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

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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.

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:

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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.
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

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