Chapter Five

State Title V / Title XIX
Interagency Agreements

To establish roles and responsibilities between the parties for the purpose of providing coordination of services to promote prompt access to high quality prenatal, intrapartum, postpartum, postnatal, and child health services for women and children eligible for benefits under Title V and XIX of the Social Security Act.

-- Stated objective from Maryland’s 2004 IAA

A. Overview of Data and Tables

Explanation of the Tables

Each of the IAAs reviewed for this publication is summarized in the following tables. From the 36 States that submitted IAAs or other material, a total of 47 documents were analyzed; a number of States have multiple agreements to cover separate topics.

Each chart is divided into four sections:

- A description of the document itself, including:
  - Title and author.
  - Date of publication (year only).
  - Number of pages.
  - Link to the full-text of the document.

- A summary of contractual details, including:
  1. Effective date.
  2. Duration.
  3. Type of agreement.
  4. Agencies involved.
  5. Authority cited for the agreement.

- A summary of the agreement sections that relate to CMS requirements outlined in 42 CFR 431.615(d), including:
  6. Objectives of the agreement.
  7. Responsibilities of the agencies involved.
  8. Services provided by each State agency.
  9. Cooperative relationships at the State level.
  10. Services provided by local agencies.
  11. Identification and outreach activities.
12. Reciprocal referrals.
13. Plans for coordination of services for beneficiaries.
15. Plans for reporting and sharing of data.
17. System of continuous liaison between agencies.
18. Plans for joint evaluation of the agreement and other policies.

- A listing of general contract provisions (item 19) listing whether the document covers:
  - Amendment/modification of agreement.
  - Audit.
  - Confidentiality of records/HIPAA compliance.
  - Default.
  - Dispute resolution mechanisms.
  - Drug-free workplace provisions.
  - Failure to satisfy scope of work (SOW).
  - Indemnification/liability clauses.
  - Provisions for lack of funds.
  - Lobbying statements.
  - Systems for maintenance of records/recordkeeping.
  - Nondiscrimination clauses.
  - Methods for payment.
  - Regulations regarding subcontracts.
  - Tobacco policies (smoke-free workplace environment).
  - Grounds and methods for termination of agreement.

When information is gathered from different sections of the agreement or other supporting documentation (e.g., the cover letter sent by the State agency with the IAA) but is not clearly spelled out in the text, straight brackets [] are used to highlight this data.

Wherever possible, text in the summary tables is taken directly from the IAAs. While this practice has a tendency of making various tables lengthy, it more accurately preserves the tone and intent of the document than a simple summary paragraph could do. Modifications to the text (most often ellipses or other omissions) have been made for clarity and brevity. Large omissions have been noted in the summary tables with links back to the full-text agreements. The full-text of each IAA summarized along with a database of the components of the summary tables are accessible at http://www.mchlibrary.info/IAA.

### States Summarized in the Tables

<table>
<thead>
<tr>
<th>Alabama (AL)</th>
<th>Illinois (IL)</th>
<th>Missouri (MO)</th>
<th>Oregon (OR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona (AZ)</td>
<td>Indiana (IN)</td>
<td>Mississippi (MS)</td>
<td>Rhode Island (RI)</td>
</tr>
<tr>
<td>California (CA)</td>
<td>Iowa (IA)</td>
<td>Nebraska (NE)</td>
<td>South Carolina (SC)</td>
</tr>
<tr>
<td>Colorado (CO)</td>
<td>Kansas (KS)</td>
<td>New Mexico (NM)</td>
<td>South Dakota (SD)</td>
</tr>
<tr>
<td>Connecticut (CT)</td>
<td>Kentucky (KY)</td>
<td>New York (NY)</td>
<td>Texas (TX)</td>
</tr>
<tr>
<td>Florida (FL)</td>
<td>Louisiana (LA)</td>
<td>North Carolina (NC)</td>
<td>Utah (UT)</td>
</tr>
<tr>
<td>Georgia (GA)</td>
<td>Maryland (MD)</td>
<td>North Dakota (ND)</td>
<td>Virginia (VA)</td>
</tr>
<tr>
<td>Hawai‘i (HI)</td>
<td>Michigan (MI)</td>
<td>Ohio (OH)</td>
<td>Washington (WA)</td>
</tr>
<tr>
<td>Idaho (ID)</td>
<td>Minnesota (MN)</td>
<td>Oklahoma (OK)</td>
<td>Wisconsin (WI)</td>
</tr>
</tbody>
</table>
B. State-by-State Summary Tables

**State: Alabama (Region 4)**

**Document:**
Provider Contract between the Alabama Medicaid Agency and the Alabama Department of Public Health [Amendment to Original Contract]

**Author:** Alabama Medicaid Agency

**Date:** 2004  **Pages:** 3 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/AL_1_1.pdf](http://www.mchlibrary.info/iaa/states/AL_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** March 1, 2004 [amendment date].
2. **Duration:** N/A
3. **Type of Agreement:** Provider Contract.
4. **A agencies involved:**
   A. The Alabama Medicaid Agency (“Medicaid”) [Title XIX].
   B. The Alabama Department of Public Health (ADPH) [Title V].
5. **Authority Cited:** N/A

**Summary Related to CMS Requirements:**

6. **Objectives:**
To amend the original T5/T19 provider contract regarding EPSDT services (care coordination).

7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   A. **Amendment:** Care Coordination.
      1. ADPH shall develop and maintain a care coordination system which shall ensure Medicaid-eligible children receive appropriate services.
      2. ADPH shall utilize reports provided by Medicaid monthly to identify children who have not received screenings.
      3. ADPH shall follow-up on positive findings for sickle cell and metabolic screenings, newborn hearing screens, and immunization status.
      4. ADPH shall receive referrals from physicians and dentists regarding medically-at-risk clients.
      5. ADPH shall arrange for necessary transportation.
      6. ADPH shall utilize the appropriate diagnosis codes to identify high-risk children.
      7. ADPH shall provide a monthly summary of EPSDT Care Coordination to the Agency’s EPSDT staff.

B. **Original Agreement**
Original agreement consists of the “respective responsibilities of Title V and Title XIX agencies
in the provision of services by perinatal coordinators. Title V is responsible for ensuring that perinatal coordinators meet professional standards. Perinatal coordinators provide following services: increasing awareness of and utilization of tertiary care centers and preventive health care; evaluation of resources; identification of areas of need; and development of new resources; research and development of more effective mechanism for the transfer of high risk mothers and babies. Title V will review compliance of each perinatal coordinator annually. Title X may seek replacement of any non-complying coordinator.” (From 1st edition of State MCH-Medicaid Coordination nation: A Review of Title V and Title XIX Interagency Agreements).

9. **Cooperative Relationships:** N/A

10. **Services Provided by Local Agencies:** N/A

11. **Identification and Outreach:** See Section 8, Service A2, A6.

12. **Reciprocal Referrals:** See Section 8, Service A4.

13. **Coordinating Plans:** N/A

14. **Reimbursement:**
Medicaid will reimburse ADPH for care coordination services based on Medicaid’s current reimbursement rates. ADPH agrees to reimburse Medicaid the state share of costs associated with providing care coordination services.

15. **Reporting Data:** See Section 8, Service A2, A7.

16. **Review:** N/A

17. **Liaison:** N/A

18. **Evaluation:** N/A

19. **General Contract Provisions:** N/A
State: Arizona (Region 9)

Document: [Arizona] Data-Sharing Request/Agreement
Author: Arizona Department of Economic Security
Date: n.d. Pages: 10 pp.
Document URL: http://www.mchlibrary.info/iaa/states/AZ_1_1.pdf

Contractual Details:

1. Effective Date: N/A
2. Duration: N/A
3. Type of Agreement: Standard Business Agreement.
4. Agencies Involved:
   A. Arizona Department of Economic Security.
   B. Arizona Department of Health Services, Public Health Prevention Services, Division of Public Health, Office of Women’s and Children’s Health [Title V].
5. Authority Cited: Field in agreement form left blank.

Summary Related to CMS Requirements:

6. Objectives:
   To establish access to information used by the Pregnancy and Breast Feeding Hotline; the Newborn Intensive Care Program; and the Newborn Screening Program.

7. Responsibilities: N/A

8. Services Provided by Agency:
   AzTECs access will be used to determine enrollment status with any/all DES-FAA programs. This includes but is not limited to: Baby Arizona; food stamps; health care plans; and cash assistance. This information is used to facilitate enrollment and/or answer enrollees’ questions.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8.

