The Missouri Department of Health and Senior Services (DHSS) and the Missouri Department of Social Services (DSS) have multiple agreements to facilitate the exchange of information between DHSS to DSS to ensure effective and efficient service to all Missourians. A workgroup was recently formed in the Division of Community and Public Health to review the existing agreements between DHSS and DSS and develop an overarching Memorandum of Agreement (MOA) that will serve as the principle coordination agreement to facilitate the exchange of information and define the relationship between the two agencies. A draft of the agreement has been completed, and the next steps for the workgroup will be the identification, review, and updating of existing MOA’s that define data sharing protocols specific to programs or data sharing initiatives. Currently, the Medicaid Interagency Agreements between DHSS and DSS do not present any challenges for processes and operations, and the MOU’s as listed below are currently on file. This same documentation was submitted with the FFY18 application.
COOPERATIVE AGREEMENT
BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES
Division of Medical Services

and

THE DEPARTMENT OF HEALTH
Division of Maternal Child and Family Health
Bureau of Special Health Care Needs
Head Injury Program

STATEMENT OF PURPOSE

The Missouri Departments of Social Services (DSS) and the Department of Health (DOH), in order to provide the most efficient, effective administration of Head Injury Services, hereby agree to the conditions included in this Cooperative Agreement for the provision of Head Injury Administration by the Bureau of Special Health Care Needs (BSHCN). This administration has been determined to be an effective method of coordinating services and improving care associated with providing identified services within the scope of the Title XIX State Plan which are Medicaid coverable services.

The Department of Social Services, Division of Medical Services, (DSS/DMS) recognizes the unique relationship that the BSHCN, Head Injury Program has with the medical community, and its expertise in case management, care plan development, service coordination, case planning, service identification and monitoring. DSS/DMS, in order to take advantage of this expertise and relationship, enters into this cooperative agreement with DOH for Head Injury Administration and technical assistance within the limits of this agreement.

The Department of Social Services and the Department of Health enter into this cooperative agreement with full recognition of all other existing agreements between these respective Departments which are currently included in the Title XIX State Plan.
DEFINITIONS
For the purposes of this agreement, the parties agree that the following definitions shall apply:

A. Department of Social Services (DSS): The Missouri State Department of Social Services, which is the designated single state agency for the administration of the Medicaid program.

B. Department of Health (DOH): The Missouri Department of Health.

C. Department of Health (DOH) Contract Staff: Qualified Head Injury Program service coordinators contracted and monitored by DOH/BSHCN to assess the need for and make referrals to Medicaid state plan covered services.

D. Division of Medical Services (DMS): The division within the Department of Social Services which administers Medicaid program operations in Missouri.

E. Head Injury or Traumatic Head Injury: The client must have had a traumatic brain injury or head injury, defined as "sudden insult or damage to the brain or its coverings, not of a degenerative nature. Such insult or damage may produce an altered state of consciousness and may result in a decrease of one (1) or more of the following: mental, cognitive, behavior or physical functioning resulting in partial or total disability." Cerebral vascular accidents, aneurysm, anoxia, and congenital deficits are specifically excluded from this definition (Section 192.735 RSMo).


G. Division of Family Services (DFS): The division within the Department of Social Services with responsibility for determining a person's eligibility for Title XIX (Medicaid).

H. Title XIX (Medicaid): A health care program under the Social Security Act. Medicaid is administered by the Department of Social Services, Division of Medical Services. Eligibility for Medicaid is determined by the Department of Social Services, Division of Family Services.

I. Indirect Rate: The rate(s) approved by the federal Department of Health and Human Services, Division of Cost Allocation.

K. Directly Supporting Staff: As defined in 42 Code of Federal Regulations 432.2.

MUTUAL OBJECTIVES AND RESPECTIVE RESPONSIBILITIES

1. Assure early and appropriate response to a referral so that diagnosis, assessment and treatment/intervention occur within the time lines established by DOH policy and procedure.

2. Assure that services are of sufficient amount, duration and scope to responsibly achieve the stated purpose of the cooperative agreement between DSS/DMS and DOH.

3. Establish a health care home for those Medicaid eligible individuals receiving Head Injury service coordination activities. A health care home is generally identified as a primary care provider who manages a coordinated comprehensive continuous health care program to address the individual’s health care needs.

