

**INTRA-AGENCY AGREEMENT BETWEEN THE
PUBLIC HEALTH AND SAFETY DIVISION, THE HEALTH RESOURCES
DIVISION, AND THE HUMAN AND COMMUNITY SERVICES DIVISION OF THE
MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

1. **Parties.** The parties to this Intra-agency Agreement are the Public Health and Safety Division (PHSD), Health Resources Division (HRD), and Human and Community Services Division (HCSD). 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 and Safety Division, the Health Resources Division and the Human and Community Services Division 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 PHSD, HRD and HCSD in areas of mutual interest and concern;
 - C. Avoid duplication of effort;
 - D. Improve access to Title XIX (Medicaid), Title XXI (Healthy Montana Kids) 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 PHSD for case management and dually eligible clients shall be protected by PHSD from unauthorized disclosure. PHSD, HRD, HCSD 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)(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
- (i) 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(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 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 PHSD/HRD/HCSA.**

- 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 Healthy Montana Kids.

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
2. Women's 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. Home Visiting
10. Foster Children
11. Primary Care Medical Home
12. Travel
13. 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 PHSD

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 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 PHSD-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 or HCSD readily available MCH data related to Medicaid clients, or other similar information, to assist PHSD in accomplishing its mission. Provide such data that are not readily available to HRD or HCSD for the cost associated with the request.

D. Determine eligibility for HRD and HCSD programs and provide that information to the HRD or HCSD fiscal agent.

- E. Notify PHSD 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 PHSD providers for the Children's Special Health Services (CSHS) Program to enroll in Medicaid.
- I. PHSD will utilize Medicaid fee schedules for the reimbursement of medical, interpretation and transportation services.

9. **Responsibilities of HRD.**

- A. Assign HRD/Medicaid and HCSD/Healthy Montana Kids staff to be the Division liaison to PHSD, and represent HRD and HCSD for the Title V Needs Assessment and subsequent strategic planning sessions.
- B. Provide information 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 Maternal and Early Childhood Home Visiting Program.
- D. Recognize CSHS staff as a member of the 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 Montana Medicaid/Healthy Montana Kids information for correct billing and referral purposes.
- F. Process all claims submitted on behalf of PHSD eligible clients if the provider is enrolled in Medicaid and the service is a Medicaid covered service.
- G. Provide a weekly data extract of PHSD eligible clients claim information as necessary.

- H. Continue the Medicaid allowed amounts for administrative transportation. Notify PHSD 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 LawNenue.** 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 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. **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 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.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Todd Harwell, Administrator
Public Health and Safety Division

Date

Duane Preshinger, Administrator
Health Resources Division

Date

Jamie Palagi, Administrator
Human and Community Services Division

Date