

Attachment 4.11-A

The Department of Health and Welfare through the Division of Health, Bureau of Licensure and Certification is responsible for establishing and maintaining licensure standards in the State of Idaho for hospitals, skilled nursing facilities, and intermediate care facilities. This same section of this Department is also responsible for maintaining standards other than those relating to health for such health facilities. These standards are on file with the Department and are available to any interested person or agency upon request.

Approved  
12-28-80  
EFF  
D180

TN # 80-19

Attachment 4.14-B  
State Idaho

citation

42 CFR 456.401(b)

42 CFR 456.431(b) (2)

The State will utilize both facility-based review and review by personnel under contract to the Medical Assistance Unit when providing utilization review in ICF/MR facilities. The reviews will be conducted on the following basis:

1. Personnel Under Contract to the Medical Assistance Unit: The State will accept the annual on-site Inspection of Care Team's review as a utilization review of the need for continued stay. The Regional Medicaid Unit's review of the client's application for Medicaid payment and the establishment of medical eligibility will constitute the admission review.
2. Facility-based Review: The facility-based utilization review committee will conduct a review of the need of continued stay in the sixth (6th) calendar month following the Inspection of Care

J.N. 90-27

Approved 1-15-91

Effective 12-1-90

Supersede ~~81-8~~

81-8

Attachment 4.16-A

The following is a description of the cooperative arrangements with the State Health and State Vocational Rehabilitation Agencies and with Title V grantees:

- (a) The Division of Health-Bureau of Child Health and the Division of Welfare-Bureau of Benefit Payments, through written agreement, provide a clear understanding of the mutual objectives, respective responsibilities, and the relationship between Title XIX (Medical Assistance) Program in the Early and Periodic Screening Diagnosis and Treatment Program in Idaho. This Agreement provides for communication, reciprocal referral and joint cooperation. It designates staff functions and appropriate arrangements for screening and treatment. Medical care and services within the scope of the Title XIX program will be paid for under the Title XIX program.
- (b) A written agreement between the Department of Health and Welfare and Vocational Rehabilitation Services of the Department of Education, provides for a clear understanding of the mutual objectives and respective responsibilities of each agency in the rehabilitation of eligible Medicaid recipients. An agreement provides for reciprocal referral of eligible recipients for services of the other agency. Local staff of both agencies have been apprised of the terms of the agreement toward the objective of providing the services of both agencies to greatest advantage to eligible recipients. Diagnostic procedures may be provided by either agency prior to referral. In cases of those recipients requiring medical rehabilitation, the Department will pay for medical care and services within the content of care and services of the Medical Assistance program, whereas Vocational Rehabilitation will pay for prostheses, appliances, and intensive and long-term therapy. In cases of those eligible recipients requiring vocational rehabilitation training, the Department of Health and Welfare will pay for medical care and services within the content of care and services of the Medical Assistance program and Vocational Rehabilitation Services will pay the costs of training and training supplies.
- (c) Copies of Agreements between the Division of Welfare and Division of Health, and copies of three (3) Agreements between Vocational Rehabilitation Division and the Department of Health and Welfare are available for reference.

81-2  
Approved 1-7-81

MEMORANDUM OF AGREEMENT

Background

The Division of Health, through the Bureau of Child Health, and the Division of Welfare, through the Bureau of Benefit Payments, Department of Health and Welfare, have both respective and mutual responsibilities in providing medical services to Idaho citizens. To enhance a cooperative and a coordinative relationship between these Bureaus in carrying out these responsibilities and to meet the requirements of the Social Security Act, a formal agreement is hereby executed.

Applicability

This agreement specifically refers to relationships of the two Bureaus as relating to the Title XIX (Medical Assistance) Program in the Early and Periodic Screening Diagnosis and Treatment program in Idaho.

Section I - General

1. Bureau Chiefs will maintain regular communication, both formal and informal, on all program aspects. Meetings shall be held between appropriate staff members as necessary to review the program and to maintain positive, mutual working relationships.
2. The State Coordinator office staff shall be physically housed with the Bureau of Child Health and will include one State Coordinator position and part-time secretarial support to the extent to 0.10 FTE. The position of State Coordinator is funded 25% by Division of Health General Fund and 75% by Medicaid, through the Bureau of Benefit Payments.
3. The State Coordinator shall participate in training sessions in both Bureaus dealing with provision of medical services, standards of care, Outreach, and Quality Control.
4. Professional staff of each Bureau and each Division will be available to the State Coordinator for advisory services relative quality assurance, to development of policies and program content, and to achieve the goals and objectives of the program.

