

COOPERATIVE AGREEMENT
FOR THE
HEALTHY START COORDINATED CARE SYSTEM FOR PREGNANT WOMEN AND
INFANTS
BETWEEN
THE AGENCY FOR HEALTH CARE ADMINISTRATION
AND
THE DEPARTMENT OF HEALTH

The Agency for Health Care Administration (hereafter "the Agency") is the single state agency responsible for the administration of the state's Medipass waiver under 1915(b) (1) of the Social Security Act (the Act). The Department of Health (hereafter "the Department") is the Title V, Maternal and Child Health agency. The Agency and the Department enter this agreement to work collaboratively pursuant to its terms to implement, in accordance with the state's approved MediPass waiver, the Healthy Start Coordinated Care System for Pregnant Women and Infants

General Provisions

In order to better serve the needs of Florida's pregnant women and children at risk for poor birth and health outcomes, the Agency and the Department agree to the following:

- I. The Agency for Health Care Administration will:
 - a. Provide technical assistance to the Department.
 - b. Arrange for an independent assessment of waiver cost-effectiveness and impact on beneficiary access to care and submit to the Center for Medicare and Medicaid Services (CMS) as directed by the waiver.
 - c. Provide Medicaid data, as needed, for the independent waiver evaluation and to assist the Department with implementation activities.
 - d. Delegate, through this agreement, administrative oversight of the waiver to the Department.
 - e. Be responsible for the submission of all Medipass Healthy Start Coordinated Care System for Pregnant Women and Infants waiver applications to CMS.
 - f. In conjunction with the Department, form and staff a statewide advisory group to oversee the implementation of care coordination for SOBRA women, those women only eligible for Medicaid due to their pregnancy.

- II. The Department of Health will ensure, with the use of Medicaid waiver specialists, that oversight of the Healthy Start Coordinated Care System for Pregnant Women and Infants implementation is provided by the Department through contract(s) with maternal and child health community partners. Oversight will include:
 - a. Fund Healthy Start services as authorized by the applicable Fiscal Year Appropriation Act.
 - b. Develop and implement Healthy Start's Standards and Guidelines to guide the activities of the Healthy Start Coordinated Care System for Pregnant Women and Infants.

- c. Develop and implement Healthy Start's quality improvement activities and reporting to ensure that standards are met.
- d. Be responsible for contract management of local Healthy Start coalitions, monitor coalition compliance with standards, and track coalition performance.
- e. Provide programmatic technical assistance to Healthy Start coalitions and Healthy Start service providers.
- f. Adhere to Title V requirements for maternal and child health.
- g. Assist the Agency in the development of waiver applications to CMS.
- h. Invite communities to participate in the Healthy Start program by a competitive procurement process that will begin July 2003, with contract awards scheduled to be implemented in July 2004.
- i. Establish regional advisory groups composed of major provider groups with an interest in the delivery of services to pregnant women and infants to ensure that the program is operating in a fair and unbiased manner for both recipients and providers.
- j. With input from the Healthy Start Coalitions, develop brochures and other materials for informing recipients about the program.
- k. Bill the Agency monthly for Healthy Start services provided to Medicaid recipients.
- l. Certify the state match.

II. Method of Payment

A. Administrative Costs

1. Federal funding and financial participation for the Department's administrative Medicaid Waiver Specialist positions, for state fiscal year 20012002 and each year thereafter, shall be earned through the Title XIX (Medicaid) program in an amount not to exceed \$216,230.78. Federal indirect earnings associated with the salary and fringe portion for this amount shall be transferred to the Department on a monthly basis.
2. The Department shall provide the state's matching funds necessary to earn Title XIX at a matching rate of 50% of the total allowable expenditures for the Department's headquarters positions.
3. The Department shall submit monthly expenditure reports to the Agency detailing the allowable administrative costs for the management of the Medicaid Waiver.
4. The Agency agrees to transfer to the Department all allowable federal matching funds for administration of the waiver.
5. The Agency will prepare the quarterly federal grant reports based on the allowable administrative expenditures from the monthly reports submitted from the Department.
6. The Department agrees to reimburse the Agency for any funds disallowed by the federal Centers for Medicare and Medicaid Services, or by state auditors, for failure to comply with state and federal rules and regulations, or for unallowable expenditures.