12. Reciprocal Referrals: N/A

13. Coordinating Plans: N/A

14. Reimbursement: N/A
15. Reporting Data:
There are many contractual provisions regarding provision and security of data. Please see original document.

16. Review: N/A

17. Liaison: N/A

18. Evaluation: N/A


State: California (Region 9)

Document:
Interagency Agreement between California Department of Health Services, Title XIX Medicaid Agency and the Title V Maternal and Child Health Agency

Author: California Department of Health Services

Date: 1997  Pages: 15 pp.

Document URL: http://www.mchlibrary.info/iaa/states/CA_1_1.pdf

Contractual Details:

1. Effective Date: Immediately (signed January 15, 1997).
2. Duration: Will continue in effect unless revised or canceled.
3. Type of Agreement: Interagency Agreement.
4. Agencies Involved:
   A. California Department of Health Services (DHS), Medical Assistance Program (Medi-Cal) [Title XIX].
   B. Maternal and Child Health Branch (MCH) [Title V].
   C. Children’s Medical Services Branch (CMS).
5. Authority Cited:
   B. SSA §1902(a)(11), et al.
   C. 42 CRF §431.615(b) and §431.615(c)(4).

Summary Related to CMS Requirements:

6. Objectives:
   A. To enable CHS and its Title V and Title XIX programs to carry out the mandate of cooperation.
   B. To protect and improve the health of California’s women, pregnant women, infants, children and adolescents, particularly those who are low-income, by developing and implementing initiatives that systematically attack the underlying causes of preventable diseases and
conditions; strengthening relationships with local health agencies and expanding partnerships with multi-cultural and ethnic organizations; working to close the gaps in health status and access to care among the State’s maternal and child health population; and, developing and implementing standards of care, program choices, data collection and surveillance processes, and contracting and reimbursement systems that promote outcome-oriented and business-like approaches to the administration of Title V and Title XIX programs.

7. Responsibilities:
A. Title V and XIX agencies are charged with direct responsibility to achieve the Year 2000 Objectives in California as they relate to women and children.
B. Programs within the Department that impact women and children have the responsibility of making resources available to achieve the goals and objectives of this Agreement.
C. Medi-Cal is responsible for the conduct of the Title XIX program.
D. MCH Branch is responsible for the conduct of the MCH program.
E. CMS Branch is responsible for the Child Health and Disability Prevention (CHDP) and California Children’s Services (CCS) programs.

8. Services Provided by Agency:
A. Objective 1: Ensure and support the provision of a comprehensive, coordinated, and accountable health services delivery system for all eligible pregnant women, infants, children, and adolescents.

1. Medi-Cal Services.
   a. Develop reimbursement methodologies for the payment of MCH care services.
   b. Support the retention of culturally and linguistically competent, and geographically strategic, safety net and traditional providers of MCH services who have a positive track record of serving the Medi-Cal population.
   c. Develop, in cooperation with MCH and CMS, provider manuals, billing instructions, and provider training.
   d. Develop, in cooperation, health care standards, etc.

2. MCH and CMS Services.
   a. Participate in joint development and implementation of pilot projects.
   b. Maintain a specialty provider network.
   c. Develop, in cooperation with Medi-Cal, provider manuals, billing instructions, and provider training.
   d. Develop in cooperation health care standards.

B. Objective 2: Ensure the provision of high quality health care by organizations and providers who meet professional practice standards.

1. Medi-Cal Services.
   a. Collaborate in developing standards.
   b. Participate and collaborate in the development of program policies, etc.
   c. Establish quality improvement standards.
d. Collaborate in setting standards for services.
e. Participate with MCH and CMS in the oversight and monitoring of services.

2. MCH and CMS Services.
a. Collaborate in developing standards.
b. Provide case management.
c. Participate with Medi-Cal in the oversight and monitoring of services.

C. Objective 3: Improve access to perinatal and preventive health care services for low-income women, particularly adolescents and children, respectively, and services to CSHCN.

1. Medi-Cal Services.
a. Refer potentially eligible Medi-Cal beneficiaries to the CCS program.
b. Develop eligibility procedures.
c. Develop and produce outreach materials and oversee the implementation of outreach campaigns.
d. Develop and implement Medi-Cal provider recruitment.
e. Maintain a MCH provider resource directory and database.

2. MCH and CMS Services.
a. Identify and fund local health departments and other contractors to provide the infrastructure for health care programs which may be utilized to provide services to the Medi-Cal program’s beneficiaries and other low income women and children.
b. Support provider outreach.
c. Develop regulations that define CSHCN.
d. Provide health education and MCH expertise in the development of outreach materials.
e. Certify perinatal providers.
f. Conduct prenatal guidance and other outreach programs.

D. Objective 4: Ensure maximum utilization of Title XIX funds by Title V contractors and providers, including reimbursement by Medi-Cal for all medically necessary services within the Medi-Cal scope of benefits.

1. Medi-Cal Services.
a. Seek input from Title V staff into the development of Medi-Cal fee-for-service and managed care rates and reimbursement mechanisms.
b. Reimburse Title V contractors and providers, etc. with current Medi-Cal rates and fees for all services within the scope of Medi-Cal benefits.
c. Reimburse authorized providers for services delivered to Medi-Cal beneficiaries with CCS-eligible conditions.

2. MCH and CMS Services.
a. Require all Title V providers to be Medi-Cal providers.
b. Ensure that Title V funded contractors/providers bill for services.
(For the following objective, the respective agency services have been omitted for brevity. See the full-text document for a complete listing of these services).

E. Objective 5: Plan and support the delivery of training and education programs for health professionals and the community, including beneficiaries of Title V and XIX services.

F. Objective 6: Develop and implement data collection and reporting systems that support assessment, surveillance, and evaluation with respect to health status indicators and health outcomes among the populations served by both programs.

G. Objective 7: Improve ongoing intra departmental communication between staff of the two programs for information sharing, problem solving, and policy setting (this includes sharing of information and maintaining regular, formal communications).

H. Objective 8: Maintain adequate Title XIX and Title V program staff with the necessary expertise necessary to carry out the specific functions and responsibilities of providing direct support in administering the Title XIX program.

I. Objective 9: Maximize utilization of third party resources available to Title XIX recipients.

9. Cooperative Relationships:
See Section 13. Cooperative relationship building is stressed throughout Section 8.

10. Services Provided by Local Agencies:
Identify and fund local health departments and other contractors to provide the infrastructure for health care programs which may be utilized to provide services to the Medi-Cal program’s beneficiaries and other low income women and children (Section 8, Service C2a).

11. Identification and Outreach:
Title V will identify infants, children, adolescents, and women who are potentially eligible for Medi-Cal and, once identified, aid them in applying.

Title V in collaboration with Title XIX is responsible for outreaching and informing all EPSDT eligible individuals about the program.

See also Section 8, Service C1c.

12. Reciprocal Referrals: See Section 8, Service C1a.

13. Coordinating Plans:
To ensure high quality, coordinated services there will be joint development of policies and regulations between the Title V and XIX programs on services.

There will be coordination and collaboration in the development and implementation of managed care programs.
VIII. Cooperative and Collaborative Methods and Arrangements.
A. Arrangements for Resolving Operational Issues.
B. Arrangements for Reciprocal Referrals.
C. Arrangements for Payments of Reimbursement.
D. Arrangements for Exchange of Reports of Services Provided to Recipients of Title XIX.
E. Arrangements for Periodic Review of the Agreement and Joint Planning for Changes.

14. Reimbursement:
The Medi-Cal program is responsible for paying for those medically necessary program benefits to eligible Medi-Cal beneficiaries delivered by Title V programs.

See also Section 8, Service A1a, I.

15. Reporting Data:
Title V will maintain confidentiality of the medical records and release such information to a third party only with written consent.

There will be sharing of data and participation in joint planning efforts in order to identify service delivery gaps and to improve the delivery of services.

See also Section 8, Service F.

16. Review:
Arrangements for Periodic Review of the Agreement and Joint Planning for Changes: Meetings will be held at least once a year, and more frequently if necessary, among the Branch Chiefs, or their representatives, of the programs part to this Agreement for the purpose of reviewing the need for any changes or clarifications to the Agreement, carrying out the agreements specified herein, evaluating activities and policies set out and providing coordinated input to the required plans of the respective programs.

17. Liaison:
All parties will keep each other apprised of those services and scope of benefits available.

Each party will designate form their respective staff appropriate liaisons whose responsibilities shall include regular and periodic communication about the programs.

Continuous liaison among the parties will be the responsibility of the Chief of each of the programs and those staff designated as lead persons in their respective Branches.

