

Contract For Services



Missouri Department of Mental Health,
Division of Administrative Services
Purchasing and General Services
1706 East Elm Street, P.O. Box 687
Jefferson City, MO 65102

Contract #: ER0199XXXXX

Title: Targeted Case Management

County(ies) Served:

Contract Period:

July 1, 2016 through June 30, 2017

The Department of Mental Health desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract. The contractor shall review and sign this contract and submit the executed signature page to the Department of Mental Health, Purchasing and General Services Unit.

Contractor Information:

Contractor Name:

Mailing Address:

City, State Zip:

Contact Person Name and Title: _____

Contact Person E-Mail Address: _____

Not For Profit Status: (Check box if your organization is a not-for profit entity)

For State Office Use Only	
State Vendor #:	
Medicaid #:	
NPI:	
Responsible DMH Facility:	



The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract shall exist between the contractor and the Department of Mental Health.

The authorized signer of this document certifies that the contractor named below and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

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

Authorized Signature for the Contractor

Name and Title

Date

Authorized Signature for Department of Mental Health

Date

1 Introduction and Background Information

1.1 The Missouri Department of Mental Health, Division of Development Disabilities (Department), hereby enters into this contract with _____ (contractor) for the provision of Targeted Case Management (TCM) services to clients of the Department.

1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER199) issued to the Department by the State Office of Administration.

1.3 Coordination

1.3.1 The contractor shall fully coordinate all contract activities with those activities of the Department.

1.3.2 The contractor shall coordinate delivery of services with the authorizing Division of Developmental Disabilities Regional Office (RO), as required.

1.4 Correspondence

1.4.1 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.

1.4.2 The contractor understands and agrees that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. In the event the communication contains private health information, this information will be encrypted or otherwise securely communicated.

2 General Service Requirements

2.1 Services Provided

2.1.1 The contractor shall provide services for the Department in accordance with the provisions and requirements stated herein.

2.1.2 Billable services shall include those services listed on Attachment B, attached hereto.

2.2 Certification/Program Standards

2.2.1 The contractor shall comply with all applicable requirements of:

- a. 9 CSR, Division 10, Chapter 5 (General Program Procedures); and
- b. 9 CSR, Division 45, (Division of Developmental Disabilities); and
- c. any subsequent revisions or additions to the above.

2.2.2 The contractor shall:

- a. obtain any required certification(s) prior to the actual delivery of services;
- b. maintain any such certification(s) throughout the contract period; and
- c. deliver services in a manner consistent with the treatment principles stated in the certification/program standards.

2.2.3 Department Code of State Regulations (CSR's), Certification/Program standards may be viewed and downloaded from the following internet site:

<http://www.sos.mo.gov/adrules/csr/current/9csr/9csr.asp>

Missouri Revised Statutes (RSMO's) may be viewed/downloaded from the following internet site:

<http://www.moga.mo.gov/>

2.3 Information and Billing Systems

2.3.1 The contractor shall utilize the Department's computerized systems, as required, for reporting, data collection and other related activities specified by the Department. The contractor shall ensure that

all required information is entered in a timely, accurate manner in accordance with Department specified timeframes.

2.3.2 The contractor and Department shall coordinate data collection and analysis activities to support State and Federal efforts to uniformly collect and analyze services data.

2.4 **Outcomes Data and Consumer Satisfaction**

2.4.1 The contractor shall participate in the collection and evaluation of outcomes data, including consumer satisfaction surveys, as required by the Department.

2.4.2 The contractor shall utilize the assessment tools, survey protocols and instruments specified by the Department, and shall have ready access to the information supplied to the Department to assist with performance improvement and benchmarking efforts.

2.4.3 The contractor shall establish, implement, and monitor a plan of action to improve outcomes and consumer satisfaction, as directed by the Department.

2.5 **Personnel**

2.5.1 Contractor staff utilized in the provision of services must be appropriately trained, licensed, certified and/or credentialed, as specified in Attachment B.

2.5.2 All personnel provided by the contractor must have background checks conducted in accordance with RSMo. 630.170 and 9 CSR 10-5.190. The contractor shall be responsible for all costs related to background checks and screenings.

2.6 **Business Associate Provisions**

2.6.1 The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.6.2 Therefore, unless the contractor declares itself to be a Covered Entity as defined in the HIPAA regulations, the contractor shall be a "Business Associate" of the Department as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103 and the contractor shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

2.6.3 The contractor must notify the Department in writing if declaring itself to be a Covered Entity as defined in the HIPAA regulations.

2.7 **Debarment Certification**

2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

2.7.2 The contractor must complete and submit Exhibit #1, Certification Regarding Debarment, prior to award of contract.

3 Specific Service Requirements

3.1 **Implementation**

3.1.1 To coordinate a delivery system of services and avoid duplication of services, the Department and the contractor shall exchange planning information at least annually. Information shall include the proposed development of services in the public or private sector, the sharing and exchange of records, reports, incidence studies, needs assessments, census reports, inventories of services, technical assistance, assessed standard means amounts, and other information determined beneficial for implementation of this contract within the limits of Federal and State law.

3.1.2 The contractor shall enroll with MO HealthNet Division as a Targeted Case Management (TCM)

provider and maintain a valid contract on file. All applicable Federal and State rules and regulations shall apply to the provision of Medicaid covered services.

- 3.1.3 The contractor shall provide Case Management services to Medicaid eligible and non-Medicaid eligible persons.
- 3.1.4 The contractor shall provide an afterhours (24 hours per day and 7 days per week) contact telephone number for individuals and families that require assistance after normal business hours. The contractor shall provide the afterhours (24/7) contact number to the Department's Regional Office Director.

3.2 **Referral and Eligibility**

- 3.2.1 In accordance with 9 CSR 45 2.010 (1), the Department is responsible for screening and assessment as part of the intake process and referral of individuals believed to be eligible for services. Contractors who are also SB 40 Boards may work with the regional office to assist with the application part of the intake process. The Department may provide or contract for assessment. The final determination of eligibility for Department services shall be the responsibility of the Department.
- 3.2.2 The Department's Regional Office (RO) is responsible for administration of the Standard Means Test (SMT), unless the contractor agrees to assume the obligation for SMT and for collection of payments from individuals determined eligible for services. The RO shall inform the contractor of any and all direct pay and/or third party resources available to eligible individuals. Any amounts collected by the contractor shall be contributed to the cost of services.
- 3.2.3 After the RO determines initial eligibility, the information packet shall be mailed or electronically transmitted to the contractor (Attachment D). The contractor shall assign a Support Coordinator for the individual within five (5) business days. Until the contractor receives the complete information packet (See Attachment D) as defined by 9 CSR 45-2.010 through 2.020 and DOR 4.040, the individual is not a client of the contractor. The Regional Office will send the information packet to the contractor within three (3) days of eligibility determination. In accordance with state and federal law, an initial individual support plan will be developed within thirty (30) calendar days of eligibility determination.
- 3.2.4 Upon receiving an administrative transfer request for an individual, the contractor shall reply to the RO within three (3) business days. The contractor shall conduct a file audit review prior to transferring a record in order to ensure all required items are included (Attachment E).

