

X. CIVIL RIGHTS

Both OMAP and MHDDSD agree to provisions of the Civil Rights Act of 1964, as amended, and to Title V of the Rehabilitation Act of 1973, as amended.

XI. LEGAL AUTHORITY

Authority for this Agreement is contained in ORS 414.085 and 430.021.

XII. AMENDMENTS

This Agreement may be amended by either party with the concurrence of the other. The written amendments must be signed by the Administrators of both agencies.

XIII. RENEWAL/TERMINATIONS

A. This Agreement will cover the period from July 1, 1993 through June 30, 1995. Any renewal Agreement must be signed by the Administrators of both agencies.

B. This Agreement may not be terminated by OMAP or MHDDSD without approval of DHR and then only with an organized implementation plan that assures continuity of services to Title XIX clients.

MENTAL HEALTH AND DEVELOPMENTAL
DISABILITY SERVICES DIVISION:

Richard C. Lippincott, M.D. 9/24/93
Richard C. Lippincott, M.D. /Date
Administrator

OFFICE OF MEDICAL ASSISTANCE
PROGRAMS:

Jean Thorne 9/27/93
Jean Thorne, Manager /Date

Karen A. Olson 9/23/93
Karen Olson, Manager /Date
Budget & Contracts Section
Division Contracting Officer

DEPARTMENT OF HUMAN RESOURCES:

Kevin W. Concannon 9/30/93
Kevin W. Concannon /Date
Director

93-16

amendment

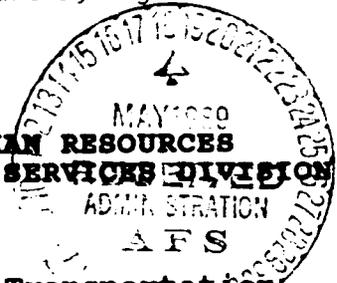
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Supervisors 89-19

Interagency Service Agreement

DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION

DEPARTMENT OF HUMAN RESOURCES
ADULT AND FAMILY SERVICES DIVISION



This Agreement is between the Oregon Department of Transportation, Motor Vehicles Division, hereafter referred to as "DMV" and the Oregon Department of Human Resources, Adult and Family Services Division, hereafter referred to as "AFS."

PURPOSE

- A. The accident reports filed with the DMV under ORS 811.725, 811.730 or 811.735 are for the confidential use of state administrative and enforcement agencies. The DMV records of accident reports submitted to DMV by police officers under ORS 810.460 are not privileged or confidential. AFS desires to obtain accident information from the DMV records.
- B. The accident records and police reports contain information that AFS will use in the administration of the public assistance programs. AFS will use this information in order to identify legally liable third party resources and liability situations. AFS will use this information to file liens pursuant to ORS 416.510 through 416.610. AFS also intends to use the information to cost avoid future medical expenses and to recover those medical expenses that should have been paid by a legally liable third party resource.

SECTION I - RESPONSIBILITIES OF EACH PARTY

A. MOTOR VEHICLES DIVISION

1. DMV will generate a monthly transaction file from DMV's computer records beginning in June 1989, with May 1989 data. This file will contain a listing of all accidents posted to the DMV's computer records. Information will include the full accident segment (see attachment A) as posted; driver's name (maximum of 20 characters), date of birth, and driver license number. DMV will send the file to AFS on a monthly basis.
2. DMV will charge AFS the actual, reasonable and necessary start-up costs (estimated at \$350 dollars).
3. DMV will invoice AFS monthly for the charge of \$35.00 to provide the monthly transaction file of accident information from DMV's computer records.
4. When requested by staff from AFS's Third Party Recovery Unit, DMV will provide copies of police and/or accident reports to AFS. DMV will charge account number 75281 for

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MAY 1 1989

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the fees for these reports. The fees currently are \$6.00 for each accident report and \$4.50 each police report.

B. ADULT AND FAMILY SERVICES DIVISION

1. AFS will use the monthly transaction file of accident information from DMV's computer records to match with the MMIS Recipient File. AFS's Third Party Recovery Unit will follow-up on matched information.
2. Staff from the Third Party Recovery Unit may, when deemed necessary, request manual copies of police and/or accident reports. AFS agrees to use account number 75281 when requesting copies of these reports.
3. AFS will use the DMV information for purposes directly connected with the administration of the public assistance programs. AFS will use the information in order to identify legally liable third party resources and liability situations. AFS will use the information to file liens pursuant to ORS 416.510 through 416.610. In addition, AFS will use this information to cost avoid future medical expenses and to recover those medical expenses that should have been paid by a legally liable third party resource.
4. AFS shall not sell or lease any or all DMV records, data, or copies thereof, unless authorized by DMV. AFS shall only use such records and data for activities directly connected to the administration of the public assistance programs. AFS agrees to safeguard the use and disclosure of the information as required by Federal or state law or regulations.
5. AFS shall not assign this Agreement or any interest therein without the previous written consent of DMV.
6. AFS shall pay all charges for such information, as specified in Section I.A. within 20 days upon receipt of an invoice from DMV.
7. AFS agrees to install the file transfer system developed by ODOT based on IBM's TSO system to transfer the accident file.
8. AFS will initiate the job stream to transfer the file based on an agreed-on schedule.