RESPECTIVE RESPONSIBILITIES

Department of Social Services agrees to:

1. Reimburse DOH the Title XIX federal share of actual and reasonable costs for Head Injury Administration activities provided by DOH staff and contractors based upon a time accounting system; expense and equipment costs necessary to collect data, disseminate information, and carry out the DOH functions outlined in this agreement.

2. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel (SPMP) and their supporting staff, will be reimbursed at 75% as defined in 42 CFR 433.15, 432.2, and 432.50. The rate of reimbursement for eligible administrative costs will be 50%, if claimed, in accordance with the provisions of 42 CFR 433.15 (7). Changes in federal regulations affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

3. Reimburse DOH the Title XIX federal share of actual and reasonable costs for data research services provided by staff based upon a time-accounting system; expense and equipment costs, necessary administrative (including Central Processing Unit (CPU) costs) to collect data, disseminate information, and carry out the staff functions outlined in the Mutual Objectives And Respective Responsibilities section of this agreement. The rate of reimbursement for eligible administrative costs will be 50%. Changes in or interpretation

TN No: 01-50
Supersedes TN No: 96-38
Page 3

Approval Date: Nov 21, 2001
Effective Date: 07/01/2001
of federal regulation 42 CFR 432.50 affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

4. Reimburse DOH the Title XIX federal share of actual and reasonable costs incurred by Electronic Data Processing for the provision of data necessary for the coordination, identification and effective case planning for the head injury target population.

5. Provide DOH access to the information necessary to properly provide Head Injury Service Administration.

6. Meet and consult on a regular basis, at least quarterly, with DOH on issues related to this agreement.

Department of Health agrees to:

1. DOH must maintain direct employment of those staff necessary to provide the programmatic and operational oversight, management and monitoring activities associated with the Head Injury Program. At a minimum DOH agrees to employ two direct support administrative staff and other professional staff contingent on appropriation authority for the oversight of contracted staff. DOH may contract for delivery of the Service Coordination services needed to assist with the Head Injury Program.

DOH shall also provide staff necessary for clerical, supervisory and/or research and evaluation duties necessary to fulfill the terms and conditions of this agreement.

2. DOH must assure that contracted service coordination staff furnish service coordination for the medical services available through the Missouri Medicaid program, other medical programs administered by the Department of Health, and other community resources which provide medical services to head injured individuals. Qualifications and Scope of Work for head injury service coordination staff are included in the DOH Program Services Contract (DH-70).

3. Provide linkage of data systems for coordination identification and effective case planning for the head injury target population. The goal of this linkage is to monitor utilization, access, evaluation and program integrity.

4. Provide Head Injury Administration to assess the necessity for and adequacy of medical care and services provided, and act as liaison with multiple disciplines on the medical aspects of the DOH Head Injury Program. Claimable activities under this agreement include:

TN No: 01-30
Supersedes TN No: 96-38

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Approval Date: NOV 27 2001
Effective Date: 07/01/2001
A. OUTREACH: Will assist in identifying possible Medicaid eligibles and referring them to the Division of Family Services for eligibility determination.

B. SERVICE COORDINATION: Assistance will be provided to the clients/families through the following activities:

   1. Establishing a health care home, referral to Medicaid covered services, making appointments for appropriate primary care and appropriate Medicaid services;

   2. Developing a Head Injury Program Service Plan to identify the kind, amount, intensity, and duration of services needed in order to return the individual to functional independence;

   3. Identifying and linking clients with individual care givers and providers for evaluations and treatment services as identified in the Program Service Plan.

C. PROGRAM SERVICE CASE PLANNING: This activity includes the development of interdisciplinary/multidisciplinary teams and plans for coordinating rehabilitation services identified in the Program Service Plan.

D. SERVICE MONITORING: This activity includes reviewing the Program Service Plan, ensuring the plan relates to services the individual is receiving and documents the client's progress at the time of the Program Service Plan Review. The activity also includes DOH staff monitoring of contracted staff's performance of Scope of Work outlined in the Program Services Contract (DH-70).
E. CASE CLOSURE, REFERRAL, AND REALIGNMENT OF SERVICE PLAN: These services include the following assurances:

1. The DOH designated staff will act as a liaison in the process for case closure, referral, and realignment of services, or any policy or procedures affecting the individual's right to services.

2. Provide transition to related agencies upon closure from the Head Injury program.

3. That the participant will be maintained by a primary health care provider who will aid the family/participant in accessing services.