3.3 **Targeted Case Management (TCM)**

- 3.3.1 The contractor shall provide TCM services as follows:
 - a. Assessment - identifying the need for medical, social or other services and completing related documentation, and gathering information from other sources.
 - b. Development of a individual support plan - Based on information collected through the assessment, develop service goals and identify a course of action to address the medical, social, and other services the eligible individual needs, with active participation of the eligible individual (or authorized healthcare decision makers) and others to respond to assessed needs.
 - c. Referral and related activities to help eligible individuals obtain needed services - This includes activities that help link with medical, social or educational providers or other programs that are capable of providing needed services to address identified needs and achieve goals in the individual support plan.
 - d. Monitoring and follow-up activities, including activities and contacts that are necessary to ensure that the individual support plan is effectively implemented and is adequately addressing the individual's needs, which may include contacting the individual's family members or service providers, or other entities or individuals to help determine whether:

- i. Services are being furnished in accordance with the individual support plan;
- ii. The services in the individual support plan are adequate;
- iii. Changes in the individual's needs or status exist;
- iv. Proper documentation is maintained;
- v. Individual's rights are protected; and
- vi. Service monitoring.

3.3.2 The contractor shall comply with the applicable Centers for Medicare and Medicaid Services (CMS) rules, Missouri State Statutes and Code of State Regulations. The Department will include the contractor and seek input when they are considering a change to the Code of State Regulations as applied to TCM.

3.3.3 The contractor shall use funds generated by providing TCM services to support costs of providing targeted case management services.

3.3.4 The contractor's Support Coordinators shall successfully complete Department approved competency-based training, as outlined in Section 3.4 of this contract.

3.4 **Targeted Case Management Staff Development**

3.4.1 **Definitions:**

- a. E-Learning: (Electronic Learning): Education offered using electronic delivery methods such as web-based learning, computer-based learning, virtual classrooms, and digital collaboration. It includes the delivery of content via Internet, intranet/extranet (LAN/WAN), audio- and videotape, satellite broadcast, interactive TV, CD-ROM, and more.
- b. Guided Retraining: One-on-one support coordinator training conducted by a lead support coordinator, under the supervision of the support coordinator's supervisor.
- c. In-Service: An activity designed to enhance and improve competencies for support coordinators to perform their present jobs or to prepare them for additional job duties or promotional opportunities. Training courses shall be available on-line and in a classroom format.
- d. Learning Management System (LMS): E-Learning website system that tracks both on-line training and presenter-led classroom training. The system will also schedule, remind and provide course assessment and feedback tools.
- e. E-Learning: E-Learning enables training managers to develop, deliver, manage and track a wide variety of learning experiences and administrative reporting tasks. It significantly expands the access to creative learning materials, and at the same time provides a vehicle to ensure greater compliance and control over the legal standards of quality training in government work.
- f. Personal Account: e-Learning visitors have a personal landing page that organizes their individual learning materials, stores completed courses for future reference, archives certificates of completion and records their progress on current learning activities.
- g. Support coordinator: Staff employed by Department Regional Offices, SB 40 Board and other not-for-profit agencies contracted with the Department, Division of DD to provide TCM for individuals eligible for Regional Office services. To be qualified as a Support Coordinator for TCM services, staff must meet the minimum experience and training qualifications for the Department's position of Support Coordinator I.
- h. Targeted Case Management (TCM) Provider: The Department's Division of Developmental Disabilities' Regional Offices, SB-40 Boards, and Not-for-Profit agencies contracted by the Division of DD, who provide TCM for individuals eligible for Regional Office services.
- i. Testing Out: When a Support Coordinator leaves and returns to employment as a Support Coordinator, he/she is required to re-train and test if they have been gone for more than one

year. Under a year, the Support Coordinator has the option of “testing out” without going back through the manual modules and the training. Current Support Coordinators have the option of “testing out”.

3.4.2 **Required Skill Based Support Coordinator Training for New Hires**

The contractor may use other Support Coordination curriculums/processes for items a – c with prior written approval from the Department’s, Division of DD Director or designee. Additional written approval from the Department’s Division of DD Director or designee will be obtained by the contractor prior to any significant changes to the curriculums/processes. The Department will provide its TCM E-Learning curriculum to the contractor for use with other E-Learning systems.

The contractor shall provide additional training for all changes to the Support Coordination Manual (SCM).

The contractor shall provide training regarding Abuse & Neglect every two (2) years.

The contractor shall provide orientation and training for Support Coordinators as detailed below.

a. **Within The First 30 Calendar Days:**

The contractor shall conduct orientation for Support Coordinators within the first thirty (30) calendar days of employment.

b. **Within The First 90 Calendar Days :**

SUPPORT COORDINATION MANUAL TRAINING

- i. SCM - A Philosophy & Values (On-line and/or Classroom)
- ii. SCM - B: Learning the Basics (On-line and/or Classroom)
- iii. SCM - B (2): Service Monitoring (On-line and/or Classroom)
- iv. SCM- B (3): Employment Initiative (On-line and/or Classroom)
- v. SCM - C: Admission & Discharge (On-line and/or Classroom)
- vi. SCM - D: Self Directed Services (On-line and/or Classroom)
- vii. SCM - E: Support Planning Process (On-line and/or Classroom)
- viii. SCM - F: Funding Basics (On-line and/or Classroom)
- ix. SCM - G: Funding (On-line and/or Classroom)
- x. SCM - H: Medicaid Waiver (On-line and/or Classroom)
Information regarding Center for Medicare and Medicaid Services (CMS) Support Coordinator Training can be found at: www.hchsassurances.org/index.html.
- xi. SCM - I: Community Living (On-line and/or Classroom)
- xii. SCM - J: Quality Enhancement (On-line and/or Classroom)
- xiii. SCM - K: Abuse & Neglect (On-line and/or Classroom)
- xiv. SCM - L: Legal and Advocacy (On-line and/or Classroom)

c. **Competency Level – 80% minimum.**

- i. The contractor’s support coordinators shall successfully complete the TCM testing by the end of their first three (3) months of employment. The contractor may extend this period based upon extenuating circumstances. The contractor’s Support Coordinators shall successfully complete the TCM training within the first six (6) months of employment.
- ii. If a test(s) is not passed the first time, supervisor or designee will give a second, handwritten test. The second set of tests is available at the local RO. If using the e-

Learning system, the training information for the second set of tests requires results to be manually entered into the e-Learning system for training tracking. If the person fails twice, they need to go back through the section(s) and re-train with guidance from the supervisor. If the person fails the third time, it is at the discretion of the contractor as to what further training is required. An option may be Guided Retraining.

