

Maternal Infant Health Program Provider and Medicaid Health Plan Care Coordination Agreement

This agreement is made and entered into this _____ day of _____, in the year _____ by and between _____ (Medicaid Health Plan) and _____ (Maternal Infant Health Program provider).

A. Legal Basis

Whereas, in order to expand enrollment, the Michigan Department of Health and Human Services (MDHHS) has established a competitive bid process that has resulted in contracts with Medicaid Health Plans (MHPs) that are deemed to be qualified to provide specified health care services to Medicaid beneficiaries; and

Whereas, Medicaid-covered maternal and infant health services will be provided through arrangements between MDHHS, MDHHS contracted MHPs, and selected Maternal Infant Health Program (MIHP) providers.

Now, therefore, the MHP and the MIHP provider agree as follows:

B. Terms of Agreement

This agreement will be effective _____ in the year _____. This agreement will be subject to amendment due to changes in the contract between MDHHS and the MHP or changes to the MIHP Medicaid policy certification requirements.

This agreement is effective upon execution and will continue for the length of MHP and MDHHS contract period. Either party may cancel this agreement for cause upon 30 days written notice. Reasons for cause include: breach of duty or obligation; fraud or abuse; federal or state sanctions; and failure to comply with state law or rules the Medicaid Provider Manual, or the MIHP Operations Guide. The terminating party is required to notify MDHHS at least 30 days prior to termination. This agreement will automatically terminate when an MIHP provider fails to maintain the certification requirements of MDHHS.

Once a signed agreement is obtained from both parties, the provisions of this agreement will be extended for a timeframe consistent with the MHP and MDHHS contract period, and the MIHP provider maintaining certification with MDHHS. Either party may cancel this agreement upon 30 days written notice. MDHHS must be notified of the termination of this agreement.

C. Purpose, Administration and Point of Authority

MIHP services are home-visiting preventive services provided to pregnant women, mothers, and their infants to promote healthy pregnancies, positive birth outcomes, and healthy infant growth and development. These support services are to be provided by a multidisciplinary team of health care professionals consisting of a qualified licensed registered nurse, licensed social worker and, if available, a registered dietitian and/or infant mental health specialist.

MIHP services are intended to supplement regular prenatal/infant care and to assist physicians (MD, DO), certified nurse midwives (CNMs), and nurse practitioners (NPs) contracted with MHPs. In compliance with MIHP and MHP guidelines, MIHP providers are to coordinate care with medical care providers, mental health providers, and the MHPs, as well as assist in the coordination of transportation services as needed for health care, support services and pregnancy-related appointments.

MDHHS/MHP Contracts and MHP/MIHP Care Coordination Agreements will be available for review upon request by MDHHS. The intent of the Care Coordination Agreement is to explicitly describe the services to be coordinated and the essential aspects of collaboration between the MHP and the MIHP provider.

The MHP shall designate in writing to the MIHP provider the person who has authority to administer this agreement. The MIHP provider shall designate in writing to the MHP the person who has authority to administer this agreement.

D. Areas of Responsibility

Mutually Served Consumers

Mutually served consumers refers to MHP beneficiaries who also qualify for MIHP services. All pregnant and infant Medicaid beneficiaries may qualify for MIHP services. The intent of establishing written procedures between the MHP and the MIHP provider is to assure service coordination and continuity of care for persons receiving services from both entities.

Services to be Provided by the MHP

The MHP will provide Medicaid covered services to Medicaid beneficiaries as required by the MHP contract with MDHHS. MIHP services are voluntary. Beneficiaries may refuse MIHP services at any time.

The MHP will notify all Medicaid beneficiaries enrolled in the MHP of the availability of MIHP services at the time of enrollment. The MHP shall provide a referral for MIHP services for those pregnant and infant Medicaid beneficiaries who are not currently receiving MIHP services or receiving equivalent maternal or infant support services from an evidence-based home visiting program. Referrals can be made in person, by letter, email, fax, or telephone.

