| **TRANSMITTAL AND NOTICE OF APPROVAL OF** |   |
| **STATE PLAN MATERIAL** |   |
| **FOR: HEALTH CARE FINANCING ADMINISTRATION** |   |
| **TO: REGIONAL ADMINISTRATOR** |   |
| **HEALTH CARE FINANCING ADMINISTRATION** |   |
| **DEPARTMENT OF HEALTH AND HUMAN SERVICES** |   |

| **1. TRANSMITTAL NUMBER:** | 0 0 — 1 2 |
| **2. STATE:** | MO |
| **3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)** |   |
| **4. PROPOSED EFFECTIVE DATE:** | April 1, 2000 |
| **5. 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)**

| **6. FEDERAL STATUTE/REGULATION CITATION:** | 42 CFR 431 Subpart M |
| **7. FEDERAL BUDGET IMPACT:** |   |
| a. FFY | $ |
| b. FFY | $ |
| **8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:** | Attachment 4.16-4 |

**10. SUBJECT OF AMENDMENT:** 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 regarding prenatal care management and/or service coordination for pregnant women.

**11. GOVERNOR'S REVIEW (Check One):**
- □ GOVERNOR'S OFFICE REPORTED NO COMMENT
- □ COMMENTS OF GOVERNORS OFFICE ENCLOSED
- □ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

**12. SIGNATURE OF STATE AGENCY OFFICIAL:**

**13. TYPED NAME:** Gary J. Stangler

**14. TITLE:** Director

**15. DATE SUBMITTED:** June 23, 2000

**17. DATE RECEIVED:** 06/30/00

**18. DATE APPROVED:** SEP 14, 2000

**22. TITLE:** SSA for Medicaid and State Operations

**23. REMARKS:**

CC: Stangler, Vadner

SPA CONTROL
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

PRENATAL CASE MANAGEMENT AND/OR SERVICE COORDINATION FOR
PREGNANT WOMEN

STATEMENT OF PURPOSE

The Missouri Departments of Social Services (DSS) and Department of Health (DOH), in order
to provide the most efficient, effective and cost effective administration of Title XIX case
management services, hereby agree to the conditions included in this Cooperative Agreement.
Both the provision of case management services and service coordination for at-risk pregnant
women have been determined to be an effective method of improving care and reducing costs
associated with providing medical services.

The DSS, Division of Medical Services recognizes the unique relationship that the DOH has with
the autonomous Local Public Health Agencies, Federally Qualified Health Centers, Community
Health Centers, and Rural Health Initiative Clinics. DSS, in order to take advantage of this
relationship, enters into this Cooperative Agreement with DOH for provider relations and quality
assurance, including establishing standards, technical assistance, coordination, and data
management of the case management services, and service coordination for women enrolled in
the Perinatal Substance Abuse Program within the limits of the resources provided for in 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. This includes all
agreements with DOH, Bureau of Health Data Analysis (BHDA) for the data evaluation related
to case management.

I. MUTUAL OBJECTIVES

1. To provide a plan for the coordination of services.

2. To improve and expand prenatal and preventive health services to Medicaid
   eligible recipients through education, cooperative planning, reducing barriers to
   access to health care and follow-up activities.

3. To reduce the incidence of inadequate prenatal care thereby reducing the rate of
4. To reduce the incidence of perinatal substance use of alcohol, tobacco and drugs.

II. RESPECTIVE RESPONSIBILITIES

DSS agrees to:
1. Reimburse DOH the Title XIX federal share of actual and reasonable costs for service coordination for Perinatal Substance Abuse, provider relations, quality assurance of Prenatal Case Management Services, and data entry and tabulation management provided by staff based upon a time accounting system; 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 Medicaid Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75%.

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.

2. Provide DOH access to the information necessary to properly administer the Prenatal Case Management Services Program and service coordination for the Perinatal Substance Abuse Program.

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

4. Provide notification to DOH as soon as any changes are defined in the billing process and billing requirements affecting any local agencies included in this agreement.

DOH agrees to:
1. Employ administrative staff to provide technical assistance to the Medicaid Case Management providers.

