

# Embracing Partnerships



## How to Develop a Partnership

Missouri County Boards for People  
With Developmental Disabilities  
and the  
Missouri Division of Mental Retardation/  
Developmental Disabilities



Developed and approved by MACDDS and the Division of MRDD

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# Table Of Contents

<b>Section I</b>	<b>Introduction</b>	<b>Page</b>
	Introduction	5
	Fact Sheet	6
	General Considerations for Intergovernmental Agreements	7
	Memorandum of Understanding for HIPAA	8
	Map of SB40 Counties	12

<b>Section II</b>	<b>Glossary of Terms</b>	
	Terms, Definitions, and Web Links	14

<b>Section III</b>	<b>Description of Agreements</b>	
A.	Planning and Information Sharing Agreement	22
B.	Basic Funding and Services Agreement (Sample)	23
C.	Targeted Case Management Agreement (2 Samples)	29
D.	Expanded Funding and Services Agreement (2 Samples)	39
E.	Affiliated Community Service Provider (2 Samples)	60

<b>Section IV</b>	<b>Medicaid</b>	
A.	Waiver Information: Comprehensive Waiver	74
	Lopez Waiver	74
	Community Support Waiver	75
B.	OHCDS Information: Organized Health Care Delivery System	76
C.	Targeted Case Management Information: Targeted Case Management Description	77

# SECTION I

## INTRODUCTION

# Introduction

Since the early 1990's, County Boards and the Division have been forging partnerships focused on stabilizing and enhancing the local service delivery to a population served by both entities.

Currently, a variety of documents have emerged which range from Basic Funding and Service Agreements to Comprehensive Funding and Service Agreements. Each agreement is tailored to meet the needs of locally governed County Boards in cooperation and full partnership with the Division of Mental Retardation/Developmental Disabilities.

This educational booklet is divided into four sections to serve as a guide for future agreements. We hope that this booklet will prove helpful in developing new and stronger partnerships in the years ahead. Representatives of the County Board Association (MACDDS) and the Division are available to assist with the development and implementation of these agreements. Please contact the workgroup members, listed on page 2, for more information.

# Intergovernmental Agreements Between MRDD and County Boards

Fact Sheet, as of July 1, 2004

- 11 Regional Centers serve approximately 30,000 individuals; there are an estimated 100,000 Missourians who might qualify for Division services.
- There are 114 Counties in Missouri.
- 84 Counties have SB 40 Boards
- SB 40 Boards manage over \$84,556,727 on an annual basis in County Mill Tax dollars
- 40 counties are members of the MACDDS
- Through contributions to the Mental Health Trust Fund or certification of local tax dollars as match, more than 55 counties use local tax revenue of \$10 million to generate more than \$25 million in services.
- 18 Counties provide Targeted Case Management Services: Boone, Buchanan, Cole, Cooper, Franklin, Greene (Aug 1, 2004), Pike, Jasper, Jefferson, Miller, Moniteau, Montgomery, Pettis, Pike, Platte, Saline, St Francois, St Louis City.
- The Division has entered into two ACSP agreements: one with Boone County and a second for Pettis-Saline.

## General Considerations for Intergovernmental Agreements (These may not apply to all agreements)

1. The Regional Center will continue to be responsible for eligibility determination and re-assessment.
2. General Revenue State dollars will follow the client in and out of the county. A mechanism shall be developed to allow for enhancement and stabilization of service delivery systems, as well as continuity of care for consumers.
3. Regional Centers and County Boards will mutually agree on the target population to be served in each county. The County may serve any individuals eligible for Division of MRDD services or a defined subset of eligibles that the two entities mutually agree upon.
4. The Department and County shall abide by all rules, regulations and laws that are applicable.
5. All consumers shall have a Person Centered Plan developed in cooperation with the Division or County Board, as applicable.
6. Current Technical Assistance manuals such as The Targeted Case Management Technical Assistance Manual and the Case Management Manual will be used as “guidelines” for best practices and as technical assistance. They will be referenced in the intergovernmental agreements.
7. The County shall have an integrated, client specific management and financial information system which will allow the State to track clients on an individual basis and will be linked with CIMOR, the Division’s data tracking system.
8. In partnership, the County and the Division shall develop quality assurance and monitoring functions.
9. The Division of MRDD will continue to be responsible for abuse/neglect investigations, but will work with the county as appropriate. This in no way restricts counties from conducting their own investigations.
10. When the Division is providing funding to a County, the County shall participate in all withholds, core cuts, and any allocation of additional dollars received by the Division, as applicable. The Division and County representatives shall develop a strategy for this participation if the legislative intent is to reduce funding.
11. The Division and the County shall participate in joint planning. The Regional Center and the County Board shall have same performance plan expectations and these outcomes will be measured in a similar manner.
12. Intergovernmental Agreements shall have the long range goal of stabilizing and enhancing the service delivery system.

# Memorandum of Understanding Between the Missouri Department of Mental Health and County/City Boards (S.B. 40 Boards)

This HIPAA Memorandum of Understanding (“MOU”) is entered into on this, the \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Missouri Department of Mental Health (DMH) and the \_\_\_\_\_ County/City Board (SB 40 Board). DMH is a Covered Entity, and this MOU applies to DMH and its state-operated facilities. The SB 40 Board is a public governmental body (610.010 RSMo.) with whom DMH may exchange and to whom DMH may disclose confidential information (630.140 RSMo.) for purposes related to the coordination of public benefits for individuals with developmental disabilities. If an agreement or contract already exists between the DMH and the SB 40 Board, this MOU supplements and is made part of the existing agreement. The MOU is effective as of \_\_\_\_\_, 2004 (“Effective Date”) and this MOU will govern the manner in which DMH and the SB 40 Board will protect, use, disclose and handle PHI, and this MOU is in accordance with 45 CFR Section 164.504 as well as 610.140.3 (10) and 610.140.4 RSMo.

## WITNESSETH:

**WHEREAS**, the interaction between DMH and SB 40 Board is governed by a variety of sources, including existing and all future Agreement(s), as well as state and federal law, under which DMH shares Protected Health Information (“PHI”) with SB 40 Board, PHI as defined by the Standards for Privacy of Individually Identifiable Health Information (“Privacy Regulations”) of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**WHEREAS**, SB 40 Board may receive PHI on behalf of DMH while providing functions necessary to provide coordination of benefits and services for individuals with developmental disabilities, and

**WHEREAS**, both parties recognize the importance of and are committed to protecting the privacy and confidentiality of any PHI disclosed to the other pursuant to this MOU, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and any regulations promulgated thereunder by the U.S. Department of Health and Human Services, and

**WHEREAS**, DMH receives considerable benefit from its interactions with SB 40 Board and wish to continue their relationship in the future, and

**WHEREAS**, the purpose of this Agreement is to satisfy the requirements of HIPAA and any regulations promulgated thereunder, including, but not limited to,

Title 45, Parts 160 and 164 of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time, and

THEREFORE, the parties agree to the following:

### **Section I. Definitions.**

Terms used, but not otherwise defined in this MOU shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

“Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g) and recognized as such by the respective Department.

“Protected Health Information” or “PHI” shall have the same meaning assigned to that term in 45 CFR 164.501, except that it shall be limited to information created or received by either DMH or SB 40 Board on behalf of the other and shall be limited to the following identifiers: client name, birth date, address, services currently received, amount of service, dates of authorized service, waiting list services, guardian contact information, and Medicaid Waiver eligibility.

“Secretary” shall mean the Secretary of the Department of Health and Human Services or designee.

### **Section II. Obligations and Activities of DMH and SB 40 Board, Including Permitted Uses and Disclosures**

(a) *Permitted Uses and Disclosures.* DMH and SB 40 BOARD agree that neither it nor any member of its workforce will use or disclose PHI obtained from the other in any manner or for any reason other than those expressly set out in this MOU or required by law. Further, that DMH and SB 40 BOARD shall not request each other to use or disclose PHI obtained from the other in any manner that would not be permissible under the Privacy Rule, except for those practices permitted by the Privacy Regulations.

(b) *Safeguards.* DMH and SB 40 BOARD agree to use appropriate safeguards to prevent use or disclosure of PHI in any manner or for any reason other than those set out in this MOU or required by law.

(c) *Workforce Training.* DMH and SB 40 BOARD agree that any member of its workforce who work directly with or may come into contact with PHI will receive their respective Agency’s training curriculum on HIPAA/confidentiality policies and procedures, if applicable, as well as that Agency’s duties pursuant to this Agreement. Each Agency will have a HIPAA sanctions policy, if applicable.

(d) *Reporting of Wrongful Use or Disclosure of PHI.* DMH and SB 40 BOARD agree that if either learns of any use or disclosure of PHI obtained from the other by the DMH or SB 40 BOARD or any member of its workforce in any manner or for any

reason other than those set out in this MOU or required by law, it shall immediately take action to stop the unauthorized use or disclosure, and further it will report such wrongful use or disclosure to the other Agency within five (5) business days of its discovery. The report shall include: the date of the disclosure; the person to whom the disclosure was made; the address of the person to whom the disclosure was made, if known; a brief description of the PHI released; the purpose of the disclosure; and any corrective action the entity or body is taking to try to ensure such disclosures do not occur in the future.

(e) *Disclosure of PHI to SB 40 BOARD's Agents.* SB 40 Board may not redisclose PHI obtained from DMH.

(f) *Amendments to PHI.* DMH maintains PHI in a Designated Record Set, and it may agree to make any amendment(s) to such PHI as was disclosed to the SB 40 BOARD.

(h) *Provide Accounting of Disclosure of PHI.* SB 40 BOARD agrees to: (1) document such uses or disclosures of PHI and all necessary information related to such uses or disclosures as would be necessary for DMH to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and (2) provide such documentation to the requesting Agency not to exceed fifteen (15) business days, so that the requesting Agency may respond to any request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. 164.528. At a minimum, SB 40 BOARD shall provide DMH with the date of the disclosure, the name of the entity or person who received the PHI and (if known) the address of such entity or person. SB 40 BOARD agrees to maintain an access log to document DMH's accessing such PHI. SB 40 BOARD has stated assurances to DMH that no one other than DMH staff shall have access to DMH PHI records.

(i) *Mitigate Losses.* DMH and SB 40 BOARD agree that if either has knowledge of any harmful effect of a use or disclosure of PHI by it that would violate this MOU, it will mitigate such effect, to the extent practicable.

(j) *Permitted Uses and Disclosures.* DMH and SB 40 BOARD shall not use one another's PHI except for: (i) the purpose of performing each Agency's obligations to the other under any existing or future agreement or contract between DMH and SB 40 BOARD or (ii) any other purpose specifically permitted under this MOU. Further, DMH and SB 40 BOARD shall not use PHI, created, received or disclosed pursuant to this MOU in any manner that constitute a violation of the Privacy Rule except for the uses found in subsection (b) of this Section. The typical permitted uses or disclosures would be those for treatment, payment and/or healthcare operations as defined in 45 CFR Section 164.501, et seq.

(k) *Additional Uses and Disclosures.* i. Except as otherwise limited in this MOU DMH may use or disclose PHI and SB 40 BOARD may use PHI for the proper

management and administration of each Agency or to carry out its legal responsibilities, provided that disclosures are required by law, or the appropriate Agency obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed *only* as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Agency of any instances of which it is aware in which the confidentiality of the information has been breached.

ii. As permitted by 45 CFR 164.504(e)(2)(i)(B), DMH may use or disclose PHI and SB 40 BOARD may use PHI to provide data aggregation services to each other.

(l) DMH agrees to provide SB 40 BOARD with its notice of privacy practices in accordance with 45 C.F.R. 164.520, as well as any changes to such notice.

(m) DMH agrees to notify SB 40 BOARD of any restrictions to the use or disclosure of PHI that the Agency has agreed to in accordance with 45 CFR 164.522.

### **Section III Amendment**

DMH and SB 40 BOARD may jointly amend this MOU at any time in order to maintain compliance with HIPAA or any HIPAA regulation, ruling, interpretive policy or opinion, or any case law decision or Office for Civil Rights opinion.

### **Section IV Material Breach**

If either DMH or SB 40 BOARD become aware of any pattern of activity or practice by the other which may constitute a material breach of any of the provisions of this MOU, it will notify the other within two (2) business days and discuss possible remedial action.

### **Section V Term**

This MOU begins on the Effective Date and remains in effect until all PHI is destroyed or returned to the original Agency.

### **Section VI Miscellaneous**

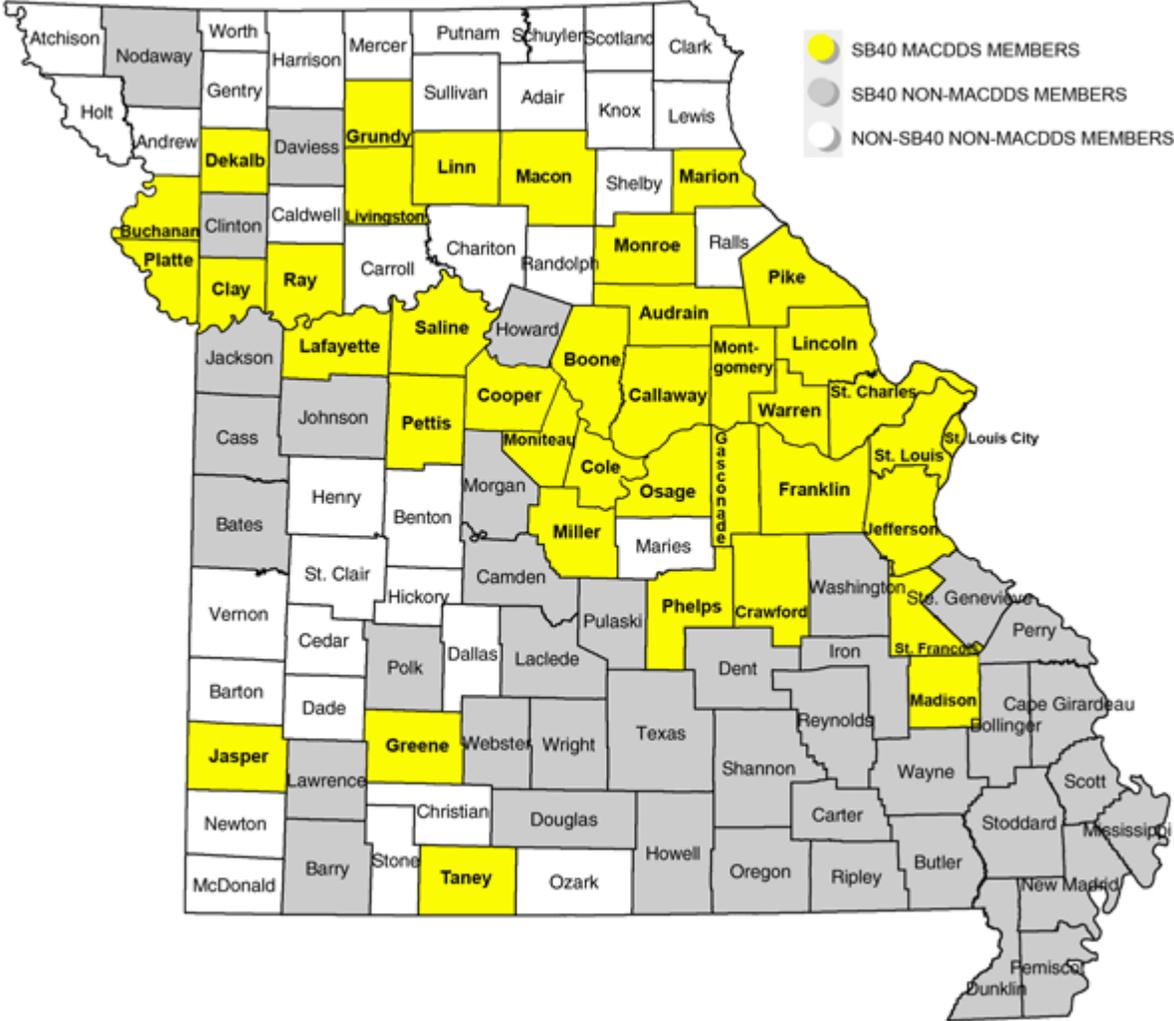
*Disclaimer.* DMH and SB 40 BOARD are each solely responsible for its decisions regarding safeguarding PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU as of the MOU Effective Date.

