

**INTRA-AGENCY AGREEMENT BETWEEN THE
PUBLIC HEALTH DIVISION AND THE DIVISION OF HEALTHCARE FINANCING
OF THE WYOMING DEPARTMENT OF HEALTH**

1. **Parties.** The parties to this Intra-agency Agreement are the Public Health Division (PHD), whose address is 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002; and Division of Healthcare Financing (HCF), whose address is 6101 Yellowstone Road, Suite 210, Cheyenne, Wyoming. This Intra-agency Agreement concerns the relationship between Title V, Title XIX and Title XXI.

2. **Purpose.** The purpose of this Intra-agency Agreement is to:
 - A. Enable the Public Health Division and the Healthcare Financing Division of the State of Wyoming 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 PHD and HCF in areas of mutual interest and concern;

 - C. Avoid duplication of effort;

 - D. Improve access to Title XIX (Medicaid), Title XXI (Kid Care CHIP) and Title V (Maternal and Child Health (MCH)) for eligible Medicaid clients;

 - E. Enhance the quality of Medicaid and MCH services;

 - F. Enhance program coordination and information exchange to the extent possible.

3. **Confidentiality.** All information which is made available to PHD for case management of HCF/PHD and dually eligible clients shall be protected by PHD from unauthorized disclosure. PHD and HCF 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 Wyoming Department of Health 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)(11)(A)] provides for entering into cooperative agreements with the State agencies responsible for administering and/or supervising the administration of services to ensure maximum utilization of such services. Section 1902(a)(11)(B) requires provision of appropriate reimbursement to any Title Funded project by Title XIX for services and care provided to Medicaid consumers; and

(ii) Title V of the SSA [§505(5)5F] provides for: 9a) participation 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; (b) participation in the arrangement and carrying out of coordination agreements described in section 1902(a)(11) (relating to coordination of care and services available under this title and title XIX); (c) participation 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 (d) provision, 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(l)(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 include written cooperative agreements with the State health agencies and Title V grantees to ensure that Title V recipients eligible for Medicaid receive services with particular emphasis on EPSDT services.

7. **Shared Responsibilities of PHD/HCF.**

- A. 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 and Kid Care CHIP.

- B. Coordinate and collaborate in planning and implementing services related to maternal and child health populations, including but not limited to:
1. Well Child Checkups/Health Check
 2. Reproductive Health Services
 3. Early Intervention (diagnostic/rehabilitation services)
 4. Immunizations
 5. Dental Services
 6. Children and Youth with Special Health Care Needs
 7. Care Coordination for Children and Youth with Special Health Care Needs
 8. Pregnant and Postpartum Women
 9. Foster Children
 10. Primary Care Medical Home
 11. Travel
 12. Interpretation Services
- C. Provide data as necessary to accomplish the mission of each program. Data will be shared for analysis and program evaluation.

8. Responsibilities of PHD

- A. Designate MCH staff with the responsibility to provide consultation and technical expertise for Health Check (formerly EPSDT), Children with Special Health Care Needs, Reproductive Health, and Oral Health. These functions include, but are not limited to, recommending:
1. Scope of service;
 2. Data to be collected from screening exams as to the health status of the woman or child receiving services;
 3. Criteria and definitions to be used in determining medical necessity and making recommendations to the Utilization Review Committee.
- B. Encourage Title V-funded and other PHD-sponsored programs to screen families for eligibility for Medicaid benefits; to inform those potentially eligible of services available through the Medicaid program and/or Kid Care CHIP; and to refer families to the appropriate eligibility offices.
- C. Provide upon request at no cost to HCF readily available MCH data related to Medicaid clients, or other similar information, to assist HCF in accomplishing its mission. Provide such data that are not readily available to HCF for the cost associated with the request.
- D. Determine eligibility for PHD programs and provide that information to the HCF fiscal agent.

- E. Notify PHD clients of eligibility and extent of covered services.
- F. Establish and document PHD policy related to eligibility, covered services, limits, prior authorization and letters of agreement for use in provider manuals and/or bulletins.
- G. Establish and document claim processing payment edits.
- H. Require PHD providers for the Children with Special Health Program to enroll in Medicaid.
- I. PHD will utilize Medicaid fee schedules for the reimbursement of medical, interpretation and transportation services.

9. Responsibilities of HCF.

- A. Assign HCF/Medicaid and Kid Care CHIP staff to be the Division liaison to PHD, and represent HCF for the Title V Needs Assessment and subsequent strategic planning sessions.
- B. Provide the Health Check Program Plan information which includes sections on needs assessment, outreach, and participation data, for use in the MCH Block Grant Application and Annual MCH Report.
- C. Coordinate outreach efforts related to pregnant and postpartum women and making referrals to the PHN Infant Home Visitation Program.
- D. Recognize the MCH Child Health Program Manager as a member of the Health Check subcommittee for the Medicaid Utilization Review committee.
- E. Participate in annual out-of-state tertiary site visits with MCH, in person or by phone, to provide accurate Wyoming Medicaid/Kid Care CHIP information for correct billing and referral purposes.
- F. Process all claims submitted on behalf of PHD eligible clients if the provider is enrolled in Medicaid and the service is a Medicaid covered service.
- G. Provide a weekly data extract of PHD eligible clients claim information.
- H. Provide no more than four standard reports annually requested by PHD on a monthly, quarterly, and annual basis.

- I. Continue the Medicaid allowed amounts for administrative transportation. Notify PHD of changes to this prior to any changes in the amounts.

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 Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Intra-agency Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This Intra-agency Agreement, consisting of seven (7) 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 Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), 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 Attorney General or his 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. **Sovereign Immunity.** The State of Wyoming, WDH-PHD and WDH-HCF do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue,

choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- H. 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.

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11. **Signatures.** The parties to this Intra-agency Agreement through their duly authorized representatives have executed this Intra-agency Agreement on the dates set out below, 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 this page.

WYOMING DEPARTMENT OF HEALTH



Thomas O. Forslund, Director

9/5/13
Date Signed


Wendy E. Braund, MD, MPH, MEd, FACPM, State Health Officer
And Senior Administrator, Public Health Division

8/29/13
Date Signed


Teri Green, Senior Administrator and State Medicaid Agent,
Healthcare Financing Division

8/29/13
Date Signed