2. Assure service coordination staffing for the Perinatal Substance Abuse Program

3. Employ necessary staff to provide quality assurance activities 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 program.
timeliness of services performed. DSS will identify the providers' names and addresses. DOH will review credentials of those staff employed by the agency who are providing Prenatal Case Management services and verify they meet the requirements set forth by DMS. A monitoring tool will be utilized that will audit service and performance criteria which will be based on the objectives and service criteria requirements set forth for case management services. Such quality assurance activities and documentation are subject to review and approval by the Department of Social Services, Division of Medical Services, counterpart quality assurance staff. Develop a data management system for entry of the Prenatal Case Management risk appraisal information to determine the effects of case management. This information will be shared with DOH, Bureau of Health Data Analysis, and DSS in a timely fashion.

4. 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.

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 Executive Officer 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. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance, coordination, and quality assurance activities authorized under this agreement.

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

9. 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 to include the review and approval by the Division of Medical Services of all printed material developed by the Department of Health to fulfill this agreement.

II. DESCRIPTION OF PROGRAM

A. Prenatal Case Management
order to promote the effective and efficient access to necessary comprehensive services. Case management can be conceptualized as a set of individual client goal oriented activities which organize, coordinate, and monitor service delivery based on measurable objectives.

It seeks to promote the health of clients and foster independent compliance. The services described in this document target pregnant women with Medicaid coverage in the fee for service program.

Prenatal Case Management services for pregnant women are focused toward the reduction of infant mortality and low birth weight by reducing the inadequate prenatal care rate. This is accomplished by educating the client and following non-compliant pregnant women so that they will more closely follow the recommendations of their care providers. An increase in women who receive adequate prenatal care will result in fewer drop-in, high-risk and at-risk deliveries, thereby reducing the percentage of negative pregnancy outcomes.

Qualified Title XIX case management providers will be designated throughout the state by the Department of Social Services in conjunction with the Department of Health. All pregnant women with Medicaid coverage will be eligible to receive a risk appraisal from any recognized Medicaid provider. If they are determined to be at risk, they will be eligible to receive Prenatal Case Management services and will be referred to a qualified participating case management provider of their choice. For all at-risk individuals being case managed, an assessment will be provided from which an individualized case management plan will be developed. The client’s health activities will be tracked to assist the client/family in following the plan as established. The Prenatal Case Management Agency will complete the necessary data forms and forward to DOH/ BFH for tabulation.

B. Service Coordination for Perinatal Substance Abuse

Service coordinators will provide a range of services for Medicaid eligible pregnant women who are using alcohol and/or controlled substances during the pregnancy.

Service Coordination activities shall include:

1. Assistance 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:

   a. Appropriate primary care and screening services or,
   b. Evaluations and treatment services identified as medically necessary and prior authorized, or both;
interdisciplinary/multidisciplinary teams and plans for coordinating medical services required for the child;

3. 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 service coordinator 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;

4. Service Monitoring: This would include reviewing the service plan and any necessary documentation required to identify the client’s progress. Service monitoring includes assurance and identification, planning, and implementation of the services and service coordination;

5. Case Closure, Referral, and Realignment of Service Plan: These services include the assurance that:
   
   a. The Service Coordinator will act as a liaison in the due process for the recipient and her family and
   
   b. the pregnant or postpartum woman 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. The child(ren) may be followed in other programs.

Perinatal Substance Abuse Service Coordination will be discontinued 60 days after the baby is born or sooner, if requested by the participant.

IV. 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.
V. TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from April 1, 2000 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 any 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
Missouri Department of Health

6-16-00
Date

Gary J. Stangler, Director
Missouri Department of Social Services

6-28-2000
Date
INTERAGENCY AGREEMENT BETWEEN
THE MISSOURI DEPARTMENT OF HEALTH AND
THE MISSOURI DEPARTMENT OF SOCIAL SERVICES

WELL CHILD OUTREACH

STATEMENT OF PURPOSE

An agreement is established between the Missouri Department of Health (DOH), Division of Maternal, Child and Family Health (DMCFH), and the Missouri Department of Social Services (DSS), Division of Medical Services (DMS), to continue to implement a state-wide program designed to promote the health of children, adolescents and pregnant women. DOH's goal is to reduce the inadequate prenatal care rate to no more than 10% by the year 2000, and DSS's goal is to screen 80% of all Medicaid-eligible children each year. DSS's Healthy Children and Youth program covers children up to the age of 21, and includes prenatal care for adolescents who are pregnant. In order to reach these goals, special outreach efforts are necessary to promote prenatal care and to encourage well-child screenings and checkups. Thus, this collaborative project shall emphasize screenings for the child and adolescent population, and will also encourage at-risk pregnant women to obtain early and regular prenatal care. The project shall be referred to as Well Child Outreach Project.