\_\_\_\_\_  
Department of Mental Health      Date

\_\_\_\_\_  
SB 40 Board Officer Date

# MACDDS MEMBER COUNTIES IN MISSOURI



Map located on MACDDS Website  
[www.MACDDS.org](http://www.MACDDS.org)

# SECTION II

## GLOSSARY OF TERMS

# Glossary

**Accreditation** - CARF - The Commission on Accreditation of Rehabilitation Facilities is an independent, not-for-profit organization that reviews and grants accreditation services nationally and internationally on request of a facility or program.

The Council on Quality and Leadership in Supports for People with Disabilities. Accreditation with The Council offers organizations and networks:

- an objective, external measurement of the quality of services
- support and direction for ongoing quality enhancement
- recognition of excellence

**ACSP** - Affiliated Community Service Provider, (9 CSR 25-2.105)  
See agreement E., in this booklet.

**Appeal** - Anytime an adverse action is taken or a decision is made related to Medicaid eligibility, MRDD Waiver Program participation or access to specific waiver services, the individual has the right to request an appeal. Examples of adverse actions include:

- (1) An individual is determined ineligible for Medicaid;
- (2) An individual requests services through the waiver but is denied participation in the program;
- (3) An individual participating in the waiver is denied a waiver service; or
- (4) The level of services a participant has received in the past is reduced without the consumer's (or his/her guardian's) consent.

Appeals related to Medicaid eligibility decisions are the responsibility of the Department of Social Services, Division of Family Services (see 13.6.A(2)). When the appeal concerns MRDD Waiver Program participation or access to waiver services, an individual has appeal rights with both the Departments of Mental Health and Social Services, Division of Medical Services. While not required to do so, MRDD Waiver participants are encouraged to begin with the Department of Mental Health's appeal process. The individual may, however, appeal to the Division of Medical Services, before, during or after exhausting the Department of Mental Health process.

Once an individual begins the appeal process through the Department of Social Services, an appeal process through

Department of Mental Health shall not begin, or if in process will terminate, since the Department of Social Service is the single State Medicaid Agency and any decision through that agency would supercede a decision made by Department of Mental Health. The individual's service coordinator will assist the individual with either of these appeal processes (see Section 14.8 for more details).

**Certification** - The Licensure and Certification Unit provides quality oversight to Department of Mental Health agencies, both public and private, in the State of Missouri. This oversight is carried out in order to license or certify these facilities or programs that offer services to consumers of the Division of Comprehensive Psychiatric Services (CPS), Alcohol and Drug Abuse (ADA) and Mental Retardation/Developmental Disabilities (MRDD). That monitoring ensures that providers maintain compliance with applicable state standards and remain consistent with the Department of Mental Health's vision, principles of practice, and values.

**CIMOR** - The Customer Information Management, Outcomes, and Reporting system is the department's initiative to replace current DMH central and facility information systems. CIMOR will be more than a processing system. It will allow DMH stakeholders better access to data with meaningful, accurate reports. It will provide data for performance measurement and practice guidelines. And, it will ensure better quality services for our customers. The system will also be accessible over the department's private network.

**CMS** - Centers for Medicare and Medicaid Services, formerly known as Health Care Financing Administration (HCFA), the Federal Medicaid Agency

**County Board** - See also SB 40 Board RSMo 205.968.972

**CSR** - Code of State Regulations  
<http://www.sos.mo.gov/adrules/csr/csr.asp>

**DD** - Developmental Disability

Missouri Definition of Developmental Disability --A disability which--

1. Is attributable to--
  - A. Mental retardation, cerebral palsy, epilepsy, head injury, autism or a learning disability related to a brain dysfunction; OR
  - B. Any other mental or physical impairment or combination of mental or physical impairments;
2. Is manifested before the person attains age twenty-two (22);

3. Is likely to continue indefinitely;
4. Results in substantial functional limitations in two (2) or more of the following six (6) areas of major life activities: self-care, receptive and expressive language development and use, learning, self-direction, capacity for independent living or economic self-sufficiency and mobility; AND

Federal Definition - 42 CFR 435.1009 defines “Persons with related conditions” as follows:

“Persons with related conditions” means individuals who have a severe, chronic disability that meets all of the following conditions:

- (a) It is attributable to –
  - (1) Cerebral palsy or epilepsy; or
  - (2) Any other condition, other than mental illness, found to be closely related to mental retardation because this condition results in impairment of general intellectual functioning or adaptive behavior similar to that of mentally retarded persons, and requires treatment or services similar to those required for these persons.
- (b) It is manifested before the person reaches age 22.
- (c) It is likely to continue indefinitely.
- (d) It results in substantial functional limitations in three or more of the following areas of major life activity:
  - (1) Self-care
  - (2) Understanding and use of language
  - (3) Learning
  - (4) Mobility
  - (5) Self-direction
  - (6) Capacity for independent living

- DMH** - Department of Mental Health  
<http://www.dmh.missouri.gov/index.htm>
- DMRDD** - Division of Mental Retardation and Developmental Disabilities  
<http://www.dmh.missouri.gov/mrdd/index.htm>
- DMS** - Division of Medical Services, in the Department of Social Services; the state Medicaid agency
- ICF/MR** - Intermediate Care Facility for persons with Mental Retardation. The Division of MRDD operates six Habilitation Centers that are, in whole or in part, certified as ICF/MR. There are a few privately operated ICF/MR facilities in the state.

**IHP** - Individualized Habilitation Plan. Similar documents may be called Person Centered Plan or Personal Plan

**IPC** - Individualized Plan of Care - the funding document from the Person Centered Plan (PCP)

**MACDDS** - Missouri Association of County Developmental Disabilities Services  
<http://www.macdds.org/>

**Medicaid Waiver** - Home and Community Based Waiver (HCB) Waivers

1. Comprehensive Waiver - This HCB waiver provides a comprehensive array of MRDD services including residential services.

2. Lopez Waiver - This waiver program for children under 18, otherwise ineligible for Medicaid due to parental income and resources; children must live with family, have a permanent and total disability, require habilitative (waiver) services, and be financially eligible based on their own income and resources.

3. Community Support Waiver - This HCB waiver includes all of the services in the comprehensive waiver except for residential services. There is a cost cap of \$20,000 in the CSW.

<http://www.dmh.missouri.gov/mrdd/progs/hcbw.htm>

**Medicaid Waiver Services** - Partial Listing of Most Frequently Used Services  
Definitions taken from MRDD Waiver Manual  
Section 13

<http://www.medicaid.state.mo.us/lpBin22/1pext.dll?f=templates&fn=main-j.htm>

Adaptive Equipment - Specialized Medical Equipment and Supplies; includes devices, controls or appliances that increase a person's ability to perform activities of daily living, items necessary for life support, ancillary supplies and equipment necessary to the proper functioning of such items, and durable and non-durable medical equipment *not* available under the Medicaid State Plan.

Day Habilitation - Day habilitation is provided to enable individuals to achieve optimal physical, emotional, sensory and intellectual functioning. The purpose of the service is to enable and increase independent functioning, physical health and development, language and communication development, cognitive training, socialization, community integration, domestic and economic management, functional skills development (ADLs, IADLs), behavior management, responsibility, and self-direction. Services may include training families in treatment, intervention and support methodologies and in the care and use of equipment. Day habilitation services may also include coordination and intervention with the individual, family, professionals, and others

involved with the individual, as needed to implement the person centered plan and as directed by the planning team with the approval of the regional center.

Home Modification or Environmental Accessibility Adaptations - those physical adaptations to the home, required by the individual's plan of care, which are necessary to ensure the health, welfare, and safety of the individual, or which enable the individual to function with greater independence in the home and without which the individual requires institutionalization.

Personal Assistant - Personal assistant services include assistance with any activity of daily living (ADL) or instrumental activity of daily living (IADL). Assistance for ADLs include bathing, toileting, transfer and ambulation, skin care, grooming, dressing, extension of therapies and exercise, care of adaptive equipment, meal preparation, feeding and incidental household cleaning and laundry. IADLs include shopping, banking, budgeting, using public transportation, social interaction, recreation and leisure activities and assistance with IADLs includes accompaniment, coaching and minor problem-solving necessary to achieve increased independence, productivity and inclusion in the community. While ordinarily provided on a one-to-one basis, personal assistance may include assisting up to three individuals at a time.

Respite Out of Home - Out of home respite care consists of temporary care provided outside the home in a licensed or accredited Residential Care Facility (RCF) for a period of no less than 24 hours by trained, qualified personnel, on an intermittent basis. The purpose of respite care is to provide temporary relief to the customary caregiver. As much as is practically possible, the individual's regular programs are maintained while in respite care.

Residential - Residential habilitation services provide care, skills training in activities of daily living, home management and community integration, and supervision (protective oversight). Residential habilitation can be offered in the following types of licensed, certified or accredited Community Residential Facilities (CRF) for individuals with MRDD: group homes, residential centers and semi-independent living situations.

Transportation - Transportation is reimbursable when necessary for an individual to access waiver and other community services, activities and resources specified by the plan of care. Transportation under the waiver shall *not* supplant transportation provided to providers of medical services under the state plan as required by 42 CFR 431.53, nor shall it replace emergency medical transportation as defined at 42 CFR 440-170(a) and provided under the

state plan. State plan transportation is provided to medical services covered under the state plan, but *not* to waived services which are *not* covered under the state plan. Transportation is a cost effective and necessary part of the package of community services that prevent institutionalization.

**MHTF - Mental Health Trust Fund** – A fund created by the Department of Mental Health. Counties can make deposits into the fund to be used as the state match for waiver services. County funds are matched by Federal Funds 40/60.

**MRDD** - Mental Retardation/Developmental Disabilities

**Olmstead Decision** - The June 22, 1999, U.S. Supreme Court decision in *Olmstead v. L.C.*, was based on the court's interpretation of the Americans With Disabilities Act (ADA). Title II of the ADA requires that any entity administering public funds must ensure services, programs, and activities are provided in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

**OHCDs** – Organized Health Care Delivery System

**PCP** – Person Centered Plan – the document created by the individual, his family, and others outlining supports and services needed.

**QMRP** - Qualified Mental Retardation Professional – a person qualified by education and experience to provide and oversee services in the waiver.

**Quality Framework** -The Division's Quality Assurance system is called Quality Framework: A Customer Focused System to meet the state's obligation and responsibility to:

1. Safeguard people, and our person-centered values, and
2. Enhancement of individuals' Quality of Life

The main purpose of Quality Assurance is to make sure that what is intended is actually happening.

**RC - Regional Center** – Eleven Regional Centers in Missouri provide intake, eligibility determination, Case Management, Personal Plan Development, Provider enrollment and Quality Assurance. In some counties, these services are provided in conjunction with the county.

**SB-40 Boards** – Senate Bill 40 Boards, also referred to as County Boards. A Board appointed by a County Commission to oversee county funds approved for services for people with a developmental disability. RSMo 205.968-972.

**TCM** -Targeted Case Management . Case management is provided to all individuals who are eligible for DMRDD services. Eligible, approved counties, may also provide this service. When case management is provided to individuals eligible for MRDD services who are Medicaid eligible, the service is billed to Medicaid as Targeted Case Management.

**UR - Utilization Review.** A system developed by DMRDD to help identify essential services and to prioritize services on a waiting list.

### **Other Providers, Organizations and Services**

**First Steps** – offers coordinated services and assistance to young children with special needs and their families. First Steps is designed for children, birth to age 3, who have delayed development or diagnosed conditions that are associated with developmental disabilities.

**Sheltered Workshops** – A sheltered workshop operates much like any other light assembly or service shop, except that the employees are adults whose physical or mental disabilities currently prevent them from competing for regular employment. Employees are paid on a piece-rate basis according to their ability to produce, compared with non-disabled workers who would be paid the prevailing wage for the job. Although most workshop employees earn less than the minimum wage, the workshop provides them a place to perform meaningful work and lead productive lives.

# SECTION III

## DESCRIPTION OF AGREEMENTS (WITH SAMPLES INCLUDED)

- A. Information and Resource Sharing Agreement
- B. Basic Funding and Services Agreement
- C. Targeted Case Management (TCM) Agreement
- D. Expanded Funding and Services Agreement
- E. Affiliated Community Service Provider (ACSP)

## **A. PLANNING AND INFORMATION SHARING AGREEMENT**

The Division of MRDD cooperates with non-state governmental agencies and the private sector in establishing, conducting, integrating, and coordinating mental retardation and developmental disabilities programs and projects. County Boards were established for the purpose of providing and/or funding services to persons with developmental disabilities in their counties.

Therefore, the Division of MRDD and a County Board may agree to share information in order to accomplish their respective purposes. This information may include, but is not limited to, demographic data, funding agreements, client-specific data, trend analysis, waiting list information, utilization review data, and person-centered plans.

A Planning and Information Sharing Agreement includes the HIPAA Memorandum of Understanding that governs the manner in which the Division of MRDD and the County Board protects, uses, discloses, and handles Protected Health Information (PHI).

See HIPAA Memorandum of Understanding on page 8.

## **B. BASIC FUNDING AND SERVICES AGREEMENT**

This is an agreement between a County Board and the Division of Mental Retardation/Developmental Disabilities (DMRDD) which permits the County to deposit money into the Mental Health Trust Fund (MHTF) in order to use those funds as the state match money for federal Medicaid dollars. This is approximately a 40/60 match arrangement under which the county can spend two dollars of county/state funds to purchase five dollars worth of services. Under certain conditions, counties may certify the match instead of sending it to the MHTF.

The County may specify which Medicaid waiver programs/services or Medicaid eligible consumers it wants to fund. Items in the agreement, such as covered participants, services to be provided, providers to be supported and shared funding with the Regional Center can be negotiated.