See also Section 8, Service G.

18. Evaluation:
At the request of any party to the Agreement, a formal review may be scheduled to modify, enlarge, or clarify this Agreement. Any changes in this Agreement will be subject to full discussion and concurrence in writing prior to incorporation into this document.
19. General Contract Provisions:
confidentiality of records/HIPAA
amendment/modification of agreement
termination of agreement

State: Colorado (Region 8), document 1 of 2

Document: [Colorado] Interagency Agreement
Author: Colorado Department of Health Care Policy and Financing
Date: n. d. Pages: 18 pp.
Document URL: http://www.mchlibrary.info/iaa/states/CO_1_2.pdf

Contractual Details:

1. Effective Date: July 1, 2004.
3. Type of Agreement: Interagency Agreement.
4. Agencies Involved:
   A. Colorado Department of Health Care Policy and Financing (“the Department” or HPCF) [Title XIX].
   B. Colorado Department of Public Health and the Environment (CDPHE) [Title V].
5. Authority Cited:
   Encumbrance Number PO UHA 2105-2007 in Fund Number 100, Appropriation Accounts 450 and 460 and Organization Number 4111.

Summary Related to CMS Requirements:

6. Objectives: N/A

7. Responsibilities:
   A. The Department is responsible for the administration of the Colorado Medical Assistance Program (Medicaid).
   B. CDPHE is responsible for the administration of the Health Care Program for Children with Special Needs in Colorado.

8. Services Provided by Agency:
The following are the topics under which services are provided. See the original Agreement for a complete list of services.
   A. Family Planning.
   B. Prenatal Plus.
   C. Health Care Program for Children with Special Needs (HCP).
   D. Developmental Evaluation Clinic Services.
E. Immunization Program.
F. Lead Poisoning Prevention Program.
G. Breast and Cervical Cancer Program.
H. Nurse Home Visitor Program.

9. Cooperative Relationships:
The Department and CDPHE shall work together to provide program implementation and administration for all programs listed in this IAA. This program coordination includes, but is not limited to: joint meetings when necessary, telephone conference calls, review of printed materials, assistance with billing concerns, assistance with provider questions, and joint participation in program trainings.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
A. HPC Medical Home Initiative shall promote use of EPSDT outreach activities to Primary Care Physicians for Medicaid-enrolled families.
B. CDPHE shall work with Department EPSDT Program Outreach Coordinators to develop and maintain a mechanism whereby Medicaid-enrolled clients shall be informed of the availability of Title V funded services, and referred for these services as appropriate.

12. Reciprocal Referrals: See Section 11, Service B.

13. Coordinating Plans:
The Department shall collaborate via mutually agreed upon activities/conferences.

14. Reimbursement:
A. The Department shall intervene with the Department’s Designated Entity to ensure payment of the correct rate for Medicaid covered services.
B. The Department shall bill the State match for Medicaid expenditures to CMS.
C. CDPHE shall bill the Department no less than quarterly.
D. CDPHE shall submit a request for reimbursement within 45 working days after the final State fiscal year.
E. Family planning client claims are paid directly out of MMIS.
F. Payments shall be made from state funds not to exceed $102,346 for the administrative costs of the Medicaid Prenatal Plus Program.
G. HCP specialty clinic providers are paid out of MMIS.
H. HCP Developmental and Evaluation Clinic services are billed directly by Medicaid providers and paid through the Department Designated Entity.
I. Immunizations and vaccines are paid out of the MMIS.
J. Medicaid covered Lead Poisoning Prevention Program benefits are paid out of MMIS.
K. Benefits to BCCP clients are paid directly out of MMIS.
L. Payment shall be made to the NHVP providers as earned.
15. **Reporting Data:**
A. CDPHE shall provide an annual report to the Department on the program reporting the progress made.
B. The Department shall provide CDPHE with Internet access for materials that are relevant to the programs identified in this IAA.

16. **Review:** N/A

17. **Liaison:**
CDPHE and the Department shall each designate a primary contact for each activity under this IAA.

18. **Evaluation:** N/A

19. **General Contract Provisions:**
lack of funds
dispute resolution mechanism
confidentiality of records/HIPAA
maintenance of records/recordkeeping
failure to satisfy SOW
amendment/modification of agreement
termination of agreement

**State: Colorado (Region 8), document 2 of 2**

**Document:**
[Colorado] HIPAA Business Associate Interagency Memorandum of Understanding

**Author:** Colorado Department of Health Care Policy and Financing

**Date:** n.d. **Pages:** 9 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/CO_2_2.pdf](http://www.mchlibrary.info/iaa/states/CO_2_2.pdf)

**Contractual Details:**

1. **Effective Date:** July 1, 2001.
2. **Duration:** July 1, 2004 - [April 21, 2005].
3. **Type of Agreement:** Interagency Memorandum of Understanding.
4. **Agencies Involved:**
   A. Colorado Department of Health Care Policy and Financing (HCPF) [Title XIX].
   B. Colorado Department of Public Health and the Environment (CDPHE).
5. **Authority Cited:**
   A. Interagency Agreement Number 2105-2007.
   C. HIPAA Privacy Rule at 45 CFR Parts 160 and 164.
Summary Related to CMS Requirements:

6. Objectives:
A. To disclose certain information to Associate [CDPHE] pursuant to the terms for the contract, some of which may include protected health information.
B. To protect the privacy and provide for the security of protected health information disclosed.
C. To enter into a contract containing specific requirements with CDPHE prior to the disclosure of protected health information.

7. Responsibilities: N/A

8. Services Provided by Agency:
A. CDPHE.
   1. Permitted Uses: CDPHE shall not use Protected Information except for the purpose of performing CDPHE’s obligations under and permitted by the terms of the MOU.
   2. Permitted Disclosures: CDPHE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by HCPF.
   3. Appropriate Safeguards: CDPHE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information.
   4. Reporting of Improper Use or Disclosure: CHPF shall report to HCPF in writing any use or disclosure of Protected Information other than as provided for by this MOU.
   5. CDPHE’s Agents: If CDPHE uses one or more subcontractors or agents to provide services under this MOU who have access to Protected Information, each subcontractor or agent shall sign an agreement containing the same provisions as this MOU.
   6. Access to Protected Information: CHPF shall make Protected Information available to CDPHE or its agents or subcontractors available to HCPF for inspection.
   7. Amendment of PHI: CDPHE shall make Protected Information available to HCPF for amendment and incorporate any such amendment within 20 business days.
   8. Accounting Rights: within 20 business days CDPHE shall make available to HCPF the information required to provide to HCPF.
   10. Minimum Necessary: CDPHE shall only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request.
   11. Data Ownership: CHPF acknowledges that it has no ownership rights with respect to Protected Information.
   12. Retention of Protected Information: CHPF shall retain all Protected Information through the term of this MOU.
   13. Notification of Breach: CHPF shall notify HCPF within 2 business days of any breach of security.
   14. Audits, Inspection, and Enforcement: Within 10 business days of a written request, CDPHE shall allow HCPF to conduct a resalable inspection.
   15. Safeguards During Transmission: CDPHE shall be responsible for using appropriate safeguards to maintain and ensure confidentiality of Protected Information transmissions.
B. HCPF

1. **Safeguards During Transmission**: HCPF shall be responsible for using appropriate safeguards to maintain and ensure confidentiality of Protected Information transmissions.

2. **Notice of Changes**: HCPF shall provide CDPHE with a copy of its notice of privacy practices as well as any subsequent changes.

9. **Cooperative Relationships**: N/A

10. **Services Provided by Local Agencies**: N/A

11. **Identification and Outreach**: N/A

12. **Reciprocal Referrals**: N/A

13. **Coordinating Plans**: N/A

14. **Reimbursement**: N/A

15. **Reporting Data**:
   See Section 8 for security measures while reporting data as well as transmission of Protected Information.

16. **Review**: N/A

17. **Liaison**: N/A

18. **Evaluation**: N/A

19. **General Contract Provisions**:
   amendment/modification of agreement
   termination of agreement
   failure to satisfy SOW
   indemnification/liability
   subcontracts
   lack of funds
State: Connecticut (Region 1), document 1 of 2

Document:
State of Connecticut: Memorandum of Understanding between the Department of Public Health and the Department of Social Services Regarding Data Exchanges
Author: State of Connecticut Department of Public Health
Date: 2005    Pages: 10 pp.
Document URL: http://www.mchlibrary.info/iaa/states/CT_1_2.pdf

Contractual Details:

1. **Effective Date:** Amended May 20, 2005.
2. **Duration:**
   This MOU shall be in effect until canceled by mutual agreement of the parties or “suspended” with 60 days advance notice by one party to the other party.
3. **Type of Agreement:** Memorandum of Understanding.
4. **Agencies Involved:**
   A. Connecticut Department of Public Health (DPH).
   B. Connecticut Department of Social Services (DSS).
5. **Authority Cited:** Section 19a-45a of the Connecticut General Statutes.