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| TN • <u>81-2</u>  | DATE APPROVED <u>7/16/81</u> |
| SUPERSEDES        | EFFECTIVE DATE <u>1/1/81</u> |
| TN • <u>73-43</u> | DATE REC'D <u>7/16/81</u>    |
| COMMENTS          |                              |

Section II - Regional Staff

1. Regional staff are located in regional community rehabilitation (A/CDC) offices and are responsible for service delivery and early identification of eligible individuals under 21 years of age in need of medical or remedial services.
2. Staff for regional offices shall consist of part-time coordinator responsible for supervision of the regional Outreach staff, and either employed or contracted Outreach workers and screeners. Regional coordinators shall report to the supervisor, Adult and Child Development Center.
3. Regional staff shall be responsible, under direction of the State Coordinator, for contracting for local service delivery as necessary.
4. State Coordinator shall act in advisory capacity to regional staff and assist in coordinating plans for health care provided or arranged for recipients and handling of reciprocal referrals.
5. Regional staff time shall be reimbursed by 25% general fund (Regional) and 75% by Medicaid for administrative and support services, and at the prevailing match rate through the regular Medicaid billing (MMIS) system for developmental screening services provided.

Section III - Reports

1. The State Coordinator shall be responsible for overseeing the provision of necessary reports at all levels. These reports include the HCFA 156, Monthly Statistical Report, the Quarterly Child Health Status Report (when initiated), and lists for penalty monitoring sample purposes as requested. These are generated both manually and by computer and must be presented as a State total report. Regular progress reports will be made through the Bureau of Child Health.
2. Staff from the Bureau of Benefit Payments and the Bureau of Research and Statistics will be available to the State Coordinator to assist in compiling and submitting these reports.

Section IV - Staff

1. Responsibility for day-to-day activity effectuating this agreement shall be lodged with the Chief, Bureau of Child of Health, and the State Coordinator for the EPSDT program for the Division of Health,

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| TN # <u>81-2</u>  | DATE APPROVED <u>7/16/81</u> |
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| TN # <u>23-43</u> | DATE TO CO. <u>7/16/81</u>   |
| COMMENTS          |                              |

and the Chief, Bureau of Benefit Payments, for the Division of Welfare.

2. Recommendations for program modifications may originate within either Bureau and will be presented for both Bureaus' approval.

This Memorandum of Agreement will be in continuous effect subject to annual review and/or revision by the two Divisions.

E.S. Gallagher MD  
Edward S. Gallagher, M.D.  
State Health Officer  
Division of Health

6 FEB '81

Theo M. Murdock  
Theo M. Murdock  
Administrator  
Division of Welfare

RO/gop/M-11

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| TN # <u>81-2</u>  | DATE APPROVED <u>7/16/81</u> |
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| TN # <u>73-43</u> | EXPIRES ON <u>2/16/81</u>    |
| COMMENTS          |                              |

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FEB 11 1981

DEPT. OF HEALTH & WEL.  
BUREAU OF BENEFIT PAYMEN

COOPERATIVE AGREEMENT  
BETWEEN  
THE IDAHO DEPARTMENT OF HEALTH AND WELFARE  
AND  
THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

Pursuant to Section 1902(a)(11) and (22)(c) of the Social Security Act requiring arrangements and agreements between the Medicaid agency and State Vocational Rehabilitation agencies, the Department of Health and Welfare, Division of Welfare, hereinafter referred to as DHW and the Idaho Division of Vocational Rehabilitation, hereinafter referred to as IDVR, hereby agree to make maximum use of services as follows:

FUNCTIONS TO BE PERFORMED BY THE DEPARTMENT OF HEALTH AND WELFARE

- A. The DHW shall report promptly, to IDVR, any major changes in program policy or procedures that might affect DHW payment for services;
- B. The DHW shall agree to participate and exchange information with IDVR to assure effective rehabilitation planning, avoid duplication, and prevent unmet needs.
- C. The DHW shall pay for Medicaid eligible recipients for those services covered under the amount, duration, and scope of Medicaid after all other third party payments are paid, and before IDVR payment.

FUNCTIONS TO BE PERFORMED BY THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

- A. The IDVR shall report promptly, to DHW, any major changes in program policy and procedures that might affect IDVR payment for services, rehabilitation coverage, and plans.
- B. The IDVR shall agree to participate and exchange information with DHW to assure effective rehabilitation planning, avoid duplication, and prevent unmet needs.
- C. The IDVR shall pay for medical care, training costs, other necessary services, and child care costs within the scope of IDVR payment after payment by all other third parties and after payment by DHW which includes Medicaid payment for eligible recipients.

RECIPROCAL FUNCTIONS

- A. The signing of this Agreement shall not affect the programs of either agency.
- B. The agencies will not discriminate as to acceptance, determination of services, or employment in regard to race, color, creed, sex, age, or handicap.
- C. The staff of DHW and IDVR shall meet both formally and informally to review specific case problems, to maintain a positive working relationship and make maximum use of services.
- D. The staff of DHW and IDVR shall meet periodically to evaluate progress, exchange reports, and develop objectives and goals to maximize the services of the Medicaid-Vocational Rehabilitation services interface.

