

**IV. CIVIL RIGHTS**

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

**V. AMENDMENTS AND REVISIONS**

This Agreement may be amended by either party with the concurrence of the other. Any such amendment shall be in writing, executed by both parties to this Agreement, and shall be made part of this Agreement.

**VI. RENEWAL AND TERMINATION**

- A. This Agreement will be in full force and effect from May 15, 1989, and will continue until terminated by either party.
- B. The parties agree that this Agreement may be terminated by either party giving the other party ninety (90) days written notice of termination, or sooner if by mutual Agreement of both parties. It is further agreed that this Agreement will terminate immediately if the parties sign a new agreement which supersedes this Agreement.

**VII. APPROVAL**

RECOVERY SERVICES SECTION

HEALTH SERVICES SECTION

*Darlene Woodard*

*Jean Thorne*

Darlene Woodard, Manager, RSS  
Director, Oregon Title IV-D  
Program  
Assistant Administrator, Adult  
and Family Services Division

Jean Thorne, Manager, HSS  
Director, Oregon Title XIX  
Program  
Assistant Administrator, Adult  
and Family Services Division

*May 16, 1989*  
Date

*5/19/89*  
Date

ADULT AND FAMILY SERVICES DIVISION

*Freddye Webb-Petett*

**MAY 25 1989**

Freddye Webb-Petett, Administrator

Date

c:\csp\IV-D&XIX.1  
5-4-1989

IN 89-13	SEARCHED
SUPERSEDES	INDEXED
FILE #	DATE TO GO
CLASSMENTS	



Transmittal #89-13  
Attachment 4.16-A  
Part 10, Page 5

*Department of Human Resources*  
**ADULT AND FAMILY SERVICES DIVISION**  
PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

Attachment A

DATE:

CASE NUMBER:

**REQUEST FOR MEDICAL INSURANCE INFORMATION**

Please take a few minutes to fill in the blanks below. We need to have you return this letter to us within 30 days.

According to federal regulation 45 CFR 306, you must have medical insurance for your children because it is part of your child support order. It should be available to you at little or no cost. Medical insurance available at your place of employment or other group insurance is considered to be at low cost.

If you do not get medical insurance as required, legal action may have to be taken. This may lead to court action. If you do not provide this information, we will have no choice but to report you to support enforcement officials. Please answer this letter within 30 days. We have provided you with a self-addressed envelope for your convenience.

-----  
NAME OF YOUR INSURANCE COMPANY \_\_\_\_\_

ADDRESS (If known) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POLICY # / GROUP # \_\_\_\_\_

IS THIS INSURANCE THROUGH YOUR JOB?       YES       NO

NAMES OF INSURED DEPENDENTS (Children) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TRN # 89-13	
SUPERSEDES	
DATE	
COMMENTS	

**INTERAGENCY AGREEMENT**

**DEPARTMENT OF INSURANCE AND FINANCE  
INFORMATION MANAGEMENT DIVISION**

**DEPARTMENT OF HUMAN RESOURCES  
ADULT AND FAMILY SERVICES DIVISION**

This Agreement is between the State of Oregon's Department of Insurance and Finance, Information Management Division, hereafter referred to as "IMD" and the State of Oregon's Department of Human Resources, Adult and Family Services Division, hereafter referred to as "AFS."

**I. PURPOSE**

- A. The Department of Human Resources, hereafter referred to as "DHR" is the Department of the State of Oregon that is responsible for administration of Oregon's Medical Assistance Program under Title XIX of the Social Security Act. DHR, for the purpose of this agreement and as the Title XIX agency, has assigned AFS the responsibility for acting on the behalf of the Title XIX agency.
- B. DHR, as the Title XIX agency, is required by 42 Code of Federal Regulations 433.138 to enter into an agreement with and to conduct a data exchange with the State Workers' Compensation or Industrial Accident Commission Files to the extent permitted by State law.
- C. The Information Management Division of Department of Insurance and Finance is responsible for acting on behalf of the State Workers' Compensation or Industrial Accident Commission in matters of data exchanges.
- D. This Agreement will define the functions and responsibilities of AFS and IMD in conducting the data exchange.