4. Account for the activities of the DOH staff and contractual service coordination staff providing services under this agreement in accordance with the provisions of OMB circular A87 and 45 CFR part 74 and 95.

5. Provide as requested by the State Medicaid Agency the information necessary to request Federal funds available under the State Medicaid match rate. Submit detailed billings and use Standard Form 269 in addition to the billings for the necessary certification by the Director of the Department of Health.

6. Return to DSS any federal funds which are deferred and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of DOH.

7. DOH staff and contract service coordination staff maintain the confidentiality of client records and eligibility information received from DSS and use that information only for administrative, technical assistance, and coordination authorized under this agreement.

8. DOH will seek General Revenue appropriations to provide the state match for the federal matching share for those Head Injury administrative services provided under the cooperative agreement.

9. Meet and consult on a regular basis, at least quarterly, with DSS on issues arising out of this agreement.

10. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid Plan to issue policies, rules and regulations on program matters.
PROGRAM DESCRIPTION

Head Injury Administration are activities for the efficient operation of the state plan. These activities are in the nature of aiding the head injured individual gain eligibility, access services, and follow-up on referrals to additional medical providers. This includes establishing a health care home, developing a service plan, following through on the treatment plan and aiding the family/participant in becoming able to meet the participants needs in such a way that they are able to function at an optimal level with less intervention.

Head Injury Administration is committed to the person centered philosophy and consumer choice for the least restrictive method of treatment for participants and will maintain this as a priority.

PROGRAM EVALUATION PLAN

A task force consisting of the Directors of the respective departments or their designees and an equal number of other persons from their respective divisions chosen by the Directors shall meet at least quarterly for the purpose of program development, review, and evaluation to discuss problems and to develop recommendations to improve programs for better and expanded services to eligible individuals. These activities shall include consideration of:

1. The evaluation of policies, duties and responsibilities of each agency.

2. Arrangements for periodic review of the agreements and for joint planning for changes in the agreements.

3. Arrangements for continuous liaison between the divisions and departments and designated staff responsibility for liaison activities at both the state and local levels.
TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from July 1, 2001. This agreement may be cancelled at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party, provided, however that reimbursement shall be made for the period when the contract is in effect.

Maureen E. Dempsey, MD
Director, Department of Health
8/15/01
Date

Dana Katherine Martin
Director, Department of Social Services
Sept. 27, 2001
Date
COOPERATIVE AGREEMENT BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES, Division of Medical Services
and
THE DEPARTMENT OF HEALTH, Division of Maternal, Child and Family Health,
Bureau of Family Health

ADMINISTRATIVE CASE MANAGEMENT
HEALTHY CHILDREN AND YOUTH PROGRAM (HCY)

STATEMENT OF PURPOSE

The Missouri Departments of Social Services (DSS) and Health (DOH), in order to provide the most efficient, effective administration of Title XIX, Early Periodic Screening, Diagnosis, and Treatment (EPSDT) aka in the state as Healthy Children and Youth (HCY), hereby agree to the conditions included in this Cooperative Agreement. The provision of HCY (EPSDT) Administration by the Bureau of Special Health Care Needs has been determined to be an effective method of coordinating services and improving care associated with providing identified services beyond the scope of the state plan which are medically necessary and Medicaid coverable services.

The Department of Social Services, Division of Medical Services recognizes the unique relationship that the Bureau of Special Health Care Needs has with the medical community, and its expertise in case management, care plan development, service coordination, case planning, service identification, and monitoring. DSS, in order to take advantage of this expertise and relationship, enters into this cooperative agreement with DOH for HCY (EPSDT) administration including Prior Authorization of services and technical assistance within the limits of this agreement.

The Department of Social Services, Division of Medical Services recognizes the Bureau of Special Health Care Needs as the most suitable agency to administer service coordination functions through HCY (EPSDT) administration for those children in need of Medicaid medically necessary services.

The Department of Social Services and the Department of Health enter into this Cooperative Agreement with full recognition of all other existing agreements between these respective Departments which are currently included in the Title XIX State Plan.

State Plan TN# 97-19
Supersedes TN# 93-7

Effective Date 7/1/97
Approved Date Oct 17 1997
MUTUAL OBJECTIVES AND RESPECTIVE RESPONSIBILITIES

OBJECTIVES:

1. Assure early and appropriate intervention and screening so that diagnosis and treatment occur in a timely manner.

2. Assure that services are of sufficient amount, duration, and scope to responsibly achieve the stated purpose.

3. Establish a medical care home as defined in Section 9 of the General Chapters of the Medical Provider Manual, for those Medicaid eligible children receiving HCY (EPSDT) service coordination activities.