The conditions of this Agreement may be terminated upon thirty (30) days written notice from either agency.

  
\_\_\_\_\_  
Theo M. Murdock, Administrator  
Division of Welfare  
Idaho Department of Health and  
Welfare

2-4-81  
Date

  
\_\_\_\_\_  
Dale Rich, Administrator  
Idaho Division of Vocational  
Rehabilitation

2-9-81  
Date

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ED, Dept of  
Voc Rehab, Bureau of

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DEPT. OF HEALTH & WELFARE  
BUREAU OF BENEFIT PAYMENTS

COOPERATIVE AGREEMENT  
FOR THE EXCHANGE OF INFORMATION

I. PARTIES

This cooperative agreement is entered into between the Idaho Department of Health and Welfare and the Idaho Department of Education, Division of Vocational Rehabilitation.

II. PURPOSE

The purpose of this agreement is to establish a means of exchanging information contained in the records of patients or clients, applicants or recipients and to authorize the parties' respective representatives to furnish such information in compliance with the law.

III. DUTIES OF PARTIES TO THE AGREEMENT

The Idaho Department of Health and Welfare and the Idaho Department of Education, Division of Vocational Rehabilitation have the following duties and responsibilities.

- A. Initial Approval of Release of Information: To secure in the space provided at the end of this agreement, the signatures of the appropriate officials of the Department of Health and Welfare, and the Department of Education, Division of Vocational Rehabilitation who have official responsibility for CUSTODY of the Departmental records from which information is sought, stating that such release is not contrary to Title 5, Chapter 1, "Protection and Disclosure of Department Records", Rules and Regulations of the Department of Health and Welfare and that such release is not contrary to Chapter 2, Section 2.4, Confidential Information for the Division of Vocational Rehabilitation and/or section 1661.47 of the Federal Regulations for Confidential Information.

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| TN - <u>81-2</u> | DATE APPROVED <u>7/16/81</u> |
| SUPERSEDES       | EFFECTIVE DATE <u>1/1/81</u> |
| TN *             | DATE TO GO <u>7/16/81</u>    |
| COMMENTS         |                              |

- B. Identification of Need: To clearly identify the needs and services to be provided, which necessitates the exchange of information. The specific nature of the information sought from each party to the agreement includes all social, medical, psychological and psychiatric records on specific individuals, whether created by personnel of the parties to this agreement through direct contact with the specific individuals or created by contacts with other individuals who have furnished appropriate information to the parties to this agreement.
- C. Identification of the Use and Distribution of Final Product: To clearly identify that the use of which the information specified in Part III, B, will be put is: to adjudicate disability claims for the Department of Health and Welfare and the Division of Vocational Rehabilitation and/or to complete eligibility determinations for blind and/or disabled applicants or recipients. The final report, summary, or other final product within which the information will be contained is the official record folder of the blind and/or disabled applicant and/or recipient; and will be distributed to any other agency only with the particular applicant's or recipient's knowledge and written consent. Further, this agreement will not in any way affect or alter the specific duties and responsibilities of any party to the agreement.

#### IV. TERMINATION OF AGREEMENT

Any party may terminate this cooperative agreement at will, provided that notice of termination is given at least sixty (60) days in advance. The Idaho Department of Health and Welfare or Division of Vocational Rehabilitation may terminate this agreement without giving sixty (60) days advance notice if any

party fails to perform any of the covenants or conditions of the agreement. Further, this agreement shall be deemed null and void and terminate if any of the purposes and/or final products, as stated in Sections III, B, are substantially modified. Further, this agreement shall remain in perpetua until terminated as agreed upon in the above-mentioned termination policy.

Milton Allen  
SIGNED

Doyle C. Rich  
SIGNED

DIRECTOR, DEPARTMENT OF HEALTH  
TITLE AND WELFARE

ADMINISTRATOR, IDAHO DIVISION OF  
TITLE VOCATIONAL REHABILITA

DECEMBER 30, 1980  
DATE

DECEMBER 30, 1980  
DATE

81-2

COOPERATIVE AGREEMENT

BETWEEN

THE DEPARTMENT OF HEALTH AND WELFARE

AND

THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

Pursuant to Section 402(a)(19) of the Social Security Act providing for the exchange of information regarding individuals' eligibility for and receipt of AFDC, and I.C. 56-203(a) providing for the cooperation with other government agencies in the administration of public welfare services, the Department of Health and Welfare, hereinafter referred to as DHW, and the Idaho Division of Vocational Rehabilitation, hereinafter referred to as VRS, hereby agree to the following:

FUNCTIONS TO BE PERFORMED BY THE DEPARTMENT OF HEALTH AND WELFARE

- A. The DHW shall refer applicants and recipients for AFDC who claim an exception to the work and training requirements because of disability or incapacity to VRS for service;
- B. The DHW shall notify VRS of closures or other changes in the applicant/recipient's status;
- C. The DHW shall take appropriate action on cases in which notification is received from VRS that an applicant or recipient has failed to participate or cooperate in efforts to provide training, retraining or job placement;
- D. The DHW shall maintain standards of confidentiality comparable to those of VRS as set forth in the Administrative Procedure Process.