Summary Related to CMS Requirements:

6. **Objectives:**
   To improve public health service delivery and public health outcomes for low-income populations through the sharing of available Medicaid, HUSKY Plan Part B, HUSKY Plus and Title V data.

   More specifically, through the implementation of the addenda to this MOU pertaining to specific data exchanges, the purposes are as follows:

   1. To increase coordination between DPH and DSS for programs funded by the MCH Block Grant.
   2. To increase coordination in the administration of programs that are designed to improve the health of children and adults in Connecticut.
   3. To increase cooperation in reviewing and implementing fiscal policies that affect populations served by DPH and DSS and providers of services.
   4. To implement a process that allows for joint access to critical Medicaid and public health data without duplication of effort.
   5. To promote long-range planning as it relates to data sharing.

7. **Responsibilities:**
   The addenda specify that DPH and DSS are responsible for (note: no addendum 4 was submitted):
   A. Identification of Medicaid births (Addendum 1).
B. Information regarding children receiving lead screenings (Addendum 2).
C. Children receiving Title V services (Addendum 3).
D. Children with asthma (Addendum 5).

8. Services Provided by Agency:
   Addendum 1: DPH will send core demographics to DSS; DSS will complete a match of the birth records with HUSKY A enrollment data.

   Addendum 2: DSS will provide DPH with a list of selected children enrolled in the Medicaid program; DPH will use the linking data to abstract data elements; DPH will analyze and report this data.

   Addendum 3: DPH will provide DSS a list of children who received Title V services; DSS will determine which children enrolled in HUSKY A received Title V services and provide a file with these names to DPH.

   Addendum 5: DSS will prove DPH with a file of children enrolled in HUSKY A who have had any services related to asthma diagnosis or treatment along with total number of children enrolled in HUSKY A.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/ 

12. Reciprocal Referrals: N/A

13. Coordinating Plans: N/A

14. Reimbursement: N/A

15. Reporting Data:
   A. Use of Data for Specified Purposes: DPH and DSS agree that the data they receive from each other will be used only for the purposes set forth in this MOU.
   B. Confidentiality of Data: DPH and DSS will not further disclose the information they receive from each other.
   C. Task-Specific Addenda: This MOU included addenda that specifies the data to be shared between DPH and DSS.
   D. Disposition of Data: DPH and DSS will destroy all confidential individually identifiable health information as soon as the purposes for which they received the information have been accomplished.

16. Review: N/A
17. Liaison: N/A

18. Evaluation: N/A

19. General Contract Provisions:
   payment
   amendment/modification of agreement
   termination of agreement

**State: Connecticut (Region 1), document 2 of 2**

Document:
[State of Connecticut:] Memorandum of Understanding between Department of Public Health and (Name of Managed Care Organization)

Author: State of Connecticut Department of Public Health

Date: n.d.   Pages: 4 pp.

Document URL: [http://www.mchlibrary.info/iaa/states/CT_2_2.pdf](http://www.mchlibrary.info/iaa/states/CT_2_2.pdf)

Contractual Details:

1. Effective Date: N/A
2. Duration: N/A
3. Type of Agreement: Memorandum of Understanding.
4. Agencies Involved:
   A. State of Connecticut Department of Public Health (DPH).
   B. CYSHCN Regional Medical Home Support Centers (CT has contracted with 5 MCOs).
5. Authority Cited: N/A

**Summary Related to CMS Requirements:**

6. Objectives:
   To recognize shared goals and to establish methods of coordination and cooperation to ensure that children and youth served by the Regional Medical Home Support Centers who are enrolled in Connecticut’s HUSKY, Part A managed care program receive timely and comprehensive health care services under the EPSDT program.

7. Responsibilities: N/A

8. Services Provided by Agency:
   A. CYSHCN Regional Medical Home Support Centers.
      1. Support CYSHCN and their families by assisting them with coordination of multiple systems of care.
      2. Provide training and support to the Pediatric Primary Care providers by addressing family needs.
3. Assist the Pediatric Primary Care Providers with care coordination of CYSHCN who have high severity needs.
4. Assist with the coordination between the Pediatric Primary Care Providers and specialists.
5. Promote the establishment of a “Medical Home.”
6. Contract with Parents Networ4k across the State to support families with CYSHCN.
7. Provide respite services to underinsured and uninsured families of CYSHCN.

B. MCOs.
1. Inform families about EPSDT.
2. Conduct outreach to ensure children receive EPSDT services.
3. Link children to primary care providers and dental providers.
5. Remind families when EPSDT exams are due.
6. Ensure that primary care providers participating in HUSKY A are knowledgeable about EPSDT.

9. **Cooperative Relationships:** See Section 8, Service A1, A3.

10. **Services Provided by Local Agencies:** N/A

11. **Identification and Outreach:** See Section 8, Service B1, B2.

12. **Reciprocal Referrals:** See Section 8, Service B3.

13. **Coordinating Plans:** See Section 8, Service A4, A6, B6.

14. **Reimbursement:** N/A

15. **Reporting Data:**
The Regional Medical Home Support Centers (RMHSC) shall provide a copy of the RMHSC health information form to the MCOs.

16. **Review:** N/A

17. **Liaison:**
Each MCO shall provide DPH with the name of a liaison who shall serve as a consistent point of contact for the Regional Medical Home Support Centers (RMHSC). The liaison shall be responsible for providing assistance to the RMHSC to resolve any problems that arise.

18. **Evaluation:** N/A

19. **General Contract Provisions:** N/A
State: Florida (Region 4)

Document:
[Florida] Cooperative Agreement for the Health Start Coordinated Care System for Pregnant Women and Infants between the Agency for Health Care Administration and the Department of Health

Author: Florida Agency for Health Care Administration

Date: 2001    Pages: 4 pp.

Document URL: http://www.mchlibrary.info/iaa/states/FL_1_1.pdf

Contractual Details:

1. **Effective Date:** N/A
2. **Duration:**
The expiration date of the interagency agreement shall coincide with the expiration date of the Medipass waiver, including extensions, or until otherwise canceled.
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
   A. Florida Agency for Health Care Administration (“the Agency”) [Title XIX].
   B. Florida Department of Health (“the Department”) [Title V].
5. **Authority Cited:** Medipass waiver under 1915(b) of the Social Security Act.

Summary Related to CMS Requirements:

6. **Objectives:**
   To better serve the needs of Florida’s pregnancy women and children at risk for poor birth and health outcomes.

7. **Responsibilities:**
   A. The Agency is responsible for the administration of the State’s Medipass waiver.
   B. The Department is responsible for being the Title V agency.

8. **Services Provided by Agency:**
   A. Agency for Health Care Administration.
   1. Provide TA to the Department.
   3. Provide Medicaid data.
   4. Delegate administrative oversight of the waiver to the Department.
   5. Be responsible for the submission of all Medipass Healthy Start Coordinated Care System waiver applications to CMS.
   6. Form a staff and statewide advisory group with the Department to oversee the implementation of care coordination.
B. Department of Health.
1. Fund Healthy Start services.
2. Develop and implement Healthy Start’s Standards and Guidelines.
3. Develop and implement Healthy Start’s quality improvement activities.
4. Be responsible for contract management.
5. Provide programmatic TA.
6. Adhere to Title V requirements.
7. Assist the Agency in the development of waiver applications to CMS.
8. Invite communities to participate in the Healthy Start program.
9. Establish regional advisory groups.
10. Develop brochures and other materials for informing recipients about the program.
11. Bill the Agency monthly.
12. Certify the State match.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8, Service B8, B10.

12. Reciprocal Referrals:
   Exchange of information between the agencies will be affected through an established referral process, joint consultation, and regular meetings.