- iii. When the contractor's Support Coordinator leaves and returns to employment as a Support Coordinator, he/she is required to re-train and test if they have been gone for more than one (1) year. If they have been gone for less than one (1) year, the person has the option of "testing out" without a review of the training.
- iv. For those using the Support Coordinator Manual (SCM), the SCM Workgroup will determine if retesting is required or a simple review of the materials, based on the number of changes made to the information, is sufficient.
- v. Current support coordinators with more than one year of experience may complete all the modules and testing within six (6) months' time or use the "testing out" option.
- vi. Course requirements may be noted on a support coordinator's Performance Plan. New or revised Federal, State or county policy and procedures will result in additional training requirements.
- vii. The contractor may require a support coordinator to participate in further training or one-on-one mentoring following completion of an on-line course to increase a support coordinator's targeted case management competency.
- viii. The Learning Management System (LMS) shall be used to track all training for those participating in e-Learning. The support coordinator's certificate of attendance and/or the supervisor's access to training history lists on e-Learning shall be used as a tracking mechanism to validate attendance. Agencies not participating in e-Learning shall have a tracking system in place to ensure training requirements have been met.
- ix. The local Regional Office (RO) TCM Technical Assistance Coordinator is the contractor's contact for the training process.
- x. Contractor or designee shall notify support coordinators of staff development opportunities offered on e-Learning, in traditional classroom training, workshops, seminars and conferences. Notification may include posting such opportunities on the Regional Office Calendar or e-mail distribution.

3.5 **Funding**

- 3.5.1 The contractual obligations of the Department and contractor are conditional upon annual appropriations from the General Assembly and the contractor. Should the appropriation or funding be withheld, unauthorized or not appropriated, the contractor may in whole or in part limit the transfer or admission of additional individuals or return individuals to the Department for TCM services. Should the contractor's funding be withheld, unauthorized or not appropriated, the Department shall contact the contractor and develop a plan to establish TCM services.
- 3.5.2 The contractor shall electronically invoice MO HealthNet Division for TCM services based on the Medicaid approved rate in effect for the date of service and in accordance with Federal and State Medicaid rules and regulations. The contractor may invoice TCM services to MO HealthNet Division using the Department's information system or use another information system to invoice TCM services directly to MO HealthNet Division.
- 3.5.3 The contractor will receive from MO HealthNet the full reimbursement for TCM services paid by MO HealthNet Division. The contractor shall be responsible for the accuracy of billings to MO HealthNet Division and shall be liable for any denials or recoupment for failure to comply with applicable Medicaid rules and regulations.

- 3.5.4 The state funding to support state share costs of TCM services is limited to an allocation of funds calculated each fiscal year. The Allocation of funding is calculated each quarter by dividing the total caseload of the contractor by an average caseload of forty (40) consumers; multiplied by one hundred and twenty (120) average hours per month; multiplied by three (3) months; multiplied by a Medicaid eligibility percentage of 80%, or the actual Medicaid eligibility percentage if greater than 80%; multiplied by the state match rate and multiplied by the Medicaid rate which equals the allocation dollar amount. Contractors will be billed by the Department for any additional state share costs for TCM services above the allocation of state funding.
- 3.5.5 The Department shall invoice the contractor at least 30 days in advance, any projected State share of Medicaid payments made to the provider within the state fiscal year which are in excess of the contractor's allocation. The contractor shall deposit the funds with the Department in advance of the Medicaid payments made to the contractor which exceed their allocation.
- 3.5.6 The contractor shall comply with 42 CFR 433.50 and 42 CFR 433.51 regarding intergovernmental transfer of funds.
- 3.6 **Quality Assurance**
- 3.6.1 The contractor and Department shall ensure that individuals are provided due process and an opportunity for a fair hearing in accordance with the requirements of 42 CFR 431, Subpart E.
- 3.6.2 The contractor shall provide services in support of each individual's Individualized Service Plan (ISP) based on a person-centered planning process.
- 3.6.3 The contractor's Support Coordinators shall sign a Confidentiality Statement to safeguard the use or disclosure of information concerning applicants and eligible individuals and county and state records and information.
- 3.6.4 The contractor shall have written policies and procedures in place to address potential conflicts and maintains compliance with Section 105.452 RSMo.
- 3.6.5 The contractor shall comply with all CMS and Missouri Code of State Regulations reporting requirements and timelines. The Department and the contractor shall share all information related to abuse/neglect investigations at the time when they are initiated, quality assurance, and enhancement plans and any other information necessary for the contractor to properly carry out its TCM service responsibilities.
- 3.6.6 The Department will retain the responsibility for investigating abuse and neglect allegations in accordance with State law and regulation. In accordance with §630.167 RSMo the contractor may obtain a redacted copy of a Department abuse and neglect investigative report once the report is final. The contractor is obligated by statute to keep such information confidential. Support Coordinators employed by the contractor are mandated reporters of suspected abuse or neglect under State law and shall report to the RO such suspected abuse/neglect as occur in Department contracted settings as required by State law and regulation.
- 3.6.7 Should the contractor determine that services are not being furnished in accordance with the plan of care or that services provided are inadequate in terms of quality, the contractor may intervene to address the problem, which shall involve submitting documentation to the Department for entry into the Actions Plan Tracking System (APTS) data base so that the contractor and the Department may jointly address issues through the Quality Enhancement process.
- 3.6.8 The contractor and Department shall have a TCM satisfaction survey process for the individuals it serves to determine the individuals' level of satisfaction with the services provided. The survey results shall be shared between both parties on an annual basis.
- 3.6.9 The contractor shall participate in the collection and evaluation of outcomes data, including consumer satisfaction surveys, as required by the Department.
- 3.6.10 The contractor shall utilize the assessment tools, survey protocols and instruments specified by the

Department, and shall have ready access to the information supplied to the Department to assist with performance improvement and benchmarking efforts.

- 3.6.11 The contractor shall establish, implement, and monitor a plan of action to improve outcomes and consumer satisfaction, as directed by the Department.
- 3.6.12 The contractor's Support Coordinator shall complete Health Inventories with initial placement, annually, and with significant health changes for all persons in residential services. They should also monitor for completion of the Action Plan component of HIPS (Health Identification & Planning System). The Health Identification and Planning Process (HIPS) is a quality integrated function designed to safeguard individuals through discovery and remediation of unmet health support needs. The HIPS process is made up of the following components: Health Inventory, Nurse Review, and Nurse Review Action Plan.
- 3.6.13 The contractor's Support Coordinator shall assure that each indicator marked on the Health Inventory is addressed in the Individual Support Plan (ISP). The Health Inventory prioritizes individuals who need significant supports for optimal health; then assures those supports are in place by their service provider through a professional nursing review and action planning process.
- 3.6.14 Once the HIPS Action Plan is fully implemented, the contractor's Support Coordinator shall sign off in CIMOR validating implementation of all action steps.
- 3.6.15 The contractor shall comply with the Performance Measure Requirements as listed in Attachment C.
- 3.6.16 The RO will discuss with the contractor performance issues as they arise. An improvement plan will be jointly developed for addressing these issues when remediation has not occurred within ninety (90) days. The contractor shall be responsible for submitting the agreed upon actions within negotiated time frames but not to exceed thirty (30) days.
- 3.6.17 The RO shall develop a Critical Status Plan in conjunction with the contractor under the following circumstances
 - Improvement Plan is not being implemented;
 - Issues in the Improvement Plan are not being resolved;
 - Reviews/audits show a consistent or continued lack of internal quality assurance activity/action, relies on external quality activities of regional office, reacting/making improvements only at that time.