FUNCTIONS TO BE PERFORMED BY THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

- A. The VRS shall document the applicant/recipient's registration and forward this information to the DHW;
- B. The VRS shall notify the DHW of the failure and the reason for failure of an applicant/recipient to participate with the VRS;
- C. The VRS shall notify the DHW of VRS case closure and the reason for closure of any applicant/recipient;
- D. The VRS shall maintain standards of confidentiality comparable to those of DHW as set out in title 5, Chapter 1, of the Rules and Regulations of the Department of Health and Welfare entitled "Disclosure of Records."

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TERM OF AGREEMENT

This agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, that being the date of signing by the Department Directors, and shall remain in full force and effect on a continuing basis subject to termination by either party with 90 days' prior written notice.

MODIFICATION OF AGREEMENT

This agreement may be modified in writing at any time by mutual consent of the parties hereto.

In witness whereof, the parties hereto hereby execute this agreement.

IDAHO DEPARTMENT OF HEALTH AND WELFARE

IDAHO DIVISION OF VOCATIONAL REHABILITATION

by: W. Keith Klein  
signature

by: Raymond L. ...  
signature

title \_\_\_\_\_

Administrator  
title

date FEB 01 1979

date 1/17/79

COOPERATIVE AGREEMENT BETWEEN THE IDAHO DIVISION OF WELFARE  
AND THE IDAHO DIVISION OF HEALTH TO MEET THE REQUIREMENTS  
OF THE TITLE XIX, TITLE V AND TITLE X PROGRAMS

EFF  
2-23-82  
TN# 82-2

Background

The Division of Health and the Division of Welfare, Department of Health and Welfare, State of Idaho, have both respective and mutual responsibilities in providing medical and related services to Idaho citizens. To enhance a cooperative and coordinative relationship between these divisions in carrying out these responsibilities and to meet the requirements of the Social Security Act, a formal agreement is hereby executed.

Applicability

This agreement specifically refers to relationships of the two divisions concerning the Title XIX (Medical Assistance) Program, the Title V (Maternal and Child Health and Crippled Children's Service) Program and the Title X (Family Planning) Program in Idaho.

SECTION I: OBJECTIVES

A. Mutual Objectives and Responsibilities

The following objectives are set forth as requiring participation of both agencies in meeting the needs of eligible Idaho citizens. The divisions will participate in:

1. promoting public health nursing services for all families in need of those services in 44 Idaho counties;
2. providing continuing implementation and monitoring for the statewide perinatal care improvement plan;
3. serving as a focal point for statewide planning of health education, disease prevention, treatment and medical rehabilitative services for mothers and children;
4. providing professional, technical and financial assistance to local health agencies, volunteer health agencies and other groups and individuals engaged in the delivery of health services to all mothers and children;
5. continuing to provide educational information to all beneficiaries of Title XIX services;
6. maintaining communication linkages between 31 family planning clinics and access points in education agencies and other relevant health and social service agencies.

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B. Semiannual Reviews

Designed individuals from each agency will meet twice annually to review progress toward meeting these mutual objectives.

C. Record Keeping

Each agency will maintain those records specified by State and federal regulations, and the two agencies agree to provide summary reports upon request of the other agency.

D. Referrals for Diagnosis and Treatment

Title XIX field staff will refer presumptively eligible individuals to appropriate Title V programs during intake and redetermination interviews. Title V field staff will refer presumptively eligible individuals to appropriate Title XIX services during the application process and as appropriate at time of service delivery.

SECTION II: SERVICES

A. Early and Periodic Screening, Diagnosis and Treatment Program

All eligible parents and children who are potential participants in the Health Check Program (EPSDT) will be informed of the screening opportunities through written and face-to-face contact by staff. Informing staff will be located in both eligibility determination units and Health Check Program units. Title V services available for clients will be explained at this time, as well as Health Check services, as part of the intake process.

Delivery of Health Check services will be according to Section 3-9100 of the Medical Assistance Manual. Delivery of Title V services will be coordinated according to the State Title V Plan, "Methods of Administration."