B. Waiver Services

1. Each month the Department will submit to the fiscal agent for the Medicaid program a list of new Healthy Start pregnant women in the program, a list of Healthy Start children who received a Healthy Start service in the preceding month, and certify the state expenditure.
2. The Agency will reimburse the Department for the federal portion of the services at the rate of \$556.89 per pregnant woman. Only one payment will be made per pregnancy. The federal portion of cost at a rate of \$52.73 (\$632.76 divided by 12) will be paid per month of service per infant served under age 1 (birth up to 12 months). The federal portion of cost at a rate of \$28.51 (\$342.09 divided by 12) will be paid per month of service per child served ages 1 to 3 (12 months up to 36 months).
3. The Department will bill the Agency monthly for new Medicaid eligible Healthy Start women served and certify the state expenditure. Only one payment will be made per pregnancy. The Agency will reimburse the Department \$314.25 federal match per new Medicaid eligible Healthy Start women served at the current state-matching rate of .5643.
4. The Department will certify the state portion and bill the Agency on a monthly basis for infants and children ages 1 to 3 served during the month at the established rate. The Agency will reimburse the Department \$29.75 per infant per month of service for infants and \$16.09 per child per month of service for children ages 1 to 3 at the current state-matching rate of .5643.
5. The Department will be responsible for reimbursing the Healthy Start coalitions in accordance with its contracts with the coalitions.
6. The Department will reimburse a fee of \$12.00 per month to the Healthy Start Coalitions for each pregnant women eligible under SOBRA for care management services including choice counseling in selecting a provider for pregnancy related services. The Agency will pay the Department a fee of \$7.50 per month for each pregnant woman eligible under SOBRA for care coordination and prenatal choice counseling services, and the Department will certify \$4.50 per month for each pregnant woman eligible under SOBRA for care coordination services, for an Agency and Department total of \$12.00 per month for each pregnant woman eligible under SOBRA. This fee includes \$3 for choice counseling paid by the Agency to the Department at a flat rate, a \$4.50 administrative match paid by the Agency, and the Department certifying the remaining \$4.50. This monthly fee will be terminated if the SOBRA eligible Medicaid recipient is transferred to another Medicaid eligibility category, is terminated by Medicaid, or when the recipient is only eligible for Medicaid family planning coverage.

III. Exchange of Information

Exchange of information between the agencies will be affected through an established referral process, joint consultation, and regular meetings.

IV. Confidentiality

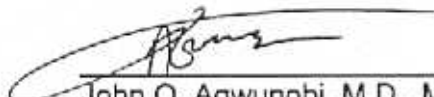
The Agency and Department agree to safeguard the use and disclosure of and restrict access to information concerning Healthy Start participants or recipients of Medicaid services in accordance with confidentiality provisions in federal and state laws and regulations.

V. Amendment

This agreement may be amended in writing when signed by both parties.

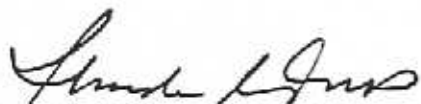
EFFECTIVE PERIOD OF AGREEMENT

This agreement, by and between the Agency for Health Care Administration and the Department of Health, is signed by both parties. It shall continue in full force and effect until otherwise cancelled by written addendum and signed by both parties, or cancelled by either of the parties upon written notice of at least 90 days. The expiration date of the interagency agreement shall coincide with the expiration date of the Medipass waiver, including extensions.



John O. Agwunobi, M.D., M.B.A..
Secretary
Florida Department of Health

11/26/01
Date



Rhonda M. Medows, M.D.
Secretary
Agency for Health Care Administration

12/27/01
Date