While the Division is interested in promoting agreements whereby the County agrees to cover the State share of services, the Division will also consider agreements that require the County and the Regional Center (RC) put up equal amounts (20%) of matching funds in a partnership relationship. That is, the County and the Division each pay half of the State's 40% share.

- All Medicaid Waiver services in the DMRDD Service Catalog may be covered
- The services counties most frequently supported are Residential (Group Home), Supported living, Day Habilitation, Personal Assistant, Respite, Adaptive equipment, Home Modification, Transportation
- Matching arrangements with the Regional Center must be negotiated with the RC.
- County funds deposited into the MHTF will not lapse.
- Reports of services delivered are provided by the Regional Center
- The County must make timely deposits into the MHTF, but the frequency of deposits can be negotiated with the Regional Center
- These agreements are approved annually. Counties may elect to cover certain short term or one time only projects such as adaptive equipment or home modifications or longer term needs such as residential supports.
- When a county agrees to make a new deposit into the MHTF, the RC will agree to not automatically withdraw state funds from that county. The RC can provide regular reports.

**\*\*\*SAMPLE\*\*\***

MEMORANDUM OF AGREEMENT BETWEEN THE  
COUNTY BOARD FOR THE DEVELOPMENTALLY DISABLED  
AND  
THE DEPARTMENT OF MENTAL HEALTH  
DIVISION OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES  
  
COOPERATIVE FUNDING OF MEDICAID WAIVER  
MATCH FOR RESIDENTIAL SERVICES

(EFFECTIVE JANUARY 1, 2004)

WHEREAS, the County Board for the Developmentally Disabled (hereinafter "Board") and the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities (hereinafter "DMH"), desire to affect an increase in community-based residential options for County citizens with developmental disabilities; and

WHEREAS, the Board is agreeable to contributing matching funds under the Missouri Home and Community-Based Waiver for habilitative training services for eligible County residents with Developmental Disabilities, subject to the following conditions and guidelines.

NOW, THEREFORE, it is hereby agreed as follows:

1. CREATION AND USE OF FUNDS

During the term of this Agreement the Board shall deposit certain sums of money quarterly, as provided in paragraph 5 hereof, into the Mental Health Trust Fund (hereinafter "Trust Fund") said money to be used by the DMH to obtain matching federal funds pursuant to the authority granted the DMH in House Bill No. 10 passed by the General Assembly in 1991. Thereafter, the DMH shall use such combined Board and federal matching funds to provide services for County residents with developmental disabilities (hereinafter "Clients) in accordance with the guidelines hereinafter set forth.

2. ELIGIBILITY

(a) Clients shall be those persons who are County residents as determined by law in the State of Missouri, who have developmental disabilities as defined in Section 205.968 RSMo.

3. SERVICES

(a) Residential providers must be licensed and/or certified in accordance with State laws and regulations governing such entities.

(b) The residential placement facility must be located within the boundaries of County.

(c) Residential providers must be not-for-profit corporations organized pursuant to the laws of the State of Missouri.

(d) Residential providers must be accredited by AC/DD or CARF at the time they commence services or within three (3) years thereafter, or otherwise be approved by the Board. Residential providers may apply to the Board for funds for expenses associated with the accreditation process.

(e) Priority shall be given to services rendered consistent with the supported living model.

4. FUNDING

(a) Payment of Board funds shall be limited to those expenses attributable to the residential habilitation or waiver purchase-of-services approved in the Missouri Home and Community-Based Waiver.

(b) Payment for services shall not exceed the Medicaid Wavier cap established in a given fiscal year for Missouri.

(c) Funds may be utilized to grant rate increases to residential services existing prior to the effective implementation of this Agreement but only to the extent as set forth in paragraph 5 (a).

(d) It is understood that the DMH Rate Setting Rule in not applicable to supported living.

5. PAYMENT (SAMPLE 1)

The Board shall deposit into the Trust Fund, (amount spelled out here) (\$000.00) in quarterly allotments of (amount spelled out here (\$000.00) due February 1, May 1, August 1, and November 1, 2004.

(a) The Board's funds shall be used in the following amounts for the stated purpose:

1. Independent Supported Living \$000.00 to be used for Medicaid waiver match funds for Residential Habilitation.

A. (provider) Individual Supported Living not to exceed \$000.00 (with the Board paying one-half of the Medicaid Waiver Match, which amounts to \$000.00).

B. (provider) Individual Supported Living not to exceed \$000.00 (with the Board paying a \$00.00 per diem for # individuals not to exceed \$000.00 and \$00.00 per diem for 1 individual not to exceed \$000.00).

2. Residential Habilitation, (provider), \$000.00, based on full occupancy spent as follows:

A. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00.

B. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00 and \$00.00 per diem for # clients not to exceed \$000.00.

C. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00 and \$00.00 per diem per client for # clients not to exceed \$000.00.

D. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00.

E. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00.

F. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00 and \$00.00 per diem per client for # client not to exceed \$000.00.

G. (home) - \$0.00 per diem per client for # clients not to exceed \$000.00.

3. Habilitative Training Services, up to \$000.00 spent as follows:
  - A. (provider) - Developmental Habilitative Training (Group) \$ per hour for each one hour of service provided to clients, not to exceed \$000.00.
4. Therapies for adults, not to exceed \$000.00 spent as follows:
  - A. (provider) adult therapies at \$00.00 per hour for waiver match not to exceed \$000.00.
5. Personal assistant services at (provider), not to exceed \$000.00.
6. Supported Employment, \$000.00.
7. Residential Placement, \$000.00.
8. ISL Direct Service, \$000.00.

(b) The DMH shall, on the 15<sup>th</sup> day of the month preceding the quarter for which the deposit is to be made by the Board, notify the Board of the amount of deposit to be made, said amount to be in direct proportion to the funds needed by the DMH for that quarter for the purposes specified herein, but not to exceed \$000.00 plus any amounts not requested and utilized in previous quarters of the same fiscal year.

(c) On an annual basis, the Springfield Regional Center shall furnish to the Board an accounting of the expenditures made by the DMH under this Agreement for the previous year, including the matching funds. All credits to the Board, i.e. unused funds, shall be applied to the Board's contribution for the succeeding year.

(d) DMH assumes full responsibility for payment to residential providers retained pursuant to this Agreement.

## 5. PAYMENT (SAMPLE 2)

The Board shall deposit into the Trust Fund, (amount spelled out here) (\$0000.00) based on monthly invoices as provided by DMH.

- (a) The Board's funds shall be used in the following amounts for the stated purpose:
  2. Residential Habilitation, (provider), \$000.00, based on full occupancy for 10/1/03 through 6/30/04, spent as follows:
    - A. (home) - \$00.00 per diem per client for # clients not to exceed \$000.00.

**Please note:** The annualized amount will be \$000.00 in matching funds beginning July 1, 2004.

(b) The DMH shall, monthly notify the Board of the amount of deposit to be made, said amount to be in direct proportion to the funds needed by the DMH for that month for the

purposes specified herein, but not to exceed \$000.00 plus any amounts not requested and utilized in previous months of the same fiscal year

(c) On a monthly annual basis, the Regional Center shall furnish to the Board an accounting of the expenditures made by the DMH under this Agreement for the previous month, including the matching funds.

(d) DMH assumes full responsibility for payment to residential providers retained pursuant to this Agreement.

#### 5. PAYMENT (SAMPLE 3)

The Board shall deposit into the Trust Fund (amount spelled out here) (\$000.00) in quarterly installments of (amount spelled out here) (\$000.00) due January 15, April 15, July 15 and October 15, 2004.

(a) The Board's funds shall be used in the following amounts for the stated purpose:

1. (amount spelled out here) (\$000.00) to be used for Medicaid Waiver Matching Funds for the cost of all habilitative services and/or habilitative training.
2. (amount spelled out here) (\$000.00) to be used for Medicaid waiver Matching Funds for the cost of personal assistant services.

(b) The DMH shall, on the 15<sup>th</sup> day of the month preceding the quarter for which the deposit is to be made by the Board, notify the Board of the amount of deposit to be made, said amount to be in direct proportion to the funds needed by the DMH for that quarter for the purposes specified herein, but not to exceed \$000.00 plus any amounts not requested and utilized in previous quarters of the same fiscal year.

(c) On an annual basis, the Regional Center shall furnish to the Board an accounting of the expenditures made by the DMH under this Agreement for the previous year, including the matching funds. All credits to the Board, i.e. unused funds, shall be applied to the Board's contribution for the succeeding year.

(d) DMH assumes full responsibility for payment to residential providers retained pursuant to this Agreement.

#### 6. MONITORING

(a) The Board shall have no responsibility for licensing, quality assurance, placement or any other responsibility of the DMH as defined by Missouri statutes.

(b) The DMH shall provide the Board with documents relative to the implementation/monitoring of this Agreement at the request of the Board, including, but not limited to, Medicaid waiver provider audits, Medicaid waiver certification verification, and Federal Medicaid Waiver state audits.

#### 7. TERM

This Agreement shall be in effect for a period of one (1) year and shall be automatically extended for successive one (1) year terms unless terminated as herein provided.

8. TERMINATION

Either party may terminate this Agreement only by giving at least Twelve (12) months' written notice of its intent to do so to the other party.

9. ALTERATION

The terms of this Agreement may only be altered in writing as agreed by both parties.

10. FEDERAL FUNDING CONTINGENCY

This agreement between the Board and DMH shall be contingent upon federal funding. The Board shall only be obligated to provide funding to the DMH to the extent that Federal Funds are available.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates written:

\_\_\_\_\_  
Chairman, County Board for the Developmentally Disabled      Date

\_\_\_\_\_  
Director, Division of MR/DD      Date

\_\_\_\_\_  
Deputy Director, Division of MR/DD      Date

\_\_\_\_\_  
Deputy Director for Administration (MH)      Date

\_\_\_\_\_  
Director, Regional Center      Date

## C. TARGETED CASE MANAGEMENT (TCM) AGREEMENT

Counties may become providers of Targeted Case Management Services. The County must certify the 40% State share of the cost of providing TCM, and bills Medicaid directly for TCM services provided to Medicaid eligible consumers receiving the 60% Federal share in payment.

- The County must enroll with the Division of Medical Services as an MRDD TCM Provider. Enrollment forms are obtained from the Division of MRDD for approved counties.
- In a typical example, counties agree to be responsible for the 40% state share of new TCM costs.
- Counties are asked to agree to certify the match. This is done on the MRDD TCM Medicaid provider enrollment forms. The county is basically declaring it's cost in providing the MRDD TCM services is sufficient to cover the 40% match.
- Counties bill directly to Medicaid and receive the federal portion (60%) of the billed amount in payment.
- Counties may bill TCM to Medicaid when TCM qualified services are provided to individuals who are Medicaid eligible.
- Counties must follow the same guidelines as Regional Centers for documenting services. Consumers who are eligible for Medicaid received a quarterly report of all services that are billed to Medicaid on their behalf. The report shows the date of service, the amount of the service, the name of the provider and the amount of the service that was paid by Medicaid. This report includes physician services, waiver services, and TCM services billed by a County.

**\*\*\*SAMPLE\*\*\***

**INTER-GOVERNMENTAL AGREEMENT TO PROVIDE**

**CASE MANAGEMENT SERVICES**

**BETWEEN**

**COUNTY BOARD**

**AND**

**THE DIVISION OF MENTAL RETARDATION**

**AND DEVELOPMENTAL DISABILITIES**

**OF THE**

**DEPARTMENT OF MENTAL HEALTH**

**JULY 1, 2004 - JUNE 30, 2005**

## INTER-GOVERNMENTAL AGREEMENT

The Division of Mental Retardation and Developmental Disabilities, hereafter referred to as "**THE DIVISION**" has limited staff with which to provide case management to people who are eligible for its services. The \_\_\_\_\_ County Board, hereinafter referred to as "**THE COUNTY BOARD**", is a public entity recognized in statute and able to collect a mill tax for the support of persons with mental retardation and developmental disabilities case management services. These funds can serve as the state share of Medicaid costs. In order to insure access to case management at appropriate caseload sizes and subject to the conditions established in this agreement, **THE DIVISION** hereby approves The \_\_\_\_\_ County Board as a Medicaid targeted case management provider.

As governmental entities, **THE DIVISION** and **THE COUNTY BOARD**, seek an atmosphere of partnership, mutual respect, and cooperation in serving persons with developmental disabilities and their families by providing quality programs and services.

**THE REGIONAL CENTER** and **THE COUNTY BOARD** may share resources including technical assistance, information management systems, exchange records and reports and other resources deemed economical, efficient, and mutually beneficial to the joint implementation of this agreement.

**THE COUNTY BOARD** shall meet all requirements and assurances that relate to administering the waiver, as do **THE DIVISION** Regional Centers. These include, but are not limited to, assurance that case managers from both governmental entities not have a conflict of interest in accordance with State of Missouri Revised Statutes Section 105.452; that consumers are given free choice of services through the waiver or an ICF/MR; that when waiver services are selected, consumers are informed of qualified providers and allowed to choose a provider; and that plans of care are developed in accordance with the waiver certification principles.

**THE COUNTY BOARD** understands Targeted Case Management for persons who have mental retardation and developmental disabilities is a Medicaid program, and that the Department of Social Services, Division of Medical Services, through an interagency agreement has delegated all administration responsibilities for this program to the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities.

**THE COUNTY BOARD** shall be in compliance with **THE DIVISION** policies and standards for case management including monitoring and quality assurance functions as described in the Division's Technical Assistance Manual and for home and community based services as described in the MRDD Medicaid Waiver Program Manual, in accordance with State of Missouri Revised Statutes Section 630.020 as they

relate to eligibility, benefits and limitations, staff training and qualifications, cost accounting, monitoring, quality assurance, and free choice. These policies and standards shall be developed and distributed by **THE DIVISION** with the approval of the Division of Medical Services.

## **PLANNING**

**THE DIVISION** and **THE COUNTY BOARD** agree to exchange planning information, including, but not limited to, waiting list information maintained by the Division, prevalence and incidence studies, needs assessments, census reports for persons with developmental disabilities, and inventories of community services for \_\_\_\_\_ County.

## **CLIENTS TO BE SERVED**

County Case Management Programs are intended to benefit Medicaid and non-Medicaid persons with developmental disabilities as defined in State of Missouri Revised Statutes Sections 630.005 and 205.968 and their families residing in \_\_\_\_\_ County.

## **SERVICES IMPLEMENTATION**

**THE DIVISION** and **THE COUNTY BOARD** shall agree on referral and intake procedures. Determination of eligibility shall be the responsibility of **THE REGIONAL CENTER**, subject to Department due process as in all eligibility decisions. This will be done in compliance with the consent decree in the case of Alan Leake vs. C. Keith Schafer, et al and in accordance with the appeals process specified in the Home and Community Based Waiver. **THE DIVISION** and **THE COUNTY BOARD** shall ensure choice of case management provider for consumers receiving Targeted Case Management services. Consumers have the right to choose a provider upon being determined eligible for services. This choice shall be formally offered 30 days after eligibility is determined by **THE REGIONAL CENTER**, and at least annually during the review of the personal plan. Furthermore, a consumer request for a change of case manager and/or case management provider must be acted upon at any time during the year in accordance with **THE DIVISION** case management manual.