13. Coordinating Plans: N/A


15. Reporting Data: See Section 8, Service A3.

16. Review: N/A

17. Liaison: See Section 8, Service A6. Also see Section 12.

18. Evaluation: N/A

19. General Contract Provisions:
   confidentiality of records/HIPAA
   amendment/modification of agreement
   termination of agreement
State: **Georgia (Region 4)**

Document:  
*Interagency Master Agreement between the Georgia Department of Community Health and the Georgia Department of Human Resources for Services in Support of the Medicaid Program for the State of Georgia*

**Author:** Georgia Department of Community Health  
**Date:** n.d.  
**Pages:** 34 pp.  
**Document URL:** [http://www.mchlibrary.info/iaa/states/GA_I_1.pdf](http://www.mchlibrary.info/iaa/states/GA_I_1.pdf)

**Contractual Details:**

1. **Effective Date:** From the day of issuance.  
2. **Duration:**  
   From the date of issuance until the close of the current State fiscal year (June 30th) unless renewed in writing.  
3. **Type of Agreement:** Interagency Master Agreement.  
4. **Agencies Involved:**  
   A. Georgia Department of Human Resources (DHR).  
   B. Georgia Department of Community Health (DCH).  
5. **Authority Cited:** 42 CFR 431.615.

**Summary Related to CMS Requirements:**

6. **Objectives:**  
   To provide the various support services described in this Agreement and found at Supplements to this Agreement.

7. **Responsibilities:**  
   A. DCH is responsible for all health planning issues in the state and for providing a broad range of governmental services aimed at improving the lives of Georgia’s citizens.  
   B. DHR is responsible for administering numerous programs of which some are directly related to the Georgia Medical Assistance Program.

8. **Services Provided by Agency:**  
   A. **DCH Services.**  
      1. Provide a single point of contact for coordination with DCH.  
      2. Provide copies of federal and state regulations pertinent to services provided.  
      3. Send DHR copies of all materials prepared.  
      4. Work with DHR related to any service delivery Agreement to be entered into with an outside vendor.  
      5. Review all deliverables submitted to DHR for approval to pay invoices and ensure compliance with this Agreement.  
      6. Reimburse DHR in accordance with this Agreement.
B. DHR Services.
1. Perform all services specified in the Supplements.
2. Provide Federal and State regulations, etc. to DCH.
3. Provide an annual report detailing all projects to DCH.


10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals: N/A


14. Reimbursement:
DCH agrees to provide to DHR the FFP payments received by DCH that are attributable to the administrative cost of these services on a quarterly basis. For specified services DHR agrees to pay DCH the appropriate non-federal share of the benefit cost on a regular basis.

DHR and DCH agree that this is a cost reimbursement Agreement. DHR agrees to provide the State portion of matching funds necessary to receive FFP for all applicable supplements. DHR agrees that reimbursable costs will be determined in accordance with 45 CFR Part 74. This includes reimbursement for administration cost and reimbursement for benefit cost.

15. Reporting Data:
DHR agrees to maintain and provide information descriptive of the services required under this Agreement necessary for DCH to meet the reporting requirements imposed by HHS. See also Section 8, Service A2, A3, B3.

16. Review: N/A

17. Liaison:
DHR and DCH have established a coordinating committee consisting of the Commissioner or his or her designee form DCH, the commissioner or his or her designee from DHR, and a representative of each appropriate program division of DHR and DCH. Said committee shall meet no less than once per quarter to review and evaluate the services, to explore other avenues of interaction, and to meet the requirements of the Agreement. See also Section 8, Service A1.

18. Evaluation: N/A

19. General Contract Provisions:
drug-free workplace
amendment/modification of agreement
termination of agreement
confidentiality of records/HIPAA
State: Hawaii (Region 9)

Document: [Hawaii] Memorandum of Agreement between Department of Human Services and Department of Health

Author: State of Hawaii Department of Human Services, Med-QUEST Division, Health Coverage Management Branch

Date: 2004    Pages: 16 pp.

Document URL: http://www.mchlibrary.info/iaa/states/hi_1_1.pdf

Contractual Details:

1. Effective Date: July 1, 2004.
3. Type of Agreement: Memorandum of Agreement.
4. Agencies Involved:
   A. Department of Human Services (DHS), Med-QUEST Division (MQD).
   B. Department of Health (DOH), Family Health Services Division (FHSD).
5. Authority Cited:
   Title XIX of the SSA; Part C of the Individuals with Disabilities Education Act (IDEA); Hawaii Revised Statutes Section 321.357 - the Part C Early Intervention State Plan approved by the U.S. Department of Education under Part C of IDEA.

Summary Related to CMS Requirements:

6. Objectives:
   To provide Early Intervention Services to QUEST-eligible infants and toddlers.

7. Responsibilities: N/A

8. Services Provided by Agency:
   A. FHSD.
   1. Provide services to Hawaii QUEST clients between birth and age three who meet the eligibility requirements for developmentally delayed, biologically at risk and environmentally at risk.
   2. Provide Early Intervention Services excluded from the medical QUEST plan contracts.
   3. Determine the level, intensity, frequency, appropriateness, and service modality of Early Intervention Services to be provided.
   4. Implement a process for notification upon a denied authorization for services.
   5. Ensure that all families are informed regarding their rights when they disagree about services.
   6. Implement a process for notification of the recipient’s right to file for a State Fair Hearing.
   7. Ensure that policies and procedures are in place to support the Quality Assurance Plan (QAP).
   8. Ensure that early intervention providers meet appropriate qualifications.
9. Establish monitoring schedules and criteria and monitor early intervention providers.
10. Maintain records of covered services furnished to eligible children.
11. Ensure that medical and financial records are available for review by DHS or CMS.
13. Provide monthly submissions of provider network and encounter data to the MQD.
15. Provide information to inform recipients and their families covered under this MOA of their benefits.
17. Pay 100 percent of the State share for the services.
18. Reimburse DHS any amount disallowed by CMS.

B. Med-QUEST Division of DHS.
1. Pay DOH/FHSD according to the appropriate reimbursement rates.
2. Review the monthly rate on an annual basis.
3. Review the operations and policies of early intervention services.
4. Monitor DOH/FHSD to ensure its written QAP is implemented.
5. Ensure clients meet eligibility and enrollment criteria for Medicaid.
6. Ensure that enrollments and disenrollments are done accurately and in an efficient and timely manner.
7. Provide the DOH/FHSD staff with access to a mutually agreed-upon telephone or electronic system to ensure continuing eligibility of each client on a monthly basis.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8, Service A2, A5, A6, B5, B6, B7.

12. Reciprocal Referrals:
A. The DOH will make training available on an annual basis to all PCPs on the screening tools available for identifying infants and toddlers with developmental delays.
B. The DHS will inform all PCPs of the existence of this agreement and encourage them to take advantage of the training.
C. As a result of the developmental screening, or other obvious need for services, any PCP or QUEST plan can refer an infant or toddler to H-KISS for the assignment of an interim care coordinator and the initiation of services.
D. The care coordinator will identify the PCP for each QUEST-eligible infant or toddler. If the PCP did not refer the infant or toddler, the care coordinator will inform the PCP of the services being received by the child.
E. The care coordinator will invite the PCP to participate in the IFSP meetings and will provide each PCP with a copy of the child’s IFSP.

13. Coordinating Plans: N/A
14. **Reimbursement:**
The DOH shall submit a monthly invoice to DHS for Early Intervention Services provided to Medicaid infants and toddlers receiving services.
A. The DHS shall pay the DOH for the Federal share at the Hawaii Federal Medical Assistance Percentage (FMAP) in place for the month for which reimbursement is made. The DOH is responsible for the State share of the expenditures.
B. All Federal reimbursement funds received under this agreement will be deposited into the Early Intervention Special Fund.
C. The total amount of the MOA shall not exceed $2,500,000 in Federal funds per State fiscal year.
D. DOH/FHSD shall reimburse DHS any amount disallowed by CMS for services provided under this MOA.
E. If State and/or Federal regulations and/or QAP standards are not met, the MQD will provide DOH/FHSD with notice and such other due process protections as the State may provide. DOH/FHSD and DHS will collaborate to develop a Correction Action Plan that will include clearly stated objectives and time frames for completion.

15. **Reporting Data:** See Section 8, Service A10, A11, A12, A13.

16. **Review:** N/A

17. **Liaison:** N/A

18. **Evaluation:** N/A

19. **General Contract Provisions:**
termination of agreement
amendment/modification of agreement

**State: Idaho (Region 10)**

**Document:**
*Cooperative Agreement Between [the] Division of Health and Division of Welfare, Idaho Department of Health and Welfare*
**Author:** Idaho Department of Health and Welfare
**Date:** 1993 **Pages:** 7 pp.
**Document URL:** [http://www.mchlibrary.info/iaa/states/id_1_1.pdf](http://www.mchlibrary.info/iaa/states/id_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** January 6, 1994.
2. **Duration:** N/A [remains in effect as of 07/29/04].
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
(1) Idaho Department of Health and Welfare, Division of Health, Bureau of Maternal and Child Health (BMCH) [Title V].
(2) Idaho Department of Health and Welfare, Division of Welfare, Bureau of Medicaid Policy and Reimbursement (BMPR) [Title XIX].