3.7 **Performance Measures**

- 3.7.1 Upon the contractor's acceptance of an eligible individual, the contractor shall assign a Support Coordinator for the individual to be served within five (5) business days.
- 3.7.2 The contractor shall develop an initial, individual support plan within thirty (30) calendar days of the contractor's acceptance of the referral.
- 3.7.3 The contractor shall update the individual's support plan on, at least, an annual basis.
- 3.7.4 A written performance measure report shall be maintained by the contractor and shall be available for review or submitted to the Department upon request. Performance measures are:
 - a. Upon acceptance of an eligible individual, a Support Coordinator shall be assigned for the individual to be served within five (5) business days.
 - b. An initial individual support plan shall be developed within thirty (30) calendar days of the contractor's acceptance of the referral.
 - c. The individual support plan shall be updated at least annually.
 - d. All individuals receiving service coordinator/case management services shall receive an annual satisfaction survey.

- 3.7.5 Information collected from the performance measure reports shall be shared between the Department and the contractor.
- 3.7.6 If the contractor is Commission on Accreditation of Rehabilitation Facilities (CARF) accredited in the area of service coordination/targeted case management, the contractor's CARF annual report of accreditation shall be on file with the Department.
- 3.7.7 The contractor shall meet CMS assurance requirements related to TCM (Attachment C).

3.8 **Information Exchange**

- 3.8.1 The contractor shall provide contractually required information to the Department's RO in an electronic format unless the contractor agrees to enter this information directly into the Department's database.
- 3.8.2 The contractor shall submit copies of annual ISPs to the authorizing RO. ISP signature pages may be requested for audit purposes.

3.9 **Service Requirements**

- 3.9.1 The contractor shall meet the requirements specified in Department's Targeted Case Management Technical Assistance Manual. The Manual is located at the following Internet link:

<http://dmh.mo.gov/docs/dd/tcmtamannual.pdf>

- 3.9.2 The contractor shall meet the requirements specified in the Department Support Coordination Manual. The Manual is located at the following Internet link:

<http://dmh.mo.gov/dd/manuals/scmanual.html>

- 3.9.3 The contractor shall meet the requirements specified in the Individual Support Plan Guide as required by 42 CFR 441.301.

- 3.9.4 The contractor shall meet the requirements specified in Attachment B.

- 3.9.5 The contractor shall have all applicable licenses/accreditations/certifications, as required by the Department.

- 3.9.6 The contractor shall maintain employee files which document, at a minimum, the employee's:

- a. name;
- b. date hired;
- c. current hourly pay rate or salary;
- d. highest level of education completed or passage of the General Education Requirements (GED);
- e. completion dates of training courses; and
- f. criminal history background check results in compliance with 9 CSR 10-5.190.

- 3.9.7 The Department reserves the right to review the contractor's employee files pertaining to information cited in paragraph 3.9.6.

3.10 **Documentation of Services**

- 3.10.1 The contractor shall document and maintain records of services provided. Service records shall be provided to the Department upon request and shall comply with 13 CSR 70-3.030.

<http://www.sos.mo.gov/adrules/csr/current/13csr/13csr.asp>

3.11 **Uniform Cost Report (UCR)**

- 3.11.1 The contractor shall submit to the Department an annual Uniform Cost Report (UCR), using a format established by the Department, documenting the contractor's actual costs incurred in the provision of services during a specific fiscal/business year. The contractor shall submit its UCR within six (6)

months after the close of the contractor's business year. The Department shall provide the contractor with a Uniform Cost Report format and standardized instructions for completion.

4 General Contractual Requirements - TCM

4.1 General

- 4.1.1 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
- a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated in accordance with the provisions of Section 4.2.
 - b. The contract shall be amended by mutual agreement of the parties to ensure that all provisions are compliant with state and federal law.
- 4.1.2 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.5 By signing this contract the contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government.
- a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
 - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The Department enters into this contract by the authority of its director. The contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.2 Amendment, Termination and Renewal

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 The contractor understands and agrees that authorization for the Department to contract for the services required herein is granted each fiscal year by the Office of Administration and that authorization for additional contract periods requires the annual renewal of the authorization.
- 4.2.3 The contractor understands and agrees that funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.

- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
 - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
 - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.4 Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.2.5 The Department shall have the right, at its sole option, to renew the contract. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.6 The Department shall have the right, at its sole option, to consolidate all or portions of related service contracts into a single contract.
- 4.2.7 The contract may be terminated by either party, by giving one (1) year advance written notice to the other party at its principal address. The termination shall be effective one year from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the one (1) year period, for cause.
- 4.2.8 The Department may terminate the contract for breach of contract by providing the contractor with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services delivered after the termination shall not be made beyond the date of termination unless contractor is requested to provide transition services as provided in 4.2.12 in which case contractor will be paid for transition services at the contracted rate.
- 4.2.9 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.
- 4.2.10 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- 4.2.11 Upon termination of the contract, the contractor shall maintain, store, transfer, and provide for the authorized release of all client records developed by the contractor as a direct requirement of this contract. The contractor agrees that upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.12 Transition of Services: Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request.
 - b. The contractor shall agree to continue providing any part or all of the services in accordance with

the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract at the contracted rate.

- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 **Subcontracting**

- 4.3.1 The contractor may subcontract for the services/products required herein with prior written approval from the Department.
- 4.3.2 The contractor understands and agrees that utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include appropriate provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor understands and agrees that the contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 **Conflict of Interest**

- 4.4.1 By signing this contract the contractor certifies that the contractor has no other contractual relationships which create any actual conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 In accordance with state law, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities related to development, review, approval or oversight of the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract. Therefore, the contractor certifies that:
 - a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
 - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
 - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal in which they have administrative control or a monetary interest with the proposed grantee. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 The contractor shall represents itself as an independent contractor offering such services to the general public and shall not represent itself or its employees as employees of the Department or the

State of Missouri.

4.4.6 The contractor must have a conflict of interest policy.

4.5 **Business Compliance**

4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it is presently, and will remain, in compliance with such laws.

4.5.2 The contractor shall have all licenses and/or certifications current which are required by law, rule or regulation.

4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.6 **Personnel and Staffing**

4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

4.6.2 The contractor understands and agrees that by signing this document, they certify the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

4.6.3 The contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to the aforementioned. The contractor shall authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.

4.6.4 The contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements**

4.7.1 The contractor understands and agrees that the contract may involve the expenditure of federal funds. Therefore, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 If during the contractor's fiscal year the contractor expends \$500,000 or more in federal grant funds received from the Department, the contractor shall have an annual audit conducted in accordance with United States Office of Management and Budget (OMB) Circular A-133.

- a. The audit shall be conducted by an individual or firm licensed by the Missouri State Board of Accountancy.
- b. The contractor shall submit a copy of the audit to the Department by the due date for filing the audit with the federal clearinghouse specified in OMB Circular A-133. The items to be submitted to the Department shall consist of the reporting package specified in OMB A-133.
- c. Failure to comply with the audit requirements may result in reduction of available allocation of funds, reduction or suspension of payments to the contractor or cancellation of this contract between the Department and the contractor.

4.8 **Financial Requirements**

4.8.1 Payments due under the terms of the contract shall be made by the Department or the MO HealthNet Division upon receipt of a properly itemized invoice.

- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- b. The contractor shall invoice for services provided at the contracted price(s). Unit prices charged the Department shall be no greater than those charged to the general public for the same service.
- c. The contractor shall not invoice federal or state tax.