Respective Responsibilities:

DEPARTMENT OF SOCIAL SERVICES
DIVISION OF MEDICAL SERVICES

1. DSS will designate one or more persons who will serve as a contact for DOH and will review materials developed for the Well Child Outreach Project.

2. DSS will reimburse DOH 100% of the Title XIX federal share for staff responsible for implementing the Well Child Outreach Project in accordance with federal guidelines and regulations.

3. DSS will reimburse DOH 100% of the Title XIX federal share for expense and equipment costs in accordance with federal guidelines and regulations.

State Plan TN# 97-20
Supersedes TN# 95-44

Effective Date July 1, 1997
Approval Date 7/17/97
4. DSS will provide DOH with Year to Date EPSDT Participation rates at the end of the state fiscal year for outreach project evaluation purposes.

DEPARTMENT OF HEALTH
DIVISION OF MATERNAL, CHILD AND FAMILY HEALTH

1. DOH will employ staff and incur necessary expenses to carry out the state-wide Well Child Outreach project, and account for the activities of the staff in accordance with federal guidelines and regulations.

2. DOH will involve DSS, Division of Medical Services, in program progress through correspondence and telephone contact.

3. DOH will keep records and provide written reports to DSS, Division of Medical Services, on relevant program data related to print material distribution, outreach activities, etc.

4. DOH will evaluate the Well Child Outreach Project and share the results with DSS prior to public release of this information.

5. DOH will 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.

6. DOH will provide, as requested by DSS, the billing information necessary to obtain federal financial participation.

7. DOH will maintain the confidentiality of client records and eligibility information received from DSS/DMS and use that information only in the administration of technical assistance and coordination of activities authorized under this agreement.

8. DOH will 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 DOH/DMCFH to fulfill this agreement.

State Plan TN# 97-20
Supersedes TN# 95-44
Effective Date July 1, 1997
Approval Date OCT 17, 1997
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 by both parties or by either party after giving thirty (30) days prior notice in writing to the other party. Provided, however, that any 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.

APPROVED AND ACCEPTED

Missouri Department of Health

Maureen Dempsey, M.D., Director

Date 9/1/97

Missouri Department of Social Services

Gary Stangel, Director

Date 8-26-97

State Plan TN# 97-20
Supercedes TN# 95-44

Effective Date July 1, 1997
Approval Date OCT 17, 1997
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.

11. 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

12. SIGNATURE OF STATE AGENCY OFFICIAL:
    [Signature]
    Dana Katherine Martin

13. TYPE NAME:
    Director

14. DATE SUBMITTED:
    September 26, 2001

15. DATE RECEIVED:
    09/28/01

16. RETURN TO:
    Department of Social Services
    Medical Services/Program Operations
    615 Howerton Court
    Jefferson City, MO 65109

17. DATE APPROVED:
    NOV 27 2001

18. SIGNATURE OF REGIONAL OFFICIAL:
    [Signature]
    ARA for Medicaid & State Operations

19. EFFECTIVE DATE OF APPROVED MATERIAL:
    
20. TITLE:
    
21. TYPED NAME:
    Thomas W. Lenz

22. REMARKS:
    SPA CONTROL
    Date Submitted: 09/27/01
    Date Received: 09/23/01

FORM HCFA-179 (07-92)
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.


TN No: 01-30
Supersedes TN No: 96-38
Approval Date: NOV 27 2001
Effective Date: 07/01/2001
Page 2
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...
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:
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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.

TN No: 01-30
Supersedes TN No: 96-38
Page 6
Approval Date: NOV 27 2001
Effective Date: 07/01/2001
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

TN No: 01-30  
Supersedes TN No: 96-38
TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL
FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER: 0125
2. STATE: Missouri
3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE: 7/01/01

5. 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)

6. FEDERAL STATUTE/REGULATION CITATION:
   42 CFR 431 Subpart H

7. FEDERAL BUDGET IMPACT:
   a. FFY $___________
   b. FFY $___________

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:
   4.16-197 pages 1-9

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):
   4.16-197 pages 1-9

10. SUBJECT OF AMENDMENT:
    Renewed Interagency Agreement between the Department of Social Services, DMS, and the Department of Health to administer the Physical Disabilities Waiver Program.

