

DEPARTMENTAL MEMORANDUM

MAD-MR: 17-06

DATE: 2/24/2017

**TO: MEDICAL ASSISTANCE DIVISION STAFF AND PROVIDERS OF THE
BRAIN INJURY SERVICES FUND**

FROM: *NHL* NANCY SMITH-LESLIE, DIRECTOR, MEDICAL ASSISTANCE DIVISION

**THROUGH: *SPB* SHARI ROANHORSE-AGUILAR, BUREAU CHIEF, EXEMPT SERVICES
AND PROGRAMS BUREAU**

BY: LINDA GILLET, BRAIN INJURY PROGRAM/ESPB *LG*

SUBJECT: BISF Service Coordination Intake Packet, MAD 617 Issued 2-24-2017

GENERAL INFORMATION

This form is for use by the Contracted Service Coordination Agencies of the Brain Injury Services Fund for the purpose of completing the intake for approved applicants and receiving signatures on included forms.

FILING INSTRUCTIONS

Please make the following changes to the MAD forms manuals:

INSERT MAD 617 Issued 2-24-2017

Please address any questions concerning these guidelines to Lindab.gillet@state.nm.us or call (505) 827-7218.

Attachment: MAD 617 Issued 2-24-2017 BISF Service Coordination Intake Packet

NM Brain Injury Services Fund Program



Service Coordination Intake Packet



New Mexico Human Services Department – Medical Assistance Division
Brain Injury Services Fund (BISF) Service Coordination Intake Packet
Form Instructions

PURPOSE:

The forms in this packet are for use by contracted Service Coordinators of the Brain Injury Services Fund (BISF) Program and are to be completed with BISF applicants and participants upon a) initial approval, b) approved continuation of services beyond one service year, and c) reactivation of services following any period of service inactivation. Service Coordinators will review the Program Description and require that approved participants sign and date each form. Services can only be initiated for participants who have signed the required forms. The forms include the “Participant Acknowledgement of Understanding”, “Participant Rights and Responsibilities”, “Release of Liability” and “Participant’s Grievance and Appeal Rights”.

INSTRUCTIONS:

1. The Service Coordinator will review pages 3 - 6 with the participant upon a) initial approval, b) approved continuation of services beyond one service year, and c) reactivation of services following any period of service inactivation, with the purpose of understanding how the BISF Program works as well as any limitations upon services.
2. The Service Coordinator will review with the participant each of the forms on pages 7 - 11 and ensure that the participant signs and dates each form. These include
 - Page 7, “Participant Acknowledgement of Understanding”
 - Page 9, “Participant Rights and Responsibilities”
 - Page 10, “Release of Liability”
 - Page 11, “Participant’s Grievance and Appeal Rights”.
3. Following signature, the Service Coordinator may proceed with needed assessments, development of the Independent Living Plan (ILP), and referrals for services assessed as a need.

ROUTING:

All forms are to be retained in the participant’s file

FORM RETENTION:

Permanent

NEW MEXICO BRAIN INJURY SERVICES FUND PROGRAM



Short-Term Brain Injury Services

WHAT IS THE NM BRAIN INJURY SERVICES FUND PROGRAM?

NM BRAIN INJURY SERVICES FUND PROGRAM DESCRIPTION

The New Mexico Brain Injury Services Fund (BISF) Program, also known as The Brain Injury Program, provides short-term services to eligible residents of New Mexico, who have a confirmed diagnosis of Brain Injury and a crisis need related to their Brain Injury. The goal of the program is to link participants to long-term supports and/or assist in resolving Brain Injury-related crisis needs, so they can live independently in their homes and communities. In 1997, a law was passed that requires that a \$5.00 fee be added to each traffic ticket to pay for this program. The Human Services Department (HSD) administers the BISF Program and contracts with provider agencies to deliver program services regionally throughout the state.

THE DEFINITION OF BRAIN INJURY

Brain Injury refers to an injury to the brain of “traumatic” or “other acquired” origin. A Traumatic Brain Injury (TBI) is acquired as a result of a blow to the head, caused by an outside physical force; such injury results in either an open or closed head injury and causes disruption in the normal functioning of the brain. Acquired Brain Injury (ABI), as defined by the Brain Injury Association of America, is an injury to the brain, which is not hereditary, congenital, degenerative, or induced by birth trauma. Such injuries are those that have occurred after birth and include TBI; Shaken Baby Syndrome; anoxia; electrical shock; brain infection; brain tumor; cerebro-vascular issues, such as stroke or aneurysm; near-drowning; and exposure to toxic or chemical substances, excluding injury caused by habitual substance abuse. Regardless of the cause of injury, a person with a Brain Injury may not be able to think clearly or remember as well as he/she did before being injured. A Brain Injury may also affect a person's physical functioning, emotions, and behaviors.