4.8.2 The Department reserves the right to: 1) audit all invoices, 2) reject any invoice for good cause, 3) make invoice corrections and/or changes with appropriate notification to the contractor, and 4) deduct from an invoice any overpayment made by the Department.

- a. All overpayments shall be collected in accordance with 630.460 RSMo. Overpayment is defined by 630.460 RSMo as any payment by the Department to a vendor providing care, treatment, habilitation or rehabilitation services to clients under contract with the Department which is:
 - i. in excess of the contracted rate less payments by the client, or on his behalf, as required to be made by the Standard Means Test, contained in 9 CSR 10-31.011;
 - ii. in payment of services not provided;
 - iii. in payment for any service not authorized in the contract with the Department; or
 - iv. in payment for services provided contrary to the provisions of the contract with the Department.

4.8.3 In accordance with 9 CSR 10-31.011, the contractor shall apply to the costs incurred for providing services to the client the benefits received or available on behalf of or to the client from private and public health insurance, health services corporation and health maintenance organization plans, policies and contracts including individual, company, fraternal, group, Medicare, Medicaid and similar plans to the extent and limits of the coverage for the recipient.

- a. The Department reserves the right to deduct from the contractor's invoice, if not deducted by the contractor, all amounts to be collected by the contractor from the client or other payment sources.

4.9 **Insurance**

4.9.1 The contractor understands and agrees that the Department and the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.9.2 The contractor shall be responsible for all injury or damage as a result of the contractor's negligence,

or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- 4.9.3 Notwithstanding the language in this contract set forth above in the Paragraphs 4.3.4, 4.5.3, 4.6.3, 4.8.2 and 4.9.1, the parties recognize that certain contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.
- 4.9.4 Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. Proof of insurance coverage shall be submitted to the Department as requested.
- 4.10 **Human Rights**
- 4.10.1 The contractor shall establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The contractor shall maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge shall cooperate fully with any subsequent Department investigation of the grievance.
- 4.10.2 If this contract is federally funded, the contractor shall abide by the provisions of the Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
- 4.10.3 The contractor shall comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
- 4.10.4 In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; contractors that employ fifty (50) or more persons shall comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.
- a. In addition to the above, the contractor shall make the following human rights assurances:
- i. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
 - ii. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
 - iii. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such contractor employs at least twenty (20) persons.
 - iv. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the

contractor or subcontractor is at least \$10,000 within a fiscal year.

- v. If applicable, to develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program shall include:
 - aa. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - bb. The identification of a person designated to handle affirmative action;
 - cc. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
 - dd. The exclusion of discrimination from all collective bargaining agreements; and
 - ee. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- c. The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

4.10.5 The contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The contractor's failure to comply with this act may result in termination of the contract. The contractor shall notify the Department immediately of any allegations, claims, disputes, or challenges made against the contractor concerning this act.

4.10.6 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.

4.11 **Recordkeeping and Reporting Requirements**

4.11.1 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client progress and other relevant records. The contractor shall submit itemized reports, records and information at the request of the Department.

4.11.2 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the contractor's retention of records.

4.11.3 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.

4.11.4 The contractor shall retain all records pertaining to the contract for six (6) years after the close of the contract year unless audit questions have arisen within the six year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.

- 4.11.5 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.11.6 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
- 4.12 **Notification Requirements**
- 4.12.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a client.
- 4.12.2 The contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client or misuse of client funds/property.
- 4.12.3 In the event the contractor receives notice of a Class I license violation from the Department of Health and Human Services or the Department of Health and Senior Services or a notice under certification that a condition of jeopardy exists, the contractor shall immediately notify the Department.
- a. Notification to the Department may be verbal and shall be followed by written notification mailed
 - b. If applicable, the contractor shall submit to the Department a copy of any plan of correction for Class I deficiencies which has been approved by the Department of Health and Senior Services, the Department, Health Care Financing Administration or other license certification or accreditation authority.
- 4.13 **Miscellaneous**
- 4.13.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.13.2 The Department may require the attendance of a representative of the contractor's agency at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.13.3 The Department reserves the right to place a monitor with the contractor, given any situation described in Section 630.763 RSMo, or when the Department determines that the health, safety or welfare of the clients cannot be adequately assured.
- 4.13.4 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.13.5 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department of Mental Health and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
 - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.

- l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor:**
 - 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
 - 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
 - 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
 - 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
 - 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
 - 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
 - 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor:**
 - 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall

provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
- The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

- 7.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 7.17 Notwithstanding the language in this Agreement set forth above in the Section 7.16, the parties recognize that certain Business Associates and/or contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.

8. Obligations of the Department:

- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. Expiration/Termination/Cancellation

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

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

paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. Breach of Contract

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

Exhibit # 1

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(Before completing certification, read instructions for certification below)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither _____ it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or _____ voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in _____ this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT B: SERVICE REQUIREMENTS

Qualifications of Providers

In addition to Regional Offices, SB40 Boards and other not-for-profit TCM providers may be designated as qualified TCM providers. Support coordinators employed by these entities must meet the minimum experience and training qualifications as follows.

Support coordinators shall meet qualifications as per Division Directive 2.040 (below); 42 CFR 483.430; 9 CSR 45-3.010(1) (D); The Medicaid Waiver Manual; Person Centered Planning Guidelines, and the TCM Contract with Missouri Division of Developmental Disabilities. Background screenings are identified in 9 CSR 10-5.190; and Support Coordinator training requirements are described in the TCM Contract.

Missouri Division of DD Directive 2.040 indicates:

The Medicaid State Plan on file with, and approved by, the Centers for Medicare and Medicaid (CMS) requires case managers (support coordinators) employed by a provider of Targeted Case Management to have the following minimum experience and training:

1. One or more years of professional experience as (a) a registered nurse, (b) in social work, special education, psychology, counseling, vocational rehabilitation, physical therapy, occupational therapy, or speech therapy or a closely related area, or (c) in providing direct care to people who have developmental disabilities;
AND
2. A bachelor's degree from an accredited college or university with a minimum of 24 semester hours or 36 quarter hours of credit in one or a combination of human service field specialties. Additional experience as a registered nurse may substitute on a year for year basis for a maximum of two years of required education.

These requirements are the same as are required for the Missouri state merit position of Case Manager I. Anyone who has worked for the state as a Case Manager I, or who is on the register for Case Manager I is considered to have met the requirements as a TCM case manager, also called a support coordinator.

SERVICE DEFINITIONS

The Medicaid service program is named "Targeted Case Management". The service provided, however, is broadly described as support coordination. Under the TCM program, support coordinators are responsible for ensuring that individuals receiving supports have access to and receive services that meet their needs. The support coordinator is also responsible for monitoring the effectiveness of the services and supports being given.

The single most important element of quality support coordination is building relationships. When strong relationships are developed and trust exists between all people involved with the individual supported, the quality of supports and services improves. Yet, building relationships is not a separate and distinct activity; it is integral to each function the support coordinator performs.

For instance, when a support coordinator is developing an ISP, a relationship with the person/family naturally develops during the discovery process (the time spent finding out the person's/family's interests, hopes, dreams and goals). When a support coordinator successfully enlists the help of another organization in assisting an individual, the relationship between the person, his or her family and the support coordinator will be strengthened.