11. 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

12. SIGNATURE OF STATE AGENCY OFFICIAL: ____________________________

13. TYPED NAME: Dana Katherine Martin
14. TITLE: Director
15. DATE SUBMITTED: September 26, 2001

16. RETURN TO:
    Division of Medical Services
    615 Hawerton Ct.
    PO Box 6500
    Jefferson City, MO 65102

17. DATE RECEIVED: 09/26/01

18. DATE APPROVED: OCT 2 2001

19. EFFECTIVE DATE OF APPROVED MATERIAL: JULY 1 2001

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME: Nanette Foster Reilly
22. TITLE: Acting AIA for Medicaid & State Operations

23. REMARKS:
   CC: Martin
   Vadner
   Waite
   CO

FORM HCFA-179 (07-92) Instructions on Back
COOPERATIVE AGREEMENT BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES
and
THE DEPARTMENT OF HEALTH
relating to
ADMINISTRATION of
THE MEDICAID HOME AND COMMUNITY-BASED SERVICES WAIVER
for
TARGETED INDIVIDUALS WITH PHYSICAL DISABILITIES

STATEMENT OF PURPOSE

The Physical Disabilities Waiver (PDW) will provide home and community-based services to individuals with serious and complex medical needs who have reached the age of 21 and are no longer eligible for home care services available under Early Periodic Screening, Diagnosis, and Treatment (EPSDT), known as Healthy Children and Youth (HCY) in Missouri. The target population will also include four individuals who received services under the Missouri Medicaid Children's Waiver, which was discontinued June 30, 1992. This waiver will provide a cost-effective alternative to placement in an Intermediate Care Facility for Mentally Retarded (ICF-MR).

The Department of Health (DOH) will assist the Department of Social Services - Division of Medical Services (DSS-DMS) in administration of the waiver by providing case management services for individuals who will be served by this waiver, and for assisting in transitioning individuals who do not meet the criteria of this waiver to adult Medicaid services under the State Plan or other waivers. The DSS-DMS will provide written program guidelines and training relating to the PDW Program, will be responsible for program evaluation, and will reimburse providers for services covered under Medicaid State Plan or waiver.

Therefore, the Missouri Departments of Social Services (DSS) and Health (DOH); in order to provide the most efficient, effective administration of the Physical Disabilities Waiver (PDW) hereby agree to the conditions included in the Cooperative Agreement. The Department of Social Services is the single state agency for administration of the Title XIX (Medicaid) program in Missouri; the Division of Medical Services (DMS) is the division within DSS which directly manages the Medicaid program operations. Department of Health (DOH) will provide staff to perform case management services for persons transitioning to adult Medicaid covered services.
eligibility of costs for administrative or enhanced match, which becomes effective subsequent to the execution of this agreement, will be the applied as provided in the regulations. DOH staff who perform SPMP functions must have professional education and training in the field of medical care or appropriate medical practice, as specified in 42 CFR 432.50 (d).

2. Provide DOH access to the information necessary to properly administer the PDW Program.

3. Meet and consult on a regular basis with DOH on issues related to this agreement.

4. Provide the administration of Physical Disabilities Waiver and Personal Care Guidelines which includes the guidelines in this interagency agreement as agreed upon by DSS and DOH. The guidelines are to be followed in regard to the responsibilities of DOH in administrative case management, prior authorization of waiver and Personal Care Program services, carrying out the responsibility of the program administration, and carrying out the responsibility of the Personal Care Program services for the PDW waiver recipients.

5. Provide training for DOH staff as determined necessary by DSS and/or DOH in order to effectively carry out the responsibilities of the PDW administration and training to provide the Personal Care Program service.

6. Determine recipients' eligibility for Medicaid through the Division of Family Services. DSS-DMS identifies those who will be eligible to be included in PDW administration.

7. Review on a yearly basis the most recent assessment and plan of care the lessor of 100% or 15 of the waiver recipients to ensure the need for services was documented in the plan of care and all services needs in the plan were properly authorized prior to delivery.

8. Prepare the annual HCFA-372 report on the impact of the PDW program as required by 42 CFR 441.302 (f), based on information collected from DOH and from paid claim records.

9. Exchange data with DOH to compile periodic reports on the number of clients served, their costs, and the savings generated by the PDW Program.

