

INTRA-AGENCY AGREEMENT BETWEEN THE EARLY CHILDHOOD AND FAMILY SUPPORT DIVISION AND THE HEALTH RESOURCES DIVISION OF THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

1. **Parties.** The parties to this Intra-agency Agreement are the Early Childhood and Family Support Division (ECFSD) and the Health Resources Division (HRD). This Intra-agency Agreement concerns the relationship between Title V (Maternal and Child Health (MCH)), Title XIX (Medicaid), and Title XXI (Healthy Montana Kids) of the Social Security Act.
2. **Purpose.** The purpose of this Intra-agency Agreement is to:
 - A. Enable the Early Childhood and Family Support Division (ECFSD) and the Health Resources Division (HRD) of the Montana Department of Public Health and Human Services to carry out the mandate of cooperation contained in the related provisions of the federal statutes and regulations;
 - B. Formalize and strengthen the relationship between ECFSD and HRD in areas of mutual interest and concern;
 - C. Avoid duplication of effort;
 - D. Improve access to Title **XIX**, Title **XXI**, and Title V for eligible Medicaid members;
 - E. Enhance the quality of Medicaid and MCH services and to improve the health of pregnant women, mothers, infants, children and adolescents, and children with special health care needs;
 - F. Enhance program coordination and information exchange to the extent possible.
3. **Confidentiality.** All information which is made available to ECFSD for case management and dually eligible individuals shall be protected by ECFSD from unauthorized disclosure. ECFSD and HRD shall also follow the requirements of 42 CFR Part 431, Subpart F regarding confidentiality of information concerning eligible recipients of public assistance and will also follow all applicable Federal and State laws and administrative rules regarding confidentiality.
4. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. Review of this Agreement by both parties in a joint meeting must occur at least annually. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
5. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement, except for system changes required to provide data for the requesting party.

6. **Authority.** Federal laws and regulations mandate cooperation between the Montana Department of Public Health and Human Services Divisions responsible for the administration and/or supervision of both Title V and Title XIX of the Social Security Act (SSA). The following specific sections delineate the authority and intent of this Agreement:

A. Legislative.

- (i) Title XIX of the SSA [SSA §1902(a) A State plan for medical assistance must- (11)(A) provide for entering into cooperative arrangements with the State agencies responsible for administering or supervising the administration of health services 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, for entering into agreements, with any agency, institution, or organization receiving payments under (or through an allotment under) title V, (i) providing for utilizing such agency, institution, or organization in furnishing care and services which are available under such title or allotment and which are included in the State plan approved under this section (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 1903, and (iii) providing for coordination of information and education on pediatric vaccinations and delivery of immunization services provide for coordination of the operations under this title, 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.
- (ii) Title V of the SSA [§505(a)(5)(F)] (a) In order to be entitled to payments for allotments under section 502 for a fiscal year, a State must prepare and transmit to the Secretary an application (in a standardized form specified by the Secretary) that-(5) provides that-(F) the State agency (or agencies) administering the State's program under this title will participate in the coordination of activities between such programs and the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program under Section 1905(a)(4)(B) (including the establishment of periodicity and content standards for EPSDT services), to ensure that such programs are carried out without duplication of effort; (ii) participate in the arrangement and carrying out of coordination agreements described in section 1902(a)(1) (relating to coordination of care and services available under this title and title **XIX**); (iii) participate in the coordination of activities within the State with programs carried out under this title and related Federal grant programs (including supplemental food programs for mothers, infants, and children, related education programs, and other health, developmental disability, and family planning programs); and (iv) provide, directly and through their providers and institutional contractors, for services to identify pregnant women and infants who are eligible for medical assistance under subparagraph (A) or (B) of section 1902(1)(1) and, once identified, to assist them in applying for such assistance.

B. Regulatory.

- (i) 42 CFR 431.615 requires that the State Title XIX plan must describe written cooperative agreements with the State health agencies that administer, or supervise the administration of, health services and provide for arrangements with Title V grantees under which the Medicaid agency will utilize the grantee to furnish services that are included in the State plan.