The component activities, or services, of support coordination are described in this section. A definition of each service is provided below, along with examples of specific activities and documentation requirements.

Planning

Planning supports has two components: Identifying the needs of the person being supported and creating an action plan that will support the person in meeting those needs. It is difficult to define precisely where “identifying needs” turns to “action planning,” because both activities should be occurring continuously and interactively. Therefore, both activities are treated as one and are to be logged with one code.

Identifying Needs

The support coordinator communicates with the individual with a developmental disability and his or her family; with individuals, businesses and organizations in the community; and with other collaborating agency representatives to gather and share information with which to identify needs and concerns and build partnerships in support of the individual and family.

This phase of planning involves:

- Getting to know the person being supported in order to discover how he wants to live, what he wants to learn, what works best for him and what does not;
- Getting to know the person’s interests, gifts and talents;
- Obtaining information about the person by spending time with him, and by communicating with his family, friends and staff from organizations that provide supports and services; and
- Conducting formal assessments if needed, or gathering assessments from collateral information.

Action Planning

In this phase of planning, the support coordinator translates information from the assessment into a plan of action by bringing together people with the information, ideas and skills necessary to support the individual and family in achieving their goals. Planning will involve collaboration with individuals and families to initiate and develop support partnerships; it will include coordinating, attending, and facilitating meetings; and the resulting support action plan must contain:

- Specific support strategies;
- Timelines for completion of each strategy, and
- The names of those responsible for each part of the support plan.

There must be a clear link between statements made in the identifying needs portion of the plan (sometimes called the personal profile) and the action or support part of the ISP.

Examples of Planning Supports (both components):

1. Gathering information from family, the individual and those that provide support for the purpose of compiling the personal profile (assessment/social history), developing outcomes and completing the action plan.
2. Interviewing an individual and/or family and performing a brief functional assessment in order to write the initial ISP.
3. Conducting the Missouri Critical Adaptive Behavior Inventory (MOCABI) or Vineland (for children) and preparing the Level of Care determination form.
4. Preparing for and attending the individual’s service planning meetings.
5. Traveling to/from planning meetings (log/case note for the meeting must specify how much of the time was spent in travel). There needs to be enough information in the log/case note to connect the travel time to the service.
6. Writing the ISP and sharing the plan with those who are responsible for supports/services including the individual, family and direct support staff.
7. Completing forms as needed for the utilization review process.
8. Complete forms as needed to set up a service and/or have payment for services authorized.

Documentation: An entry in a case note, plus the planning and/or assessment document(s). The case note should indicate where the documents are located, if not kept in the same file. When the ISP is completed over a period of several days, the case note should link each activity back to the ISP.

Linking Resources

Linking involves matching the unique support needs of individuals and families (identified in the ISP) with resources in the community. Linking may involve researching existing resources, developing new resources, making referrals to collaborating agencies with information and follow-up support, writing service authorizations; and coordinating federal, state and community programs to achieve necessary supports.

Examples:

1. Scheduling assessments, appointments or other meetings on the individual's behalf.
2. Locating appropriate providers and arranging services (i.e., respite/day habilitation).
3. Arranging protective intervention when the health and safety of the person or others around the individual is threatened.
4. Communicating with the individual, providers, family members and others who provide support to develop, implement and/or revise the ISP.
5. Meeting with other health care professionals and the individual to discuss assessment results and/or treatment options to ensure that the person being supported makes informed decisions regarding their health care.
6. Completing forms or entering data into a computer, as needed to set up a service and/or have payment for services authorized. Also includes entering information into the computer to document the provision of services.
7. Includes time spent traveling to/from meetings as long as the log/case note indicates how much time was spent in travel. Note: Adding travel time to the case is not required for TCM logging systems that have a separate travel time field for the logging entry. There needs to be enough information in the log/case note to connect the travel time to the service.

Documentation: An entry in a case note. If staff makes a call to schedule an appointment for an individual, the case note needs to say who was called and for what date and time the appointment was made. If staff calls about this appointment four different times during a day, however, only one case note is needed. When writing a case note about a service immediately after performing the service, staff may include the time spent writing the note in the time for service and avoid a separate entry.

Service Monitoring

An ongoing process of monitoring and assessment of the quality, timeliness and effectiveness of services and supports a person receives. This service component is intended to ensure that individuals with developmental disabilities and their families get the supports they need, when they need them, in order to see measurable improvements in their lives. This includes individuals requiring face to face contacts and quarterly contacts.

The Division of DD created a Directive for Service Monitoring. Division Directive Number 3.020 Service Monitoring Policy and Implementation Guidelines sets service monitoring standards as described in the following links:

<http://dmh.mo.gov/docs/dd/directives/3020.pdf>

<http://dmh.mo.gov/docs/dd/directives/3020appa.pdf>

Frequency of Service Monitoring Contacts/Visits

Residential Services:

Individuals who receive funding by the Division for residential services have monthly face-to-face visits by their support coordinator to monitor health, environment/safety, exercising of rights, services and staff, money and satisfaction with services. Residential services monitoring is completed at the service delivery site, which includes group homes, ISLs, foster homes, host/support family homes, and residential care facilities. The outcome of these visits is documented in a log note.

Individuals participating in on-site day services and employment services have quarterly face-to-face visits. If an individual receives both residential and day services or employment services, support coordinators do not have to visit the residential site during the quarterly day service or employment service visit. Individuals

participating in off-site day services or employment services have quarterly face-to-face visits with at least one annual visit at the off-site or employment location where the service is received.

Individuals living in nursing homes, private ICF/DD facilities, or residential care facilities not funded by the Division of DD receive quarterly face-to-face visits by their support coordinator to monitor health, welfare, safety, and satisfaction with services documented in a log note.

Natural Home:

Individuals participating in on-site and off-site day services, personal assistance, career preparation services, professional assessment and monitoring, or employment services (funded by the Division of DD) have quarterly face-to-face visits to monitor health, environment/safety, exercising rights, staff and services, money and satisfaction with services documented in a log note. Employment services, career preparation services, professional assessment and monitoring, as well as off-site day services have quarterly face-to-face visits with at least one annual visit at the site of service delivery. *Note: Areas monitored are dependent on the services received.*

All other individuals receiving purchased services (transportation, counseling, therapies, adaptive equipment, respite, facility-based out of home respite, temporary residential, dental, etc.) receive at least an annual face-to-face visit and quarterly phone contacts to monitor health, environment/safety, people's rights, services and staff, money and satisfaction of services with documentation in a log note. *Note: Facility-based respite and temporary residential services receive a monthly face-to-face visit if in either service at least 30 consecutive days.*

Individuals whose only support is support coordination receive at least an annual face-to-face visit and quarterly phone contacts to assess needs for services and resources.

In addition, any waiver participant who does not receive at least one waiver service each month must receive support coordination in months waiver services are not received.

The above "frequency of visits/contracts" guideline is a **minimum standard**. It is expected that support coordinators exercise **professional judgment** and increase visits according to the individual needs of people. For individuals living in their natural homes less than quarterly contact, as outline above, may be requested by the family but must be agreed to by the support coordinator and documented in the Individual ISP.