10. Review reports of a provider non-compliance submitted from DOH and pursue any sanction or other action necessary and appropriate to remedy the non-compliance.
The Department of Social Services, Division of Medical Services, recognizes the unique relationship that the Department of Health has with the medical community; its expertise in case management, plan of care development, service coordination, case planning, service identification, monitoring; and its current role in administrative case management for persons in the EPSDT program, who require specialized medical care including the private duty nurse services. In order to benefit from this expertise and relationship, DSS enters into this cooperative agreement with DOH for PDW administration including prior authorization of services and technical assistance within the limits of this agreement.

The Department of Social Services, Division of Medical 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.

I

MUTUAL OBJECTIVES AND RESPECTIVE RESPONSIBILITIES

OBJECTIVES:

1. Provide for cost-effective home and community-based services for individuals as cost effective alternative to Intermediate Care Facility for Mentally Retarded (ICF/MR) placement.

2. Assure necessary safeguards have been taken to protect the health and welfare of persons receiving services under the Physical Disabilities Waiver.

II

RESPECTIVE RESPONSIBILITIES

DSS agrees to:

1. Reimburse DOH the Title XIX federal share of eligible administrative cost required for the proper and efficient operation of the waiver program as required by the Social Security Act in Sections 1902 (a) (4) (A); 1915 (c) (2) (A) through (D) and for the Personal Care Program as required by the Social Security Act in Sections 1902 (a) (4) (A); 1902 (a) (19) and 1902 (a) (30) (A), as amended, and applicable to federal regulations.

The rate of reimbursement for eligible administrative cost will be 50%, unless changed by law. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel (SPMP) and their supporting staff for compensation, travel and training will be 75%, unless changed by law. Changes in federal regulations affecting the matching percentage, and/or the
11. Prepare, print, mail, and publish on-line through the Internet when designated appropriate, material regarding Medicaid services to Medicaid providers; this includes manual and bulletins.

12. Review materials or reports to be published by DOH regarding Medicaid services. All such materials published by DOH as may affect compliance with Title XIX rules shall be subject to DSS-DMS review and approval prior to distribution.

13. Review and comment on policy and procedure for the internal operations of staff regarding Medicaid services, where such policy and procedure may affect compliance with Title XIX rules or the assurances under which the Waiver Program was approved. Provide technical assistance to assure program compliance with Medicaid regulations.

14. Maintain the confidentiality of client records and all other client information obtained from DOH in accordance with all state and federal laws.

15. Conduct hearings, in accordance with 42 CFR sections 431.200 to 431.250, for persons who have appealed denial or termination of PDW or Personal Care services by DOH care coordination staff. DSS staff shall request DOH care coordination staff to participate in these hearings.

16. Designate an employee of DSS-DMS to serve as liaison with DOH for administration of PDW and Personal Care Program services.

17. Assist DOH in the transitioning of eligible individuals to the adult Medicaid services.

18. Provide support as needed to DOH in developing plans of care.

DOH agrees to:

1. Directly employ qualified professional and support staff necessary to provide the administration and case management of the PDW and Personal Care Program services and for fulfillment of the primary terms and conditions of this agreement. Verify that all DOH personnel providing monitoring and quality-assurance activities meet the qualifying criteria of Skilled Professional Medical Personnel as defined in 42 CFR 432.2 when the 75% match is claimed.

2. Maintain recipient data and utilization in a format to allow for coordination, identification, effective care planning for the targeted population, preparation of reports, and evaluation of program integrity.

The goals of maintaining the data are:

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(1) to assure that the number of individuals served under the waiver will not exceed the approved limits;

(2) to assure the total expenditures for PDW services will not exceed the currently established average cost cap rate for the intermediate care facility for mentally retarded or persons with related conditions (ICF/MR);

(3) to readily exchange with DSS data on specific clients, number of client served, and their costs to compile periodic reports and to aid DSS-DMS in determining the savings generated by PDW;

(4) to provide DSS-DMS with the information necessary to complete the annual report on the waiver's impact, as required by 42 CFR 441.302(f).

3. Collaborate, as necessary, with other State agencies in the client's assessment when evaluating the feasibility of transitioning eligible individuals to adult Medicaid services or PDW services.

4. Collaborate, as necessary, with other State agencies in developing plans of care for individuals identified for PDW services.

5. Provide PDW case management as an agent for the DSS to ensure the adequacy of medical care and services provided and act as liaison with multiple disciplines regarding the medical aspects of the program.

6. Prior authorize medically necessary PDW services and, as required, Personal Care Program services for PDW eligible individuals. DOH will maintain a prior authorization file for all PDW services authorized and submit suitable records of all prior authorizations to DSS-DMS or their fiscal agent. Additional information will be provided to the DSS-DMS or their fiscal agent upon request.