WHO QUALIFIES FOR THE BRAIN INJURY PROGRAM?

Residents of New Mexico, with

- A confirmed diagnosis of Brain Injury;
- Some form of crisis, related to their brain injury; and
- No other resources to resolve their crisis or pay for needed services.

PAYER OF LAST RESORT

The Brain Injury Services Fund (BISF) Program is always the **PAYER OF LAST RESORT**. Program funds are only available to those who have no other way to pay for Brain Injury services. Services are intended to help individuals live more independently in their homes and communities. The program covers only the services that cannot be paid for by other resources. In addition, it provides **ONLY THE SERVICES SPECIFICALLY NEEDED DUE TO AN INDIVIDUAL'S BRAIN INJURY**. The program can pay for services identified through the assessment process for a short time, until a person qualifies for full Medicaid, insurance coverage through private insurance, the Health Insurance Exchange, or upon identifying other payer sources to cover care needs.

NOT AN ENTITLEMENT PROGRAM

The Brain Injury Program is ***NOT AN ENTITLEMENT*** program. This means that everyone who has a Brain Injury may or may not qualify for services or receive services at a level they might request. A BISF Service Coordinator determines an individual's eligibility. Following assessment, the Service Coordinator decides which services the individual needs, until the crisis issue is resolved. Due to regional funding limitations, the Service Coordinator will also determine the number and frequency of services an individual may qualify to receive.

LIMITED FUNDING

The lifetime maximum assistance a person may receive for combined services through the BISF Program is limited to a total of \$75,000; maximum assistance in any given year is limited to a total of \$25,000. Only a few participants qualify to receive the maximum level of assistance. A person may qualify to receive more than one service or may not qualify to receive any services. Every case is different.

PROGRAM SERVICES COST TO PARTICIPANT

There is no direct cost to the participant for any of the services the Brain Injury Program offers.

SERVICES ARE DETERMINED BY INITIAL ASSESSMENT AND DEVELOPMENT OF AN INDEPENDENT LIVING PLAN (ILP)

The BISF Program is a short-term program, which provides assistance to eligible individuals, who have an identified crisis need. The applicant's Service Coordinator will determine eligibility to receive services. Based on the assessment, the assigned Service Coordinator will determine the need, type and frequency of services. All identified crisis needs, which are within the scope of program service, are to be written into the participant's Independent Living Plan (ILP). The ILP must also include a transition or discharge plan; it will note the goals met as well as any declined services. The ILP is signed by the participant and the Service Coordinator.

REQUIREMENT FOR REGULAR REASSESSMENT

The Program is designed to assist in resolving the identified crisis need(s), so that the participant can live with greater independence. In order to determine whether a participant is still in need of assistance, the Service Coordinator is required to conduct a re-assessment every 90 days, for up to one (1) consecutive calendar year if continued services are justified. Each 90 day assessment will result in a new ILP, as participant goals are met. In order to be reauthorized for continuing service, the reassessment must indicate that a continued, urgent unfilled need, related to the Brain Injury, still exists. Each BISF Program participant is expected to participate and work toward greater independence, by working on the goals and objectives outlined in his/her ILP. If Service Coordination, Life Skills Coaching and/or Crisis Interim Services related to the Brain Injury are identified as a need beyond one (1) consecutive year, it is the responsibility of the Service Coordinator to submit to HSD a written exception request and justification for continuing services. Written approval for service extensions beyond one year must be obtained by the Service Coordinator from HSD. Although the BISF Program strives to meet as many of the Brain Injury-related crisis needs of program participants as warranted, funding may not be available for all services and/or goods, which were identified as a need through the assessment process, or for those requested by the participant. In addition, services may not be renewed if the individual is not implementing recommendations that would be most helpful in resolving crisis needs or promoting recovery to maximize his/her independence.

BRAIN INJURY UNIQUE SERVICES

The BISF Program will only pay for services that are necessary because of an individual's Brain Injury. **The BISF Program offers three services: Service Coordination, Independence Coach/ Life Skills Coaching, and Crisis Interim Services.** All are intended to help a person manage his or her own life. Initial access to all BISF services can only be obtained through the BISF Service Coordination agency in the region where the participant lives.