The review with the individual must include the areas of environment/ safety, health, services and staff, money, and rights each time a person in a Division of DD-funded setting is visited/contacted. Additionally, the review must focus on:

- Whether the service is being provided as defined and if it is meeting the individual's needs. The SC should draw qualitative conclusions about the person's health and welfare status, ISP, outcomes, satisfaction, and adequacy and effectiveness of services and supports.
- Whether or not the outcomes in the person's ISP are outcomes the person wants to work toward. If not, the support coordinator should work with the person and their support team to discover what outcomes the person does want to work toward and amend the ISP accordingly;
- Documentation for the Service Monitoring visit/phone contact may be summarized in the log note or by referring to the completed Service Monitoring Tool in the log note. The log note will be entitled "Service Monitoring". The log note will also include any issues/concerns noted during the monitoring and the action taken.

Examples: Service monitoring includes time spent:

1. Conducting the review and documenting findings;
2. Communicating to all parties involved in supporting the individual regarding concerns about supports that have/have not been provided;
3. Communicate to all parties involved regarding the need to change supports and services recommended in the ISP;
4. Meeting to brainstorm and resolve issues that arise during monitoring; and

5. Traveling to/from review meetings. Log/case note entry for the meeting must specify how much time was spent in travel. There needs to be enough information in the case note to connect the travel time to the service. Also, note if the amount of travel is divided among individuals.

Note that service monitoring often leads back into planning. This is appropriate, and can logically be logged either as that or as Planning. There is only a fine line between where one stops and the other begins, and it may be logged either way.

Quarterly Review of Progress on ISP

This code is to be used for individuals with purchased services funded either through Federal/State and/or County Board funds. This will involve review of progress notes written and/or submitted by the provider(s) of the purchased services. It is to be completed every three months from the implementation date of the plan. For individuals without purchased services or purchased services where provider monthly reports are not submitted (e.g., transportation and respite), use the code for Service Monitoring.

A quarterly review should include evaluating the documentation of service provision and evaluating whether the services and supports provided are helping the person attain the outcomes in the plan or at least maintaining their current level. The intent is to draw information from the provider's records.

A quarterly review may be documented in either a case note or a formal summary report. However it must adequately describe what documents were reviewed, conclusions drawn, and recommendations made. The case note should be prefaced with "Quarterly Review". If a separate summary is completed, it should be kept with the individual record, either with the ISP or under its own heading. The quarterly report need not be long, and it does not need to duplicate information from notes or from the provider records.

A suggested Support coordinator Quarterly Review format, organized into four sections, is as follows:

1. Begin with "Quarterly Review" Dates of the review of progress. This should be completed every three months following the implementation date of the ISP;
2. List the services reviewed and the monthly reports received;
3. Review of provider information (appended to report); and
4. Action plan, as needed, which includes identification of needed changes in service delivered to enhance or improve progress on objectives.

Documentation

Much of the time a support coordinator spends in documenting can be included with the previously mentioned activities; e.g., the time spent writing an ISP can be logged under "planning". The service code for documentation may be used when the time spent writing cannot conveniently be included with another activity. Documentation time which can be billed to MO HealthNet under the TCM program includes maintaining appropriate records in accordance with federal/state programs, policies, and procedures. This would include obtaining necessary releases and otherwise ensuring the confidentiality of all written and verbal discourse. See Section XIII, Logging and Documentation, for more information.

Examples: Writing letters, memoranda, notes, transfer summaries, and discharge summaries.

Documentation: The case note, plus the related documentation (e.g., the summary). The case note should include identifying information that assists in locating the corresponding document. For example, "transfer summary written. See summary date 1/11/12 located in the individual's file."

Transition/Transfer of Case Responsibility

Regional Offices, County Boards, and other not-for-profit TCM agencies are to varying degrees across the state sharing support coordination responsibility. If more than one support coordination agency is operating in an area/county, individuals receiving services have a right to select any of those support coordination agencies. When an individual chooses another agency for support coordination, legitimate TCM activity associated with the transfer occurs for both agencies. For instance, transfers of files may be necessary or making contact with providers to acquaint them with the change.

Another example where there may be a case transfer from one TCM entity to another is when an individual moves to another part of the State.

For TCM activities involving support coordinators from the sending and receiving entities, the following conditions shall apply to billable services:

- During the period of case transfer, there may be billable activities from each TCM entity that are viewed as independent. In these instances, close communication between these support coordinators is essential to ensure TCM activities that will be billed by both entities are independent and not duplicative in any way. This distinction must be documented in each logging case note. For example, the sending TCM support coordinator may engage in activities specific to transferring the case to the receiving TCM entity (closing the case). The receiving TCM support coordinator may be completing activities to become more familiar with the individual and the services the person receives (opening the case).
- When TCM activities of the support coordinator from one agency cannot be distinct or independent from that of the support coordinator from the other agency, only one support coordinator may log billable TCM for the activities. This requires close communication between the two support coordinators as to who will log billable TCM and the other non-billable. For example, if both Division of DD support coordinators from the sending and receiving TCM entities attend the same planning meeting and serve the same function in support of the individual, only one support coordinator can log billable TCM and the other would log using a non-billable TCM code.
- There are two HCPCS codes in the Medicaid Information System (EMMIS) applicable to Division of DD TCM claims: G9012HI (Other Specified Case Management-5 minute unit); and G9012HITS (Other Specified Case Management-Case Transfer Follow up Services-5 minute unit).
- Transfers When One TCM Entity Uses CIMOR for Logging and the Other Does Not
Regional Offices, some County Boards, and other Not-for-Profit TCM agencies use CIMOR for logging. For TCM entities that utilize the CIMOR system for case management logging, the support coordinator should use logging code 000040 when completing applicable billable TCM activities associated with transferring an individual's case to a TCM entity that does not utilize CIMOR for logging. This applies no matter which way the transfer goes; until the transfer is complete. Logging the 000040 code in CIMOR (which maps to G9012HITS for claims to MO HealthNet) will generate a bill which will keep the other TCM entity's billing from failing as a duplicate service.
- Transfers When Both TCM Entities Use CIMOR for Logging
If both sending and receiving TCM agencies use CIMOR for logging applicable billable TCM associated with transfer of case responsibility, the support coordinators from both agencies will need to communicate to determine who will log billable case management using the 000040 code in CIMOR, while the other support coordinator would use another billable TCM code in CIMOR, to prevent TCM claims failing as a duplicate service.
- Transfers When Neither TCM Entity Uses CIMOR for Logging
For case transfer among County Board TCM entities that use a different system other than CIMOR for TCM logging and submitting TCM billing claims to MO HealthNet, the support coordinators from both agencies will need to communicate to determine who will log billable case

management using the G9012HITS code, while the other support coordinator would use another billable TCM code, to prevent claims failing as a duplicate service.

- It is expected that the transition/transfer of case responsibility should be completed within approximately 30 days.
- Transition/Transfer of Case documentation: Enter a case note. Each case note entry must describe/justify the need for the dual support coordinator responsibility. Further, as applicable for both support coordinators submitting billable logging, explain the difference in TCM service provided and that it is not a duplication of service.

Individual Transition from an Institution

Support coordinators may support an individual who is transitioning to a community living arrangement from a Title XIX (MO HealthNet) certified nursing home or habilitation center. Services may be logged not to exceed the last 180 consecutive days the person was in the Title XIX facility, but must not be billed until after the date of discharge to community services.

