

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF PUBLIC HEALTH
AND
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
2015-35-002**

The Illinois Department of Public Health (DPH) and the Illinois Department of Healthcare and Family Services (HFS), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) in connection with the administration of services related to the Maternal and Child Health (MCH) population. DPH and HFS are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

- 1.1 Background.** Pursuant to 42 USC 1396a(a)(11), a State plan for medical assistance must (A) provide for entering into cooperative agreements ("cooperative agreements" or "coordination agreements") with the State agencies responsible for administering or supervising the administration of health service and vocational rehabilitation services in the State looking toward maximum utilization of such services in the provision of medical assistance under the plan; (B), provide, to the extent prescribed by the Secretary of Health and Human Services, for entering into agreements, with any agency, institution, or organization receiving payments under (or through an allotment under) subchapter V of chapter 7, (i) providing for utilizing such agency, institution, or organization in furnishing care and services which are available under such subchapter or allotment and which are included in the State plan approved under section 1396a (ii) making such provision as may be appropriate for reimbursing such agency, institution, or organization for the cost of any such care and services furnished any individual for which payment would otherwise be made to the State with respect to the individual under section 1396b of this title, and (iii) providing for coordination of information and education on pediatric vaccinations and delivery of immunization services; and (C) provide for coordination of the operations under this subchapter, including the provision of information and education on pediatric vaccinations and the delivery of immunization services, with the State's operations under the special supplemental nutrition program for women, infants, and children under section 17 of the Child Nutrition Act of 1966 [42 USC 1786].

DPH is responsible for promoting the health of the people of Illinois through the prevention and control of disease and injury. HFS is the single State agency designated to administer the Illinois Medical Assistance Program. The MCH Services Block Grant authorized by Title V of the Social Security Act (SSA) and administered by DPH, and the Illinois Medical Assistance Program (Medicaid) authorized by Title XIX and Title XXI of the SSA, and State statute, and administered by HFS, both provide services related to the MCH population of Illinois. Federal regulations require Medicaid agencies to coordinate services with Title V programs, and enter into arrangements with State agencies responsible for administering health services and vocational rehabilitation services, as well as with Title V MCH grantees (See 42 USC § 705(a)(5)(F) and 42

USC § 1396a(a)(11)). Further, the Parties have complementary goals, and wish to collaborate for the purposes set forth below.

- 1.2 Purpose.** The Parties will partner and collaborate to improve the health status of low income women, infants, and children, including children and youth with special health care needs, by assuring the provision of preventive services, health examinations, necessary treatment, support and follow-up care allowed under the SSA and enumerated by the Parties in their respective state plans. By partnering, the Parties can enhance their abilities, maximize the utilization of care, increase effectiveness, and protect against the duplication of efforts and expenditures of resources, both financial and non-financial, thereby more efficiently allocating resources. Further, by working together, the Agencies can promote the continuity of care, share expertise, and achieve greater accountability. This document, inter alia, specifies the details regarding the Parties' partnership and collaboration.

ARTICLE II DUTIES AND RESPONSIBILITIES OF THE PARTIES

2.1 DPH Requirements.

2.1.1 Federal Requirements. Pursuant to 42 USC § 705(a)(5)(F), DPH shall:

- 2.1.1.1** Participate with HFS in the coordination of activities related to Medicaid's early and periodic screening, diagnostic, and treatment services for individuals who are Medicaid-eligible, including Title XIX and Title XXI, and those covered under state statute, and under the age of 21.
- 2.1.1.2** Participate in the arrangement and implementation of the coordination agreements that the Parties are required to enter into.
- 2.1.1.3** Participate in the coordination of activities within the State with programs carried out under the above-mentioned subchapter and related Federal grant programs, including supplemental food programs, if any, for mothers, infants, and children, related education programs, and other health, developmental disability, and family planning programs.
- 2.1.1.4** Provide directly, and through DPH providers and institutional contractors, for services to identify pregnant women and infants who are eligible for Medicaid, and assist them in applying for such assistance.

2.1.2 Other Requirements.

- 2.1.2.1** DPH shall maintain a toll-free MCH Hotline service exclusively to help parents obtain information about services under Title V and Title XIX, Title XXI, and those covered under state statute.
- 2.1.2.2** DPH shall ensure that providers rendering service have not been suspended, barred, or terminated from participation in Medicaid, Medicare, or any other federal health care program.

2.2 HFS Requirements.

- 2.2.1 Federal Requirements.** Pursuant to 42 USC § 1396a(a)(11) and 42 CFR § 431.615(d), and the CMS State Medicaid Manual, section 5230, HFS shall:

- 2.2.1.1 Abide by the requirements of 42 USC § 1396a(a)(11)
- 2.2.1.2 Abide by the requirements of 42 CFR § 431.615(d)
- 2.2.1.3 To the extent IDPH or its providers or institutional contractors provide and pay for Medicaid covered services to Medicaid beneficiaries and for which providers will not submit claims through HFS, HFS shall reimburse DPH or its providers or institutional contractors for the provision of said services, pursuant to the payment mechanism(s) set forth in this Agreement.