7. Shared Responsibilities of ECFSD/HRD.

- A. The parties will designate program staff with the responsibility to ensure the coordination of services, outreach and education provided by each program, including but not limited to, MCH programs, Medicaid Programs, and Healthy Montana Kids.
- B. The parties will coordinate and collaborate in planning and implementing services related to maternal and child health populations, including but not limited to:
 - 1. Well Child Checkups
 - 2. Women's Reproductive Health services
 - 3. Early Intervention (diagnostic/rehabilitation services)
 - 4. Immunization
 - 5. Dental Services
 - 6. Children and Youth with Special Health Care Needs
 - 7. Prenatal, Pregnant, and Postpartum Women
 - 8. Home Visiting
 - 9. Foster Children
 - 10. Primary Care Medical Home
 - 11. Travel
 - 12. Interpretation services
 - 13. Nutrition services
- C. The parties will provide data as necessary to accomplish the mission of each program. Data will be shared for analysis and program evaluation according to department criteria.

8. Responsibilities of ECFSD:

- A. Designate MCH staff with the responsibility to provide consultation and technical expertise for EPSDT, Children with Special Health Care Needs, Women's Reproductive Health, Home Visiting, Targeted Case Management, and Oral Health. These functions include, but are not limited to, recommending, scope of service and data to be collected from screening exams as to the health status of the woman or child receiving services.
- B. Encourage Title V-funded and other ECFSD-sponsored programs to screen families for eligibility for Medicaid benefits; to inform those potentially eligible of services available through the Medicaid program and/or Healthy Montana Kids; and to refer families to the appropriate eligibility offices.

- C. Provide upon request at no cost to HRD readily available MCH data related to Medicaid members, or other similar information. Provide such data that are not readily available to HRD for the cost associated with the request.
- D. Notify ECFSD clients of eligibility and extent of covered services.
- E. Establish and document ECFSD policy related to eligibility, covered services, limits, prior authorization and letters of agreement for use in provider manuals and/or bulletins.
- F. Establish and document claim processing payment edits.
- G. Require providers for the Children's Special Health Care Services(CSHS) Program to enroll in Medicaid.
- H. ECFSD will utilize Medicaid fee schedules for the reimbursement of medical, interpretation and transportation services.
- I. Provide a toll-free number for families seeking information about Title V or Medicaid providers or services. (Section 505 [42 U.S.C. 705] (a)(5)(E))
- J. Not use Title V MCH Block Grant dollars for services to individuals or entities excluded from Medicaid (Title XIX), Social Services Block Grant (Title XX), or Medicare (Title XVIII). (Section 505 [42 U.S.C. 705] (b)(6))

9. Responsibilities of HRD:

- A. Assign HRD/Medicaid and Healthy Montana Kids staff to be the Division liaison to ECFSD and represent HRD for the Title V Needs Assessment and subsequent strategic planning sessions.
- B. Provide readily available information for joint projects on needs assessment, outreach, and participation data, for use in the MCH Block Grant Application and Annual MCH Report. Provide such data that are not readily available to MCH for the cost associated with the request.
- C. Process appropriate clean claims submitted on behalf of ECFSD eligible clients if the provider is enrolled in Medicaid and the service is a Medicaid covered service.
- D. Provide readily available data on ECFSD eligible clients claim information as necessary.

10. General Provisions.

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Law Venue.** The construction, interpretation, and enforcement of this

Agreement shall be governed by the laws of the State of Montana. The courts of the State of Montana shall have jurisdiction over any action arising out of this Intra- agency Agreement and over the parties.

- C. Entirety of Agreement.** This Intra-agency Agreement, consisting of six (6) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- D. Nondiscrimination.** All parties shall comply with the Civil Rights Act of 1964, the Montana Fair Employment Practices Act., the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- E. Prior Approval.** This Intra-agency Agreement shall not be binding upon either party unless this Intra-agency Agreement has been reduced to writing before performance begins as described under the terms of this Intra-agency Agreement, and unless this Intra-agency Agreement is approved as to form by the Director of DPHHS or their representative.
- F. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- H. Signatures.** The parties to this Intra-agency Agreement through their duly authorized representatives have executed this Intra-agency Agreement on the dates set out on the next page, and certify that they have read, understood, and agreed to the terms and conditions of this Intra-agency Agreement as set forth herein.

The effective date of this Intra-agency Agreement is the date of the signature last affixed to the next page. The agreement shall remain in full effect until termination by any party and the agreement shall be reviewed annually.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Tracy Moseman

07/20/2023

Tracy Moseman, Administrator
Early Childhood and Family Support Division

Date

Mary LeMieux

07/20/2023

Mary LeMieux, Acting Administrator
Health Resources Division

Date