5. **Authority Cited:** The Social Security Act (no title specified).

**Summary Related to CMS Requirements:**

6. **Objectives:**
A. To establish a cooperative and coordinative relationship between the Divisions and Bureaus in carrying out their mutual responsibilities in facilitating the provision of medical services to Idaho citizens.
B. To meet the requirements of the Social Security Act.

7. **Responsibilities:**
A. BMPR is often in the position of developing and implementing health policy which requires the knowledge and expertise of a variety of health professionals. It has a health professional staff who have special knowledge and expertise in rules and regulations concerning Medicaid programs and can provide consultation to the Bureau of MCH concerning Medicaid reimbursement for Title V and Title X MCH services.
B. The Division of Health has professionals on staff with knowledge and expertise in the area of MCH, health policy, etc. It can provide valuable consultation in drafting, developing, implementing, and monitoring certain aspects of some programs supported by the Bureau of Medicaid Policy and Reimbursement.

8. **Services Provided by Agency:**
A. **Mutual Responsibilities.**
1. Promote health services for all families in need of services.
2. Enhance and monitor perinatal care statewide.
3. Provide financial support/reimbursement to local health agencies, volunteer health agencies, and other groups and individuals engaged in the delivery of health services to mothers and children.

B. **Division of Health, BMCH.**
1. Needs assessment: collect and analyze health data. Identify needs.
2. Program planning: Serve as a focal point for statewide planning of health education, disease prevention, diagnosis, treatment, and rehabilitative services for mothers and children (including providing technical assistance in developing referral forms).
3. Program services implementation: monitor implementation of the statewide perinatal care improvement plan.
4. Program quality assurance: provide input into the development of standards and guidelines and provide training to MCH health care providers.
5. Program evaluation: plan, collect, analyze, interpret, and report data demonstrating the effectiveness of MCH services and the impact on the health status of mothers and children.
6. Assist Medicaid in provider relations with physicians and other health care providers.
7. Conduct outreach with potential clients.
8. Promote “one stop shopping” program services.
9. Use Medicaid funding to contract for development, implementation, and direction of an EPSDT Provider Training Program for registered nurses.

C. BMPR.
1. Medicaid utilization control and review: collect and analyze expenditure data for Medicaid-covered services; develop, implement, and monitor Medicaid provider and contract agreements; and investigate inappropriate billing/utilization of Medicaid reimbursement.
2. Coordinate with other bureaus within the Division of Welfare to facilitate referrals to WIC and other MCH Programs.
3. New or revised service coverage or program changes: develop and promulgate regulations governing new/revised Medicaid-covered services; coordinate with BMCH regarding changes; inform BMCH and providers of changes; and inform Regional Welfare program Managers of changes.
4. Financial arrangements: activities requested and performed are outlined in Appendix A.

9. Cooperative Relationships:
BMPR and BMCH will jointly participate in implementation of collaborative services, such as an outreach campaign and a toll-free information line and referral service.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
A client whose eligibility has been established in the Medicaid program is ensured income eligibility for the WIC program. See Section 8, Service B7 and Section 13 for outreach.

12. Reciprocal Referrals:
Intake staff for each program shall inform clients about the availability of the other program’s services. Also see Section 8, Service B2 and C2 and Section 13.

13. Coordinating Plans: See Section 8, Service B9 for coordination of EPSDT.

14. Reimbursement: See Section 8, Service C1, C4, and Appendix A.

15. Reporting Data:
Each bureau will maintain records required and provide summary reports and program procedural manuals to the other agency. Also see Section 8, Service C1.

16. Review: N/A

17. Liaison:
Meetings between program managers and bureau chiefs will take place at least semiannually to review progress toward meeting mutual objectives. Central office bureau chiefs of the respective
programs shall promote liaison between the regional directors and the district health department directors.

18. **Evaluation:**
Evaluation of policies that affect the agreement shall be accomplished during special meetings. Also see Section 8, Service B5.

19. **General Contract Provisions:** N/A

**State: Illinois (Region 5), document 1 of 2**

---

**Document:**
Agreement Between Illinois Department of Public Aid and Illinois Department of Human Services - Office of Family Health Regarding the Maternal and Child Health Program

**Author:** Illinois Department of Public Aid

**Date:** 2000    **Pages:** 10 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/IL_1_2.pdf](http://www.mchlibrary.info/iaa/states/IL_1_2.pdf)

---

**Contractual Details:**

1. **Effective Date:** May 14, 2000.
2. **Duration:**
   Either party may terminate at midnight on June 30 of any year with 360 days written notice to the other.
3. **Type of Agreement:** Interagency Agreement.
4. **Agencies Involved:**
   A. Illinois Department of Public Aid (DPA) [Title XIX].
   B. Illinois Department of Human Services - Office of Family Health (DHS-OFH) [Title V].
5. **Authority Cited:** N/A

**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To delineate respective roles, responsibilities, and financial obligations associated with the administration of the Medical Programs.
   B. To provide mutually agreed upon support functions to the Medical Programs.
   C. To maintain clear communication between the agencies in the interest of the mutual clients.
   D. To relate specifically to (a) the outreach and case management services of the MCH population and (b) the facilitation of the claim for Federal matching funds for the efficient and effective administration of the State Plan.

7. **Responsibilities:** N/A
8. Services Provided by Agency:
   A. Mutual Services.
   1. Develop interagency procedures to facilitate the necessary implementation of the Program Agreement and to include the procedures in their respective policy manuals.
   2. Designate a liaison person from the central administrative offices for regular interagency communications.

   B. DHS-OFH.
   1. Request and obtain the necessary appropriation for outreach and case management activities.
   2. Submit to DPA quarterly estimates of the claims to be submitted in the next quarter.
   3. Ensure that the MCH program adheres to requirement for participation.
   4. Direct the use and distribution of the funds appropriated to it.
   5. Be responsible for the certification that the claims for FFP submitted are for expenses that have been paid prior to submittal as well as that the claims are the actual costs.
   6. Provide to DPA all documents and other necessary information to allow DPA to submit the claim for payment.
   7. Provide payment to agencies performing outreach activities.
   8. Provide payment to agencies performing case management activities.
   9. Perform quality assurance activities.
   10. Provide DPA with a fiscal year summary report.
   11. Provide to each MCO a monthly report.
   12. Submit to DPA a draft of the next fiscal year Family Case Management Contract Attachment.

   C. DPA.
   1. Maintain a hotline to address case management client concerns.
   2. Provide to DHS-OFH a data information exchange.
   3. Provide to the local health departments data relative to children enrolled in the Medical Programs within their jurisdiction to increase EPSDT participation, including immunizations and lead screening.
   4. Inform DHS-OFH of pending termination proceedings against certified providers.
   5. Draw the eligible amounts of Federal monies for the applicable services.
   6. Monitor the operation of services reimbursed.
   7. Maintain responsibility for the coordination and implementation of State and Federal audit requirements relative to the Medical Programs.
   8. Furnish DHS-OFJ data, reports, and information as may be required to ensure satisfying State and federal fiscal responsibility requirements.
   9. Furnish DHS-OFH appropriate claims and eligibility information.


10. Services Provided by Local Agencies: See Section 8, Service C3.

11. Identification and Outreach:
The covered services for this Agreement are (a) outreach to persons who are potentially
eligible for services under the Medical Programs and (b) case management to identified MCH populations and chronically ill adults who are eligible for services under the Medical Programs.

12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:** See Section 8, Service A1.

14. **Reimbursement:** See Section 8, Service B2, B4, B5, B6, B7, B8, C5.

15. **Reporting Data:** See Section 8, Service B10, B11, B12, C2, C3, C4, C8, C9, C10.

16. **Review:**
This Program Agreement shall be periodically reviewed as follows:
A. Annual Basis: At least once a year the entire Program Agreement shall be reviewed. Such review shall be for the purpose of continuing the Program Agreement, maintenance of the Medical Programs Guide, and/or including clarifications as may be necessary.
B. Periodic Review: At the request of either agency, a formal review may be scheduled to modify, amend, or terminate this Program Agreement, and/or modify or amend the Programs Guide.

17. **Liaison:** See Section 8, Service A2.

