MEMORANDUM OF AGREEMENT

Between

STATE HUMAN SERVICES DEPARTMENT
INCOME SUPPORT DIVISION

And

STATE DEPARTMENT OF EDUCATION
VOCATIONAL REHABILITATION DIVISION

The Rehabilitation Act of 1973, as amended, and implementing regulations require State vocational rehabilitation agencies to assist eligible handicapped individuals to enter, return to, or remain in gainful employment, through the provision of various services. Many of these handicapped individuals are also eligible for Medicaid. Therefore, it is appropriate and necessary to define the cooperative roles of the Division of Vocational Rehabilitation and the State agency responsible for administration of the Medicaid Program in assuring the provision of services for these individuals.

This agreement is entered into between the Income Support Division of Human Services Department, hereinafter ISD, and the Division of Vocational Rehabilitation of the Department of Education, hereinafter DVR, for the puspose of defining the coordination of functions in connection with provision of the services available under both programs.

NOW, THEREFORE, ISD AND DVR enter into the following agreement:

A. PAYMENT FOR MEDICAL SERVICES

1. For any medical services covered under the Title XIX (Medicaid Program), and delivered in accordance with regulations of the Medicaid Program, ISD will assume first and primary responsibility for payment. However, benefit payments from other sources such as hospital or health insurance, or other third parties which are under obligation to provide such benefits for Medicaid eligibles, must be used before drawing on Medicaid funds.

2. DVR operates the New Mexico Rehabilitation Center at Roswell, its Northern New Mexico Rehabilitation Center at Las Vegas and the Psychological Services Unit in Albuquerque, all of which receive payment for medical services under separate provider agreements. Those payments are accepted as full payment for services rendered and the proceeds used to meet operating expenses.

3. ISD agrees to consider extending provider status to DVR for other services as it is demonstrated that DVR meets program requirements for participation in additional areas, and as it is demonstrated that DVR can assist in maximizing the delivery of comprehensive health care services to Medicaid eligibles.

B. EQUAL SERVICES

The DVR agrees to consider any Medicaid recipient for all possible services available to any handicapped individual under any other program which might meet in whole or in part the cost of certain services. The fact that an individual is eligible for Medicaid should not restrict that individual's eligibility to receive other services available.

ISD will reciprocate by considering any DVR recipient for all possible services available under the programs administered by ISD field offices. An individual's receipt of DVR services should not restrict that individual's eligibility to receive other available services.

C. COMMUNICATIONS BETWEEN ISD AND DVR

1. County ISD offices will refer all potential rehabilitation cases to the local DVR office if it appears that the individual may benefit from such services. All AFDC recipients determined to be incapacitated for purposes of participation in the WIN Program will be referred to DVR. In return, the local DVR offices will refer all individuals determined to be in need of financial, food, or medical assistance to the county ISD office if it appears that the individual may be eligible under the Programs administered by ISD.

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Arrangements for transmittal of referrals on a regular and frequent basis will be worked out between the county offices, with consideration given to expediency and maximum efficiency. Referrals made by ISD and DVR staff will contain:

a) adequate identifying information to allow the receiving office to contact the individual referred; and,

b) medical information as available and deemed appropriate. When such information is shared, the recipient's permission must be obtained for its release.

The receiving office will acknowledge all referrals and, when appropriate, outline services provided.

2. County offices for ISD and DVR will establish a liaison person for communications between the two agencies. Whenever possible, a backup person will be designated to serve this function in the liaison person's absence. The designation of a liaison person will not restrict communications between individual DVR and ISD workers who are mutually involved in providing services to a particular Medicaid recipient. Rather, the liaison person will function so as to maximize communications between the two agencies on both the individual case level as well as the office level. The ISD liaison person on the state level will be the supervisor of Program Development Unit of the Medical Assistance Bureau. The DVR liaison person on the state level will be the Assistant Chief of DVR Field Services.

D. TRAINING FOR DVR AND ISD STAFF

ISD agrees to develop training materials and provide training to appropriate DVR staff to assure they are knowledgeable about current Medical Assistance Program coverage and procedures. DVR agrees to develop training material and provide training to appropriate ISD staff to assure they are knowledgeable about services available through DVR and which ISD recipients are appropriate referrals for DVR services. Both DVR and ISD agree to complete the above training within 12 months of the effective date of this agreement.

E. EXEMPT DVR PAYMENTS

The DVR makes payments to individuals in training to help them meet the additional costs of training. These payments are made to meet needs not met by the financial assistance grant and are disregarded in their entirety in computation of financial assistance grants from ISD. In determination of eligibility for the Food Stamp Program, ISD shall consider any training allowance specifically intended for payment of tuition and mandatory fees to educational institutions in accordance with applicable food stamp guidelines.

F. EXPEDITING PRIOR APPROVALS FOR MEDICAID SERVICES

The Medical Assistance Bureau of ISD will assist DVR staff in expediting the prior approval process for medical services in instances in which it is demonstrated that an unnecessary delay has occurred in normal prior approval procedures. ISD will provide training to DVR staff on how to assist providers in obtaining prior approvals for medical services.

G. CONFIDENTIALITY

Pursuant to 42 CFR 431.300 et seq. and 42 CFR 51a.112, all information as to personal facts and circumstances obtained, and all records kept by either of the parties hereto shall constitute privileged communication, shall be held confidential, and shall not be divulged without the client's consent except as may be necessary to provide needed services to that client.

H. PERIOD OF AGREEMENT, RENEWAL, REVIEW AND AMENDMENT

This Agreement shall become effective on May 1, 1981, and shall terminate June 30, 1982. This agreement will be reviewed and renegotiated on an annual basis. Periodic reviews and revisions in response to changes in State and/or Federal statutes may be initiated by either party to this agreement, with written notification of proposed amendments being made to the other party. Discussion of the proposed amendments will be undertaken as appropriate to ensure that the function and goals of both parties are duly considered. All amendments must be agreed upon mutually by written consent prior to finalization and implementation.

This memorandum of agreement is the basis for relations and cooperation between ISD and DVR.

In Witness Whereof, the parties hereto have set their hands.

5/12/81
DATE
LAWRENCE B. INGRAM, SECRETARY
DEPARTMENT OF HUMAN SERVICES

5/15/81
DATE
DR. ROBERT A. SWANSON, DIRECTOR
DIVISION OF VOCATIONAL REHABILITATION

DATE
BERN P. MYERS, STAFF COUNSEL
DIVISION OF VOCATIONAL REHABILITATION

APPROVED BY DHHS/HCFA/DPO
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