B. Bureau of Child Health Crippled Children's Service

1. Conditions Covered

- a. Orthopedic Rehabilitation
- b. Cleft Lip and Palate Program
- c. Neurologic Program
- d. Cystic Fibrosis Program
- e. Adult Cystic Fibrosis Program
- f. Cardiac Program
- g. Plastic Surgery Program

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2. Other Services

Services under the Maternal and Infant Care, Dental, Maternal and Child Health, Family Planning, and Women and Infant Care Programs are available according to program-specific eligibility factors on file with the Bureau of Child Health; these factors are listed in materials shared with all field units as appropriate. Refer to State Health Plan for specific information on programs.

SECTION III: COOPERATIVE ARRANGEMENTS

A. Organization Charts

Organization charts indicating relative program responsibilities and relationships within the bureaus are attached as Appendix I.

B. Responsibility

The Bureau of Child Health, Division of Health, and the Bureau of Benefit Payments, Division of Welfare, are responsible for directing and carrying out the cooperative and collaborative relationships of this agreement.

C. Implementation

Implementation of this agreement and revision of any policy relative to this agreement will be carried out through the above-mentioned semiannual reviews.

SECTION IV: METHODS

A. Early Identification

Early identification of individuals under 21 in need of medical or remedial services shall be accomplished through the EPSDT program and through Title V and Title X field unit eligibility application process.

B. Reciprocal Referrals

During the intake period and at succeeding times as appropriate, presumptively eligible individuals for each agency's programs shall be informed and referred.

C. Health Service Coordination

To avoid duplication of services, treatment plans for recipients shall be coordinated by district health department and regional Health and Welfare staff at the local level.

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D. Payment or Reimbursement

Payment or reimbursement for service delivery shall be through established Department procedures and according to approved fee schedules to any eligible provider. Billing shall be through the central unit of the Bureau of Child Health (or through District Health Departments by virtue of fee collection authority delegated by the Bureau), and payment shall be achieved through the Bureau of Benefit Payments. As stipulated in federal requirements, reimbursement monies shall be budgeted and expended within the same program as earned.

E. Exchange of Reports

Each party will provide summary reports of service data, including, but not limited to, such information as comparative referral rates by region and percent of medical assistance recipients served in each of the Title V programs, to be reviewed during semiannual meetings between Central Office bureau chiefs of both programs. These data will be disseminated to division administrators and field staff as appropriate.

F. Periodic Review

The provisions of this agreement shall be subject to review and change as appropriate during the semiannual meetings of Central Office bureau chiefs as described above.

G. Continuous Liaison

Central Office bureau chiefs of the respective programs shall maintain liaison between staff through the regional directors and the district health department directors at the local level.

H. Joint Evaluation

Joint evaluation of policies that affect the cooperative work of the parties to this agreement shall be accomplished during the above-mentioned semiannual meetings, shall be based upon data supplied through summary reports and evaluated upon joint standards as developed during the semi-annual review meetings.

SECTION V: FEDERAL FINANCIAL PARTICIPATION

Federal financial participation in Title V and Title X programs shall be provided by the Title XIX system as reimbursement for services according to the following provisions:

- A. Title XIX reimbursement shall be considered "first dollar" expenditures;
- B. All projects must:
  - 1. have a fee schedule;

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- 2. ask every patient if they have third party benefits;
- 3. must bill all third parties for reimbursable services;
- C. All payments made to projects shall be consistent with the State's medical assistance plan.

This agreement will be in continuous effect, subject to annual review and/or revision by the two divisions.

E. S. Gallagher, M.D.  
Edward S. Gallagher, M.D.  
For the Division of Health

23 Feb. '82  
Date

Theo M. Murdock  
Theo M. Murdock  
For the Division of Welfare

2-23-82  
Date

42.2

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State/Territory: IDAHO

LIENS AND ADJUSTMENTS OR RECOVERIES

- 
1. The State uses the following process for determining that an institutionalized individual cannot reasonably be expected to be discharged from the medical institution and return home:

See Addendum, Attached

2. The following criteria are used for establishing that a permanently institutionalized individual's son or daughter provided care as specified under regulations at 42 CFR §433.36(f):

See Addendum, Attached

3. The State defines the terms below as follows:

See Addendum, Attached

- o estate
  
- o individual's home
  
- o equity interest in the home
  
- o residing in the home for at least one or two years on a continuous basis, and
  
- o lawfully residing.