AUG 2 1988
MAY 1 1988

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SECTION II - DESIGNATION OF AGENCY LIAISON

The primary organizations and individuals responsible for coordinating the administrative requirements of this Agreement are:

A. Motor Vehicles Division

Anthony P. De Lorenzo
Assistant Administrator
Driver Services Branch

B. Adult and Family Services Division

Darlene Woodard
Assistant Administrator
Recovery Services Section

SECTION III - AGREEMENT DURATION, RENEWALS, TERMINATION

- A. This Agreement will be in full force and effect from May 1, 1989, and continue until terminated by either party.
- B. The parties agree that this Agreement may be terminated by one party giving the other party ninety (90) days written notice of termination. It is further agreed that this Agreement will terminate immediately if the parties sign a new Agreement which supersedes this Agreement.
- C. This Agreement may be revised or amended by supplemental written agreement by both parties. The revision or amendment will reflect any mutually agreed upon rate changes. Said revision or amendment shall be in writing, executed by both parties hereto, and made a part of this Agreement.
- D. This Agreement is being executed on duplicate originals.

AUG 2
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SECTION IV - APPROVALS AND INTERNAL REVIEW

The authority to execute this Agreement has been delegated to the DMV Administrator by the Oregon Transportation Commission Delegation Order Number 34 as amended June 21, 1988.

MOTOR VEHICLES DIVISION

ADULT AND FAMILY SERVICES DIVISION

David P. Moomaw 5-30-89
Date
David P. Moomaw
Administrator

Freddye Webb-Petett
Date
Freddye Webb-Petett
Administrator

DMV INTERNAL REVIEW

AFS INTERNAL REVIEW

Anthony P. De Lorenzo 5-30-89
Date
Anthony P. De Lorenzo
Assistant Administrator
Driver Services Branch

Darlene Woodard 5/18/89
Date
Darlene Woodard
Assistant Administrator
Recovery Services Section

Eldon O. Urbigkeit 5/30/89
Date
Eldon Urbigkeit
Contract Coordinator

Norm Wishart 5/17/89
Date
Norm Wishart
Contract Manager

89-12
MAY 1 1989

ACCIDENTS

(a) ACCIDENT (b) 09/21/85 (c) 1 * (d) 34-1755 (e) STP (f) EMPLOY

(a) Accident The driver had an accident which resulted in damage to the property of any one person in excess of \$400 or injury or death to any person.

(b) Date of accident.

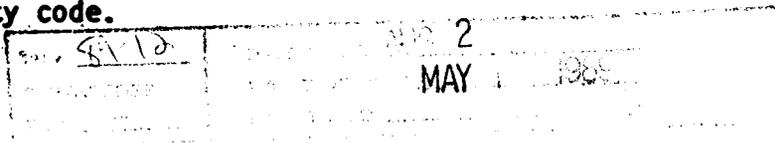
(c) Type of accident. Vehicle collided with:

- 1 One other motor vehicle
- 2 Two or more other motor vehicles
- 3 Pedestrian
- 4 Railroad train
- 5 Not in use
- 6 Bicycle
- 7 Not in use
- 8 Animal
- 9 Streetcar
- X Fixed object
- R Non-collision

Another symbol may follow one of the above codes:

- BLANK Non-fatal accident, no police report.
- P Non-fatal accident, police report filed.
- Fatal accident, police report filed.

(d) Accident reference number assigned by the Division. The first two digits indicate the county in which the accident occurred. The exception to this is the reference number for Multnomah County which is a number with no hyphen and no county code.



Attachment A, Page 2 of 2

(e) Will display one of the following:

STP The vehicle was stopped at the time of the accident.

BLANK The vehicle was not stopped at the time of the accident.

(f) Will display one of the following:

EMPLOY The accident was employment related.

BLANK The accident was not employment related.

CNT The accident was contested by the driver. The documents concerning the accident have been destroyed.

VCTD The accident has been vacated.

89-12
MAY 1 1989



Department of Human Resources

ADULT AND FAMILY SERVICES DIVISION

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

**Adult and Family Services Division
Title IV-D / Title XIX Agreement**

This Agreement is made and entered into by the Recovery Services Section of the Adult and Family Services Division, hereafter referred to as RSS, and the Health Services Section of the Adult and Family Services Division, hereafter referred to as HSS.