2.2.2 Other Requirements. HFS shall:

- 2.2.2.1 Provide notification to DPH of any pending Medicaid termination proceedings initiated by HFS against MCH providers participating in the services contemplated by this Agreement by way of the HFS Office of Inspector General Provider Sanctions List available at www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx.
- 2.2.2.2 Actively participate in the Title V MCH Advisory board established pursuant to federal rules.
- 2.2.2.3 Refer potential eligibles to DPH Title V programs via the HFS Helpline and other avenues.
- 2.2.2.4 Provide training of identified DPH staff to enable them to access relevant and appropriate MCH data in HFS' Enterprise Data Warehouse (EDW).
- 2.2.2.5 On an annual or biennial basis, provide DPH with data related to the Maternal and Child Health Services National Health Systems Capacity Indicators, National Performance Measures, and State Performance Measures. (See Attachment A for specifics)

2.3 Mutual Responsibilities. DPH and HFS, having mutual goals and objectives, shall:

- 2.3.1 Enhance early identification of individuals in need of MCH program services or Medicaid-covered services through cross-agency coordination and use of data analytics (pursuant to a Data Sharing Agreement among the Illinois Departments of Human Services, Public Health and Healthcare and Family Services (2013-IGA-043-FCS)).
- 2.3.2 Share plans for health services provided or arranged for beneficiaries by accessing the Parties' Informational Notices and Provider Notices available online.
- 2.3.3 Share departmental policies and procedures impacting health care provided to women and children.
- 2.3.4 On an annual basis, identify at least one issue related to maternal and child health or children with special health care needs for joint Agency focus.
- 2.3.5 Align performance and quality measures used by both Parties.
- 2.3.6 Consolidate and streamline legislative mandates, including PA 93-0536 (Perinatal Report), PA 94-407 (Prematurity Report), PA 94-407 (Illinois Family Case Management Act), and PA 97-0689 (The SMART Act), and coordinate efforts to improve birth outcomes.
- 2.3.7 Designate State and local liaison teams (Liaison Teams), including the DPH Director or his/her designee, the HFS Director or his/her designee, at least three (3) appointees each from DPH and HFS, and two (2) appointees with expertise related to children with special health care needs.
- 2.3.8 Liaison Teams shall meet on a quarterly basis in person, by teleconference, or by videoconference, to review current practices, determine the effectiveness of policies

affecting the cooperative work of the Parties, and plan for any changes necessary to this Agreement.

- 2.3.9 Designate one member of the Liaison Team as a Lead Liaison. The Lead Liaison shall be the primary point of regular interagency communication.
- 2.3.10 Review this Agreement at least bi-annually, and revise as necessary.

**ARTICLE III
EXPENDITURE OF FUNDS**

- 3.1 **DPH Billings for Services.** To the extent DPH or its providers or institutional contractors provide and pay for Medicaid covered services to Medicaid beneficiaries, and for which providers will not submit claims through HFS, DPH or its providers or institutional contractors shall submit claims for reimbursement in accordance with Medicaid rules, regulations, and policies. There are no anticipated Title V services for which DPH anticipates billing HFS at present, however, if expenditures necessitating DPH billing HFS are identified, the Parties may amend this Agreement.
- 3.2 **HFS Reimbursement of DPH Services.** To the extent DPH or its providers or institutional contractors provide and pay for Medicaid covered services to Medicaid beneficiaries, and for which providers will not submit claims through HFS, HFS shall reimburse DPH or its providers or institutional contractors pursuant to the Medicaid fee schedule or in accordance with other superseding Medicaid rules, regulations, and policies.

**ARTICLE IV
TERM**

- 4.1 **Term.** This Agreement shall commence on the date of execution by both Parties and shall continue until June 30, 2016, or as otherwise terminated as set forth herein.

**ARTICLE V
TERMINATION**

- 5.1 **Termination on Notice.** This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.
- 5.2 **Termination for Breach.** In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

**ARTICLE VI
MISCELLANEOUS**

- 6.1 **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

- 6.2 **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 6.3 **Applicable Law and Severability.** This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- 6.4 **Records Retention.** The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.
- 6.5 **No Personal Liability.** No member, official, director, employee or agent of DPH or HFS shall be individually or personally liable in connection with this Agreement.
- 6.6 **Assignment; Binding Effect.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DPH and HFS and their respective successors and permitted assigns.
- 6.7 **Precedence.** In the event there is a conflict between this Agreement and the exhibits hereto, if any, this Agreement shall control. In the event there is a conflict between this Agreement and relevant federal law(s), federal rule(s), statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 6.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.9 Notices. All written notices, requests and communications may be made by regular or electronic mail to the addresses set forth below.