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TN No. 95-012 Approval Date 11-9-95 Effective Date 7-1-95  
Supersedes \_\_\_\_\_  
TN No. \_\_\_\_\_

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State/Territory: IDAHO

4. The State defines undue hardship as follows:

See Addendum, Attached

5. The following standards and procedures are used by the State for waiving estate recoveries when recovery would cause an undue hardship, and when recovery is not cost-effective:

See Addendum, Attached

6. The State defines cost-effective as follows (include methodology/thresholds used to determine cost-effectiveness):

See Addendum, Attached

7. The State uses the following collection procedures (include specific elements contained in the advance notice requirement, the method for applying for a waiver, hearing and appeals procedures, and time frames involved):

See Addendum, Attached

ADDENDUM TO ATTACHMENT 4.17-A, PAGE 1

1. The State uses the following process for determining that an institutionalized individual cannot reasonably be expected to be discharged from the medical institution and return home:

An expectation or plan that the recipient will return home with the support of Home and Community Based Services shall not, in and of itself, justify a decision that he is reasonably expected to be discharged to return home. The following factors shall be considered when making the determination of permanent institutionalization:

- The recipient must meet the criteria for Nursing Facility (NF) or Intermediate Care Facility for the Mentally Retarded (ICF/MR) level of care and services; and
  - The recipient's medical records from the facility shall be reviewed to determine if the recipient's condition is expected to improve to the extent that he will not require NF or ICF/MR level of care; and
  - Where the prognosis indicated in the medical records is uncertain or inconclusive, the Department may request additional medical information, or may delay the determination until the next utilization control review or annual Inspection of Care review, as appropriate.
2. The following criteria are used for establishing that a permanently institutionalized individual's son or daughter provided care as specified under regulations at 42 CFR §433.36(f):

The son or daughter must establish, by a preponderance of the evidence presented to the Department, that he provided necessary care to the recipient, and the care he provided allowed the recipient to remain at home rather than in a medical institution.

3. The State defines the terms below as follows:
  - **Estate:** All real and personal property, annuities, and other assets including those in which the recipient had any legal or beneficial title or interest at the time of death, to the extent of such interest, including such assets conveyed to a survivor, heir, or assignee of the deceased recipient through joint tenancy, tenancy in common, survivorship, life estate, living trust, or other arrangement.

TN#: 01-006 Approval Date: 7-13-01

Supersedes TN: 95-012 Effective Date: 4/1/01

ADDENDUM TO ATTACHMENT 4.17-A, PAGE 2

- **Individual's Home:** The dwelling in which the recipient has an ownership interest, and which the recipient occupied as his primary dwelling prior to, or subsequent to, his admission to a medical institution.
- **Equity Interest in the Home:** Any equity interest in real property recognized under Idaho law.
- **Residing in the home for at least one or two years on a continuous basis:** Occupying the home as the primary dwelling and continuing to occupy such dwelling as the primary residence.
- **Lawfully Residing:** Residing in a manor not contrary to or forbidden by law, and with the recipient's knowledge and consent.

4. The State Defines undue hardship as follows:

Undue hardship is defined as condition(s) that justify waiver of all or a part of the Department's claim against an estate. The purpose of the undue hardship waiver is to avoid the impoverishment of the deceased recipient's family due to the Department exercising its estate recovery right.

5. The following standards and procedures are used by the State for waiving estate recoveries when recovery would cause an undue hardship, and when recovery is not cost-effective:

An applicant for an undue hardship waiver must have a beneficial interest in the estate and must apply for the waiver within ninety (90) days of the death of the recipient or within thirty (30) days of receiving notice of the Department's claim whichever is later. The filing of a claim by the Department in a probate proceeding shall constitute notice to all heirs.

Undue hardship waivers shall be considered in the following circumstances:

- The estate subject to recovery is the sole income-producing asset of the survivors where such income is limited; or
- Payment of the Department's claim would cause heirs of the deceased recipient to be eligible for public assistance; or
- The Department's claim is less than five hundred dollars (\$500) or the total assets of the entire estate are less than five hundred dollars (\$500), excluding trust accounts or other bank accounts; or

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Supersedes TN: 95-012 Effective Date: 4/1/01

ADDENDUM TO ATTACHMENT 4.17-A, PAGE 3

- The recipient received medical assistance (MA) as a result of a crime committed against the recipient.

Any beneficiary of the estate of a deceased recipient may apply for waiver of the estate recovery claim based on undue hardship. Any claim may be waived by the Department, partially or fully, because of undue hardship. An undue hardship does not exist if action taken by the recipient prior to his death, or by his legal representative, divested or diverted assets from the estate. The Department shall grant undue hardship waivers on a case by case basis upon review of all facts and circumstances, including any action taken to diminish assets available for estate recovery or to circumvent estate recovery.

6. The State defines cost-effective as follows (include methodology/thresholds used to determine cost-effectiveness):

Recovery shall be considered cost-effective when the Department's claim is five hundred dollars (\$500) or more, or when the total assets subject to recovery are five hundred dollars (\$500) or more, excluding trust accounts or other bank accounts.