7. Conduct, at a minimum, quarterly home visits with monthly contacts as required to monitor the client's condition and continued appropriateness of service plan. Reevaluations of the level of care required by the individual will take place at a minimum of every six (6) months and more frequently if necessary due to changes in the client's condition.

8. Monitor provider provision of service. Activities would include reviewing the plans of care and any necessary documentation required to identify the clients' progress, the implementation of the services, and the appropriateness of the services provided.

9. Act as liaison in the due process for the recipient or his/her family in the event of a case closure, referral, and/or realignment of plan of care. Assure that the client will be maintained by a primary health care provider who will aid the family/client as further needed.

10. Account for the activities of the staff employed under this agreement in accordance

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with the provisions of OMB circular A-87 and 45 CFR part 74 and 95.

11. 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.

12. 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.

13. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance, and coordination of the PDW program according to all state and federal laws.

14. Meet and consult on a regular basis with DSS-DMS on issues arising out of this agreement.

15. 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 DSS-DMS of all printed material developed by the DOH to fulfill this agreement.

16. Assume the financial responsibility for the development and printing of manuals, reports, brochures, and other documents related to PDW and Personal Care Programs which are distributed by DOH.

17. Follow the "Administration of Physical Disabilities Waiver and Personal Care Guidelines" which has been accepted by DSS and DOH and which incorporates the guidelines of this cooperative agreement.

18. Prepare policy and procedures for internal operations of DOH staff regarding PDW and Personal Care Programs. Such policies and procedures, affecting compliance with Title XIX rules or assurances under which the waiver was approved, will be subject to review by DSS-DMS prior to implementation. This will include, but is not limited to, review of DOH staff instructions for documentation of time spent on administration of PDW and Personal Care Program services.

19. Assure DOH staff participation in Medicaid related training that may be deemed necessary by the Director(s) of DSS and/or DOH or their designees.

20. Provide initial/intermittent/updated training as needed or as changes occur in policies, eligibility criteria, or function of staff as they relate to the PDW and Personal Care services.

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21. Participate in hearings conducted by DSS in accordance with 42 CFR 431.200 to 431.250 in regard to DOH care coordination staff’s administration of PDW or Personal Care services.

22. Report suspected provider abuse or non-compliance with Title XIX policy, procedures, and regulation.

III

PROGRAM EVALUATION PLAN

A task force consisting of the Directors of the DSS and DOH or their designees and representatives from each division party to this agreement shall meet annually 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. Task force is to be chaired by DSS-DMS Director or his designated staff. These activities shall include consideration of:

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

2. Feasibility of cost effectiveness of the waiver and/or program changes to meet the needs of the eligible individuals;

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

4. Review of liaison activities among the Division, Department, and designated staff responsible for liaison activities at both the state and local levels, in regard to effectiveness of meetings, schedule of meetings, etc.

IV

DEFINITIONS

For the purposes of this agreement, 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): A department within Missouri State government

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responsible for the promotion and protection of the public's health through education, disease and injury prevention, regulation, and direct delivery of health care services in order that all Missourians may achieve their fullest health potential.

C. Service Coordinator: The DOH field person who will work with DSS-DA and the eligible individuals to coordinate case management services for those individuals.

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

E. Physical Disabilities Waiver (PDW): The home and community-based services waiver to provide cost-effective services for the disabled/developmentally disabled persons as an alternative to care in a facility.

F. 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).

G. Title XIX (Medicaid): A health care program under the Social Security Act. Medicaid is a needs-based, health care benefit financed jointly by state and federal government. 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.

H. Adult Medicaid Services: Missouri's State Medicaid Plan services which are available to Medicaid recipients who are 21 years of age or older.

I. Program Administration: The overall administration of PDW Program provided by the Department of Health to oversee the daily operations of the program activities. Such activities would include developing data systems, preparing policy and procedures for internal operation for DOH staff regarding PDW and Personal Care Programs, monitoring authorizations of services, evaluating PDW programs, assuring waiver limitations are maintained, monitoring case management and home visits, and submitting reports.

J. Administrative Case Management: The assessment, location, coordination, and monitoring of the necessary and appropriate PDW services for an individual with complex medical disabilities.