SERVICE COORDINATION is responsible for:

- Determining an individual's eligibility to receive services from the BISF Program, including obtaining a confirmed diagnosis of Brain Injury through a qualifying ICD-10 Code. *No individual is eligible to receive services without an ICD-10 Code assigned by a licensed physician, other approved medical professional, or psychologist.*
- Identifying programs that meet a person's needs and helping the person get services from other programs, if the person is not able to do that for him/herself.
- Regular face-to-face meetings with a participant, usually monthly.
- Creating and coordinating a BISF Independent Living Plan (ILP) that includes goals, objectives, measurable outcomes, time frames, resources, equipment needs, service and medical referrals, estimates of costs, and discharge or transfer planning, as applicable.

LIFE SKILLS COACHING (LSC)/INDEPENDENCE COACH services are coaching services, geared to uniquely assist a participant to live as independently as possible. Coaching is set up to fit the individual's assessed needs. Coaching may include:

- Household management;
- Nutrition, food shopping, and meal preparation;
- How to take care of personal grooming and hygiene;
- Health maintenance skills and the use of assistive devices;
- How to access and use public transportation;
- Awareness of, and how to access community resources;
- Money, time and/or anger management;
- Memory prompting;
- Safety in the home, the community, and on the job; and/or
- Other areas such as social, recreational and thought processing skills.

LSC services are limited to those needs identified as necessary by the contracted provider through an assessment process. A plan for LSC services must be written into the participant's ILP. LSC services may be offered up to 4 hours /day, 5 days /week. The contracted provider will conduct an assessment to decide how often and how long the services will be needed.

CRISIS INTERIM SERVICES (CIS) may be provided to assist a participant with a Brain Injury with **IMMINENT RISK** to his or her **HEALTH** and **SAFETY** for a short period of time. As payer of last resort, CIS may be provided only after all other resources have been exhausted. CIS are intended to only fill needs during a crisis interim period of 90 days; however, service periods may be less than 90 days, or they may last longer. Individual coverage is determined through initial assessment and may or may not indicate a need to receive CIS. Reassessment to continue CIS must indicate that a continued, urgent unfilled need related to the Brain Injury still exists. Need for services or equipment must be documented and included in a participant's written Service Coordination ILP before CIS can be provided. The BISF Program will make every effort to provide an approved service/good. However, the provision of any service is never guaranteed and is contingent upon a number of factors, such as eligibility, current levels

of funding, geographical limitations, availability of providers, or other unforeseen circumstances. Services are limited to:

- **Special Equipment (which cannot be paid for by any other program)** -- The equipment must be necessary because of the participant's Brain Injury. A Physician's Order is usually required.
- **Assistive Technology Assessment Services**--A Physician's Order and assessment is usually required.
- **Initial and/or Emergency Housing Costs**—Once in a lifetime assistance may include first month's or emergency rent, security deposit and utility start-of-services fees. Housing costs are only provided to assure that an individual's health and safety are not at imminent risk; they are not provided solely as a convenience to the individual, due to dissatisfaction with a current residence. Participants requesting housing assistance must be able to show that they will be able to continue to pay rent and utilities after the startup or emergency costs have been provided. Before initial or emergency housing costs can be provided, a detailed housing plan and budget must be submitted along with the participant's Service Coordination ILP. A Physician's Order may be required.
- **Environmental Modifications**—Modification to make an individual's home more accessible can only be made because of conditions directly related to a person's Brain Injury. Funds cannot be used to purchase or remodel a home; move a mobile home; add new structures to a property; or construct utilities or pipelines to a property. Contractor bids are required; a Physician's Order and therapy assessment may be required to access this service.
- **Retrofit Automobile**-- Modification to make an individual's vehicle more accessible due to physical limitations and can only be made because of conditions directly related to a person's Brain Injury. Funds cannot be used to purchase or repair an automobile. The automobile that is being considered for retrofitting must be in a good working order and be mechanically safe. A Physician's Order, therapy assessment, driver evaluation and contractor bids are required.
- **Home Health Aide, Homemaker or Companion**—May include home health aides, homemakers and companions not covered by another source. The BISF Program cannot duplicate services that are already being provided by another resource. A Physician's Order is required for services provided by health professionals that work under a State license and may also be required for Home Health Aides.
- **Nursing Care**—Limited private duty nursing may be covered, if it is identified as a need and is not covered by another source. A Physician's Order is required.
- **Transportation**—Round trip transportation costs may be covered to the location where Brain Injury-related medical and therapy care is given to the individual with the Brain Injury.
- **Respite Care**--Respite coverage may be paid to allow a participant's primary unpaid caregiver a brief break from giving 24-hour care.
- **Therapies**--Therapy services, such as mental health/behavioral, occupational, physical, speech, and limited alternative therapies, including acupuncture, chiropractic, and massage, which are not paid for by another source, may be covered. A Physician's Order is required.
- **Prescription Medications**--The program may cover prescription medications **specifically needed because of the Brain Injury**, which are not covered by another source. Prescription documentation originating through a verified medical provider treating the person with brain injury is always required.
- **Co-pays for Physician Services**---Requires a Treatment Verification form from the licensed medical provider.
- **Other Brain Injury-Specific Services**, in accordance with the BISF regulations, and if pre-approved by the Human Services Department.