18. **Evaluation:**
Any changes to this Program Agreement shall be subject to interagency discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

19. **General Contract Provisions:**
- audit
- amendment/modification of agreement
- termination of agreement
State: Illinois (Region 5), document 2 of 2

Document:
Intergovernmental Agreement between the Illinois Department of Public Aid and the Board of Trustees of the University of Illinois Regarding the Division of Specialized Care for Children

Author: Illinois Department of Public Aid
Date: 2004 Pages: 9 pp.

Document URL: http://www.mchlibrary.info/iaa/states/IL_2_2.pdf

Contractual Details:

1. Effective Date: July 1, 2004.
3. Type of Agreement: Intergovernmental Agreement.
4. Agencies Involved:
   A. Illinois Department of Public Aid (DPA) [Title XIX].
   B. Board of Trustees of the University of Illinois on behalf of the University of Illinois at Chicago (UIC) Office of the Vice Chancellor Health Affairs, Division of Specialized Care for Children (OVCHA/DSCC) [Title V].
5. Authority Cited:
   Article 7, Section 10(a) of the Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

Summary Related to CMS Requirements:

6. Objectives:
   To provide for effective and efficient administration of the respective programs by coordinating certain duties.

7. Responsibilities:
   A. DPA is responsible for administering the Medical assistance (Medicaid) program.
   B. OVCHA/DSCC is responsible for administering the CSHCN program.

8. Services Provided by Agency:
   A. Mutual Services.
      1. Assign responsibilities to staff related to the operation and evaluation of this Agreement.
      2. Coordinate internal and intergovernmental procedures to facilitate implementation of this Agreement.
      3. Ensure confidentiality.
   B. OVCHA/DSCC.
      1. Accept referrals for development and application for waiver services.
      2. Provide an appropriate professional case administrator for every referral accepted.
      3. Gather all reports and information to prepare a comprehensive individual waiver application.
      4. Develop an individual service plan as agreed to by the child’s community physician.
5. Submit to DPA the completed application and Medical Plan of Care (MCP).
6. Clarify any components of the application questioned by DPA.
7. Implement and case administer the prescribed individual service plan.
8. Notify DPA of any change in the status of the child.
10. Advise DPA prior to implementing any change in policy.
11. Notify DPA and all waiver participants 6 months in advance if it intends to discontinue participation.
12. Forward all necessary documentation to process payments to all nursing agencies providing services to participants in the waiver.
13. Provide to DPA all information to allow DPA to claim FFP for those services.
14. Update each MPC and submit revised information, etc.

C. DPA
1. Provide consultation and TA to OVCHA/DSCC.
2. Process all applications for the waiver.
3. Notify OVCHA/DSCC and the child’s guardians of its decision.
4. Withdraw approval when notified by OVCHA/DSCC that case administration has been withdrawn.
5. Provide access to fair hearings for any waiver participant wishing to contest.
6. Provide to OVCHA/DSCC all necessary information to provide program and case administrative services for the waiver.
7. Provide OVCHA/DSCC with necessary computer access.
8. Assist OVCHA/DSCC in preparing the cost allocation plan.
9. Submit expenditures for FFP and deposit the resulting federal reimbursement into the General Revenue Fund. Determine the amount to be credited to OVCHA/DSCC. Directly reimburse DSCC the appropriate costs.
10. Submit all necessary documentation in order that claims submitted will be paid, etc.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8, Service B3.


13. Coordinating Plans: N/A

14. Reimbursement:
A. OVCHA/DSCC shall submit to the Comptroller of the State claims for nursing care provided to children in the waiver program.
B. DPA shall designate OVCHA/DSCC as its fiscal agent for said purpose and grants OVCHA/DSCC’s designees the authority to pay claims for nursing services.
C. OVCHA/DSCC shall provide DPA records of all payments made.
D. OVCHA/DSCC shall monitor signature authority, etc.
15. **Reporting Data:** See Section 8, Service B12, B13.

16. **Review:**
This Agreement may be reviewed periodically and, if necessary, amended upon mutual agreement of the parties. Any amendments shall be in writing and signed by the authorized representative of each party.

17. **Liaison:** N/A

18. **Evaluation:** See Section 16.

19. **General Contract Provisions:**
- amendment/modification of agreement
- failure to satisfy SOW
- maintenance of records/recordkeeping
- termination of agreement

**State: Indiana (Region 5)**

**Document:**
*Memorandum of Understanding between Indiana State Department of Health and Indiana Office of Medicaid Policy and Planning for Data Sharing*

**Author:** Indiana State Department of Health

**Date:** 2003  **Pages:** 28 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/in_1_1.pdf](http://www.mchlibrary.info/iaa/states/in_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** August 15, 2003.
2. **Duration:**
   Shall remain in effect until terminated or modified. Either party may terminate this Agreement through written notice to the other, at least 30 days prior to the effective date of such termination.

3. **Type of Agreement:** Memorandum of Understanding.

4. **Agencies Involved:**
   A. Indiana State Department of Health (ISDH) [Title V].
   B. Indiana Office of Medicaid Policy and Planning for Data Sharing (OMPP) [Title XIX].

5. **Authority Cited:**
   42 CRF 431.615 and with current federal policy regarding Title XIX and Title XXI coordination and IAAs.

**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To promote high quality healthcare and services for program members.
B. To comply with applicable State and Federal statutes, regulations, and guidelines, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
C. To specify the reimbursement and financial arrangements applicable in carrying out agreed upon administrative activities.
D. To assist local communities in developing cooperative relationships among local agencies and local providers.
E. To minimize service delivery duplication and fragmentation.
F. To promote timely sharing of programmatic data to support the business needs of the agencies and to support the evolving role of the State government in assuring appropriate, accessible, cost-effective care for vulnerable populations.
G. To improve the health status of Indiana residents by ensuring early intervention and the provision of preventative services, health examinations, and necessary treatment and follow-through care.

7. Responsibilities: N/A

8. Services Provided by Agency:

I. Coordination.

A. Mutual Services.
1. Work collaboratively to improve the health of Indiana residents.
2. Work collaboratively to improve the availability and quality of comprehensive health care and nutritional services.
3. Ensure that Title V, Title XIX, Title XXI, and WIC services are consistent with the needs of the participants and the programs’ objectives and requirements.
4. Coordinate program initiatives to avoid duplication of efforts among agency programs.
5. Assign staff for coordination and planning activities and maintain representation on committees to ensure coordination of collection of data.
6. Work collaboratively in the development of mutually acceptable member and population objectives and outcome measures to be tracked on a routine basis.
7. Share and review results of any study or analysis based on shared participant data in accordance with HIPAA regulations.
8. Consult regarding the integration of public health services into the managed care programs and disease management programs for members covered by OMPP programs.
9. Collaborate to maximize State resources in maintaining compliance to HIPAA.
10. Coordinate administrative reimbursement for blood-lead testing and related supplies for Medicaid enrollees.

B. ISDH.
1. Develop and monitor ISDH services, policies, and quality of care assessment activities that include establishing professionally recognized protocols and standards of care, personnel standards, and tracking systems for programs receiving reimbursement from OMPP.
2. Review and provide comment to proposed managed care contract elements, disease management programs, vendor selection, and negotiations, and participate in ongoing monitoring of compliance upon request by OMPP.
3. Inform local MCH, WIC, and CSHCS offices and local health departments of the Agreement and of the responsibilities of the local program staff affected by this Agreement.

C. OMPP.
1. Furnish the ISDH with updated listings of enrolled IHCP providers.
2. Consult, as needed, with the ISDH to receive input on public health care issues relevant to managed care program and disease management services.
3. Inform the county DFC office of the establishment of this Agreement and of the responsibilities of the county department personnel as affected by this Agreement.
4. Inform the contracted providers of the establishment of this Agreement of the responsibilities of the providers as affected by this agreement.

II. Confidentiality.

A. Mutual Services.
1. Comply with all applicable State and Federal laws, regulations, and rules regarding confidentiality of participant information, ensuring that information is disclosed only for purposes of activities necessary for administration of the respective program(s) and for audit and examination authorized by law.
2. Establish administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

III. Data Sharing.

A. Mutual Services.
1. Work together to improve the State’s capacity to integrate data, link data files, and to utilize program data to improve program administration and outcomes.
2. Work collaboratively in the development of performance measures that rely on linked data as a means of better understanding the needs of vulnerable populations and targeting resources to them more effectively.
3. Collaborate among programs to guide the permissible sharing and dissemination of data for program administration, policy development, and to carry out the responsibilities listed in this Agreement.
4. Implement processes to ensure data sharing requests are in compliance with HIPAA and applicable State and Federal statutes, regulations, and guidelines.
5. Assign specific program designees to accept and coordinate all data request from each respective agency in accordance with individual program procedures and protocols.
6. Provide specific agreed upon program data necessary for program monitoring and evaluation.