K. Intermediate Care Facility for Mentally Retarded (ICF/MR): Intermediate care facility for the mentally retarded or related conditions (ICF/MR) are services provided in a certified facility whose primary purpose is to provide health or habilitative services for mentally retarded individuals or persons with related conditions. To qualify for
ICF/MR services a person must have mild, moderate or profound mental retardation or a related condition and be receiving active treatment, Missouri Medicaid Nursing Home Manual, p 13-19.

I. Plan of Care: Plan for delivery of State Plan and PDW service developed in collaboration with the recipient's attending physician and a copy forwarded to the physician.


N. Sanctions: Consequences of failing to comply with the conditions of provider participation in the Medicaid Program, as described in 13 Code of State Regulations 70-3.030-Sanctions for False or Fraudulent Claims for Title XIX (Medicaid) Services, as amended.

O. Personal Care Program: The U.S. Department of Health and Human Services, Health Care Financing Administration, approved Medicaid State Plan for Personal Care.

TERMS OF THIS AGREEMENT

The effective date of this agreement is July 1, 2001, subject to the continued approval of the Waiver programs by the Federal Department of Health and Human Services. This agreement may be modified at any time by the written agreement of both parties and may be canceled by either party with 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 full force and effective.

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

Dana Katherine Martin
Director, Department of Social Services

7/1/01
Date

9/5/01
Date

State Plan TN # 01-25
Supersedes TN# 99-04 -9-

Effective Date 07/01/01
Approved Date OCT 2 & 2001
# Transmittal and Notice of Approval of State Plan Material

**For:** Health Care Financing Administration

**To:** Regional Administrator
Health Care Financing Administration
Department of Health and Human Services

**5. Type of Plan Material (Check One):**
- [ ] New State Plan
- [ ] Amendment to be Considered as New Plan
- [ ] Amendment

**6. Federal Statute/Regulation Citation:**
42 CFR 431 Subpart M

**7. Federal Budget Impact:**
- FY $  
- FY $ 

**8. Page Number of the Plan Section or Attachment:**
4.16 - 168 effective 1-1-00

**9. Page Number of the Superseded Plan Section or Attachment (If Applicable):**
4.16 - 168 effective 7-1-95

**10. Subject of Amendment:**
Cooperative Agreement between the Missouri Department of Social Services, Division of Medical Services and The Missouri Department of Health, Bureau of Special Health Care Needs, Head Injury Program for Non-Emergency Medical Transportation Administration.

**11. Governor's Review (Check One):**
- [ ] Governor's Office Reported No Comments
- [ ] Comments of Governor's Office Enclosed
- [ ] No Reply Received Within 45 Days of Submittal

**16. Return To:**
Division of Medical Services
P.O. Box 6500
Jefferson City, MO 65102-6500

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**Instructions on Back**
COOPERATIVE AGREEMENT BETWEEN THE
MISSOURI DEPARTMENT OF SOCIAL SERVICES
Division of Medical Services
and the
MISSOURI DEPARTMENT OF HEALTH
Bureau of Special Health Care Needs
Head Injury Program

NON-EMERGENCY MEDICAL TRANSPORTATION

I
STATEMENT OF PURPOSE

The Missouri Department of Social Services (DSS), Division of Medical Services (DMS) and the Department of Health, Bureau of Special Health Care Needs, Head Injury Program (DOH/BSHCN), in order to provide the most efficient and cost effective Non-Emergency Medical Transportation (NEMT) services, hereby agree to the conditions included in this cooperative agreement.

II
MUTUAL OBJECTIVES

1. To ensure transportation services to and from covered Missouri Medicaid services for head injured Medicaid eligible recipients age 21 or over, who have no other transportation resources. Transportation will be provided through the DOH/BSHCN for described individuals in the most appropriate, least costly manner.

III
RESPECTIVE RESPONSIBILITIES

DSS agrees to:

1. Reimburse DOH/BSHCN the Title XIX Federal share of actual and reasonable costs established for the administration of medically necessary non-emergency medical transportation. The rate of reimbursement for eligible costs will be 50%. Changes in Federal regulations affecting the matching percentage, and/or costs eligible for enhanced

TN# CO-07
Supersedes TN# 96-31
Approval Date MAY 05 2000
Effective Date 01/01/00
or administrative match, which become effective subsequent to the execution of the agreement will be applied as provided in the regulations.

2. Provide DOH/BSHCN access to the information necessary to properly provide transportation administration and information regarding Medicaid eligibility.