Case Closure

Case closure involves terminating a person from the service delivery system.

Example: Completing discharge summaries or other forms for recording the individual's removal from the services delivery system. Sometimes this is done as a result of the individual's death. Although case closure services provided after the date of death should be logged, the support coordinator should prevent the service being billed to MO HealthNet by logging with a non-billable code.

Documentation: A case note, plus a discharge summary, etc., in the individual's file.

Non-billable Case Management Services

Sections V through XII of this manual explain various ways support coordinators can determine for themselves what is and is not billable to MO HealthNet. Specific criteria for billable TCM must be met and documented. Such criteria are explained in later sections of this manual. Certain activities are sometimes billable and other times not. The support coordinator must learn the difference and, if the criteria are not met, log with a non-billable code.

Documentation: The case note needs to be clear as to what was done and why the non-billable code was entered.

DD Person Centered Planning and ISP Mentoring

TCM agencies can use an administrative code that will allow experienced support coordinators and/or quality management staff to mentor another support coordinator by assisting with the facilitation and development of an ISP. This type of planning cannot effectively be learned using only traditional training techniques. The purpose of this administrative code is to enable the Division of DD to track time which, while not billable as TCM, is administratively necessary for assuring ISPs are developed with the necessary level of quality.

Examples: Assisting a support coordinator to facilitate a Person Centered Planning meeting and/or develop the ISP. The experienced staff may demonstrate the desired methods and techniques, then observe a return demonstration.

Time logged for this code will not be billed as TCM.

Documentation: Enter a note to describe the ISP Mentoring activity.

ATTACHMENT C: CMS ASSURANCES - Performance Measures

Performance Measure	Waiver(s)	Description
Ba1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percentage of completed assessments for all new enrollees indicating a need for ICF/MR LOC prior to receiving services
Bb1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percentage of annual level of care redeterminations completed within 365 days of the last annual LOC evaluation
Bc1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percentage of LOC determinations completed by a qualified staff person
Bc2	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percentage of LOC determinations using instruments and processes described in the Waiver application
Bc3	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of LOC determinations completed accurately
Da1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care in which services and supports are aligned with assessed needs
Da2	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care addressing health risks identified
Da3	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care addressing participants' desired outcomes
Da4	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care addressing participants' safety risks
Db1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care are reviewed in accordance with the State's policy for monitoring
Db2	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care reviewed for people who are self-directing that contain a back-up plan
Performance Measure	Waiver(s)	Description
Db3	Autism, Community, Comprehensive, MOCDD, Partnership	Number of Plans of Care where the person/person's guardian signed and dated prior to the implementation date

Db4	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of plans that describe what people need to know or do in order to support the person
Dc1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of plans of care updated/revised at least annually
Dc2	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Plans of Care that were updated to reflect identified changes in need
Dd1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of waiver participants who receive services in the type, amount, frequency, and duration authorized in their Plan of Care
De1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of completed and signed Medicaid Waiver Choice Statement form specifying choice was offered between Waiver services and institutional care
De2	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of completed and signed Medicaid Waiver Client Choice of Provider Statement
De3	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of choice of Waiver services was offered
Ga1	Autism, Community, Comprehensive, MOCDD, Partnership	Number and percent of Waiver participants who were informed of how to report suspected abuse/neglect/misuse of funds
Ia1	Community, Comprehensive, Autism	Number and percent of claims paid for services included in the approved service plan
Ia2	Community, Comprehensive, Partnership, Autism, MOCDD	Number and percent of claims paid for waiver services that adhere to the reimbursement methodology of that waiver, including claims were coded correctly.
Performance Measure	Waiver(s)	Description
Ia3	Autism	Number and percent of claims paid for persons between the ages of 3 and 18 years.

ATTACHMENT D: TCM INFORMATION PACKET

The TCM Referral Packet shall include:

1. Current contact information including home address and phone number;
2. Admission Documents;
3. Current health records as available;
4. Eligibility Review Documents, including description of
 - a) Eligible diagnosis
 - b) Functional limitations
 - c) Supporting documentation for all diagnoses
 - d) Adaptive Behavior assessment (MOCABI, Vineland, etc.)
 - e) Any other assessments available
5. Individual Support Plan Documents, if applicable, including:
 - a) Current Individual Support Plan and any amendments since last Plan
 - b) Budgetary Documents
 - c) Current case notes (last 6 months)
 - d) Last 6 months of monthly/quarterly reviews, if applicable
 - e) Last 6 months of service monitoring case notes, if applicable
 - f) Prioritization of need and UR recommendation form
6. If the RO has in its possession legal documents, including but not limited to guardianship papers, records of arrests, pending criminal charges or convictions, orders of protection, court ordered custody, burial plans, wills, trusts, life insurance, and other documents pertinent to the referral, they shall be included in the Referral Packet.
7. The contractor shall document and maintain records of services provided. Service records shall be provided to the Department upon request and shall comply with include 13 CSR 70-3.030.:
 - a. the service type and number of units provided;
 - b. the activity related to the personal plan;
 - c. the date of service and the start and end times;
 - d. the name of the staff person providing the service;
 - e. the name of the consumer receiving services;
 - f. the location where services were provided;
 - g. the signature and title of the program supervisor/provider; and
 - h. other information deemed necessary by Department.

ATTACHMENT E: FILE AUDIT REVIEW FORM

	STATE OF MISSOURI DMH – DIVISION OF DD – REGIONAL OFFICES TRANSFER FORM		Date Submitted:
			Transfer Type: <input type="checkbox"/> Services <input type="checkbox"/> Case Management Only
Name:		DMH ID Number:	
Date of Birth:		Medicaid Number:	
Medicare Number:	ISP implementation date:	Guardian Status:	
Individual's New Address (Include City, State, Zip Code):	County:	Telephone Number (include area code):	
Parent/Guardian/Best Informant Address (Include City, State, Zip Code):		Parent/Guardian/Best Informant Phone (Include area code):	
Transfer <u>F</u>ROM (RO/TCM):		Transfer <u>T</u>O (RO/TCM):	
Principle Diagnosis w/ code:			
Services Authorized and/or projected:			Funding Source: Choose an item.
Medicaid Waiver Slot #:	Was individual on the Waiting List: (provide date placed on Waiting List, PON Score, and service(s) needed:		
Brief Update (ie. Reason for moving, concerns/issues receiving area should know about):			
File Audit Checklist:			
<input type="checkbox"/> Admission Documents <input type="checkbox"/> Legal Documents <input type="checkbox"/> Diagnosis Information (including ICD-0 codes and collateral) <input type="checkbox"/> All available Assessments (including MOCABI/Vineland) <input type="checkbox"/> Current Individual Support Plan			
<input type="checkbox"/> Waiver Choice Statement <input type="checkbox"/> Provider Choice Statements <input type="checkbox"/> Budgetary Documents (approved UR/ISL budgets) <input type="checkbox"/> PON and UR Recommendation form <input type="checkbox"/> Last 6 months of monthly/quarterly reviews			
File Audit Completed by:		Date File Audit Completed:	
Transition Meeting Date:		Transfer Effective Date:	