**THE COUNTY BOARD** Case Management Services will include services planning (Person Centered Plan development, review, and modification), service coordination and referral, monitoring, assessment, planning, and advocacy. Case management staff may provide Crisis Intervention and Community Specialist services under the Home and Community Based Waiver if the County Board is an approved MRDD Waiver provider for these services. Individuals receiving services through **THE COUNTY BOARD** will remain clients of **THE REGIONAL CENTER** and will have

the same access to funds for purchase of service as those consumers receiving case management through THE REGIONAL CENTER.

**THE REGIONAL CENTER** Director or designee shall sign all Individual Plans of Care (IPC's) issued by County Case Managers to assure that authorizations are in accordance with the Personal Plan, the Division's Utilization Review Process, and that the authorizations adhere to the Medicaid Home and Community Based Waiver.

**THE DIVISION** and **THE COUNTY BOARD** agree to have mutual access to staff development programs and training. **THE COUNTY BOARD** will be permitted to have a standing representative on the REGIONAL CENTER'S Utilization Review Committee.

If the Treatment Team or **THE COUNTY BOARD** Executive Director determines that a consumer has a condition of such a nature that, for the protection or adequate care of the consumer or others, the consumer has needs, which cannot best be met by case management offered by **THE COUNTY BOARD**, **THE COUNTY BOARD** Executive Director and **THE REGIONAL CENTER** Director shall meet to review the specifics of the case and will develop a mutually agreeable plan of care for the consumer. If resolution of such case cannot be resolved at **THE COUNTY BOARD** and **THE REGIONAL CENTER** level, they shall be referred to **THE DIVISION** District Deputy Director for disposition or other dispute resolution processes established by the Department of Mental Health and/or Medicaid. **THE COUNTY BOARD** may accept clients committed under RSMO 522 provided the client meets all rules and regulations established by the Department of Mental Health in relation to the care of such clients.

**THE REGIONAL CENTER** shall administer the Standard Means Test determining family/guardian/client ability to pay for services, and shall inform **THE COUNTY BOARD** of any and all direct pay or third party pay, and sources thereof, which the responsible party is assessed.

## **FUNDING**

**THE COUNTY BOARD** shall certify the state share for Targeted Case Management services it provides. The County Board's capacity to serve individuals may be limited by the availability of funds the agency can certify.

**THE COUNTY BOARD**, being a public entity shall agree to a reimbursement rate for case management determined in accordance with a methodology developed by the Division of Mental Retardation and Developmental Disabilities and approved by the Centers for Medicare and Medicaid Services (CMS). The **COUNTY BOARD** shall use the Federal funds generated by Targeted Case Management services to support case management functions and provide additional services to consumers in \_\_\_\_\_ County.

Consumers receiving services paid for with state funds shall continue to have those services funded by the state should they choose \_\_\_\_\_ County case management.

**THE COUNTY BOARD** shall be enrolled as a Targeted Case Management Provider, through the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities. Since **THE COUNTY BOARD** is certifying the state match portion, reimbursement from the Medicaid program will be the federal Medicaid share (approximately 60%).

**THE COUNTY BOARD** shall be responsible for billing the Medicaid program for reimbursement of Targeted Case Management services it provides. **THE COUNTY BOARD** shall be responsible for any federal funds which are deferred, and/or ultimately disallowed arising from a failure by **THE COUNTY BOARD** to comply with a federal requirement.

## **RECORDS AND INFORMATION EXCHANGE**

County Case Managers shall have access to **THE REGIONAL CENTER** client records, CIMS, MRDDIS, NAFS, authorization systems, and other systems necessary to provide support to individuals on their caseload.

**THE COUNTY BOARD** agrees that Targeted Case Management activities shall meet all conditions of the state and provider agreements with the Centers for Medicare and Medicaid Services.

Compliance with the Health Insurance Portability and Accountability Act (HIPAA) will be addressed in a separate Memorandum of Understanding between **THE DIVISION** and **THE COUNTY BOARD**.

All County Board Employees shall sign a "Confidentiality Statement" approved by **THE DIVISION** and **THE COUNTY BOARD**, protecting the confidentiality of all state and county records and information.

**THE COUNTY BOARD** and **THE DIVISION** agree that the \_\_\_\_\_ Regional Center maintain the original client record.

**THE COUNTY BOARD** shall retain financial records for seven years after the close of the State on Missouri current fiscal year, unless audit questions have arisen within the seven-year limitation and have not been resolved. **THE DIVISION** shall have access to **THE COUNTY BOARD** financial records related to TCM. **THE DIVISION** may conduct an audit of such records as needed. Should it become necessary following an audit by **THE DIVISION** may require **THE COUNTY BOARD** to cause an audit of TCM records by a Certified Public Accountant?

## **OTHER REQUIREMENTS**

**THE COUNTY BOARD** shall assure that the notice of right of appeal is given when limitations are imposed and shall assist recipients in making such appeals, and shall make its staff available to attend hearings pursuant to such appeal.

All recipients of services under the Home and Community Based Waiver are provided an opportunity for a fair hearing under 42 Code of Federal Regulations Part 431, Subpart E if they are denied the service (Home and Community Based Waiver Services or ICF/MR Services) or provider of their choice if the recipient chooses the MRDD Waiver Service Program. Denying service also includes placing any limitation on amount, duration, or scope of an MRDD Waiver service. Recipients and their guardians have a right to appeal any limitations imposed and they must be given notice of their right to appeal. Therefore, **THE COUNTY BOARD**, when providing Targeted Case Management to a person enrolled in the waiver, shall assure that the notice of right of appeal is given when limitations are imposed, shall assist recipient in making such appeals, and shall make its staff available to attend hearings pursuant to such appeals.

**THE COUNTY BOARD** agrees not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age.

The Department shall retain the responsibility for investigating abuse and neglect allegations in accordance with 9-CSR 10-5.200 and any subsequent revisions to that regulation. This section shall not limit, abridge, or restrict any inquiry **THE COUNTY BOARD** might otherwise conduct. By mutual consent, **THE COUNTY BOARD** and **THE REGIONAL CENTER** may cooperatively conduct investigations of abuse and neglect. The **COUNTY BOARD** in accordance with State of Missouri Revised Statute Section 630.167 may obtain a copy of the Department's abuse and neglect investigative reports, when appropriate. The **COUNTY BOARD** shall be obligated by statute to keep such information confidential. Case Managers employed by **THE COUNTY BOARD** are mandated reporters of suspected abuse or neglect under state law and shall report to \_\_\_\_\_ Regional Center such suspected abuse/neglect as occur in DMH contracted settings as required by 9 CSR 10-5.200.

During the course of providing TCM services to consumers receiving services from DIVISION contracted service providers, \_\_\_\_\_ County Case Managers may observe or receive reports of quality issues with providers. These issues shall be reported to the \_\_\_\_\_ Regional Center Quality Improvement Team.

## **TERM AND ANNUAL RENEWAL**

This agreement shall be for a term of one year, beginning July 1, 2004 and ending June 30, 2005. The parties agree that the terms of this agreement shall be automatically

renewed annually, subject to appropriation of annual funding by the General Assembly and **THE COUNTY BOARD**, unless either party gives the other written notice by certified mail, return receipt requested, of its intention to terminate same. Such notice of termination must be delivered to **THE DIVISION** Director or **THE COUNTY BOARD** Executive Director no later than May 1, 2005, for the first term, or May 1 of any renewal term.

This agreement shall not be subject to subsequent modification or change except by the written mutual consent of both parties. Either party may propose amendments to this agreement at any time during the agreement period. Amendments, which are mutually agreeable, shall take effect upon the written approval of both parties.

### **TERMINATION OF THE AGREEMENT**

**THE DIVISION** or **THE COUNTY BOARD** may terminate the agreement for breach of contract by providing written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, **THE DIVISION OR THE COUNTY BOARD** may provide an opportunity to cure the breach or to explain how the breach will be cured. Payments for services shall not be made beyond the date of termination.

This agreement may be terminated by either party, by giving sixty (60) days advance written notice to the other party at their principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice; however, **THE DIVISION** may withdraw any or all of its clients before the end of the sixty (60) day period.

Any written notice to **THE COUNTY BOARD** shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of **THE COUNTY BOARD** at **THE COUNTY BOARD's** address as listed in the contract.

In the event of termination all client records, documentation, data, reports and accomplishments prepared, furnished, acquired or developed by **THE COUNTY BOARD** as a direct requirement specified in the agreement shall become the property of the Department. Upon termination of the contract **THE DIVISION** may require **THE COUNTY BOARD** to return to **THE DIVISION** all client records in their possession. **THE COUNTY BOARD** shall agree and understand that all discussions with **THE COUNTY BOARD** and all information gained by **THE COUNTY BOARD** as a result of **THE COUNTY BOARD's** performance under the agreement shall be confidential and that no reports, documentation or material prepared as required by the agreement shall be released to the public without the prior written consent of **THE DIVISION**.

## DISPUTE RESOLUTION

**THE DIVISION** and **THE COUNTY BOARD** agree to work together for the success of the \_\_\_\_\_ County Targeted Case Management Program. In partnership, **THE DIVISION** and **THE COUNTY BOARD** agree to periodically monitor the key components of the program such as staff qualifications and training, development of personal plans, implementation of the Utilization Review process, case notes, logging, and responsiveness to consumers and families.

If at any time a dispute arises concerning any operation of the County TCM or its relationship with the Regional Center and Division, every attempt will be made to resolve the issue at the local level. The \_\_\_\_\_ Regional Center Director and the MRDD Deputy Director for Community Services are committed to working in a cooperative fashion with the TCM Program Director and the County Board Executive Director to ensure success. The MR/DD Division Director will be willing to review any issue that cannot be resolved locally.

## BINDING EFFECT

This agreement shall be binding upon, and insure to the benefit of the parties hereto, and in the event any individual provision of this agreement shall be determined to be invalid by a court of competent jurisdiction or by arbitration, such invalidity shall have no effect upon the remaining portions of the agreement which shall remain in full force and effect.

No provision of this agreement shall be construed as to limit the authority and discretion of **THE COUNTY BOARD** to admit any person to any services, facilities, or programs exclusively provided or purchased by **THE COUNTY BOARD**.



## D. EXPANDED FUNDING AND SERVICES AGREEMENT

In this agreement, the Division allows the County to manage some or all of the money that the Division traditionally spends in a County. The Division may set aside an allocation that the County, either by providing or purchasing services, may bill against. There may be certain advantages to the County to enter into such an agreement. For Medicaid services, all Medicaid rules would still apply.

- A County can certify the match for some services. Match is certified on a Medicaid Provider Enrollment form and is specific to a Medicaid provider number. For example, a County may have a single Waiver provider number now and provide residential, day habilitation, transportation, and supported employment under the number. If the provider wants to certify the match for residential services only, the provider will need to change the current agreement to cover only day habilitation, transportation and supported employment to continue receiving payment at 100% for these services, and will need to apply for a new provider number to certify the state share (40%) and be paid for residential services at the federal share amount (60%). All of the funds for a single provider number must be certified. Generally speaking, the County would not use the MHTF; they would certify their match.
- Counties may bill through their Organized Health Care Delivery System (OHCDS). To qualify as an OHCDS, the county must provide one direct Medicaid service. That generally means county employees provide the service. The county may subcontract and purchase other waiver services from providers who are qualified to deliver the services. These providers do not have to be enrolled as a Medicaid waiver provider; however, they must meet the qualifications of a Medicaid waiver provider for the specific service.
- Individuals or providers may elect not to have their funds processed through the County.
- The County may be a provider of services, a funder of services, or both.
- Counties must follow a Utilization Review process approved by the Division.
- The County may be supported with an allocation amount to be billed against or with a shared unit amount. The Division prefers an allocation amount.
- An Allocation or Shared Unit is subject to reduction under a General Revenue withhold or core reduction to the Division.
- For GR funds, the Division favors a “money follows the person” concept for people moving into or out of the county. County funds are not subject to this provision.

**\*\*\*SAMPLE\*\*\***

**INTER-GOVERNMENTAL AGREEMENT**

**BETWEEN**

**(County Board)**

**AND**

**THE DIVISION OF MENTAL RETARDATION**

**AND DEVELOPMENTAL DISABILITIES**

**OF THE**

**DEPARTMENT OF MENTAL HEALTH**

**July 1, 200 - JUNE 30, 200**

## PREAMBLE

The Division of Mental Retardation and Developmental Disabilities, hereinafter referred to as "THE DIVISION," is one of the three major divisions of the Department of Mental Health. The DIVISION'S primary mission is to serve persons with developmental disabilities as defined in Section 630.005, RSMo. The Legislature imposed upon THE DIVISION certain responsibilities, powers, functions, and duties, as set forth in Chapters 630 through Chapters 633.160, RSMo., in order that it may attempt to fulfill its primary mission, and

\_\_\_\_\_ County, hereinafter referred to as "THE COUNTY BOARD," was established by the voters of \_\_\_\_\_ County for the purposes of providing facilities and services to developmentally disabled and other handicapped persons within said county. The Legislature imposed upon THE COUNTY BOARD certain responsibilities, powers, functions, and duties, as set forth in Chapter 205, RSMo., in order that it may attempt to fulfill its primary mission, and, WHEREAS

It is the public policy of the State of Missouri that all forms of contractual cooperative services which promote the economy and efficiency of operations of local government should be encouraged; and

It is the responsibility of THE DIVISION to cooperate with non-state governmental agencies and the private sector in establishing, conducting, integrating, and coordinating mental retardation and developmental disabilities programs and projects; and

The Department of Mental Health seeks and encourages cooperation and active participation of communities, counties, organizations, agencies, corporations, and individuals in the effort to establish and maintain consumer choice for quality programs and services for persons affected by developmental disabilities; and

THE DIVISION and THE COUNTY BOARD may provide services to identically defined developmentally disabled persons in \_\_\_\_\_ County; and

THE COUNTY BOARD operating as a governmental entity has established and operated nationally accredited (as referenced in Exhibit "A" attached hereto and incorporated herein by reference) community based facilities and services for several years which

have proven to be economical and effective for the provision of services;

NOW THEREFORE, in consideration of the respective promises and responsibilities of the parties hereto, THE DIVISION and THE COUNTY BOARD do hereby resolve to enter into this agreement for the provision of support services for developmentally disabled citizens of \_\_\_\_\_ County, and mutually agree as follows:

## I. PURPOSE

In an effort to deliver the highest quality services in the most cost effective manner, THE DIVISION and THE COUNTY BOARD agree to establish this county/state affiliation agreement.

This agreement is intended to clarify and delineate the respective roles of THE DIVISION and THE COUNTY BOARD in the joint funding, delivery, and expansion of an array of community based services for developmentally disabled persons in \_\_\_\_\_ County, hereinafter referred to as the \_\_\_\_\_ County Service Coordination.

The Regional Center Director and the County Board Executive Director shall coordinate their respective staff groups, define and exchange such records and reports and do such other activities as may be necessary to implement this agreement.