Availability of the above listed services through insurance and other payer sources must first be determined. An individual with a Brain Injury may or may not be eligible to receive all of the services listed.

NEW MEXICO BRAIN INJURY SERVICES FUND PROGRAM



Short-Term Brain Injury Services

Participant Acknowledgement of Understanding

I have read or have had read to me the four (4) page document entitled “**WHAT IS THE NM BRAIN INJURY SERVICES FUND (BISF) PROGRAM? WILL I QUALIFY?**” I have had all of my questions regarding the BISF Program requirements answered by my Service Coordinator. By signing this document, I acknowledge the following:

- I understand how the BISF Program works and what it can and cannot provide.
- I understand that the BISF Program is a short-term crisis interim program, designed to meet the brain injury-related crisis needs of eligible individuals, as funding or availability of services allows.
- I understand, as a Program participant, I may be eligible for services identified as a need, based upon an objective Service Coordination assessment.
- If approved for services, I will initially receive services, based upon my Independent Living Plan, for up to a 90-day period of time.
- I understand that all identified crisis needs, related to my Brain Injury, which are within the scope of program service, must be included in my Independent Living Plan (ILP), which is signed by me and my Service Coordinator. My ILP must also include a discharge or transition plan.
- I understand that if I refuse any service components that are recommended by my Service Coordinator to improve my recovery or assist me to greater independence, my Service Coordinator will still include the refused service or good in my ILP with a notation that the service or good was refused. I understand that such refusal will be factored in to any decisions made through the grievance or appeal process or any decision to continue services.
- At the end of the initial 90-day period, the Service Coordinator will conduct a reassessment to determine if my identified crisis needs have been resolved, or if authorization beyond the 90-day period is warranted.
- I understand that reauthorization, with written justification and program approval, can be made for 90-day periods of time, for up to one (1) consecutive calendar year from the date of initial service.
- I understand that I can obtain a copy of the BISF Program regulations from the HSD website: <http://www.hsd.state.nm.us/LookingForInformation/services-fund-program.aspx>. Program information is under “Brain Injury Program”. I can also request a copy of the regulations from my Service Coordinator. Each participant is encouraged to review the program regulations for a full understanding of the program processes and procedures.

By signing below, I, or my legal guardian, acknowledge that we have been informed about and understand the information reviewed with the Service Coordinator.

Printed Name of Participant

Signature of Participant, Parent, or Legal Guardian

Date

Signature of Service Coordinator

Date

NEW MEXICO BRAIN INJURY SERVICES FUND PROGRAM



Short-Term Brain Injury Services Participant Rights and Responsibilities

All persons with Brain Injury have the same legal rights guaranteed to all other individuals under the United States Constitution, New Mexico State Constitution, and Federal and State laws.

The Participant has a Right to...

1. Access services that are available, regardless of race, religion, color, national origin, gender, age, handicap, marital status, or sexual orientation.
2. Be treated with consideration, respect, compassion, and full recognition of personal dignity and individuality, including the right to privacy in addressing personal needs.
3. Be free from verbal, physical, sexual, emotional/psychological, or financial abuse or exploitation and exploitation of his/her personal property.
4. Communicate in his/her native language with other individuals or provider employees for the purpose of acquiring or providing any type of information, treatment, care, services, etc.
5. Confidentiality of records, communications and personal information.
6. Be fully informed of service provider agency policies and changes in services.
7. Participate fully in planning and implementing the Independent Living Plan (ILP).
8. Be fully informed, prior to implementation of the Independent Living Plan (ILP) of specific service components to be provided by providers.
9. Refuse service components and be informed of possible consequences of this action, up to and including termination of services.
10. Reasonable continuity of care and service.
11. Review and/or make copies of his/her service records.
12. Convey grievances, suggest changes and communicate confidentially, without consequence, fear of disruption of service, fear of reprisal, or fear of discrimination.
13. Choose and/or change vendor provider agencies, in the event that program choice is available.