4. Assure services are provided by appropriate Medicaid enrolled providers for the correction or amelioration of conditions identified through an HCY (EPSDT) screen. The services authorized will be determined by the medical necessity of the service and limitations of the HCY (EPSDT) program as defined by the Medicaid Manual. No service may be prior authorized that has been determined to be unsafe, ineffective or experimental.

5. Assure that all children requiring technical and/or nursing services are provided service coordination.

6. Assure that service coordination is available for all clients requiring service coordination as a result of substance abuse.

II

RESPECTIVE RESPONSIBILITIES

DSS agrees to:

1. Reimburse DOH the Title XIX federal share of actual and reasonable costs for HCY (EPSDT) Administration provided by staff based upon a time-accounting system which is in accordance with the revisions of OMB circular A87 and 45 CFR part 74 and 95; expense and equipment costs necessary to collect data, disseminate information, and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel and their supporting staff (compensation, travel, and training), will be reimbursed at 75% when the criteria of 42 CFR 432.30 are met. Changes in federal regulations affecting the matching percentage, and/or cost eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations. The reimbursement of the federal share shall be provided upon receipt of

State Plan TN# 97-19
Supersedes TN# 93-7

Effective Date 3/1/97
Approved Date OCT 17 1997
quarterly financial statement certified by the Department of Health for eligible claims prepared in accordance with applicable federal regulations.

2. Reimburse DOH the Title XIX federal share of actual and reasonable costs for research services provided by staff based upon a time-accounting system; expense and equipment costs, necessary administrative (including CPU costs) to collect data, disseminate information, and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. Changes in federal regulations affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

3. Reimburse DOH the Title XIX federal share of actual and reasonable costs incurred from EDP for their provision of data necessary for the coordination, identification, and effective case planning for the target population.

4. Provide DOH access to the information necessary to properly provide HCY (EPSDT) Administration and information regarding Medicaid eligibility.

5. Provide to DOH access to the information necessary to properly provide HCY (EPSDT) Administration.

6. Meet and consult on a regular basis, at least quarterly, with DOH on issues related to this agreement.

DOH agrees to

1. Employ all necessary and appropriate Administrative Staff, Nursing Staff, Speech Pathologists, Medical Social Workers, and other professional staff contingent on appropriation authority.

2. Employ administrative staff to provide technical assistance to the Medicaid Case Management providers.

3. Provide linkage of data systems for coordination, identification, and effective case planning for the target population. The goal of this linkage is to monitor utilization, access and evaluation of program integrity.

4. Aid and assist in the development of appropriate screening tools utilized in the HCY screening.

5. Provide HCY (EPSDT) Administration as an agent for the Department of Social Services to assess the necessity for adequacy of medical care, services provided, and act as liaison with multiple disciplines regarding the medical aspects of the program. Activities include:

State Plan TN# 97-19
Supersedes TN# 93-7
Effective Date 3/1/97
Approved Date 4/1/97
A. OUTREACH ACTIVITIES: Will assist in identifying possible Medicaid eligibles and referring them to the Division of Family Services for eligibility determination.

B. SERVICE COORDINATION: Assistance will be provided to the clients/families in establishing a medical care home as defined in Section 9 of the general chapter of the Missouri State Medical Program, and making appointments for:

1) Appropriate primary care and screening services or,
2) Evaluations and treatment services identified as medically necessary and prior authorized, or both;

C. SERVICE (CASE) PLANNING: This activity includes the development of interdisciplinary/multidisciplinary teams and plans for coordinating medical services required for the child;

D. SERVICE IDENTIFICATION: This may take place within the case planning conference. From the evaluations and case plan narrative, and with deference to the wishes of the client/family, the administrative case manager identifies the kind, amount, intensity, and duration of services which are required to meet case plan goals. This activity may also include identifying for the client/family all the potential providers of service and documenting the choices which are made;

E. PRIOR AUTHORIZATION: This includes the prior authorization of medically necessary "Healthy Children and Youth" only services. These services are those which are only covered through the HCY (EPSDT) program including but not limited to, private duty nursing, and personal care (including advanced) service, HCY case management, and home health skilled nurse and aides visits.

