

**Interagency Agreement Between the Department of Elementary and Secondary Education
And
The Department of Social Services
For Missouri First Steps Services under Part C of the Individuals with Disabilities Education Act
(IDEA)**

**I
STATEMENT OF PURPOSE**

This agreement reflects the cooperative and mutual understanding between the Missouri Department of Social Services (DSS), MO HealthNet Division (MHD), and the Missouri Department of Elementary and Secondary Education (DESE), Office of Special Education (OSE) to fulfill their regulatory requirements, maximize resources, reduce duplication of services, and provide a statewide system of early intervention services that is coordinated, comprehensive, and multidisciplinary in nature. This agreement complies with the requirements of 45 CFR 95.507(6). DSS is the single state agency designated to administer the MO HealthNet program in Missouri and MHD is the division within DSS that directly manages MO HealthNet program operations, except for the determination of participant eligibility for the program, which is the responsibility of the Family Support Division. DESE is the statutorily authorized state agency responsible for ensuring the provision of early intervention services to eligible infants and toddlers and their families under Part C of the Individuals with Disabilities Education Act (IDEA), known as First Steps in Missouri. OSE is the office within DESE that directly manages First Steps program operations.

This agreement identifies the responsibilities and obligations of DSS and DESE for establishing an Organized Health Care Delivery System (OHCDS) and payment for early intervention services that are deemed medically necessary through the OHCDS covered by Title XIX and Title XXI of the Federal Social Security Act for MO HealthNet eligible recipients.

**II
MUTUAL OBJECTIVES**

To assure that the recipients of service under this agreement are afforded services and supports to achieve the greatest possible adjustment and functioning within their families and communities, and thereby to reduce or prevent the need for institutionalism.

Further, to assure that services are provided under this agreement are provided in an efficient and cost effective manner, reduce duplication of services, and are in accordance with the standards, policies and procedures of the First Steps program and the MO HealthNet program.

Services:

As mutually agreed upon, services to be covered under the OHCDS designation include:

MO HealthNet Services

- Durable Medical Equipment
- HCY Developmental Assessment
- Hearing Aid
- Optical
- Personal Care
- Physician
- Psychology Counseling
- Therapy

Corresponding First Steps Services

- Assistive Technology
- Developmental Assessment
- Audiology
- Vision Services
- Nursing, Health Services and Family Training
- Medical Evaluation/Diagnosis
- Counseling, Social Work, Psychological Services
- Occupational, Physical, and Speech Therapy

State Plan TN No. _____
Supersedes TN No. 02-16

Approval Date _____
Effective Date _____

Managed Care Services:

MO HealthNet Managed Care health plans shall not be financially liable for early intervention services included in the Individualized Family Service Plan (IFSP) if listed above. These services are available outside the MO HealthNet Managed Care health plans through a carve-out process and shall be reimbursed on a fee-for-service basis.

Payments:

Fees shall not be charged for services a child is otherwise entitled to receive at no cost (child find activities, evaluation and assessment, service coordination, implementation of procedural safeguards, and the administration and coordination of activities).

The use of MO HealthNet for First Steps services shall not:

- Decrease available lifetime coverage for MO HealthNet or any other insured benefit for the child or family
- Result in the child’s parents paying for services that would otherwise be covered by MO HealthNet
- Result in any increase in premiums or discontinuation of MO HealthNet for the child or family
- Risk loss of eligibility for the child or family for home or community-based waivers based on aggregate health-related expenditures

All payments, including interim payments, shall be made in accordance with each agency’s applicable federal and state laws and regulations.

Dispute Resolution:

Any and all services identified in the child’s IFSP, or which the parent is entitled to, shall not be delayed or denied during the internal or interagency dispute resolution and until the dispute is resolved. OSE shall use First Steps funds to pay for the identified services until the dispute is resolved and responsibility is assigned.

Internal Agency Dispute Resolution:

Each agency shall follow their procedures for internal disputes within the agency. For DESE, if internal dispute resolution is unsuccessful within OSE or another office within DESE, the dispute shall be resolved by the Commissioner of Education after going through the appropriate administrative levels within each office. For DSS, if internal dispute resolution is unsuccessful within MHD or another office within DSS, the dispute shall be resolved by the Director of Social Services after going through the appropriate administrative levels within each office.

Interagency Dispute Resolution:

DSS and DESE shall follow the procedures outlined below for disputes between the two agencies.