3. Meet and consult on a regular basis, at least annually, with DOH/BSHCN on issues related to this agreement.

4. Develop and conduct periodic utilization reviews in cooperation with DOH/BSHCN to ensure payments made to DOH/BSHCN do not duplicate other Medicaid NEMT payments.

5. Refer recipients who meet the following criteria to the DMS NEMT broker: have not reached their 21 birthday; are injured before age 22; or are on the DOH waiting list for transportation by DOH, but for which DOH funds are not available. Referral for NEMT services should be to the appropriate NEMT broker depending on the county of residence.

6. Maintain the confidentiality of client records and eligibility information received from DOH and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement.

DOH/BSHCN agrees to:

1. Identify Medicaid eligible head injury recipients age 21 or over who have been approved by DOH for Comprehensive Day Rehab service and determine those who do not have access to free non-emergency medical transportation for scheduled medically necessary, Medicaid covered services.

To be eligible for Medicaid coverage of NEMT services, individuals must be eligible for Medicaid or MC+ under a federally matched eligibility category. Individuals eligible under State Only Eligibility Categories: (ME Codes 02, 08, 09, 51, 52, 57, 59 and 64), are not eligible for the Medicaid NEMT program nor QMB (ME Code 55), nor Medicaid Expansion recipients (ME Codes 71-77 and 80).

2. Arrange/Schedule the most cost-effective, non-emergency medical transportation service appropriate for the needs of the recipient.

A. DOH Program Staff will identify those individuals who have reached their 21

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birthday and are receiving transportation services through the Comprehensive Day Rehab program funded by Medicaid.

B. Notify DSM (via disk) of all recipients approved for transportation to Medicaid funded Comprehensive Day Rehab services for which DOH will certify the state share and claim services under the terms of this agreement.

C. Notify DMS of all recipients who are on a waiting list for DOH transportation, and as the waiting list is updated, the updated listing will be forwarded to the DSM NEMT coordinator in disk format.

DMS will use the waiting list to identify those individuals who are eligible to receive NEMT to Comprehensive Day Rehab services through the broker. As individuals are moved from the waiting list to the approved list (item B) DOH will assume the responsibility for transport.

D. DOH program staff will report transportation costs for Medicaid eligible recipients receiving transportation from DOH as provided under the terms of this agreement.

3. Certify to DSS the provisions of the non-federal share for transportation services via completion of DMS Certification of General Revenue for the Department of Social Services Division of Medical Services Title XIX Transportation Program form (Appendix A) and on each invoice for Medicaid Administration of Transportation (Appendix B). DOH will supply DMS with a copy of their methodology for reimbursable DOH contracted transportation vendors for whom they will submit invoices for cost of transport of Medicaid recipients.

4. Provide, as requested by the state Medicaid agency, the information necessary to request Federal funds available under the state’s Medicaid match rate. Information will include at least: Recipient name; Medicaid Departmental Client Number (DCN); Date of Service; Name of Medicaid provider to whom recipient was transported; and actual cost of NEMT service and mileage.

A. Submit claims on a quarterly basis via Invoice for Medicaid Administration of Transportation form (Appendix B).

B. DOH will supply DMS with a copy of their methodology for reimbursing DOH contracted transportation vendors for whom they will submit invoices for cost of transport of Medicaid recipients.
5. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS any Federal funds which are deferred or ultimately disallowed or both arising from the administrative claims submitted by DSS on behalf of DOH/BSHCN.

6. Meet and consult on a regular basis, at least annually, with DSS on issues arising from this agreement.

7. Conduct all activities recognizing the authority of the state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.

8. Maintain all necessary information for a minimum of five (5) years to support the claims and provide HCFA any necessary data for auditing purposes.

9. Maintain confidentiality of client records and eligibility information received from DSS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement.

IV

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from January 1, 2000 and remain in effect until canceled by one or both parties. This agreement may be canceled 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 any 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 in effect. This agreement may be modified at any time by the written agreement of both parties.

Gary J. Stangler, Director  
Department of Social Services  
3/31/2000  
Date

Maureen Dempsey, M.D., Director  
for Department of Health  
8/16/00  
Date

TN# 00-07  
Supersedes TN# 96-31  
Approval Date MAY 05, 2000  
Effective Date 01/01/00
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 2/1/97
Approved Date ———
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 432.50 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 8/1/97
Approved Date ___
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 1/1/97
Approved Date
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.

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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

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Approved Date ______