Services to be Provided by the MIHP Provider

The MIHP provider will provide the following services:

- Psychosocial and nutritional screening and assessment;
- Plan of care development;
- Professional intervention services by a multidisciplinary team consisting of a qualified licensed registered nurse and licensed social worker and, when available, a registered dietitian and/or an infant mental health specialist;
- Coordination with the MHP for transportation services as needed for health care, substance use disorder treatment, support services, oral health services, and/or pregnancy-related appointments.
- Referral to community services (e.g. mental health, substance use disorder);
- Referral to or provision of childbirth or parenting education classes;
- Coordination with medical care providers; and
- Coordination with the MHP.

MIHP providers will bill and receive reimbursement for MIHP services provided to MHP members as noted in the provider contract established with the applicable MHP.

E. Medical Coordination

Both parties agree to establish a process for clinical staff to communicate on a regular basis to review the care coordination plans and status of mutually served beneficiaries in accordance with applicable privacy laws such as HIPAA, the Mental Health Code and 42 CFR Part 2. This may involve the sharing of written documents and verbal reports. Both parties will collaborate on development of referral procedures and effective means of communicating the need for individual referrals. The MIHP provider will provide the MHP with names of MHP beneficiaries receiving MIHP services on a regular basis, utilizing a standardized form. Communication may include assessment/screening results, the plan of care, and discharge summaries upon request.

The MIHP and MHP will accept and use the MDHHS behavioral health consent form (Consent to Share Behavioral Health Information for Care Coordination Purposed form [DCH-3927]) to disclose medical information protected under the Mental Health Code or substance use disorder information under 42CFR Part 2.

F. Grievance and Appeals

MIHP providers and MHPs are required to establish internal processes for resolution of grievances and appeals from Medicaid beneficiaries. Medicaid beneficiaries may file a grievance or appeal on any aspect of service provided to them by the MIHP or the MHP in accordance with MIHP and MHP grievance and appeal policies.

The MIHP provider is required to direct beneficiaries to the MHP's grievance and appeal process as appropriate. The MHP is required to direct beneficiaries to the MIHP provider's grievance and appeal process as appropriate.

Both parties will participate in grievance and appeal policies and shall cooperate in identifying, processing, and promptly resolving all grievances and appeals. Both parties are responsible for informing the other about their grievance and appeal process.

G. Dispute Resolution

Both parties agree to participate in a dispute resolution process in the event that the MHP or the MIHP provider contests a decision or action by the other party related to the terms of this agreement.

The dispute resolution process should include:

- Request to the other party for reconsideration of the disputed decision or action.
- Appeal to MDHHS regarding a disputed decision by an MHP, or for a disputed decision by an MIHP provider.

H. Transportation

The MHP and the MIHP provider each have specific requirements for coordinating transportation services for Medicaid beneficiaries. These responsibilities are outlined in the MHP contract with MDHHS, the contract between the MIHP and the MHP and in the Maternal Infant Health Program Chapter of the Medicaid Provider Manual.

The MIHP provider may coordinate transportation in accordance with the established MIHP/MHP provider agreement or refer the Medicaid beneficiary to utilize the MHP transportation benefit to access MHP covered services, substance use disorder treatment, oral health services, support services and/or pregnancy-related appointments.

Transportation must be arranged and provided within a reasonable timeframe to meet the needs of the beneficiary. The provision or arrangement of transportation may not be delayed due to disagreements between the MIHP and MHP regarding financial responsibility for transportation. Disputes as to payment of transportation services may be handled through the dispute resolution process.

I. Quality Improvement

Both parties agree to have mechanisms in place to conduct Quality Improvement activities to monitor the coordination of services. The MIHP provider and the MHP shall participate in quality improvement programs and shall cooperate in conducting reviews and audits of care.

J. Governing Laws

Both parties agree that performance under this agreement will be conducted in compliance with all federal, state and local laws, regulations, guidelines, and directives.

K. Signatures

Maternal Infant Health Program Provider

Medicaid Health Plan

Signature

Signature

Title

Title

Date

Date

Business Address

Business Address

Business Telephone

Business Telephone