- DESE staff involved in the dispute shall notify the Assistant Commissioner (AC) of OSE and present the information related to the dispute.
- The AC shall conduct a review of all information and make a determination of responsibility. If the AC determines OSE is responsible, the dispute shall be resolved at that time and OSE shall claim responsibility. If the AC determines OSE is not responsible, the AC shall schedule a meeting with the MHD Director within three weeks of the AC’s review.
- If the AC of OSE and the MHD Director are unable to come to a mutual agreement of responsibility at the meeting, the dispute shall be handed over to the Commissioner of Education and the Director of DSS.
- The Commissioner of Education shall conduct a review of all information and make a determination of responsibility. If the Commissioner of Education determines DESE is

- responsible, the dispute shall be resolved at that time and DESE shall claim responsibility. If the Commissioner of Education determines DESE is not responsible, the Commissioner of Education shall schedule a meeting with the Director of DSS within three weeks of the review by the Commissioner of Education.
- If the Commissioner of Education and the Director of DSS are unable to come to a mutual agreement of responsibility, the dispute shall be handed over to the Commissioner of the Office of Administration.
 - The determination made by the Commissioner of the Office of Administration shall be the final decision of who assumes responsibility.
 - OSE shall make arrangements with the responsible agency for reimbursement of any expenditures incurred.

III RESPECTIVE DUTIES

The Missouri Department of Social Services, MO HealthNet Division agrees to:

1. Allow DESE to enroll in the MO HealthNet program as an OHCDS as set forth in 42 CFR 447.10 for early intervention services provided through First Steps as described herein and provide DESE with appropriate provider numbers.
2. Allow DESE to submit claims in order to draw the federal participation portion of payment and pay to DESE for early intervention services provided through First Steps as described herein.
3. Assist DESE in preparing and reviewing material to be published by DESE regarding MO HealthNet claims and payment, including policy memoranda, materials, reports, etc.
4. Maintain the confidentiality of client personal identifiable information received from DESE and use that information only in the activities authorized under this agreement.
5. Collaborate in the development of periodic quality assurance and utilization reviews by DESE.
6. Meet and consult on a regular basis on issues related to this agreement.

The Missouri Department of Elementary and Secondary Education agrees to:

1. Determine eligibility criteria for early intervention services through the First Steps program in accordance with IDEA and state regulations.
2. Provide early intervention services in accordance with the child's IFSP as authorized under IDEA and state regulations.
3. Ensure early intervention services through First Steps are provided by qualified personnel that meet state requirements and MO HealthNet criteria. First Steps licensure and credentials for enrolled providers are outlined in the Missouri State Plan for First Steps at: <http://dese.mo.gov/se/compliance/specedlawsregs.html>. MO HealthNet provider requirements are outlined at: <http://manuals.momed.com/manuals/>.

4. Ensure that Part C funds are not used, except on an interim basis, to satisfy a financial commitment for services that would otherwise have been paid for from another public or private source. Funding is received from various sources, thus creating a System of Payment. The policy related to the System of Payments is located at:
<http://www.dese.mo.gov/se/fs/FCPmainpg.htm>.
5. Complete the enrollment process for an OHCDS provider designation as set forth in 42 CFR 447.10.
6. Sign the Missouri Medicaid Provider Enrollment Application for the services described herein and agree to all requirements of the participation agreements.
7. Process claims under the OHCDS designation.
8. Certify the state match of funds based on the current Federal Medical Assistance Percentage (FMAP) rate for the services described herein and billed by DESE to MO HealthNet.
9. Monitor contractors and providers for procedural compliance with laws and regulations.
10. Report instances of provider non-compliance related to MO HealthNet billing to MO HealthNet and jointly pursue any action necessary and appropriate to remedy the non-compliance.
11. Facilitate the relationship between First Steps and MO HealthNet Managed Care health plans.
12. Upon request, provide a report of all First Steps active providers, including the name, license number if applicable, and social security number.
13. Be responsible for any federal funds related to MO HealthNet billing and reimbursement which are deferred and/or ultimately disallowed arising from a failure by DESE to comply with federal regulations.
14. Maintain the confidentiality of client personal identifiable and eligibility information received from MO HealthNet and use that information only in the activities authorized under this agreement.
15. Account for the activities under this agreement in accordance with the provision of OMB Circular A87 and 45 CFR Part 74 and 95

**IV
TERMS OF THIS AGREEMENT**

The effective date of this agreement shall be upon execution. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days notice in writing to the other party.



Brian Kinkade, Interim Director
Department of Social Services

5/31/13

Date



Chris L. Nicastro, Ph.D., Commissioner
Department of Elementary and Secondary Education

6/3/2013

Date