7. The State uses the following collection procedures (include specific elements contained in the advance notice requirement, the method for applying for a waiver, hearing and appeals procedures, and time frames involved):

Recovery on a Lien Imposed during the Lifetime of the Recipient:

- Recovery shall be made on the lien from the recipient's estate, or at any time upon the sale of the property subject to the lien, but only after the death of the recipient's surviving spouse, if any, and only at a time when:
- The recipient has no surviving child who is under age twenty-one (21);
- The recipient has no surviving child of any age who is blind or disabled as defined in 42 U.S.C. 1382c as amended; and
- In the case of a lien on the recipient's home, when none of the following is lawfully residing in such home who has lawfully resided in the home on a continuous basis since the date of the recipient's admission to the medical institution:

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Supersedes TN: 95-012 Effective Date: 4/1/01

ADDENDUM TO ATTACHMENT 4.17-A, PAGE 4

- A sibling of the recipient, who was residing in the recipient's home for a period of at least one (1) year immediately before the date of the recipient's admission to the medical institution; or
- A son or daughter of the recipient, who was residing in the recipient's home for a period of at least two (2) years immediately before the date of the recipient's admission to the medical institution, and who establishes by a preponderance of the evidence that he provided necessary care to the recipient, and the care he provided allowed the recipient to remain at home rather than in a medical institution.

Recovery Upon Sale of Property Subject to a Lien Imposed During the Lifetime of the Recipient:

Should the property upon which a lien is imposed be sold prior to the recipient's death, the Department shall seek recovery of all MA paid on behalf of the recipient, subject to the restrictions listed above. Recovery of the MA paid on behalf of the recipient from the proceeds from the sale of the property does not preclude the Department from recovering additional MA paid from the recipient's estate.

Recovery of Medical Assistance Paid:

The Department is required to recover the following:

- The costs of all MA correctly paid on or after July 1, 1995, on behalf of the recipient who was permanently institutionalized; and
- The costs of MA correctly paid on behalf of a recipient who received MA at age fifty-five (55) or older on or after July 1, 1994; and
- The costs of MA correctly paid on behalf of a recipient who received MA at age sixty-five (65) or older on or after July 1, 1988.

Recovery from the Estate of Spouse:

If the deceased recipient has a surviving spouse, recovery shall be delayed. Recovery will then be made from the spouse's estate after both spouses are deceased. A claim against the estate of a surviving spouse of a predeceased recipient is limited to the value of the assets of the estate that were community property, or the deceased recipient's share of the separate property, and jointly owned property.

TN#: 01-006 Approval Date: 7-13-01

Supersedes TN: 95-012 Effective Date: 4/1/01

Advance Notice of the Estate Claim:

The Department shall notify the recipient's authorized representative of the amount of the estate claim after the death of the recipient, or after the death of the surviving spouse. The notice shall include instructions for applying for an undue hardship waiver within ninety (90) days of the death of the recipient or within thirty (30) days of receiving notice of the Department's claim, whichever is later.

Method for Applying for Undue Hardship Waiver:

The request for an undue hardship waiver must be in writing, and must be directed to the Department of Health and Welfare, Estate Recovery Unit, P.O. Box 83720, Boise, Idaho 83720-0036.

Hearing and Appeal Procedures:

The Department's notice of the estate claim shall contain instructions for applying for a fair hearing within thirty (30) days of the date on the notice. Hearings shall be governed by the fair hearing provisions in "Rules ---Governing Contested Case Proceedings and Declaratory Rulings." The request for a fair hearing must be in writing, and must be directed to the Department of Health and Welfare, Estate Recovery Unit, P.O. Box 83720, Boise, Idaho 83720-0036.

TN#: 01-006 Approval Date: 7-13-01

Supercedes TN: 95-012 Effective Date: 4/1/01

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: IDAHO

A. The following charges are imposed on the categorically needy for services other than those provided under section 1905(a)(1) through (5) and (7) of the Act:

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| Service | Type Charge |        |        | Amount and Basis for Determination |
|---------|-------------|--------|--------|------------------------------------|
|         | Deduct.     | Coins. | Copay. |                                    |

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TN No. 85-10  
Supersedes  
TN No. 83-5

Approval Date 11-18-85

Effective Date 10-1-85

HCFA ID: 0053C/0061E

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: IDAHO

- B. The method used to collect cost sharing charges for categorically needy individuals:
- Providers are responsible for collecting the cost sharing charges from individuals.
  - The agency reimburses providers the full Medicaid rate for a services and collects the cost sharing charges from individuals.
- C. The basis for determining whether an individual is unable to pay the charge, and the means by which such an individual is identified to providers, is described below:

TN No. 85-10  
Supersedes  
TN No. 83-5

Approval Date 11-18-85

Effective Date 10-1-85

HCFA ID: 0053C/0061E

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: IDAHO

D. The procedures for implementing and enforcing the exclusions from cost sharing contained in 42 CFR 447.53(b) are described below:

E. Cumulative maximums on charges:

State policy does not provide for cumulative maximums.