I. PURPOSE

- A. RSS is the section of the Adult and Family Services Division that is responsible for administration of Oregon's Child Support Enforcement Program under Title IV-D of the Social Security Act. As the Title IV-D Agency for Oregon, RSS is responsible for assuring performance of medical support enforcement functions. RSS will, under separate contract, assign responsibility for certain of these functions to the Support Enforcement Division, hereafter referred to as SED, of the Oregon Department of Justice.
- B. HSS is the section of the Adult and Family Services Division that is responsible for administration of Oregon's Medical Assistance Program under Title XIX of the Social Security Act.
- C. The Adult and Family Services Division has assigned responsibility for pursuing recovery of Title XIX expenditures from third party resources, including medical insurance, to the RSS Third Party Recoveries Unit.
- D. This Agreement will define the functions of RSS and HSS in securing and enforcing the medical support obligation of an absent parent to a child for whom an assignment of medical support rights has been executed under 42 Code of Federal Regulations 433.146 (Code of Federal Regulations is hereafter referred to as CFR).

II. RESPONSIBILITIES OF EACH PARTY

A. RECOVERY SERVICES SECTION

1. Under its separate contract with SED for Title IV-D enforcement services, RSS shall assign certain medical support enforcement responsibilities to SED. Such functions shall include:
 - a. Locating absent parents, using the State Parent Locator Service and the Federal Parent Locator Service as needed;

- b. When seeking to establish a support obligation against an absent parent, determining whether the absent parent has a health insurance policy or plan that covers the child, or in which the child can be covered;
 - c. Establishing paternity when necessary;
 - d. Securing health insurance coverage through court or administrative order; and
 - e. Taking direct action against the absent parent, when requested by RSS, to recover amounts necessary to reimburse medical assistance payments when the absent parent does not have health insurance and the amounts collected will not reduce the absent parent's ability to pay child support.
2. The Child Support Unit of RSS shall be responsible for:
- a. Securing compliance with the requirements of this Agreement by SED.
 - b. Maintenance of the computerized system by which Title XIX cases are electronically referred for Title IV-D medical support enforcement services;
 - c. Establishing and maintaining case records of medical support enforcement activities in accordance with 45 CFR 302.15, which may include paper documents, microfilm or microfiche records, and computerized records;
 - d. Safeguarding information concerning applicants for, or recipients of, medical support enforcement services, in accordance with the requirements of 42 CFR 431, Subpart F, and 45 CFR 303.21;
 - e. Obtaining sufficient information about the health insurance policy or plan to permit the filing of a claim with the insurance, or to permit coding of the insurance onto the Title XIX Medicaid Management Information System (MMIS), and forwarding such information to the RSS Third Party Recoveries Unit. The Child Support Unit shall accomplish this by sending the designated form letter (AFS WSS2070R-J; see ATTACHMENT A) to the absent parent, and forwarding the letter to the Third Party Recoveries Unit when completed and returned by the absent parent,
 - f. Receiving medical support collections and directing these collections to the RSS Third Party Recoveries Unit for distribution in accordance with 42 CFR 433.154;

- g. Maintaining an accounting system and supporting fiscal records adequate to assure that any claims for reimbursement from HSS are in accordance with the applicable requirements in 45 CFR 74, and claiming reimbursement only for those costs that are not reimbursable by the federal Office of Child Support Enforcement under Title IV-D; and
 - h. Establishment of a method for allocating those costs that cannot be directly charged to the medical support enforcement effort.
3. The Third Party Recoveries Unit of RSS shall be responsible for:
- a. Coding health insurance information onto Oregon's Title XIX Medicaid Management Information System (MMIS) system;
 - b. When payments are directed to reimburse Title XIX expenditures, calculating and paying incentives provided under 42 CFR 433.153;
 - c. Distributing medical support collections as required by 42 CFR 433.154; and
 - d. Safeguarding information concerning applicants for, or recipients of, medical support enforcement services, in accordance with the requirements of 42 CFR 431, Subpart F, and 45 CFR 303.21.

B. HEALTH SERVICES SECTION

HSS shall be responsible for:

- 1. Providing reimbursement to the Oregon IV-D agency only for those child support enforcement services performed that are not reimbursable by the federal Office of Child Support Enforcement under Title IV-D and that are necessary for the collection of amounts for the Title XIX program;
- 2. Safeguarding information concerning applicants for, or recipients of, medical support enforcement services, in accordance with the requirements of 42 CFR 431, Subpart F, and 45 CFR 303.21.

III. DESIGNATION OF LIAISON

The primary liaison persons under this Agreement are:

- A. For RSS, the Assistant Administrator of the Adult and Family Services Division for RSS.
- B. For HSS, the Assistant Administrator of the Adult and Family Services Division for HSS.