The Regional Center and County Board Executive Director may share personnel resources (within the limitations of the merit system), technical assistance, information management systems, and other resources deemed economical, efficient, and mutually beneficial to the joint implementation of this agreement.

## II. PLANNING

THE DIVISION and THE COUNTY BOARD agree to exchange planning information, which may include, but not limited to, prevalence and incidence studies, needs assessments, handicapped census reports and inventories of community services for \_\_\_\_\_ County.

In order to avoid unnecessary duplication of services, THE DIVISION and THE COUNTY BOARD agree to notify each other in writing and solicit comment prior to development of new services in the public or private sector whenever the contemplated new services are authorized within the enabling legislation of either group.

### III. CONSUMERS TO BE SERVED

The \_\_\_\_\_ County Service Coordination is intended to benefit those developmentally disabled residents of \_\_\_\_\_ County. Persons otherwise eligible and likely to benefit who have been admitted to the residential and supported living services administered by the County Board may also be served under this agreement. The \_\_\_\_\_ County Service Coordination may serve consumers residing in adjacent counties via inter-county/program agreements when without such agreements, programs would be inaccessible to those consumers.

### IV. SERVICES IMPLEMENTATION

THE DIVISION and The County Board shall share responsibility for consumer identification, consumer intake, consumer screening and evaluation for eligibility determination. The Regional Center shall perform the consumer intake, assessment and make the final determination of eligibility, subject to Department due process as in all eligibility decisions. This will be done in compliance with the consent decree in the case of Alan Leake vs: C. Keith Schafer, et. al.

THE DIVISION shall administer the Standard Means Test determining family/guardian/consumer ability to pay for services and shall inform THE COUNTY BOARD of any and all direct pay of third party pay and sources thereof which the responsible party is assessed. THE COUNTY BOARD shall be responsible for collecting the assessed amounts and contributing those funds to expansion of community services within the \_\_\_\_\_ County Service Coordination. THE COUNTY BOARD shall have the authority to deem uncollectible those consumer amounts due and owing, which THE COUNTY BOARD has determined are either inefficient to pursue collection on or in those circumstances consumer assets are insufficient to pay.

THE DIVISION and THE COUNTY BOARD shall exchange information and offer consumer choice when making mutual referral of persons believed eligible for either Division services or \_\_\_\_\_ County Service Coordination services.

THE DIVISION also shall offer consumer choice when making a referral of persons believed eligible for services separately funded or provided by THE COUNTY BOARD.

Whenever it is determined through a comprehensive evaluation that a \_\_\_\_\_ County resident is developmentally disabled so as to require the provision of family support and habilitation services, and if such persons, such person's parent, if the person is a minor, or legal guardian, requests that he be registered as a consumer of the Regional Center, the Regional Center shall offer consumer choice when making a referral of that consumer to THE COUNTY BOARD. The Regional Center shall forward its comprehensive evaluation and such other

records as necessary to THE COUNTY BOARD, which shall accept or reject the referral.

THE COUNTY BOARD shall admit the person to the \_\_\_\_\_ County Service Coordination, unless as a result of reviewing the evaluation and initial service plan, and other pertinent information, the County Board Executive Director determines the consumer; (1) is not developmentally disabled; (2) has a condition of such a nature that, for the protection or adequate care of the consumer or others, the consumer requires Department residential habilitation or other services, (3) has needs which cannot best be met by services or programs offered by the \_\_\_\_\_ County Service Coordination, or (4) is not a resident of \_\_\_\_\_ County. County residence shall be defined consistent with any state statutes and/or regulations governing the same.

If THE COUNTY BOARD rejects the referral, the Regional Center Director and County Board Executive Director shall make every effort to determine the appropriate disposition of the consumer. If the referral is rejected, THE COUNTY BOARD must provide a written report to the DIVISION detailing the reasons for such rejection. It shall be the responsibility of THE DIVISION to maintain a record of each rejection and consider this information in its overall review of the success of this project.

THE COUNTY BOARD shall assign a qualified mental retardation professional case manager for each consumer. Within thirty (30) days of admission, an Individual/Family Service/Support Coordination Plan shall be developed as appropriate to each consumer needing habilitative services. The Individual/Family Service/Support Coordination Plan shall meet the requirements of the Individual Habilitation Plan.

THE COUNTY BOARD may utilize the following entities to secure services for the \_\_\_\_\_ County Service Coordination: (1) agencies or persons serving persons not diagnosed as mentally retarded or developmentally disabled from which the consumer would be eligible to receive available services; and (2) agencies or persons servicing mentally retarded developmentally disabled persons from which the consumer would be eligible to receive available services.

Professional Therapy Services provided through the \_\_\_\_\_ County Service Coordination will be secured from persons credentialed, licensed or certified equivalently to state employees delivering capable comparable services.

At least once every 365 days, the County Board Executive Director shall cause the condition and status of each consumer to be reviewed. The County Board Executive Director shall discharge a consumer, and make referral to the Regional Center when as a result of periodic review, the County Board Executive Director determines: (1) the person is not developmentally disabled, (2) has a condition of such a nature that, for the protection or adequate care of the consumer or others, the consumer requires

department residential habilitation or other services, (3) has needs which cannot best be met by services offered by the \_\_\_\_\_ County Service Coordination, or (4) is not a resident of \_\_\_\_\_ County. In the event that THE COUNTY BOARD or the Regional Center disagree regarding any consumer discharge, the County Board Executive Director and the Regional Center Director shall meet to review the specifics of the discharge and will develop a mutually agreeable plan of care for the consumer. When a consumer is discharged the state funds used to support the consumer's services shall be transferred to the receiving Regional Center. If resolution of such cases cannot be resolved at the county and regional center level, they shall be referred to the Division Director for disposition.

THE DIVISION and THE COUNTY BOARD agree to cooperate in mutually beneficial staff development programs for employees of both entities.

## V. FUNDING

From funds budgeted by THE COUNTY BOARD, THE COUNTY BOARD shall provide offices, equipment, supplies, travel expense, staff training development, and miscellaneous administrative expenses.

THE COUNTY BOARD shall utilize all available resources to most effectively and efficiently address the needs of individuals served by this agreement. THE COUNTY BOARD shall implement the policy established by the DIVISION in regards to the authorization of new services, utilization review process and Division policy in effect to address consumers on the waiting list for services. If consumers needs change and costs increase, the COUNTY BOARD may include Regional Center staff as part of their team to help identify solutions to address the additional needs, if necessary.

THE DIVISION shall establish an allocation of funds to be available at the Regional Center for the Jefferson County Service Coordination. **The original allocation of funds (\$ \_\_\_\_\_) established in Fiscal Year 200 shall be used to support at least (# \_\_\_\_\_) County consumers during the duration of this agreement.** The allocation will be established from funds designated for such purposes by the General Assembly. The allocation of funds will be available to THE COUNTY BOARD from the start date to the end date of this agreement to provide services in \_\_\_\_\_ County. The allocation available will be reduced monthly by the total amount of invoices paid as a result of POS paid claims, Medicaid Waiver paid claims, Community Placement paid claims or other mechanism designed by the Division to pay contract service providers. **The monthly paid claims submitted by the COUNTY BOARD shall not exceed 1/12<sup>th</sup> of the allocated funds by more than 10% during any month during the fiscal year.** The DIVISION and COUNTY BOARD will monitor this arrangement to insure the allocation process does not provide a hardship on the COUNTY BOARD to provide services.

THE COUNTY BOARD shall invoice the Regional Center requesting payment for services provided or obtained for consumers participating in the \_\_\_\_\_ County Service Coordination during the previous month. Funds appropriated under this agreement may be used to match other local, state, or federal funds and the invoicing procedures altered as mutually agreed in the interest of economical and orderly administration of the agreement.

Subsequent funding will be negotiated between THE COUNTY BOARD and the Division's Regional Center and submitted to THE DIVISION in accordance with established guidelines. Consumers with funded services entering \_\_\_\_\_ County shall have their funding transferred from the appropriate Regional Center to support their service needs in \_\_\_\_\_ County. Transfer of funds shall not exceed the costs of the service in \_\_\_\_\_ County. Consumers receiving services from this agreement funded by the state shall have their funds transferred to the appropriate Regional Center if they leave \_\_\_\_\_ County. Funds transferred from \_\_\_\_\_ County shall not exceed the cost of services provided by the receiving Regional Center. New decision items funded by the General Assembly will be made available to the \_\_\_\_\_ County agreement consistent with the state wide distribution of new funds. The agreement is also subject to funding adjustments as a result of Governor's withholds, additional withholds taken during the fiscal year and core reductions. The reductions and withholds will be applied to \_\_\_\_\_ County consistent with the state wide process to implement these type of reductions.

THE COUNTY BOARD has agreed to develop a pool of resources generated by Targeted Case Management earnings or other savings available to all eligible \_\_\_\_\_ County residents. **THE DIVISION will also contribute to this pool as state, Federal and other resources appropriated by the General Assembly including but not limited to TCM collections become available.**

It is expressly understood and agreed THE DIVISION and THE COUNTY BOARD obligations are conditional upon annual appropriations from the General Assembly and THE COUNTY BOARD. In the event funding is not provided, this agreement shall be null and void and of no further force and effect.

THE COUNTY BOARD shall in no event be responsible for any outstanding obligations created or incurred by THE DIVISION, the Regional Center or the individual recipients of services. Likewise, THE DIVISION shall in no event be responsible for any outstanding obligations created or incurred by THE COUNTY BOARD the individual recipients of services.

## VI. RECORDS AND INFORMATION EXCHANGE

For Individual/Family Service/Support Coordination Plan management, THE COUNTY BOARD shall utilize a computerized Consumer Habilitation Record

Information System and/or CIMOR with the understanding and agreement that the computerized Consumer Habilitation Record Information System meets or exceeds national accreditation standards of the Commission on Accreditation of Rehabilitation Facilities. This system includes copyrighted forms, formats, reports, computer software and manuals, the copyrights for which shall remain the sole property of THE COUNTY BOARD.

County Board Case Managers shall have access to THE REGIONAL CENTER consumer records, CIMS, MRDDIS, NAFS, authorization systems, and other systems necessary to provide support to individuals on their caseload.

THE COUNTY BOARD shall provide the Regional Center quarterly program reports reflecting services provided or obtained, number of consumers' served, fund expenditures, and other relevant program information as mutually agreed by the County Board Executive Director and the Regional Center Director. The quarterly report shall be in quantitative form. The reports will be reviewed and evaluated by THE REGIONAL CENTER DIRECTOR and THE COUNTY BOARD and will provide the basis for monitoring and quality assurance of the project.

The Division shall provide monthly status reports reflecting current County Board allocation balance and projected balance for the end of the fiscal year. This report shall be viewed by the COUNTY BOARD and disagreements shall be provided to the Division within 30 days.

THE COUNTY BOARD shall retain all records pertaining to this agreement for seven years after the close of the State of Missouri current fiscal year unless audit questions have arisen within the seven year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.

THE COUNTY BOARD shall cause an audit of the \_\_\_\_\_ County Service Coordination which shall to be completed by a Certified Public Accountant annually or within 180 days of the termination date of this agreement. The scope of the audit shall include all recipients and expenditures, as well as financial, controls and purchasing procedures established by THE COUNTY BOARD pursuant to this agreement. The audit report shall be provided to THE DIVISION, Central Office-Administrative Services Section, upon completion.

## **VII. HUMAN RIGHTS ASSURANCES**

THE COUNTY BOARD agrees not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age.

Attached to this agreement as Exhibit "B" and incorporated herein by reference is the Equal Employment Opportunity statement as revised and adopted by THE COUNTY BOARD in April, 1991.

### **VIII. AMENDMENT**

This agreement shall not be subject to subsequent modification or change except by the written mutual consent of the parties hereto.

Either party may propose amendments to this agreement at any time during the agreement period. Amendments which are mutually agreeable shall take effect upon the written approval of both parties.

### **IX. TERM AND ANNUAL RENEWAL**

This agreement shall be for a term of one year beginning \_\_\_\_\_ and ending June 30, 200 . The parties agree that the terms of this agreement shall be automatically renewed annually subject to appropriation of annual funding by the General Assembly and THE COUNTY BOARD unless either party gives the other written notice by certified mail, return receipt requested, or its intention to terminate same. Such notice of termination must be delivered to the Division Director or the County Board Executive Director no later than May 1, 200 , for the first term or May 1 of any renewal term.

### **X. DISPUTE RESOLUTION**

The parties agree to submit any dispute that may arise between them as to the performance, construction, or interpretation of this agreement to arbitration under the Uniform Arbitration Act, Chapter 435, RSMo.

If the parties cannot agree upon the selection of an arbitrator, then each party shall appoint one independent arbitrator. The two appointed independent arbitrators shall appoint a third arbitrator and the decision of a majority of the three arbitrators so chosen shall be binding upon the parties.

### **XI. ABUSE AND NEGLECT INVESTIGATIONS**

The Department will retain the responsibility for investigating abuse and neglect allegations in accordance with Department Operating Regulation 2,205 and any subsequent revisions to that regulation. This section shall not limit, abridge or restrict any investigation the County Board might otherwise conduct.



**\*\*\*SAMPLE\*\*\***

**INTER-GOVERNMENTAL AGREEMENT TO PROVIDE  
CASE MANAGEMENT SERVICES**

**BETWEEN**

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**(Include Provider Name and Address)**

**AND**

**THE DIVISION OF MENTAL RETARDATION  
AND DEVELOPMENTAL DISABILITIES  
OF THE  
DEPARTMENT OF MENTAL HEALTH**

**July 1, 200 - JUNE 30, 200**

## INTER-GOVERNMENTAL AGREEMENT

The Division of Mental Retardation and Developmental Disabilities, hereafter referred to as "**THE DIVISION**" has limited staff with which to provide case management to people who are eligible for its services. \_\_\_\_\_ County, hereinafter referred to as "**THE COUNTY BOARD**", is a public entity recognized in statute and able to collect a mill tax for the support of persons with mental retardation and developmental disabilities case management services. These funds can serve as the state share of Medicaid costs. In order to insure access to case management at appropriate caseload sizes and subject to the conditions established in this agreement, **THE DIVISION** hereby approves \_\_\_\_\_ County as a Medicaid Targeted Case Management provider.

As governmental entities, **THE DIVISION** and **THE COUNTY BOARD**, seek an atmosphere of partnership, mutual respect, and cooperation in serving persons with developmental disabilities and their families by providing quality programs and services.

**THE REGIONAL CENTER** and **THE COUNTY BOARD** may share resources including technical assistance, information management systems, exchange records and reports and other resources deemed economical, efficient, and mutually beneficial to the joint implementation of this agreement. Information shared under this agreement shall conform to HIPAA rules as agreed to in the Provider Agreement.

**THE COUNTY BOARD** shall meet all requirements and assurances that relate to administering the waiver, as do **THE DIVISION** Regional Centers. These include, but are not limited to, assurance that case managers from both governmental entities not have a conflict of interest in accordance with State of Missouri Revised Statutes Section 105.452; that consumers are given free choice of services through the waiver or an ICF/MR; that when waiver services are selected, consumers are informed of qualified providers and allowed to choose a provider; and that plans of care are developed in accordance with the waiver certification principles.