To DPH: Brenda Jones, DHSc, RN, MSN, WHNP-BC
Deputy Director Office of Women's Health and Family Services
122 S. Michigan, 7th Floor
Chicago, IL 60603
Brenda.L.Jones@illinois.gov

To HFS: Division of Medical Programs, Bureau of Quality Management
Illinois Department of Healthcare and Family Services
201 South Grand Avenue East, 2nd Floor
Springfield, Illinois 62763

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated.

6.11 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

Attachment A

HFS Reports		Criteria
<p>Reports will be provided at the periodicity indicated by the measure specifications. HEDIS® measures will be provided annually for the measure year preceding the current year, e.g., CY2013 data reported for CY2014. This is consistent with the measure specifications and provides a sufficient run-out period to assure data are complete. Non-HEDIS® measures will be provided annually or biennially, as indicated.</p>		
Child Related Reports		Source:
Childhood Immunization Status		Business Objects Report
Well-Child Visits in the First 15 Months of Life	0 visits and 6 or more visits	Business Objects Report
Well-Child Visits	3 rd , 4 th , 5 th and 6 th years of life	Business Objects Report
Lead Screening in Children		Business Objects Report
Children and Adolescent Access to PCPs	12 – 24mos, 25mos to 6 yrs, 7 – 11 yrs, 12-19 yrs	Business Objects Report – also includes 12-19 years
EPSDT Screening	Health history, nutritional assessment, developmental screening, physical exams, growth measurement, hearing, vision, hematocrit or hemoglobin and other referrals documented	CMS-416
Adolescent Related Reports		
Adolescent Well-Care Visits		Business Objects Report – 12 through 20 years
Immunization for Adolescents (Combined Rate)		Business Objects Report
Adolescent Access to PCPs	12 to 19 yrs	See Child and Adolescent Access to PCP – this will be provided as one combined report for the ages indicated
Chlamydia Screening	16 to 20 yrs	Business Objects Report
Teen Births		HFS can run these data for Medicaid enrolled only.
Adult Related Reports		
Follow-up After Hospitalization for Mental Illness	Percent of Medicaid providers 21 and older that were hospitalized for selected mental health disorders –	Business Objects Report – Rates of Medicaid enrollees ages 21 to 64 and 65 and older who were hospitalized for treatment of selected mental illness diagnoses and who had an outpatient visit, intensive outpatient visit, or partial hospitalization with a mental health practitioner within 7 and 30 days after discharge for mental health.

Attachment A

Comprehensive Diabetes Care LDL-C Screening	Age 18 to 75 with type 1 and type 2 that had LDL screening	Business Objects Report – Also can provide by 18-64 years and 65 to 75 years
Comprehensive Diabetes Care Hemoglobin A1c Testing	Age 18 to 75 with type 1 and type 2 that had Hemoglobin A1c testing	Business Objects Report – Also can provide by 18-64 years and 65 to 75 years
Women Related Reports		
Percentage of Women Receiving Postpartum Care	Visit on or between 21 -56 days after delivery	Business Objects Report
Chlamydia Screening In Women	21 – 24 yrs Combined rates (16 – 24 yrs) had at least one screening during measurement year	Business Objects Report – Can be provided by 16-20 years, 21-24 years, and combined
Breast Cancer Screening	Women ages 50 to 74 that received a mammogram	Business Objects Report – Can provide 50-64, 65 to 74, and combined
Cervical Cancer Screening	Women ages 24 to 64 that received a Pap test	Business Objects Report
Frequency of Ongoing Prenatal Care	0-21%, 21-40%, 41-60% and 81 - 100% of visits	Business Objects Report – Frequency is by 0%-21%, 21%-40%, 41%-60%, 61%-80%, and ≥81% of visits
Perinatal Care Depression Screening	Prenatal only, Postpartum only and Both	0-21%, 21-40%, 41-60% and 81 -100% of visits
Timeliness of Prenatal Care	Visits in 1st trimester or within 42 days of enrollment	Business Objects Report
Elective Delivery	Elective vaginal or cesarean deliveries ≥37 and < 39 weeks	Business Objects Report
HFS Covered Medicaid Deliveries		
HFS Non-normal Births Prenatal Services in Level III Facility	By Non-Normal, LBW, VLBW, And Demise	Available biennially as part of Perinatal Report
Odds Ratio Of Adverse Birth Outcomes For HFS Women With Previous Births Based On Selected Risk Factors	To name a few factors, multiple births, eclampsia, previous low birth, diabetes, incompetent cervix, premature rupture membrane, polyhydrominosis, maternal age, hypertension, drug abuse, mental disorder, preterm, cardio....etc	Available as updated by HFS
Medicaid Births With Family Planning Services Within Six Months After Delivery	By Non-Normal, LBW, VLBW, And Demise	Available biennially as part of Perinatal Report