F. SERVICE MONITORING: This would include reviewing the service plan and any necessary documentation required to identify the clients progress. Service Monitoring includes assurance of identification, planning, and implementation of the services and service coordination.

G. CASE CLOSURE, REFERRAL, AND REALIGNMENT OF SERVICE PLAN: These services include the assurance that;

1) BSHCN will act as a liaison in the due process for the recipient and his family and
2) that the child will be maintained by a primary health care provider who will aid the family/child in accessing services if further need for evaluation or treatment services are identified.

6. Account for the activities of the staff employed under this agreement in accordance with the provisions of OMB circular A87 and 45 CFR part 74 and 95.

State Plan TN# 97-19
Supersedes TN# 93-7

Effective Date 7/1/97
Approved Date 8/17/97 1997
7. Provide as requested by the State Medicaid Agency the information necessary to request Federal funds available under the State Medicaid match rate. Submit detailed billings and use Standard Form 269 in addition to the billings for the necessary certification by the Executive Officer of the Department of Health.

8. Return to DSS any federal funds which are deferred, and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of DOH.

9. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance, and coordination.

10. DOH will seek General Revenue appropriations to provide the federal matching share for those HCY (EPSDT) services provided to Bureau clients.

11. Meet and consult on a regular basis, at least quarterly, with DSS on issues arising out of this agreement.

12. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid Plan to issue policies, rules and regulations on program matters including the review and approval by the Division of Medical Services of all printed material developed by the Department of Health to fulfill this agreement.

III
PROGRAM DESCRIPTION

HCY (EPSDT) administration are activities for the efficient operation of the state plan. These activities are in the nature of aiding the potential HCY (EPSDT) eligible recipient to gain eligibility, access screening services, follow-up on referrals to additional medical providers, the establishment of a health care home, the development of a service plan, follow through on that treatment plan and aid the family in becoming able to meet their child’s needs in such a way that they are able to function at an optimal level with less intervention.

HCY (EPSDT) administration is committed to the least restrictive method of treatment for children and will maintain this as a priority.
IV
PROGRAM EVALUATION PLAN

A task force consisting of the Directors of the DSS/DOH or their designees and an equal number of other persons from their respective divisions chosen by the Directors shall meet at least quarterly for the purpose of program development, review, and evaluation to discuss problems and to develop recommendations to improve programs for better and expanded services to eligible individuals. These activities shall include consideration of:

1. The evaluation of policies, duties and responsibilities of each agency;

2. Arrangements for periodic review of the agreements and for joint planning for changes in the agreements; and

3. Arrangements for continuous liaison between the Divisions and Departments and designated staff responsibility for liaison activities at both the state and local levels.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from July 1, 1997 and remain in effect until canceled by one or both parties. This agreement may be canceled at any time, upon agreement of both parties or by either party after giving thirty (30) days prior notice in writing to the other party, provided, however that financial arrangement(s) pertaining to this agreement shall remain in effect and reimbursement shall be made for the period when the contract is in full force and effect. This agreement may be modified at any time by the written agreement of both parties.

Maureen E. Dempsey, M.D.
Director Department of Health

Gary J. Stangler
Director Department of Social Services

9/11/97
Date

9/26/97
Date

State Plan TN# 97-19
Supersedes TN# 93-7

Effective Date 3/1/97
Approved Date 10/7 1997
Title 19 -- Department of Health
Division 40 -- Division of Maternal, Child and Family Health
Chapter 61 -- Licensing Rules for Family Day Care Homes

PROPOSED AMENDMENT

19 CSR 40-61.045 (3) (N) Initial Licensing Information. The Division of Maternal, Child and Family Health proposes to amend Subsection (N).

Purpose: This rule is being amended to notify family day care home providers that the granting or renewal of a license may be denied if the department receives notice that the family day care home is otherwise prohibited by law.

(2) (N) The granting or renewal of a license shall be denied by the director upon failure of the applicant or licensee to comply with state statutes and licensing rules for family day care homes [ ] or when the department receives official written notice that the family day care home is otherwise prohibited by law.


STATE AGENCY COST: This proposed amendment will not cost state agencies or political subdivisions more than $500 in the aggregate.

PRIVATE ENTITY COST: This proposed amendment will not cost private entities more than $500 in the aggregate.