**II. RESPONSIBILITIES OF EACH PARTY FOR THE DATA EXCHANGE**

**A. ADULT AND FAMILY SERVICES DIVISION**

1. AFS will safeguard information obtained from IMD in accordance with the requirements set forth in 42 CFR Part 431, Subpart F.
2. AFS will use the Claims Extract File Tape to identify public assistance recipients, and (if their names and social security numbers are available) the absent or custodial parents of public assistance recipients. AFS will use this information to identify legally liable third party resources; to cost avoid future medical expenses; and to recover those medical expenses that should have been paid by a legally liable third party resource.

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3. AFS will use information from the Determination Order Extract Tape to determine whether public assistance recipients have reported employment and earnings. In addition to other uses, AFS may, subject to verification, use the information as a basis for writing overpayments if public assistance recipients have failed to report employment and earnings or have under reported earning.

**B. INFORMATION MANAGEMENT DIVISION**

1. On a monthly basis, IMD will send a copy of the Claims Extract File and Determination Order Extract Tapes to AFS from the Workers' Compensation data files.
2. IMD will charge no fee for furnishing this information.
3. The data exchange is from IMD to AFS only. Therefore, IMD will not have information on applicants and recipients that needs safeguarding in accordance with the requirements set forth in 42 CFR Part 431, Subpart F.

**III. MAGNETIC TAPE FORMAT AND LAYOUT**

- A. See Attachment A, dated September 11, 1990, for Claims Extract Tape.
- B. See Attachment B, dated September 11, 1990, for the Determination Order Extract Tape.

**IV. DESIGNATION OF AGENCY LIAISON**

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

**A. Information Management Division:**

Dorothy Oliver  
DP Manager  
Data Processing Section

**B. Adult and Family Services Division:**

Phillip J. Yarnell  
Assistant Administrator  
Recovery Services Section

**V. ACCESS TO RECORDS**

- A. The State of Oregon and the federal government, through authorized representatives, may have access to all records affected by this agreement for the purposes of making audits or other examinations.

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SUPERVISOR	BY <u>10/11/90</u>	Page 2 of 3
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PROVIDING WORKERS' COMPENSATION COVERAGE

- A. All employers working under this Agreement are subject employers under Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

VI. CIVIL RIGHTS

- A. Both AFS and IMD agree to provisions of the Civil Rights Act of 1964, as amended, and to Title V of the Rehabilitation Act of 1973, as amended.

VII. AGREEMENT DURATION, RENEWALS, TERMINATION

- A. This Agreement will be in full force and effect from October 1, 1990, 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.

VIII. APPROVALS AND INTERNAL REVIEW

INFORMATION MANAGEMENT DIVISION

Dan Adelman 9-26-90  
Dan Adelman Date  
Administrator  
Information Management Division

ADULT AND FAMILY SERVICES DIVISION

Stephen D. Minnich 9/26/90  
Stephen D. Minnich Date  
Administrator  
Adult and Family Services Division

AFS INTERNAL REVIEW

Phillip J. Yarnell 9/25/90  
Phillip J. Yarnell Date  
Assistant Administrator  
Recovery Services Section

Norm Wishart 10/8/90  
Norm Wishart Date  
Contract Manager

TN - 90-25  
12/24/90  
10/1/90  
COMMENTS

Agreement #51183

Oregon

DEPARTMENT OF  
HUMAN RESOURCES

Human Resources Building

**INTERAGENCY AGREEMENT**

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs, hereafter called "OMAP," and its Mental Health and Developmental Disability Services Division hereafter called MHDDSD and its Office of Mental Health Services, hereafter called OMHS and its Office of Developmental Disability Services, hereafter called ODDS, and its Senior and Disabled Services Division, hereafter called SDDSD.