**THE COUNTY BOARD** understands Targeted Case Management for persons who have mental retardation and developmental disabilities is a Medicaid program, and that the Department of Social Services, Division of Medical Services, through an interagency agreement has delegated all administration responsibilities for this program to the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities.

**THE COUNTY BOARD** shall be in compliance with **THE DIVISION** policies and standards for case management including monitoring and quality assurance functions as described in the Division's Technical Assistance Manual and for home and

community based services as described in the MRDD Medicaid Waiver Program Manual, in accordance with State of Missouri Revised Statutes Section 630.020 as they relate to eligibility, benefits and limitations, staff training and qualifications, cost accounting, monitoring, quality assurance, and free choice. These policies and standards shall be developed and distributed by **THE DIVISION** with the approval of the Division of Medical Services.

## **PLANNING**

**THE DIVISION** and **THE COUNTY BOARD** agree to exchange planning information, including, but not limited to, waiting list information maintained by the Division, prevalence and incidence studies, needs assessments, census reports for persons with developmental disabilities, and inventories of community services for \_\_\_\_\_ County.

## **CLIENTS TO BE SERVED**

County Case Management Programs are intended to benefit Medicaid and non-Medicaid persons with developmental disabilities as defined in State of Missouri Revised Statutes Sections 630.005 and 205.968 and their families residing in \_\_\_\_\_ County. The \_\_\_\_\_ County Service Coordination may serve consumers residing in adjacent counties via inter-county/program agreements when without such agreements, programs would be inaccessible to those consumers.

## **SERVICES IMPLEMENTATION**

**THE DIVISION** and **THE COUNTY BOARD** shall agree on referral and intake procedures. Determination of eligibility shall be the responsibility of **THE REGIONAL CENTER**, subject to Department due process as in all eligibility decisions. This will be done in compliance with the consent decree in the case of Alan Leake vs. C. Keith Schafer, et al and in accordance with the appeals process specified in the Home and Community Based Waiver. **THE DIVISION** and **THE COUNTY BOARD** shall ensure choice of case management provider for consumers receiving Targeted Case Management services. This choice shall be formally offered 30 days after eligibility is determined by **THE REGIONAL CENTER**, and at least annually during the review of the personal plan. Furthermore, a consumer request for a change of case manager and/or case management provider must be acted upon at any time during the year in accordance with **THE DIVISION** case management manual.

**THE COUNTY BOARD** Case Management Services will include services planning (Person Centered Plan development, review, and modification), service coordination and referral, monitoring, assessment, planning, and advocacy. Case management staff may provide Crisis Intervention and Community Specialist services under the

Home and Community Based Waiver if the County Board is an approved MRDD Waiver provider for these services.

**THE REGIONAL CENTER** Director or designee shall sign all Individual Plans of Care (IPC's) issued by County Case Managers to assure that authorizations are in accordance with the Personal Plan, the Division's Utilization Review Process, and that the authorizations adhere to the Medicaid Home and Community Based Waiver.

**THE DIVISION** and **THE COUNTY BOARD** agree to have mutual access to staff development programs and training.

If the Treatment Team or **THE COUNTY BOARD** Executive Director determines that a consumer has a condition of such a nature that, for the protection or adequate care of the consumer or others, the consumer has needs, which cannot best be met by case management offered by **THE COUNTY BOARD**, **THE COUNTY BOARD** Executive Director and **THE REGIONAL CENTER** Director shall meet to review the specifics of the case and will develop a mutually agreeable plan of care for the consumer. If resolution of such case cannot be resolved at **THE COUNTY BOARD** and **THE REGIONAL CENTER** level, they shall be referred to **THE DIVISION** Deputy Director for Community Services for disposition or other dispute resolution processes established by the Department of Mental Health and/or Medicaid.

**THE REGIONAL CENTER** shall administer the Standard Means Test determining family/guardian/client ability to pay for services, and shall inform **THE COUNTY BOARD** of any and all direct pay or third party pay, and sources thereof, which the responsible party is assessed.

## **FUNDING TCM**

**THE COUNTY BOARD** shall certify the state share for Targeted Case Management services it provides. The County Board's capacity to serve individuals may be limited by the availability of funds the agency can certify.

**THE COUNTY BOARD**, being a public entity shall agree to a reimbursement rate for case management determined in accordance with a methodology developed by the Division of Mental Retardation and Developmental Disabilities and approved by the Centers for Medicare and Medicaid Services (CMS). The **COUNTY BOARD** shall use all Federal funds generated by Targeted Case Management services to support case management functions and provide additional services to consumers in \_\_\_\_\_ County.

Consumers receiving services paid for with state funds shall continue to have those services funded by the state should they choose \_\_\_\_\_ County case management.

**THE COUNTY BOARD** shall be enrolled as a Targeted Case Management Provider, through the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities. Since **THE COUNTY BOARD** is certifying the state match portion, reimbursement from the Medicaid program will be the federal Medicaid share (approximately 60%).

**THE COUNTY BOARD** shall be responsible for billing the Medicaid program for reimbursement of Targeted Case Management services it provides. **THE COUNTY BOARD** shall be responsible for any federal funds which are deferred, and/or ultimately disallowed rising from a failure by **THE COUNTY BOARD** to comply with a federal requirement.

From funds budgeted by **THE COUNTY BOARD**, **THE COUNTY BOARD** shall provide offices, equipment, supplies, travel expense, staff training development, and miscellaneous administrative expenses.

### COUNTY FUNDING ALLOCATION

**THE COUNTY BOARD** shall utilize all available resources to most effectively and efficiently address the needs of individuals served by this agreement. **THE COUNTY BOARD** shall implement the policy established by **THE DIVISION** in regards to the authorization of new services, utilization review process and Division policy in effect to address consumers on the waiting list for services. The Regional Center may participate in any Utilization Review meeting, at its discretion, involving any plan which includes state funds

**THE DIVISION** shall establish an allocation of funds to be available at the Regional Center for \_\_\_\_\_ County. The original allocation of funds shall be based on the service funding authorizations in effect when this agreement is adopted. \_\_\_\_\_ County consumers will continue to receive the authorized services until their individual plan is modified. The allocation may be modified by mutual agreement of the Regional Center and County Board when funds become available. The allocation will be established from funds designated for such purposes by the General Assembly. The allocation of funds will be available to **THE COUNTY BOARD** from the start date to the end date of this agreement to provide services in \_\_\_\_\_ County. The allocation available will be reduced monthly by the total amount of invoices paid as a result of POS paid claims, Medicaid Waiver paid claims, Community Placement paid claims or other mechanism designed by the Division to pay contract service providers. The monthly paid claims submitted by the **COUNTY BOARD** shall not exceed 1/12<sup>th</sup> of the allocated funds by more than 10% during any month during the fiscal year. **The DIVISION** and **COUNTY BOARD** will monitor this arrangement to insure the allocation process does not provide a hardship on **THE COUNTY BOARD** to provide services.

**THE COUNTY BOARD** shall invoice the Regional Center requesting payment for services provided or obtained for consumers participating in the \_\_\_\_\_ County Service Coordination during the previous month. Funds appropriated under this agreement may be used to match other local, state, or federal funds and the invoicing procedures altered as mutually agreed in the interest of economical and orderly administration of the agreement.

Transfer into and out of the allocation fund will be handled between **THE COUNTY BOARD** and the Regional Center and in accordance with these guidelines. For each person whose services are covered by this agreement, an authorization record will be kept. The record will show the amount of funds provided by the Regional Center and by **THE COUNTY BOARD**. When an individual moves out of the county or changes to a provider not covered by the agreement, an amount up to the Regional Center amount in the authorization will be removed from **THE COUNTY BOARD** allocation. The amount may not exceed the costs of new services for the individual.

New decision items funded by the General Assembly will be made available to the \_\_\_\_\_ County agreement consistent with the statewide distribution of new funds. The agreement is also subject to funding adjustments as a result of Governor's withholds, additional withholds taken during the fiscal year and core reductions. The reductions and withholds will be applied to \_\_\_\_\_ County consistent with the statewide process to implement these type of reductions.

It is expressly understood and agreed **THE DIVISION** and **THE COUNTY BOARD** obligations are conditional upon annual appropriations from the General Assembly and **THE COUNTY BOARD**. In the event funding is not provided, this agreement shall be null and void and of no further force and effect.

**THE COUNTY BOARD** shall in no event be responsible for any outstanding obligations created or incurred by **THE DIVISION**, the Regional Center or the individual recipients of services. Likewise, **THE DIVISION** shall in no event be responsible for any outstanding obligations created or incurred by **THE COUNTY BOARD** or the individual recipients of services.

## **RECORDS AND INFORMATION EXCHANGE**

County Case Managers shall have access to **THE REGIONAL CENTER** client records, CIMS, MRDDIS, NAFS, authorization systems, and other systems necessary to provide support to individuals on their caseload.

**THE COUNTY BOARD** agrees that Targeted Case Management activities shall meet all conditions of the state and provider agreements with the Centers for Medicare and Medicaid Services.

All County Board Employees shall sign a "Confidentiality Statement" approved by **THE DIVISION** and **THE COUNTY BOARD**, protecting the confidentiality of all state and county records and information.

**THE COUNTY BOARD** shall provide the Regional Center quarterly program reports reflecting services provided or obtained, number of consumers served, fund expenditures, and other relevant program information as mutually agreed by the County Board Executive Director and the Regional Center Director. The quarterly report shall be in quantitative form. The reports will be reviewed and evaluated by the Regional Center Director and **THE COUNTY BOARD** and will provide the basis for monitoring and quality assurance of the project.

**THE DIVISION** shall provide monthly status reports reflecting current **COUNTY BOARD** allocation balance and projected balance for the end of the fiscal year. This report shall be viewed by the **COUNTY BOARD** and disagreements shall be provided to the Division within 30 days.

**THE COUNTY BOARD** shall retain all records pertaining to this agreement for seven years after the close of the State of Missouri current fiscal year unless audit questions have arisen within the seven year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.

**THE COUNTY BOARD** shall cause an audit of **THE COUNTY BOARD** which shall include the Targeted Case Management Program to be completed by a Certified Public Accountant annually, or within 180 days of the termination date of this agreement. The scope of the audit shall include recipients and expenditures, as well as financial controls and purchasing procedures established by **THE COUNTY BOARD**, pursuant to this agreement. The audit report shall be provided to **THE DIVISION**, Central Office-Administrative Services Section, upon completion. **THE COUNTY BOARD** shall retain all records pertaining to this agreement for seven years after the close of the State of Missouri current fiscal year, unless audit questions have arisen within the seven-year limitation and have not been resolved.

## **OTHER REQUIREMENTS**

**THE COUNTY BOARD** shall assure that the notice of right of appeal is given when limitations are imposed and shall assist recipients in making such appeals, and shall make its staff available to attend hearings pursuant to such appeal.

All recipients of services under the Home and Community Based Waiver are provided an opportunity for a fair hearing under 42 Code of Federal Regulations Part 431, Subpart E if they are denied the service (Home and Community Based Waiver Services or ICF/MR Services) or provider of their choice if the recipient chooses the

MRDD Waiver Service Program. Denying service also includes placing any limitation on amount, duration, or scope of an MRDD Waiver service. Recipients and their guardians have a right to appeal any limitations imposed and they must be given notice of their right to appeal. Therefore, **THE COUNTY BOARD**, when serving any person in an MRDD waiver under this agreement, shall assure that the notice of right of appeal is given when limitations are imposed, shall assist recipient in making such appeals, and shall make its staff available to attend hearings pursuant to such appeals.

**THE COUNTY BOARD** agrees not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age.

The Department shall retain the responsibility for investigating abuse and neglect allegations in accordance with 9-CSR 10-5.200 and any subsequent revisions to that regulation. **THE COUNTY BOARD** and **THE REGIONAL CENTER** may cooperatively conduct investigations of abuse and neglect. The **COUNTY BOARD** in accordance with State of Missouri Revised Statute Section 630.167 may obtain a copy of the Department's abuse and neglect investigative reports, when appropriate. The **COUNTY BOARD** shall be obligated by statute to keep such information confidential.

#### **TERM AND ANNUAL RENEWAL**

This agreement shall be for a term of one year, beginning on the first of the month following all signatures being obtained and ending June 30, 2004. The parties agree that the terms of this agreement shall be automatically renewed annually, (July 1 to June 30) subject to appropriation of annual funding by the General Assembly and **THE COUNTY BOARD**, unless either party gives the other written notice by certified mail, return receipt requested, of its intention to terminate same. Such notice of termination must be delivered to **THE DIVISION** Director or **THE COUNTY BOARD** Executive Director no later than May 1, of any agreement year.

This agreement shall not be subject to subsequent modification or change except by the written mutual consent of both parties. Either party may propose amendments to this agreement at any time during the agreement period. Amendments, which are mutually agreeable, shall take effect upon the written approval of both parties.

#### **TERMINATION OF THE AGREEMENT**

**THE DIVISION** may terminate the agreement for breach of contract by providing **THE COUNTY BOARD** with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, **THE**

**DIVISION** may give **THE COUNTY BOARD** an opportunity to cure the breach or to explain how the breach will be cured. Payments for services shall not be made beyond the date of termination.

This agreement may be terminated by either party, by giving sixty (60) days advance written notice to the other party at their principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice; however, **THE DIVISION** may withdraw any or all of its clients before the end of the sixty (60) day period.

Any written notice to **THE COUNTY BOARD** shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of **THE COUNTY BOARD** at **THE COUNTY BOARD's** address as listed in the contract.

In the event of termination all client records, documentation, data, reports and accomplishments prepared, furnished, acquired or developed by **THE COUNTY BOARD** as a direct requirement specified in the agreement shall become the property of the Department. Upon termination of the contract **THE DIVISION** may require **THE COUNTY BOARD** to return to **THE DIVISION** all client records in their possession. **THE COUNTY BOARD** shall agree and understand that all discussions with **THE COUNTY BOARD** and all information gained by **THE COUNTY BOARD** as a result of **THE COUNTY BOARD's** performance under the agreement shall be confidential and that no reports, documentation or material prepared as required by the agreement shall be released to the public without the prior written consent of **THE DIVISION**.

## **BINDING EFFECT**

This agreement shall be binding upon, and insure to the benefit of the parties hereto, and in the event any individual provision of this agreement shall be determined to be invalid by a court of competent jurisdiction or by arbitration, such invalidity shall have no effect upon the remaining portions of the agreement which shall remain in full force and effect.

No provision of this agreement shall be construed as to limit the authority and discretion of **THE COUNTY BOARD** to admit any person to any services, facilities, or programs exclusively provided or purchased by **THE COUNTY BOARD**.

Nothing in this agreement shall be construed to contravene in any way with Missouri Statutes, County Ordinance, or local, state or federal laws or regulations.

