DOPH will reimburse DHCF for all payments advanced for Medicaid-reimbursable expenditures made by DHCF on behalf of DOPH.

6.5. DHCF and DOPH will maintain payment information for audit purposes and cooperate with Centers for Medicare and Medicaid (CMS) staff to provide payment information when requested by CMS.

7. Audit

7.1. DOPH and DHCF will maintain all records for the purpose of compliance with all reporting and auditing requirements for Title V, XIX, and XXI programs.
7.2. DOPH and DHCF will cooperate and participate in all state and federal audits and maintain all records for any audits.

7.3. Records of all Title V, XIX, and XXI programs will be maintained for a minimum period of six years.

ACKNOWLEDGED AND AGREED UPON as of the date of the latest signature shown below.

DIVISION OF HEALTH CARE FINANCE

By: [Signature]
Name and Title: Mike Randol, Director
Date:

DIVISION OF PUBLIC HEALTH

By: [Signature] Rachel Sisson
Name and Title: Rachel Sisson, Title V Director & Bureau Director, Bureau of Family Health
Date: 9-23-2016

OFFICE OF THE SECRETARY

By: [Signature] Susan Mosier
Name and Title: Susan Mosier, Secretary & State Health Officer
Date: 10-27-16
TITLE 42--PUBLIC HEALTH

CHAPTER IV--CENTERS FOR MEDICARE & MEDICAID SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES--(Continued)

PART 431--STATE ORGANIZATION AND GENERAL ADMINISTRATION--Table of Contents

Subpart M--Relations With Other Agencies

Sec. 431.615 Relations with State health and vocational rehabilitation agencies and title V grantees.

(a) Basis and purpose. This section implements section 1902(a)(11) and (22)(C) of the Act, by setting forth State plan requirements for arrangements and agreements between the Medicaid agency and--

(1) State health agencies;
(2) State vocational rehabilitation agencies; and
(3) Grantees under title V of the Act, Maternal and Child Health and Crippled Children's Services.

(b) Definitions. For purposes of this section--

[[Page 45]]

"Title V grantee" means the agency, institution, or organization receiving Federal payments for part or all of the cost of any service program or project authorized by title V of the Act, including--

(1) Maternal and child health services;
(2) Crippled children's services;
(3) Maternal and infant care projects;
(4) Children and youth projects; and
(5) Projects for the dental health of children.

(c) State plan requirements. A state plan must--

(1) Describe cooperative arrangements with the State agencies that administer, or supervise the administration of, health services and vocational rehabilitation services designed to make maximum use of these services;
(2) Provide for arrangements with title V grantees, under which the Medicaid agency will utilize the grantee to furnish services that are included in the State plan;
(3) Provide that all arrangements under this section meet the requirements of paragraph (d) of this section; and
(4) Provide, if requested by the title V grantee in accordance with the arrangements made under this section, that the Medicaid agency reimburse the grantee or the provider for the cost of services furnished recipients by or through the grantee.

(d) Content of arrangements. The arrangements referred to in paragraph (c) must specify, as appropriate--

(1) The mutual objectives and responsibilities or each party to the arrangement;
(2) The services each party offers and in what circumstances;
(3) The cooperative and collaborative relationships at the State
level;
(4) The kinds of services to be provided by local agencies; and
(5) Methods for--
   (i) Early identification of individuals under 21 in need of medical
or remedial services;
   (ii) Reciprocal referrals;
   (iii) Coordinating plans for health services provided or arranged
for recipients;
   (iv) Payment or reimbursement;
   (v) Exchange of reports of services furnished to recipients;
   (vi) Periodic review and joint planning for changes in the
agreements;
   (vii) Continuous liaison between the parties, including designation
of State and local liaison staff; and
   (viii) Joint evaluation of policies that affect the cooperative work
of the parties.
(e) Federal financial participation. FFP is available in
expenditures for Medicaid services provided to recipients through an
arrangement under this section.
Ms. Rachel Sissons  
Director  
Bureau of Family Health  
1000 SW Jackson Street, Suite 220  
Topeka, Kansas 66612

Mr. Michael G. Smith  
Associate Chief Counsel  
Division of Health Care Finance  
Kansas Department of Health and Environment  
1000 SW Jackson, Suite 560  
Topeka, Kansas 66612

Dear Ms. Sissons and Mr. Smith:

Thank you for your inquiry. The Maternal and Child Health Bureau supports and strongly encourages the inclusion of data sharing in the interagency agreements (IAAs)/memoranda of understanding (MOUs) that are developed between a State Title V program and the Medicaid agency. In this era of data-driven performance assessment, such data sharing works to the benefit of both programs as they strive to demonstrate effectiveness and impact. A recent review of the State Title V-Medicaid IAAs/MOUs showed that data sharing was a frequently identified area for coordinated activity in the two programs. As you know, legislative statute mandates that both Title V and Title XIX partner to coordinate services for the populations they serve. Part of this coordination should include terms for data sharing.

Title V’s access to Medicaid data is specifically allowed pursuant to the CFR under purpose (c) "providing services to beneficiaries," defining the restriction of Medicaid information except for certain "Purposes" referenced in 42CFR431.300.

If you should have any questions regarding this letter of support, please contact Region VII Title V Project Officer Christopher Dykton at cdykton@hsa.gov or 301-443-9534.

Sincerely,

Michael C. Lu, M.D. M.P.H.  
Associate Administrator
Department of Health & Environment

CONTRACT / GRANT CONCURRENCE FORM

The following document is being routed for review and signatures:

*Document Subject: KDHE DOPH-DHCF intra-agency Agreement
*Document Type: Contract  Grant  ✔ MOU  Other
*Amount: 0.00

VENDOR INFORMATION:
*Vendor Name: KDHE - DOPH & DHCF
*DUNS & Bradstreet #: (DUNS)

FUNDING INFORMATION:

Program/Unit Program/Account Project ID

DIGITAL SIGNATURES:

Martha Cooper, J.D.
Digitally signed by: mcooper
Reason: Approved Legal Services
Date: 9/29/2016 4:35:35 PM

Christina Ray
Digitally signed by: CRay
Reason: Approved Fiscal Analyst
Date: 9/30/2016 7:16:18 AM

Rachel Sisson
Digitally signed by: risson
Reason: Approved Bureau Director
Date: 9/30/2016 10:03:24 AM

Ashley Goss
Digitally signed by: agoss
Reason: Approved Bureau Director
Date: 10/5/2016 9:23:11 AM

Kelly Chilson
Digitally signed by: kchilson
Reason: Approved Director of Purchasing
Date: 10/7/2016 12:51:13 PM

Mr. Aaron Dunkel
Digitally signed by: adunkel
Reason: Approved Chief Financial Officer
Date: 10/17/2016 3:58:46 PM

RECEIVED
OCT 27 2015
CINDI WELBORN

RECEIVED
OCT 18 2016
Office of the Secretary

IAA required by both Title V and Title XIX. Authority below/attached.

Title XIX: 42 CFR 431.615
(Title V agency referenced)