Cumulative maximums have been established as described below:

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TN No. 85-10  
Supersedes

Approval Date 11-18-85 Effective 10-1-85  
Date \_\_\_\_\_

TN No. 83-5

HCFA ID: 0053C/0061E

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: IDAHO

A. The following charges are imposed on the medically needy for services:

| Service | Type of Charge |        |        | Amount and Basis for Determination |
|---------|----------------|--------|--------|------------------------------------|
|         | Deduct.        | Coins. | Copay. |                                    |
|         |                |        |        |                                    |

TN No. 85-10  
Supersedes  
TN No. \_\_\_\_\_

Approval Date 11-18-85

Effective Date 10-1-85

HCFA ID: 0053C/0061E

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: IDAHO

B. The method used to collect cost sharing charges for medically needy individuals:

Providers are responsible for collecting the cost sharing charges from individuals.

The agency reimburses providers the full Medicaid rate for services and collects the cost sharing charges from individuals.

C. The basis for determining whether an individual is unable to pay the charge, and the means by which such an individual is identified to providers, is described below:

TN No. 85-10  
Supersedes  
TN No. \_\_\_\_\_

Approval Date 11-18-85

Effective Date 10-1-85

HCFA ID: 0053C/0061E

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: IDAHO

D. The procedures for implementing and enforcing the exclusions from cost sharing contained in 42 CFR 447.53(b) are described below:

E. Cumulative maximums on charges:

State policy does not provide for cumulative maximums.

Cumulative maximums have been established as described below:

TN No. 85-10  
Supersedes  
TN No. \_\_\_\_\_

Approval Date 11-18-85

Effective Date 10-1-85

HCFA ID: 0053C/0061E

Revision: HCFA-PM-91-4 (BPD)  
AUGUST 1991

ATTACHMENT 4.18-D  
Page 1  
OMB No.: 0938-

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT  
State/Territory: IDAHO

Premiums Imposed on Low Income Pregnant Women and Infants

- A. The following method is used to determine the monthly premium imposed on optional categorically needy pregnant women and infants covered under section 1902(a)(10)(A)(ii)(IX)(A) and (B) of the Act:
- B. A description of the billing method used is as follows (include due date for premium payment, notification of the consequences of nonpayment, and notice of procedures for requesting waiver of premium payment):

\*Description provided on attachment.

TN No. 91-19  
Supersedes \_\_\_\_\_ Approval Date 1-21-92 Effective Date 10-1-91  
TN No. \_\_\_\_\_

HCFA ID: 7986E

Revision: HCFA-PM-91- 4 (BPD)  
AUGUST 1991

ATTACHMENT 4.18-D  
Page 2  
OMB No.: 0938-

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State/Territory: IDAHO

C. State or local funds under other programs are used to pay for premiums:

Yes

No

D. The criteria used for determining whether the agency will waive payment of a premium because it would cause an undue hardship on an individual are described below:

\*Description provided on attachment.

TN No. 91-19  
Supersedes \_\_\_\_\_ Approval Date 1-21-92 Effective Date 10-1-91  
TN No. \_\_\_\_\_

HCFA ID: 7986E

Revision: HCFA-PM-91-4 (BPD)  
AUGUST 1991

ATTACHMENT 4.18-E  
Page 1  
OMB No.: 0938-

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State/Territory: IDAHO

Optional Sliding Scale Premiums Imposed on  
Qualified Disabled and Working Individuals

- A. The following method is used to determine the monthly premium imposed on qualified disabled and working individuals covered under section 1902(a)(10)(E)(ii) of the Act:
- B. A description of the billing method used is as follows (include due date for premium payment, notification of the consequences of nonpayment, and notice of procedures for requesting waiver of premium payment):

\*Description provided on attachment.

TN No. 91-19  
Supersedes \_\_\_\_\_ Approval Date 1-21-92 Effective Date 10-1-91  
TN No. \_\_\_\_\_ ~~7-1-91~~

HCFA ID: 7986E

Revision: HCFA-PM-91-4 (BPD)  
AUGUST 1991

ATTACHMENT 4.18-E  
Page 2  
OMB No.:0938-

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State/Territory: IDAHO

C. State or local funds under other programs are used to pay for premiums:

Yes  No

D. The criteria used for determining whether the agency will waive payment of a premium because it would cause an undue hardship on an individual are described below:

\*Description provided on attachment.

TN No. 9119  
Supersedes \_\_\_\_\_ Approval Date 1-21-92 Effective Date 10-1-91  
TN No. \_\_\_\_\_

HCFA ID: 7986E