Notice to Submit Comments: Anyone may file a statement in support of or in opposition to this Proposed Amendment with Constance Brooks, Director, Division of Maternal, Child and Family Health, P.O. Box 570, Jefferson City, MO 65102-0570. To be considered, comments must be received within thirty days after publication of this notice in the Missouri Register. No public hearing is scheduled.
TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL

FOR: HEALTH CARE FINANCING ADMINISTRATION

D: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN ☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN ☑ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

FEDERAL STATUTE/REGULATION CITATION:
42 CFR 431 Subpart M

PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

4.16-12

SUBJECT OF AMENDMENT:

Renews and modifies Interagency Agreement with the Department of Health for Administrative Case Management for Healthy Children and Youth

GOVERNOR'S REVIEW (Check One):

☐ GOVERNOR'S OFFICE REPORTED NO COMMENT
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

SIGNATURE OF STATE AGENCY OFFICIAL:

[Typed Name]

[Typed Name]: Gary J. Stangler

TITLE: Director

DATE SUBMITTED:

9/26/97

[RM HCFA-179 (07-92)]

Instructions on Back
Memorandum of Agreement Between
The Missouri Department of Social Services,
Children's Division
and
The Missouri Department of Health and Senior Services,
Bureau of Genetics and Healthy Childhood

1. **Purpose**

1.1 This agreement is entered into between the Missouri Department of Social Services (DSS), Children's Division (CD) and the Missouri Department of Health and Senior Services (DHSS), Bureau of Genetics and Healthy Childhood (GHC), Home Visiting Unit for the purpose of setting forth the terms and conditions for the coordination and sharing of child maltreatment/abuse data to allow the GHC's Home Visiting Unit to meet the data collection requirements for the home visiting programs it administers.

1.2 In order for the DHSS to meet data collection requirements for the home visiting programs, the Home Visiting Unit must collect measurable and quantifiable data across six (6) benchmark areas for all eligible families enrolled in its programs. Official child abuse and neglect data from child welfare (CW) agencies are recommended for use in assessing the three (3) child maltreatment benchmark constructs because they provide the most accurate measures of child maltreatment. In order to obtain such data, the DHSS established a working relationship with DSS, CD.

1.3 To provide an understanding of the requirements of this agreement, the following definitions are described:

a. **Home visiting programs** are administered by the GHC's Home Visiting Unit. These programs include, but are not limited to:
   1) The Affordable Care Act Maternal, Infant and Early Childhood Home Visiting program (MIECHV);
   2) The Building Blocks of Missouri program; and
   3) The Healthy Families Missouri Home Visiting programs.

b. **Maltreatment** includes, but is not limited to, neglect, physical abuse, sexual abuse, and emotional abuse.

c. "First-time" maltreatment victim is an individual who had a maltreatment disposition of "victim", but never had a prior disposition of victim.

d. Children's ages can be categorized based on one (1) year increments expressed in months, such as, one (1) to twelve (12) months; thirteen (13) to twenty-four (24) months; twenty-five (25) to thirty-six (36) months; thirty-seven (37) to forty-eight (48) months; etc. Home visiting programs may also categorize infants/children's ages in a birth to kindergarten entry.

2. **Term of Agreement/Modifications**

2.1 This agreement shall be effective the date of final signature and shall remain in effect unless modified or terminated. This agreement shall be reviewed by the parties on an annual basis.

2.2 Any changes to this agreement must be by formal amendment reviewed, approved and signed by the authorized representatives of the parties. No other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the agreement.

2.3 Either party may terminate this agreement after providing a minimum of thirty (30) days written notice to the other party.
3. **Confidentiality**

3.1 All discussions between the parties and all information gained by the parties as a result of their performance under this agreement shall be confidential. No reports, documentation, or material prepared as required by this agreement shall be released to the public without the prior, written consent of each party, unless otherwise required by law.

3.2 If required, each party and any required personnel of each party must sign specific documents regarding confidentiality, security, or other similar documents upon request.

3.3 **HIPAA**: The parties to this agreement are subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

   a. The DHSS shall be a "Business Associate" of DSS, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A. For purposes of the Business Associate Agreement, the term "contractor" shall refer to DHSS.