**I. TERM**

This Agreement shall become effective on July 1, 1995, and may be terminated by any of the parties party upon 30 days notice, in writing.

This Agreement may not be terminated by MHDDSD or SDDSD without the approval of OMAP, and then only with an organized implementation plan that assures continuity of PASARR services to individuals referred to, or residing in nursing facilities.

**II. PURPOSE**

OMAP is responsible for Title XIX services in the State of Oregon and for assuring that these services meet all relevant federal regulations. MHDDSD and SDDSD, as DHR agencies are responsible for planning, developing, and coordinating procedures and services for eligible individuals.

This Agreement covers implementation of Health Care Financing Administration requirements regarding Preadmission Screening and Annual Resident Review (PASARR), effective January 29, 1993. The regulations are respondent to Congressional Legislation, signed into law, under the Omnibus Budget Reconciliation Acts (OBRA) of 1987 and 1990.

**III. STATEMENT OF WORK**

**A. Joint Planning**

The provisions of this Agreement are the result of joint planning by the agencies named as parties to this Agreement.



John A. Kitzhaber  
Governor

CKS/DHR/51183/10-95

TN. <u>96-01</u>	DATE APPROVED <u>3-5-96</u>
SUPERSEDES	EFFECTIVE DATE <u>1-1-96</u>
TN. <u>94-01</u>	DATE TO CO. _____
COMMENTS	- 1 -

500 Summer Street NE  
Salem OR 97310-1012  
Salem - (503) 945-5821  
FAX - (503) 378-4324  
TTY - (503) 945-5928

**B. Agency Access To Records**

OMAP shall have access to OMHS and ODDS records needed to carry out its responsibilities with respect to OBRA/PASARR.

**C. Exchange of Relevant Information**

SDSD and its contractors and MHDDSD and its contractors, as representatives of DHR, shall record, report, and exchange medical and social information, as requested, about individuals subject to PASARR. Such information shall be freely available to designated representatives of these agencies, consistent with confidentiality requirements of 42 CFR 431, Subpart F and 42 CFR 455, Subpart B.

The agency liaisons for this Agreement are:

- 1. MHDDSD
  - a. The Nursing Home Reform Specialist for OMHD.
  - b. The Coordinator of the Nursing Home Reform Program for ODDS.
- 2. SDSD
  - a. The Manager of the Client Care Assistance Unit, Program Assistance Section.
- 3. OMAP
  - a. Assistant Manager of the Program and Policy Unit.

**D. Timely PASARR Reviews**

**1. PASARR Level I**

SDSD and its contractors shall assure that Pre-Admission Level I and Screening and Private Admission Level I screening are performed prior to referral of an individual to a nursing facility.

**2. PASARR Level II Assessments**

MHDDSD shall assure that Level II assessments of persons with mental illness (MI) or mental retardation/developmental disabilities (MR/DD), referred for admission to a nursing facility and not meeting a categorical determination, shall be performed within an annual average of seven to nine working days of the referral.

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<u>94-01</u>	EFFECTIVE DATE <u>1-1-96</u>
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E. Proper Delegation of PASARR Functions

1. PASARR Level I

OMHD and ODDS delegate to SDSA and its contractors authority to perform PASARR Level I screening determinations regarding nursing facility level of care, identify individuals having or suspected of having MI or MR/DD, and make categorical determinations for Medicaid eligible individuals.

For individuals found to have MI as defined by OBRA, the SDSA determination of need for nursing facility level of care shall be final. These individuals shall be referred to OMHS for a Level I evaluation prior to placement in a nursing facility.

For individuals found to have MR or DD, ODDS shall make the final determination regarding admission to a nursing facility in keeping with OAR 309-48-020 and 309-48-030. Verbal approval from ODDS is required before SDSA or its contractors refer an individual with, or suspected of having, MR/DD to a nursing facility.