\_\_\_\_\_  
Director, Division of MRDD

\_\_\_\_\_  
Date

\_\_\_\_\_  
DMH - Director of Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director  
\_\_\_\_\_ Regional Center

\_\_\_\_\_  
Date

## **E. AFFILIATED COMMUNITY SERVICE PROVIDER**

This is an agreement, requiring Department approval, wherein the County assumes a greater responsibility for providing county-wide services and supports to consumers. In the two existing arrangements, a shared unit system is used to allow the County access to the funds the Division would spend in that County. An ACSP may provide TCM services as well as provide or purchase a comprehensive array of services to consumers. An ACSP does not have to make deposits into the MHTF in order to take advantage of Medicaid matching funds. The County may certify the 40% match funds and bill directly to Medicaid for the 60% federal share. If the ACSP is set-up as a not-for-profit entity, it cannot certify match nor can it transfer funds to the MHTF. In this case, the division could reduce a portion of the state fund payment to the ACSP to cover any 40% match the ACSP has agreed to be responsible for.

- ACSP is defined under 9-CSR 25-2
- ACSP must provide comprehensive services
- May utilize OHCDs process through Medicaid
- Stabilizes resources available to the county
- No funds lapse (State or County)
- The Division and the requesting ACSP must negotiate the terms of the ACSP agreement prior to approval, including but not limited to services and target population.

\*\*\*SAMPLE\*\*\*

**AFFILIATED COMMUNITY SERVICE PROVIDER AGREEMENT**

**I. PREAMBLE**

WHEREAS, the Division of Mental Retardation and Developmental Disabilities, hereinafter referred to as "**THE DIVISION**", is one of the three major division of the Department of Mental Health, **THE DIVISION's** primary mission, through its regional centers, is to serve persons with developmental disabilities as defined in Section 630-005, RSMo. 1986 as amended). The Legislature imposed upon **THE DIVISION** certain responsibilities, powers, functions, and duties, as set forth in Chapters 630 through Chapters 633.160, RSMo. 1986 (as amended), in order that it may attempt to fulfill its primary mission, and WHEREAS

It is the public policy of the State of Missouri that all forms of contractual cooperative services which promote the economy and efficiency of operations of local government should be encouraged; and

It is the responsibility of **THE DIVISION** to cooperate with non-state governmental agencies and the private sector in establishing, conducting, integrating, and coordinating mental retardation and developmental disabilities programs and projects; and

The Department of Mental Health seeks and encourages cooperation and active participating of communities, counties, organizations, agencies, corporations, and individuals in the effort to establish and maintain quality programs and services for persons affected by developmental disabilities; and **WHEREAS**

The \_\_\_\_\_ County Board, hereinafter referred to as "**THE COUNTY BOARD**", was established by the voters of the county for the purposes of providing facilities and services to developmentally disabled and other handicapped persons within said county. The Legislature imposed upon **THE COUNTY BOARDS** certain responsibilities, powers, functions, and duties, as wet forth in Chapter 205, RSMo. 1986 (as amended); and WHEREAS

The \_\_\_\_\_ Regional Center, hereinafter referred to as "**THE REGIONAL CENTER**", is the Division facility designated to serve Region \_\_\_\_ which consists of \_\_\_\_ counties in the area.

(Provider Name) has provided services to persons with developmental disabilities since \_\_\_\_\_ and operated nationally accredited community based programs since

\_\_\_\_\_ which have proven to be economical and effective for the provision of services; and

In accordance with Chapter 633 RSMo., and 9 CSR 25-2, the Department of Mental Health, hereinafter referred to as "THE DEPARTMENT", hereby designates (provider name) as an Affiliated Community Service Provider, hereinafter referred to as "ACSP", to deliver a comprehensive array of services in \_\_\_\_\_ county.

NOW THEREFORE, in consideration of the respective promises and responsibilities of the parties hereto, **THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARD** do hereby resolve to enter into this agreement as a demonstration project for the provision of community-based services for developmentally disabled citizens of \_\_\_\_\_ county and mutually agree as follows:

## II. PURPOSE

In an effort to deliver the highest quality services in the most cost effective manner, **THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARD** agree to establish an innovative service delivery affiliation agreement.

The agreement is intended to clarify and delineate the respective roles of **THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARD** in the joint funding, delivery, and expansion of an array of community-based services for developmentally disabled persons in \_\_\_\_\_ county or other **DIVISION** clients from other counties as mutually agreed. This agreement is designed to provide financial incentives for **THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARD** to eliminate or substantially reduce the waiting list for services to clients who are mentally retarded or developmentally disabled during FY \_\_\_\_, and any subsequent years for which this agreement shall apply.

## III. PLANNING

**THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARD** agree to exchange planning information including, but not limited to, prevalence and incidence studies, needs assessments, handicapped census reports, and inventories of community services for \_\_\_\_\_ county.

In order to avoid unnecessary duplication of services and to coordinate planning and financial resources, **THE DIVISION, THE REGIONAL CENTER, THE ACSP and THE COUNTY BOARD** agree to notify each other in writing and solicit comments prior to development of new services in the public or private sector whenever the contemplated new services are authorized within the enabling legislation of either group.

#### IV. REFERRAL AND CLIENT ELIGIBILITY

**THE REGIONAL CENTER** shall have responsibility for client intake, client screening and evaluation for eligibility determination, administration of the Standard Means Test, and initial service plan development. This will be done with the consent decree in the case of Alan Leake vs. C. Keith Schafer, et.al. as well as in compliance with the new eligibility rule, 9 CSR 50-1.045, Eligibility for Services from the Division of Mental Retardation and Developmental Disabilities. **THE ACSP** shall be responsible for collecting client pay portions determined by the Standard Means Test.

**THE DIVISION, THE REGIONAL CENTER, and THE ACSP** shall exchange information and make referral of persons to **THE REGIONAL CENTER** believed eligible for services. Whenever it is determined through a comprehensive evaluation that a \_\_\_\_\_ county resident is developmentally disabled so as to require the provision of habilitative services, and if such person, such person's parent if the person is a minor, or legal guardian requests that he be registered as a client of **THE REGIONAL CENTER, THE REGIONAL CENTER** shall make referral of that client to the **ACSP**. **THE REGIONAL CENTER** shall forward its comprehensive evaluation and such other records as necessary to **THE ACSP**, which shall accept or reject the referral on the basis of the criteria set out in the following paragraph.

**THE ACSP** shall admit the person to the Program, unless as a result of reviewing the evaluation and initial service plan, and other pertinent information, **THE ACSP** Director determined the client: 1) is not developmentally disabled, as determined by **THE REGIONAL CENTER**; 2) has a condition of such a nature that, for the protection or adequate care of the client or others, the client requires Department residential habilitation or other services; or 3) has needs which cannot best be met by services or programs offered by **THE ACSP**.

If **THE ACSP** rejects the referral, **THE REGIONAL CENTER** Director and **THE ACSP** Executive Director shall make every effort to determine the appropriate disposition of the client. If the referral is rejected, **THE ACSP** shall provide a written report to **THE DIVISION** detailing the reasons for such rejection. It shall be the responsibility of **THE DIVISION** to maintain a record of each rejection and consider this information in its overall review of the success of this agreement.

#### V. CASE MANAGEMENT

**THE REGIONAL CENTER** will provide case management services which will include coordination of service planning (Individual Habilitation Plan development, review, and modification), service coordination and referral, monitoring, crisis intervention, and advocacy.

**THE REGIONAL CENTER** shall locate a case manager(s) at **THE ACSP** on a permanent basis. **THE ACSP** agrees to furnish, without charge to **THE DIVISION**, office space and utilities for assigned case managers. It shall be the responsibility of **THE ACSP** staff and **THE REGIONAL CENTER** case manager(s) to develop an initial Personal Plan within 30 days of acceptance of an eligible client.

## **VI. SERVICES**

Under this agreement, **THE ACSP** may deliver residential and other services as specified in the client's Personal Plan so long as professional services will be secured from persons credentialed, licensed, or certified equivalently to state employees delivering comparable services.

## **VII. FUNDING**

Upon implementation of this agreement, all current Division clients served by **THE ACSP** shall continue to receive services as authorized by their current personal plan. Funding of the implementation of personal plan services shall be authorized by **THE ACSP** Executive Director or designee. However, for Medicaid Waiver clients, funding authorization shall require pre-authorization by appropriate Division staff.

**THE DIVISION** shall cause a fund encumbrance to be established at **THE REGIONAL CENTER** for **THE ACSP** Program from funds designated for such purposes. The amount of the funds encumbered are detailed on Attachment A and may be amended from time to time to reflect changes in client needs and/or withholds directed by the Governor, so long as other service providers are likewise affected. Such amendments will be carried out as specified in Paragraph Number 11. These funds will be available to **THE ACSP** at a rate of 1/12<sup>th</sup> the annualized amount, as invoiced to **THE REGIONAL CENTER**. **THE REGIONAL CENTER** will continue to function as payee for benefits received by persons with developmental disabilities from \_\_\_\_\_ county (e.g., SSI, SSA, Retirement). **THE REGIONAL CENTER** will provide monthly reports of NAFS account balances available for personal spending to **THE ACSP** so that client purchases can be planned. The personal planning team will approve expenditures from these funds.

Based on historical client needs and service levels, **THE DIVISION** and **THE ACSP** obligations are conditional upon appropriations from the General Assembly. In the event funding is not provided, this agreement shall be null and void and of no further force and effect.

**THE ACSP** shall in no event be responsible for any outstanding obligations created or incurred by **THE DIVISION**, **THE REGIONAL CENTER**, or the individual recipients of services. Likewise, **THE DIVISION** shall in no event be responsible for any outstanding obligations created or incurred by **THE ACSP** or the individual recipients of services.

## VIII. QUALITY ASSURANCE, PROGRAM EVALUATION, STAFF TRAINING

Due to the comprehensive array of services provided by **THE ACSP** and the significant financial commitment of **THE DIVISION**, **THE ACSP** shall hire staff to carry out a quality assurance plan, program evaluation plan, staff training plan to assure compliance with Division regulations, maintain national accreditation standards of service delivery, client outcome data and trends, and staff competencies/continuing education. Funds for this purpose are made a part of this contractual agreement.

**THE DIVISION**, through its case management staff and other appropriate staff, shall provide an oversight function to assure **THE ACSP** is meeting the terms and conditions of this contractual agreement. The oversight activities may include an evaluation of a randomly selected group of clients through a review of documentation and observation of client services as mutually agreed by both parties.

## IX. RECORDS AND INFORMATION EXCHANGE

**THE ACSP** shall provide **THE REGIONAL CENTER** monthly program reports reflecting services provided or obtained, name of clients served, and amount of services rendered, and other relevant program information as mutually agreed by **THE ACSP** Executive Director and **THE REGIONAL CENTER** director.

**THE ACSP** shall retain all records pertaining to this agreement for seven years after the close of the State of Missouri current fiscal year unless audit questions have arisen within the seven year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.

**THE ACSP** shall provide an audit of the Program to be completed by a Certified Public Accountant annually or within 180 days of the termination date of this agreement. The scope of the audit shall, in accordance with the requirements of the Department of Mental Health's Service Provider's Guide, include all receipts and expenditures, as well as financial, controls and purchasing procedures established by **THE ACSP** pursuant to this agreement. The audit report shall be provided to **THE DIVISION** upon completion.

**THE REGIONAL CENTER** Director and **THE ACSP** Executive Director shall coordinate their respective staff groups, define and exchange such records and reports and do such other activities as may be required to implement this agreement.

A copy of this agreement shall be filed with the Secretary of State, as set forth in Chapter 67.390, RSMo. 1986 (as amended).

## **X. HUMAN RIGHTS ASSURANCES**

**THE ACSP** agrees not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.

## **XI. AMENDMENT**

This agreement may only be modified or changed by the written mutual consent of the parties hereto.

Either party may propose amendments to this agreement at any time during the agreement period. Amendments which are mutually agreeable shall take effect upon the written approval of both parties.

## **XII. TERM AND ANNUAL RENEWAL**

This agreement shall be binding upon and insure to the benefit of the parties hereto and in the event any individual provision of this agreement shall be determined to be invalid by a court of competent jurisdiction or by arbitration, such invalidity shall have not effect upon the remaining portions of the agreement which shall remain in full force and effect.

No provision of this agreement shall be construed as to limit the authority and discretion of **THE ACSP** to admit any person to any services, facilities, or programs.

\*\*\*SAMPLE\*\*\*

**AFFILIATED COMMUNITY SERVICE PROVIDER AGREEMENT**

**I. PREAMBLE**

The Division of Mental Retardation and Developmental Disabilities, hereinafter referred to as "**THE DIVISION**", is one of the three major divisions of the Department of Mental Health. **THE DIVISION's** primary mission is to serve persons with developmental disabilities as defined in Section 630-005,. RSMo. 1979 as amended). The Legislature imposed upon **THE DIVISION** certain responsibilities, powers, functions, and duties, as set forth in Chapters 630 through Chapters 633.160, RSMo. 1979 (as amended), in order that it may attempt to fulfill its primary mission, and

The \_\_\_\_\_ County Board, hereinafter referred to as "**THE COUNTY BOARD**", was established by the voters of \_\_\_\_\_ county on (date/year) for the purposes of providing facilities and services to developmentally disabled and other handicapped persons within said county. The Legislature imposed upon **THE COUNTY BOARDS** certain responsibilities, powers, functions, and duties, as wet forth in Chapter 205, RSMo. 1979 (as amended); and WHEREAS

It is the public policy of the State of Missouri that all forms of contractual cooperative services which promote the economy and efficiency of operations of local government should be encouraged; and

It is the responsibility of **THE DIVISION** to cooperate with non-state governmental agencies and the private sector in establishing, conducting, integrating, and coordinating mental retardation and developmental disabilities programs and projects; and

The Department of Mental Health seeks and encourages cooperation and active participating of communities, counties, organizations, agencies, corporations, and individuals in the effort to establish and maintain quality programs and services for persons affected by developmental disabilities; and

**THE DIVISION** and **THE COUNTY BOARD** may provide services to identically defined developmentally disabled persons in \_\_\_\_\_ county; and

**THE COUNTY BOARD** operating as a governmental entity has established and operated nationally accredited (as referenced in Exhibit "A" attached hereto and incorporated herein by reference) community based facilities and services for several years which have proven to be economical and effective for the provision of services;

NOW THEREFORE, in consideration of the respective promises and responsibilities of the parties hereto, **THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARD** do hereby resolve to enter into this agreement for the provision of county based case management and community family support services for developmentally disabled citizens of \_\_\_\_\_ county and mutually agree as follows:

## II. PURPOSE

In an effort to deliver the highest quality services in the most cost effective manner, **THE DIVISION** and **THE COUNTY BOARD** agree to establish this county/state affiliation agreement.

The agreement is intended to clarify and delineate the respective roles of **THE DIVISION** and **THE COUNTY BOARD** in the joint funding, delivery, and expansion of an array of community-based services for developmentally disabled persons in \_\_\_\_\_ county.

The Regional Center Director and the County Board Executive Director shall coordinate their respective staff groups, define and exchange such records and reports and such other activities as may be necessary to implement this agreement.