4. **Responsibilities of the Parties**

4.1 DSS, CD agrees to:

   a. Identify the number of infants/children per home visiting program as provided by GHC's Home Visiting Unit, who have been a subject of:

      1) a suspected maltreatment report;
      2) a report of substantiated maltreatment; and/or
      3) a reported "first-time" victim for maltreatment.

   b. Provide the data identified in 4.1a above to DHSS, twice a year, according to the following categories:

      1) Home Visiting Program as defined in 1.3a;
      2) County breakdown along with child identification (ID) information shall be provided within the Excel spreadsheet that DHSS provides to DSS two (2) times a year for aggregate data;
      3) Child's age as defined herein; and
      4) Maltreatment type as defined herein.

   c. Provide additional aggregated information on the number of occurrences for each subject of maltreatment as described herein.

      1) A suspected maltreatment report shall consist of the:
         i) number of children with multiple suspected categories of abuse;
         ii) number of children with multiple suspected reports; and
         iii) number of suspected reports that are pending.
      2) A report of substantiated maltreatment shall consist of the:
         i) number of children with multiple substantiated categories of abuse; and/or
         ii) number of children with multiple substantiated reports.
      3) A reported "first-time" victim for maltreatment shall consist of the:
         i) number of children with multiple substantiated categories of abuse; and/or
         ii) number of children with multiple substantiated reports.

   d. Compare the data provided as stated herein with program participant reports to attain an aggregate number of infants/children with a report of suspected, substantiated, or "first-time" victim of maltreatment.
e. Provide the requested data two (2) times per year in order to meet each home visiting program's data
collection requirements, beginning when the infant/child enrolls in the home visiting program and
continuing throughout the time the infant/child remains in the home visiting program.

f. Consult with GHC's Home Visiting Unit on issues pertaining to this agreement annually or as the need
arises, via teleconference or in person.

g. Maintain strict confidentiality of all participants' information or records received from GHC's Home
Visiting Unit and use that information only in the administration, technical assistance, and coordination
of activities authorized under this agreement, unless otherwise required by law.

4.2 DHSS, GHC, Home Visiting Unit agrees to:

a. Provide the DSS with home visiting programs' participant's identifiable information, per respective
home visiting program, to compare with CD data and obtain reports with aggregate numbers of:
   1) infants/children suspected of maltreatment;
   2) number of infants/children with substantiated reports of maltreatment; and
   3) number of infants/children substantiated as being a first-time victim of maltreatment.

b. DHSS shall submit the data identified above in paragraph 4.2(a) to DSS for the preceding federal fiscal
year (FFY), October 1 to September 30, on or before October 15th following the conclusion of the federal
fiscal year for each year this MOA remains in force.

c. DHSS shall submit data to DSS for the following longitudinal cohort periods, on or before January 15,
2015, and for future cohort dates as needed for federal reporting requirements as applicable to the
parties:
   1) Longitudinal Cohort 1: March 1, 2012 to December 31, 2013
   2) Longitudinal Cohort 2: October 1, 2012 to September 30, 2014
   3) Future submission dates for longitudinal cohort data shall be agreed upon between the parties.

d. Submit the data identified above in paragraph 4.2(a) to DSS via encrypted e-mail and password
protected Excel file in Outlook.

e. Consult with DSS, CD on issues related to this agreement annually or as the need arises, via
   teleconference or in person.

f. Maintain strict confidentiality of all participants' information or records received from DSS, CD and use
that information only in the administration, technical assistance, and coordination of activities
authorized under this agreement, unless otherwise required by law.

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In witness thereof, the parties below hereby execute this agreement.

[Signatures and dates]

Approval Signature for Children's Division

[Signature and date]

Authorized Signature for Department of Health and
Senior Services

[Signature and date]

Authorized Signature for the Department of Social Services

[Signature and date]
Attachment A – Business Associate Agreement
(Health Insurance Portability and Accountability Act of 1996, as amended)

(Rev 08-29-13)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 et. seq. including, but not limited to the following:

a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.

c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.

e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.


h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.

k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.

l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department’s minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USC §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

7.9 The contractor shall report to the Department’s Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department’s Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department’s Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

7.11 The contractor shall report to the Department’s Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department’s Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor’s reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter “incident”):
   a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
   b. The electronic address of any individual who has specified a preference of contact by electronic mail;
   c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
   d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
   e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department’s obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department’s Security Officer of the activity or practice and work with the Department to correct the breach of contract.

7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its
employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney’s fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA’s Administrative Simplification Rules, arising from or in connection with the contractor’s negligent or wrongful actions or inactions or violations of this Agreement.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor’s use or disclosure of Protected Health Information, by providing the contractor with the Department’s notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.