

KANSAS MEDICAID STATE PLAN

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Agreement Between
Alcohol and Drug Abuse Services
and
The Division of Medical Programs within
Income Maintenance and Medical Services
Kansas Department of Social and Rehabilitation Services

I. Purpose of Agreement

The purpose of this agreement is to satisfy the requirements of 42 CFR 431.615.

This Agreement is entered into between the Division of Medical Programs (DMP) within Income Maintenance and Medical Services (IMMS), and Alcohol and Drug Abuse Services (ADAS) for the mutual objective of providing reimbursement for alcohol and drug addiction treatment to Medicaid and MediKan eligible individuals in community alcohol and drug addiction treatment facilities and in other facilities appropriate to a recipient's individual needs.

II. Definition of Terms

A community alcohol and drug addiction treatment facility provides alcohol and drug addiction counseling, guidance, supervision and personal services to people living within a licensed/certified, medically-oriented, 24-hour facility in accordance with ADAS licensing standards.

A community alcohol and drug addiction treatment facility may also provide day treatment. Day treatment is the delivery of alcohol and drug addiction services and supportive services on less than a 24 hour a day basis. Programs must average at least 15 hours per week of structured activities and 8 hours per week of counseling services per recipient.

III. Responsibilities of Alcohol and Drug Abuse Services

1. Arrange funding and develop appropriate community treatment services for indigent clients needing alcohol and drug addiction intermediate or day treatment services within approved budget constraints.
2. Utilize state funds transferred from the Medical Assistance budget to augment other ADAS funds to provide a continuum of services for indigent clients.
3. Ensure the availability of space to provide an alternative service to the drug and alcohol addiction rehabilitation service currently provided in the hospital inpatient facilities within approved budget constraints.

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4. Assure that state match dollars are available through the ADAS grant process prior to the start of each fiscal year. Maintain documentation for each facility reflecting the available state match at any given time during this year for federal review purposes.
5. Provide a certification statement to DMP within three weeks after the end of a quarter stating that state funds were available to match the federal funds.
6. Notify DMP of any facility's loss of licensure in a timely manner.
7. Accept responsibility for federal financial penalties or adjustments which result if it is found on retrospective review or audit that state funds were not available to match federal funds.

IV. Responsibilities of the Division of Medical Programs within Income Maintenance and Medical Services

1. Submit and obtain federal approval of contracting process, contract documents and this agreement.
2. Provide State General Fund monies to ADAS to be used to develop treatment services to operate within the intent of this agreement. The actual amount of transferred monies will be decided by the Governor, Legislature or through negotiation between ADAS and IM & MS.
3. Coordinate federal reviews, if any.
4. Enroll qualified treatment providers and designate to the fiscal agent those who will receive reimbursement. Determine individual reimbursement rates and notify the fiscal agent.
5. Provide workshops, manuals and technical assistance regarding billing procedures for service providers.
6. Determine client eligibility for Medical Assistance.
7. Notify the fiscal agent of routine and special reports necessary for the administration of this activity.

V. Joint Responsibilities of IMMS and ADAS

1. Promote service implementation and usage by Medicaid/Medicaid recipients by coordinating plans directly and indirectly related to the services within the scope of this agreement provided to or arranged for recipients.

TN# MS-90-25 Approval Date 8/20/90 Effective Date 7/1/90 Supercedes TN# Nothing

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2. Cooperatively implement utilization review procedures.
3. Cooperatively solicit bids and engage in contracting activities with qualified facilities. This includes:
 - a. Writing IFBs or RFPs, addenda, contracts and other documentation necessary for contracting activities.
 - b. Interface with the Kansas Department of Administration, Division of Purchases, in the contracting process.
 - c. Evaluate bids/proposals, and make recommendations for awards.
 - d. Participate in contract negotiations, if held.
4. Develop and maintain documentation which satisfies federal and state requirements. Participate in federal reviews, if any.
5. Annually engage in fiscal planning based upon budgetary decisions.
6. Develop and exchange reports, as necessary, concerning services provided to recipients.

VI. Periodic Review and Joint Planning for Changes in the Agreement

This agreement will be reviewed on an annual basis. The review and joint planning for changes in this agreement will be held at least one month prior to the anniversary date of this agreement.

VII. Continuous Liaison Between the Parties and Designation of Staff Responsible for Liaison Activities

Liaison will be maintained by the Commissioner of Alcohol and Drug Abuse Services and the Commissioner of Income Maintenance and Medical Services or their designees.

VIII. Joint Evaluation of Policies that Affect the Cooperative Work of the Parties

Policies that affect cooperative work of both Commissions will be jointly reviewed and signed off prior to implementation. Differences in policies will be resolved through joint discussion. Operational disagreements which become apparent in the course of this Agreement shall be resolved by discussions between the concerned parties at the organizational level closest to its problem.

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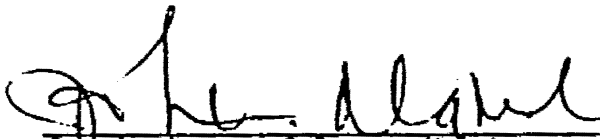
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IX. Duration of Agreement

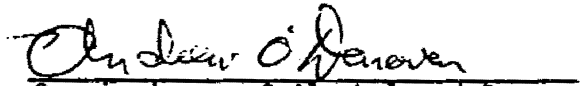
This agreement shall continue until it is revised or terminated. Revision or termination may be accomplished by either party by giving ninety days written notice or by mutual consent and the return of any unspent (after reimbursement/match adjustment) state dollars indicated in IV. 2. above for the current state fiscal year.

X. Signature

WHEREAS Income Maintenance and Medical Services and Alcohol and Drug Abuse Services do hereby agree to the terms and conditions of the Agreement as specified herein effective with the signature of both Commissioners.



Commissioner of Income Maintenance
and Medical Services



Commissioner of Alcohol and Drug
Abuse Services

May 29, 1990
Date

4-27-90
Date