The Regional Center Director and the County Board Executive Director may share personnel resources (within the limitations of the merit system), technical assistance, information management systems, and other resources deemed economical, efficient, and mutually beneficial to the joint implementation of this agreement.

## III. PLANNING

**THE DIVISION** and **THE COUNTY BOARD** agree to exchange planning information including, but not limited to, prevalence and incidence studies, needs assessments, handicapped census reports, and inventories of community services for \_\_\_\_\_ county.

In order to avoid unnecessary duplication of services and to coordinate planning and financial resources, **THE DIVISION** and **THE COUNTY BOARD** agree to notify each other in writing and solicit comments prior to development of new services in the public or private sector whenever the contemplated new services are authorized within the enabling legislation of either group.

## IV. CLIENTS TO BE SERVED

The \_\_\_\_\_(provider)\_\_\_\_\_ is intended to benefit those developmentally disabled residents of \_\_\_\_\_ county not living in a residential facility.

Persons otherwise eligible and likely to benefit who have been admitted to the residential and supported living services administrated by the county board may also be served under this agreement. The \_\_\_\_ (provider) \_\_\_\_\_ may serve clients residing in adjacent counties via inter-county/program agreements when without such agreements, programs would be inaccessible to those clients.

**THE REGIONAL CENTER** shall have responsibility for client intake, client screening and evaluation for eligibility determination, administration of the Standard Means Test, and initial service plan development. This will be done with the consent decree in the case of Alan Leake vs. C. Keith Schafer, et.al. as well as in compliance with the new eligibility rule, 9 CSR 50-1.045, Eligibility for Services from the Division of Mental Retardation and Developmental Disabilities. **THE ACSP** shall be responsible for collecting client pay portions determined by the Standard Means Test.

**THE DIVISION, THE REGIONAL CENTER, and THE ACSP** shall exchange information and make referral of persons to **THE REGIONAL CENTER** believed eligible for services. Whenever it is determined through a comprehensive evaluation that a \_\_\_\_\_ county resident is developmentally disabled so as to require the provision of habilitative services, and if such person, such person's parent if the person is a minor, or legal guardian requests that he be registered as a client of **THE REGIONAL CENTER, THE REGIONAL CENTER** shall make referral of that client to the **ACSP**. **THE REGIONAL CENTER** shall forward its comprehensive evaluation and such other records as necessary to **THE ACSP**, which shall accept or reject the referral on the basis of the criteria set out in the following paragraph.

**THE ACSP** shall admit the person to the Program, unless as a result of reviewing the evaluation and initial service plan, and other pertinent information, **THE ACSP** Director determined the client: 1) is not developmentally disabled, as determined by **THE REGIONAL CENTER**; 2) has a condition of such a nature that, for the protection or adequate care of the client or others, the client requires Department residential habilitation or other services; or 3) has needs which cannot best be met by services or programs offered by **THE ACSP**.

If **THE ACSP** rejects the referral, **THE REGIONAL CENTER** Director and **THE ACSP** Executive Director shall make every effort to determine the appropriate disposition of the client. If the referral is rejected, **THE ACSP** shall provide a written report to **THE DIVISION** detailing the reasons for such rejection. It shall be the responsibility of **THE DIVISION** to maintain a record of each rejection and consider this information in its overall review of the success of this agreement.

## V. CASE MANAGEMENT

**THE REGIONAL CENTER** will provide case management services which will include coordination of service planning (Individual Habilitation Plan development,

review, and modification), service coordination and referral, monitoring, crisis intervention, and advocacy.

**THE REGIONAL CENTER** shall locate a case manager(s) at **THE ACSP** on a permanent basis. **THE ACSP** agrees to furnish, without charge to **THE DIVISION**, office space and utilities for assigned case managers. It shall be the responsibility of **THE ACSP** staff and **THE REGIONAL CENTER** case manager(s) to develop an initial Personal Plan within 30 days of acceptance of an eligible client.

## VI. SERVICES

Under this agreement, **THE ACSP** may deliver residential and other services as specified in the client's Personal Plan so long as professional services will be secured from persons credentialed, licensed, or certified equivalently to state employees delivering comparable services.

## VII. FUNDING

Upon implementation of this agreement, all current Division clients served by **THE ACSP** shall continue to receive services as authorized by their current personal plan. Funding of the implementation of personal plan services shall be authorized by **THE ACSP** Executive Director or designee. However, for Medicaid Waiver clients, funding authorization shall require pre-authorization by appropriate Division staff.

**THE DIVISION** shall cause a fund encumbrance to be established at **THE REGIONAL CENTER** for **THE ACSP** Program from funds designated for such purposes. The amount of the funds encumbered are detailed on Attachment A and may be amended from time to time to reflect changes in client needs and/or withholds directed by the Governor, so long as other service providers are likewise affected. Such amendments will be carried out as specified in Paragraph Number 11. These funds will be available to **THE ACSP** at a rate of 1/12<sup>th</sup> the annualized amount, as invoiced to **THE REGIONAL CENTER**. **THE REGIONAL CENTER** will continue to function as payee for benefits received by persons with developmental disabilities from \_\_\_\_\_ county (e.g., SSI, SSA, Retirement). **THE REGIONAL CENTER** will provide monthly reports of NAFS account balances available for personal spending to **THE ACSP** so that client purchases can be planned. The personal planning team will approve expenditures from these funds.

Based on historical client needs and service levels, **THE DIVISION** and **THE ACSP** obligations are conditional upon appropriations from the General Assembly. In the event funding is not provided, this agreement shall be null and void and of no further force and effect.

**THE ACSP** shall in no event be responsible for any outstanding obligations created or incurred by **THE DIVISION**, **THE REGIONAL CENTER**, or the individual recipients

of services. Likewise, **THE DIVISION** shall in no event be responsible for any outstanding obligations created or incurred by **THE ACSP** or the individual recipients of services.

### **VIII. QUALITY ASSURANCE, PROGRAM EVALUATION, STAFF TRAINING**

Due to the comprehensive array of services provided by **THE ACSP** and the significant financial commitment of **THE DIVISION**, **THE ACSP** shall hire staff to carry out a quality assurance plan, program evaluation plan, staff training plan to assure compliance with Division regulations, maintain national accreditation standards of service delivery, client outcome data and trends, and staff competencies/continuing education. Funds for this purpose are made a part of this contractual agreement.

**THE DIVISION**, through its case management staff and other appropriate staff, shall provide an oversight function to assure **THE ACSP** is meeting the terms and conditions of this contractual agreement. The oversight activities may include an evaluation of a randomly selected group of clients through a review of documentation and observation of client services as mutually agreed by both parties.

### **IX. RECORDS AND INFORMATION EXCHANGE**

**THE ACSP** shall provide **THE REGIONAL CENTER** monthly program reports reflecting services provided or obtained, name of clients served, and amount of services rendered, and other relevant program information as mutually agreed by **THE ACSP** Executive Director and **THE REGIONAL CENTER** director.

**THE ACSP** shall retain all records pertaining to this agreement for seven years after the close of the State of Missouri current fiscal year unless audit questions have arisen within the seven year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.

**THE ACSP** shall provide an audit of the Program to be completed by a Certified Public Accountant annually or within 180 days of the termination date of this agreement. The scope of the audit shall, in accordance with the requirements of the Department of Mental Health's Service Provider's Guide, include all receipts and expenditures, as well as financial, controls and purchasing procedures established by **THE ACSP** pursuant to this agreement. The audit report shall be provided to **THE DIVISION** upon completion.

**THE REGIONAL CENTER** Director and **THE ACSP** Executive Director shall coordinate their respective staff groups, define and exchange such records and reports and do such other activities as may be required to implement this agreement.

A copy of this agreement shall be filed with the Secretary of State, as set forth in Chapter 67.390, RSMo. 1986 (as amended).

#### **X. HUMAN RIGHTS ASSURANCES**

**THE ACSP** agrees not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.

#### **XI. AMENDMENT**

This agreement may only be modified or changed by the written mutual consent of the parties hereto.

Either party may propose amendments to this agreement at any time during the agreement period. Amendments which are mutually agreeable shall take effect upon the written approval of both parties.

#### **XII. TERM AND ANNUAL RENEWAL**

This agreement shall be binding upon and insure to the benefit of the parties hereto and in the event any individual provision of this agreement shall be determined to be invalid by a court of competent jurisdiction or by arbitration, such invalidity shall have not effect upon the remaining portions of the agreement which shall remain in full force and effect.

No provision of this agreement shall be construed as to limit the authority and discretion of **THE ACSP** to admit any person to any services, facilities, or programs.

# SECTION IV

## MEDICAID

## A. Waiver Information

### **Comprehensive Waiver**

Participants in this program must be eligible for Medicaid, be determined to have mental retardation and/or a developmental disability, and require ICF/MR level of care. Persons may require residential services or may be living in the community with family members. Refer to Section 13.6 for specific eligibility requirements.

In order to be considered for participation in the MRDD Comprehensive Waiver, an individual must:

- be eligible for Medicaid as determined by Children’s Division under an eligibility category that provides for Federal Financial Participation (FFP);
- be determined by the DMRDD regional center to have a developmental disability as defined by Section 630.00 5 (9) of RSMo, (1994); and
- be determined by the DMRDD regional center initially, and annually thereafter, to require an ICF/MR level of care if not provided services under the waiver.

### **Missouri Children With Developmental Disabilities Waiver (Referred To In This Document As The Sarah Jian Lopez Waiver)**

Participants in this program are not eligible for Medicaid under any State programs due to income and resources of parents being “deemed” to the child. Individuals must be less than 18 years of age, have a permanent and total disability, and live at home with their parent(s)/family. The individual must be determined eligible for ICF/MR level of care, be determined at risk of needing ICF/MR institutional care without access to waiver services, and must need waiver services.

In order for a person to be considered for participation in the Lopez Waiver, the individual must meet all of the following eligibility criteria. The individual must:

- Be under the age of 18 and must not be eligible for any regular Medicaid programs, including MC+ for Kids, also known as the SCHIP Waiver or the 1115 Waiver.
- Be living at home and cannot be in placement.

- Have a need for developmental habilitation (waiver) services. While s(he) may have extensive medical needs that could be met with State Plan Medicaid services, the individual must also require behavioral/habilitative services and/or family supports available as waiver services. The waiver services the individual is assessed to need must be ongoing services that the individual will need monthly or at least quarterly.
- Have care and support needs that can be both safely and economically met in the home (cost less than an equivalent level of care in an ICF/MR).
- The individual must have a permanent and total disability (PTD). Sufficient medical records must be provided so that the DFS Medical Review Unit can make the determination that the individual has a PTD condition. (The records will be requested for DFS review if a slot is approved.)
- Be determined by the DMRDD regional center to have a developmental disability as defined by Section 630.00 5 (9) of RSMo, (1994).
- Be determined by the DMRDD regional center initially and annually thereafter to require an ICF/MR level of care if not provided services under the waiver.

### **Community Support Waiver**

Participants in this program must be eligible for Medicaid, be determined to have mental retardation and/or a developmental disability, and require ICF/MR level of care. Persons do not require residential services and typically are living in the community with family members. The individual is at risk of needing ICF/MR institutional services if unable to access waiver services to subsidize care and support provided by the community and family. The estimated cost of waiver services and supports necessary to support the person must not exceed \$20,000 annually.

In order to be considered for participation in the MRDD Community Support Waiver, an individual must meet all of the eligibility criteria in the MRDD Comprehensive Waiver plus the following criteria:

- The person has a place to live in the community, typically with family, and does not require residential services;
- The person has care and support needs that can be both safely and economically met in the home (cost less than the average cost of care in an ICF/MR).
- The initial plan of care estimates the total cost of waiver services necessary to meet the person's needs will not exceed \$20,000 per year.

## B. OHCDS Information

### **Organized Health Care Delivery System**

DMRDD regional centers and other Medicaid service providers which meet the requirements and elect to do so, may enroll with Medicaid as Organized Health Care Delivery Systems (OHCDS) as set forth in 42 CFR 447.10. There are no restrictions as to waiver services that will be provided under this option as long as all applicable provider standards are met for that service. State operated DMRDD regional centers provide Medicaid State plan clinic services and targeted case management. They have systems capable of contracting and paying other providers directly. Other providers of Medicaid services may also elect to become an OHCDS provider if they are approved by the local regional center and have systems capable of contracting with and paying waiver service providers directly and meet the assurances below.

The following assurances are made:

- Individual providers and agency providers are not required to contract with an OHCDS under the waiver.
- All persons or agencies which do contract with an OHCDS to provide waiver services must meet the same requirements and qualifications as apply to providers enrolled directly with the Medicaid agency.
- No OHCDS or contractor will be allowed to limit a recipient's free choice of provider.
- Any state entity wishing to be designated an OHCDS must agree to bill the Medicaid program no more than its cost.
- All contracts executed by an OHCDS, and all subcontracts executed by its contractors, to provide waiver services, must meet the applicable requirements of 42 CFR 434.6 and 45 CFR Part 74, appendix G.

Requirements for enrollment as an OHCDS are stated in detail on the OHCDS assurance form. This form must be completed by the provider and approved by the DMRDD, and will be submitted to the Medicaid agency, along with any other documents required for enrollment as an OHCDS.

## C. Targeted Case Management

To be eligible for Targeted Case Management (TCM) services provided through the Division of MRDD and approved SB40 Counties, or an approved MRDD Affiliated Community Support Provider, the individual must be determined to:

- have a developmental disability (DD)
- be enrolled with the Missouri Division of MRDD
- be eligible for Medicaid
- not reside in ICF's/MR or other Medicaid funded nursing facilities (ICF's) unless the person has a transition plan and will move to the community within 180 days. (See Section XII Administration)

The Missouri Family Support Division is responsible for determining if individuals are eligible for Medicaid. Only Medicaid eligible individuals who are enrolled for services through MRDD's 11 Regional Centers are eligible for TCM. The Division of MRDD is responsible for approving SB40 counties or MRDD Affiliated Community Support Providers as eligible Medicaid providers of MRDD TCM services.

Targeted Case Management for persons with developmental disabilities has been a Medicaid service program in Missouri since January, 1991. The term 'targeted' means that the case management services under this program are not available to all Medicaid eligible people, only to those who are eligible for services from the Division of MRDD. Furthermore, only qualified staff employed by the Division of MRDD, staff employed by approved County SB40 Boards, or staff employed by an approved MRDD Affiliated Community Service Provider are eligible to provide the services.

The principal service under the TCM program is service coordination and staff providing this service are service coordinators. Service coordination, as provided under this program, is a group of activities that assist individuals to gain access to the care and services they need. Service coordination activities may take place in or out of the presence of the individual being assisted, and may include contacts with others, assessments, planning and documentation on behalf of that individual. The State Medicaid Plan for this program describes service components as assessment, planning, coordinating, monitoring and documenting. The Division has modified these components and definitions so they are still in compliance with the approved State plan, but are more compatible with consumer and family centered service coordination, and more accurately reflect the real practice of service coordination. The service components and definitions used by Division of MRDD are: Planning Supports, Linking Resources, Quality Enhancement, and Documentation.