PASARR Level I screening, level of care determinations, and categorical determinations shall be funded and administered by SDSA and its contractors. SDSA will integrate these activities with its existing Pre-Admission Screening - Private Admissions Assessment procedures.

2. PASARR Level II Assessments

The OMHS and the ODDS will be responsible for conducting Level II assessments within the required time frames.

To assure independence of the PASARR Level II evaluations, the OMHS will sub-contract with Community Mental Health Programs (CMHPs), or Qualified Mental Health Professionals (QMHPs), or their equivalent to carry out Level II assessments for individuals with MI.

Qualified Mental Retardation Professionals (QMRPs) from the ODDS will perform Level II assessments for individuals with MR/DD.

3. Annual Resident Review (ARR)

Nursing Facility personnel will annually gather required ARR data for persons having, or suspected of having MI, as part of the Minimum Data Set (MDS) process and will refer eligible persons to OMHS or its contractors for Level II evaluations.

IN # <u>96-01</u>	DATE APPROVED <u>3-8-96</u>
REVISIONS <u>94-0</u>	EFFECTIVE DATE <u>2-1-96</u>
	DATE TO C.O. _____
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For persons with MR/DD, Case Managers for local DD Program Offices will perform ARRr in consultation with designated staff from ODDS. These will be performed in conjunction with the Nursing Facility's Minimum Data Set and Annual Care Plan or as indicated by changes in individual service needs.

4. Specialized Services

The ODDS will contract with local DD Program Offices or their qualified subcontractors for the provision of Specialized Services to persons with MR/DD determined to require these services through the PASARR Level II assessments.

The OMHS will arrange for the provision of Specialized Services by qualified providers to persons with MI determined to require the services through the PASARR Level II assessments.

5. Specialized Rehabilitation Services

SDSD, through its contracted nursing facilities, shall be responsible to provide or obtain required Specialized Rehabilitative Services for persons with MI and/or MR/DD. These shall include, but are not limited to, physical therapy, speech-language pathology, occupational therapy, and mental health rehabilitative services.

6. Relocation of Individuals

MHDDSD will be responsible for the relocation of individuals with MI or MR/DD who are determined through the PASARR Level II assessment to not require NF level of care.

7. Appeals Process

PASARR Level II determinations may be appealed through the Adult and Family Services Division's Hearings Process as specified under OAR 461-25-300 through 461-25-385.

8. No Transfer of Funds

No funds shall be transferred between agencies which are party to this Agreement.

F. Finality of OMHS and ODDS PASARR Determinations

PASARR determinations made by the OMHS and the ODDS shall not be countermanded by OMAP except through the appeals process. The OMHS and ODDS and those to whom they delegate PASARR procedures shall be responsible for assuring use of criteria which are consistent with those adopted by OMAP under its approved state plan.

TN • <u>96-01</u>	DATE APPROVED <u>3-5-96</u>
SUPERSEDES	EFFECTIVE DATE <u>1-1-96</u>
TN • <u>94-01</u>	DATE TO CO. _____
COMMENTS	

G. Assuring Compliance With PASARR Requirements

It shall be the responsibility of the individual DHR agencies entering into this Agreement to assure that the requirements of 42 CFR 483.100 through 483.138 (Preadmission Screening and Annual Resident Review of Persons With MI and MR/DD) are met.

IV. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by all parties.

V. SIGNATURES

*1/22 Cropper*  
Office of Medical Assistance Programs

10.4.95  
Date

*Bonny*  
Mental Health and Developmental  
Disability Services Division

10/9/95  
Date

*Susan L. Dietsche*  
Senior and Disabled Services Division

10-20-95  
Date

REVIEWED:  
*Chalwa*  
DHR Contracts

10/23/95  
Date

TN • <u>96-01</u>	DATE APPROVED <u>3-5-96</u>
SUPERSEDES	EFFECTIVE DATE <u>1-1-96</u>
TN • <u>94-01</u>	DATE TO C.O. _____
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