

Bulletin Number: MSA 16-33

Distribution: Maternal Infant Health Program Providers, Medicaid Health Plans, Hospitals, Practitioners

Issued: November 1, 2016

Subject: Changes in Benefit Administration of Maternal Infant Health Program Services for Individuals Enrolled in a Medicaid Health Plan

Effective: January 1, 2017

Programs Affected: Medicaid, Healthy Michigan Plan, Maternity Outpatient Medical Services, MICHild

The Maternal Infant Health Program (MIHP) is an evidence-based home-visiting program for Medicaid-eligible women and infants that promotes healthy pregnancies, positive birth outcomes, and healthy infant growth and development. MIHP providers must be certified by the Michigan Department of Health and Human Services (MDHHS) and adhere to Medicaid program policies and procedures.

Effective January 1, 2017, MIHP services provided to individuals enrolled in a Medicaid Health Plan (MHP) will be administered by the MHP. As a result of this change, all MIHP services provided to MHP enrollees will be coordinated and reimbursed by the MHPs. MIHP providers are encouraged to contract with the MHPs in their service area.

Medicaid Health Plan Maternal Infant Health Program Benefit Administration

To maintain fidelity of the program and to facilitate compliance with the reporting requirements of Public Act 291 of 2012, it is the expectation that MIHP providers and MHPs will adhere to program components as outlined in the Maternal Infant Health Program Chapter of the Medicaid Provider Manual. This includes, but is not limited to: MDHHS program certification, the required professional qualifications of staff, and the use of MDHHS MIHP forms. (Refer to the Maternal Infant Health Program Chapter of the Medicaid Provider Manual for additional information.) The Medicaid Provider Manual can be accessed on the MDHHS website at www.michigan.gov/medicaidproviders >> Policy and Forms.

Provider Contracts

MIHP providers must establish and maintain provider contractual agreements with the MHPs in their service area to receive payment for claims for services provided to MHP enrollees unless the MHP indicates otherwise. Refer to the MDHHS website for the Medicaid Health Plan contact and service area listing at www.michigan.gov/mdhhs >> Doing Business with MDHHS >> Health Care Providers>>Managed Care >> Medicaid Health Plans.

Care Coordination Agreements

MIHP providers and MHPs must also establish and maintain the “Maternal Infant Health Program Provider and Medicaid Health Plan Care Coordination Agreement” for both in-network and out-of-network services. 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 updated “Maternal Infant Health Program Provider and Medicaid Health Plan Care Coordination Agreement” is attached to this bulletin.

Referral to the Maternal Infant Health Program

MIHP services are voluntary and participants must be allowed the freedom of choice of MIHP providers, including the opportunity to: select an in-network provider; maintain a current service relationship which extends services to the infant by the same provider who rendered maternal services; change providers within the MHP network of providers; or decline services.

Within one month of when the MHP determines a pregnant or infant enrollee is eligible for MIHP services, the MHP must refer the enrollee to an MIHP provider. MHPs are not required to refer enrollees to an MIHP provider if the enrollee is already participating in an MDHHS approved equivalent evidence-based home visiting program that provides pregnancy-related or infant support services. This may be evidenced by enrollee self-attestation. MHPs may be required to present MDHHS evidence of MIHP referral and care coordination, evidence of participation in an equivalent evidence-based home visiting program, or refusal of MIHP services upon request.

Health care providers and Women, Infants and Children (WIC) agencies that make referrals to MIHP services should refer individuals to an MIHP provider within the enrollee’s MHP network.

Out-of-Network Services

It is incumbent upon MIHP providers to check eligibility and MHP enrollment at every visit. Relationships established during previous pregnancies with out-of-network MIHP providers are not required to be covered by the MHP.

For services provided on and after January 1, 2017, non-contracted MIHP providers, including those who have a current MIHP relationship with a pregnant woman or infant, will be required to contact the enrollee’s MHP before providing out-of-network services. MIHPs and MHPs must also discuss operational details related to out-of-network services prior to providing services.

Out-of-network MIHP services approved by the MHP will be reimbursed, at a minimum, Medicaid Fee-for-Service (FFS) rates through the completion of maternal and infant health services associated with a pregnancy.

MDHHS recognizes the importance of providing specialized services to MHP enrolled beneficiaries. When it is identified that an enrollee's needs would best be met by an out-of-network MIHP provider offering specialized services (e.g. tribal, cultural, language, visual or hearing impaired), the MHP is encouraged to coordinate a referral to an MDHHS designated MIHP specialty provider. A compilation of MIHP specialty providers is located within the MIHP Agency Directory at www.michigan.gov/mihp.

Prior Authorization of Services

MHPs may not require prior authorization for the Initial Risk Assessment visit, professional visits, drug-exposed infant visits, MIHP lactation support visits, childbirth education classes, or parenting education classes when provided within the criteria and limits established in Medicaid policy. MIHP services in excess of limits established in Medicaid policy may be subject to MHP prior authorization requirements.

The goal of the MIHP is to promote healthy infant growth and development. Screening tools and educational materials utilized by the MIHP are designed for use with infants. The initial assessment visit for a child older than 12 months of age or a professional visit or other MIHP service beyond 18 months of age may be subject to MHP prior authorization requirements.

MIHP services are intended to help pregnant and infant Medicaid beneficiaries who are most likely to experience serious psychosocial or nutritional issues. In the instance the MIHP screening tool does not indicate the need for MIHP services but professional observation suggests the MHP enrollee would benefit from MIHP services, the MIHP provider must obtain authorization from the MHP to proceed with MIHP services. Documentation must support how the beneficiary may benefit from MIHP services.

MIHP services in excess of limits established in Medicaid policy are subject to MHP prior authorization requirements.

Transportation

MHPs are responsible for providing transportation to MHP covered services. Beginning January 1, 2017, MIHP services will become an MHP covered service. As a result of this transition, MHPs will be responsible for providing transportation for pregnancy-related appointments for MHP enrolled MIHP and Nurse-Family Partnership participants. These pregnancy-related appointments include those for oral health services, WIC services and behavioral health and substance use disorder treatment.

MIHPs are subject to the MHP's internal processes for the coordination of transportation services for MHP enrollees. MIHP providers are also encouraged to discuss with the MHPs the options for enrollment as an MHP transportation vendor. Healthcare Common Procedure Coding System (HCPCS) codes and associated fees located on the MIHP database are not applicable to MHP covered transportation services provided by in-network or out-of-network MIHP providers. There are no changes in the MIHP coordination or reimbursement processes for transportation services for FFS beneficiaries.

Coordination of Benefits

MIHP services are a Medicaid only benefit. MIHP providers are not required to secure other insurance adjudication response(s) for claims for MIHP services prior to billing Medicaid FFS or MHPs, as the parameters of other carriers would never cover MIHP services.

There are no programmatic changes for MIHP services administered to FFS beneficiaries or MI Health Link participants.

Manual Maintenance

Retain this bulletin until the information is incorporated into the Michigan Medicaid Provider Manual.

Questions

Any questions regarding this bulletin should be directed to Provider Inquiry, Department of Health and Human Services, P.O. Box 30731, Lansing, Michigan 48909-8231, or e-mail at ProviderSupport@michigan.gov. When you submit an e-mail be sure to include your name, affiliation, and phone number so you may be contacted if necessary. Providers may phone toll-free 1-800-292-2550.

Approved



Chris Priest, Director
Medical Services Administration

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