The Participant has a responsibility to...

1. Follow Brain Injury Service Fund Program regulations and other required processes.

2. Participate in the development/implementation and review of all Independent Living Plans (ILPs), and retain signed current copies of the ILP.
3. Actively participate in the BISF Program, by working on the goals and objectives outlined in his/her ILP.
4. Comply with the Independent Living Plan (ILP).
5. Actively participate in the recovery process to increase independence.
6. Treat service provider employees with dignity, respect and consideration. Service provider employees have the right to be free from verbal, physical, sexual and psychological abuse. This responsibility is also extended to include subcontracted providers paid through the Brain Injury Services Fund.
7. Consider the rights of the caregiver/providers, including their right to a safe and hospitable working environment.
8. Maintain routine communication with service providers.
9. Notify the service provider of changes in status including medical, financial, personal, or living arrangements.
10. Notify the service provider of any Brain Injury-related medical changes or if re-injury occurs.
11. Notify the service provider of changes in treatment and medications, as they pertain to the Brain Injury.
12. Notify the service provider of non-delivery of scheduled services as soon as possible.
13. Notify the service provider, if there is to be a cancelation of an appointment with that provider, no less than 24 hours before the set appointment. Failure to do so may result in the provider billing for 1 hour of time.
14. Notify the service provider, if there are any concerns regarding abuse, neglect and exploitation.
15. Make grievances known to the service provider in a timely manner.

I have read or had read to me the *PARTICIPANT RIGHTS AND RESPONSIBILITIES*. I understand and agree to my rights and responsibilities, as a BISF Program participant. I have been informed of the consequences of noncompliance, including inactivation of services.

Printed Name of Participant _____

Signature of Participant, Parent, or Legal Guardian

Date

Signature of Service Coordinator

Date

NEW MEXICO BRAIN INJURY SERVICES FUND PROGRAM



Release of Liability

Participant's Printed Name _____

Social Security Number of Person Applying _____ - _____ - _____

In consideration of the Brain Injury Services to be provided to me pursuant to NM Statute §27-1-16 by the New Mexico Human Services Department and contracted providers of service coordination, life skills coaching, and crisis interim services, I, (print name) _____, do hereby release the New Mexico Human Services Department as well as those entities contracted to provide Brain Injury Services from any liability whatsoever now existing or arising in the future, in connection with services or efforts that are or have been made on my behalf.

Further, I agree to hold harmless the New Mexico Human Services Department as well as those entities directly contracted by the New Mexico Human Services Department to provide Brain Injury Services from any and all claims, which may be made as a result of Brain injury Services provided pursuant to NM Statute §27-1-16 and efforts rendered on my behalf.

I intend this agreement to be binding upon my executors, administrators, heirs, devisees, assigns, and personal representatives.

Signature of Participant

_____/_____/_____
Date

Signature of Parent or Legal Guardian
(Required if applicant is under 18 years of age
or has a court appointed legal guardian.)

_____/_____/_____
Date

NEW MEXICO BRAIN INJURY SERVICES FUND PROGRAM



Short-Term Brain Injury Services
Participants' Grievance and Appeal Rights

- 1. If you have a Grievance, related to the provision of your Brain Injury Services Fund (BISF) services, please be certain to follow the Grievance Procedure provided and explained to you by the provider agency during intake.
2. If you are dissatisfied with the outcome of a filed written formal Grievance, which you have submitted to the provider agency, you may file a written Appeal with the Brain Injury Program Manager at New Mexico's Human Services Department's (HSD) Medical Assistance Division.

Please send all documentation regarding your Appeal to the address below:

Linda Gillet, Ph.D.
Brain Injury Program Manager
Human Services Department
MAD/ESPB
2025 S. Pacheco
PO Box 2348
Santa Fe, NM 87504-2348

- 3. If you have questions about either the Grievance or Appeal process, you can discuss these with the Service Coordination Agency providing your BISF Program services.

By signing below, you acknowledge that you understand the above statements, regarding your Grievance and Appeals rights.

Participant's Printed Name

Signature of Participant, Parent, or Legal Guardian

Date

Service Coordinator's Signature

Date