B. ISDH.
1. Work collaboratively by providing, in compliance with HIPAA regulations, the necessary client data files and vital records data to facilitate client care administration and to permit matching of population-based and other programmatic data files for evaluation purposes.
2. Cross-match computerized participant files to generate lists of newly enrolled members who are not participating in all potential services to increase service coordination efforts.
3. Provide data through standard reports about population-based health care assessments.
4. Collaborate with IHCP to determine joint outcome indicators and objectives to be evaluated regularly.

C. OMPP.
1. Work collaboratively by providing, in compliance with HIPAA regulations, the necessary client data files and vital records data to facilitate client care administration and to permit matching of population-based and other programmatic data files for evaluation purposes.
2. Provide specified demographic data summaries regarding populations served by Title V programs needed to fulfill Title V Federal reporting requirements and to track MCH-related Healthy People 2010 Objectives.
3. Make available each month to the WIC-contracted computer firm the names of newly certified IHCP beneficiaries to be used for eligibility determination.

IV. Reimbursement.

A. Mutual Services.
1. Establish a mutually agreeable methodology and protocols for receiving Federal financial participation for approved costs incurred by the ISDH in sharing data.
2. Maintain and/or provide documentation of financial data and monitoring of records required to support program reimbursement.
3. Implement procedures to track, collect, or disseminate payments.
4. Provide assistance and information to resolve issues relating to billing and reimbursement for the cost of sharing data.

B. ISDH.
1. Provide required financial and statistical data to document costs of data sharing activities.
2. Maintain and furnish upon request appropriate records and data as necessary or required by OMPP to document requested reimbursement for data sharing activities to ensure that OMPP will be able to collect Federal match dollars.
3. Conduct internal auditing to ensure accurate submission of claims for data sharing activities.
4. Contribute the State match for Federal reimbursements for ISDH-operated programs claimed under this Agreement for administrative activities.

C. OMPP.
1. Provide timely reimbursement for costs of agreed upon data sharing activities allowable under Federal regulations.

9. Cooperative Relationships:
Coordination is woven through Section 8 by listing activities for collaboration between agencies under each main task.

10. Services Provided by Local Agencies: See Section 8, Service IB3, IC3.

11. Identification and Outreach: N/A
12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:**
Coordination is woven through Section 8 by listing activities for collaboration between agencies under each main task.

14. **Reimbursement:** See Section 8, Service IV.

15. **Reporting Data:** See Section 8, Service III.

16. **Review:** See Section 17.

17. **Liaison:**
The State Health Commissioner and the Director of the OMPP shall designate contact persons for purposes of regular communication or inquiries between the agencies regarding each agency’s responsibilities under this Agreement.

The liaison persons shall oversee the investigation of any problem that arises from the operation of this Agreement. They shall mutually conduct an annual review of the effectiveness and shall initiate jointly any amendments to the Agreement.

18. **Evaluation:** See Section 17.

19. **General Contract Provisions:**
- amendment/modification of agreement
- termination of agreement
- confidentiality of records/HIPAA
- dispute resolution mechanism

**State: Iowa (Region 7), document 1 of 4**

**Document:**
*Cooperative Agreement Between the Iowa Department of Human Services and the University of Iowa On Behalf of Child Health Specialty Clinics*

**Author:** Iowa Department of Human Services

**Date:** 2004    **Pages:** 14 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/IA_1_4.pdf](http://www.mchlibrary.info/iaa/states/IA_1_4.pdf)

**Contractual Details:**

1. **Effective Date:** July 1, 2004.
2. **Duration:** July 1, 2004 - June 30, 2005.
3. **Type of Agreement:** Cooperative Agreement.
4. Agencies Involved:
   A. The State of Iowa Department of Human Services (DHS) [Title XIX].
   B. Child Health Specialty Clinics (CHSC) [Title V].

5. Authority Cited:
   B. CHSC: Iowa Administrative Code, Chapter 76, Section 641 (76.1 - 76.17).
   C. 42 U.S.C., Section 1396d(r).

Summary Related to CMS Requirements:

6. Objectives:
   To define the responsibilities of the parties in assessment, planning, and care coordination activities related to the recipients of EPSDT and the HCBS-IH programs of the Iowa T19 program.

7. Responsibilities:
   CHSC is responsible for providing services in accordance with defined performance expectations and employing staff that can provide DHS with technical assistance and consultation regarding children, under the age of 21, with complex special health care needs.

8. Services Provided by Agency:
   Each service below contains multiple sub-tasks in the original Agreement, which have been omitted for clarity. See Agreement for full-text.

   A. CHSC.
      1. Provide needed services to recipients of the Title XIX programs who are children with complex special health care needs.
      2. Assist DHS as needed or requested, for administration and quality assurance purposes.
      3. Provide DHS with reports on MCH performance measures.
      4. Assist in eligibility determination and service provision.

9. Cooperative Relationships:
   CHSC shall work in collaboration with agencies that participate in the HCBS-IH Waiver program or who serve as EPSDT providers.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
    CHSC shall explain to interested families the HCBS-IH Waiver program and/or the EPSDT program and/or other DHS programs.

12. Reciprocal Referrals:
    CHSC shall provide resource and referral information, i.e., refer the child and family to appropriate services.
13. Coordinating Plans:
CHSC shall consult with DHS staff to determine if the HCBS-IH Waiver and EPSDT provider qualifications and conditions of the program, including services, are being met.

14. Reimbursement:
CHSC will be paid for services provided a fee not to exceed $853,1044 for the Agreement period of 07/01/04 - 06/30/05. The agreement will allow reimbursement of travel expenses. Expenses for meetings, including meals, will be reimbursed at cost.

15. Reporting Data:
CHSC shall submit detailed invoices on a quarterly basis for services rendered. The supporting documentation will be available for audit purposes. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation.

16. Review: N/A

17. Liaison:
CHSC shall serve on the EPSDT/Care for Kids Advisory and the HCBS-IH Waiver Advisory Committees of DHS and related committees.

18. Evaluation: N/A

19. General Contract Provisions:
default
lack of funds
nondiscrimination
tobacco
termination of agreement
failure to satisfy SOW
confidentiality of records/HIPAA
maintenance of records/recordkeeping
State: Iowa (Region 7), document 2 of 4

Document:
Iowa Department of Human Services and Iowa Department of Public Health Cooperative Agreement
Author: Iowa Department of Human Services
Date: 2004   Pages: 11 pp.

Contractual Details:

1. **Effective Date:** July 1, 2004.
2. **Duration:** July 1, 2004 - June 30, 2005.
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
   A. The State of Iowa Department of Human Services (the “Department” or DHS) [Title XIX].
   B. The State of Iowa Department of Public Health (IDPH) [Title V].
5. **Authority Cited:**
   A. DHS: 42 CFR 431.615; CFR 441.61.
   B. IDPH: SSA 1902(a)(11); 1902(a)(1)(A) or (B).

**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To ensure the availability of comprehensive, cost-effective, and quality medical care for the mutual beneficiaries.
   B. To ensure the following:
      1. A mutually agreed-upon goal and set of objectives.
      2. A definition of the scope of services provided by State and local agencies and the criteria each party utilizes in determining eligibility for benefits.
      3. The development of a cooperative and collaborative relationship at the State level.
      4. A delineation of the mutual and individual responsibilities of the parties to eligible beneficiaries.

7. **Responsibilities:**
   A. Title XIX is responsible for the following services: physician; dentist; dental hygienist; prescription drugs; chiropractors; rural health clinics; federally qualified health centers; optometrists/opticians; ambulance; medical transportation; ambulatory surgical centers; podiatrists; orthopedic shoes; occupational therapy and speech therapy; physical therapy; hearing aids; home health agencies; medical equipment; family planning clinics; maternal health centers; psychologists; community mental health centers; independent laboratories; EPSDT; birth centers; nurse midwives; family and pediatric nurse practitioners; area education agencies; infant and toddler program; local education agencies; rehabilitation services for people with chronic mental illness; rehabilitative treatment services; lead investigation services; hospitals; nursing facilities; home and community based services.
B. Title V is responsible for the following services: child health services; hawk-i outreach program; maternal health services; Iowa Barriers to Prenatal Care project; family planning services; dental health genetic services; WIC services; public health nursing and home care aides.

8. Services Provided by Agency:

A. Objective I: To increase the utilization of Title XIX, Title X, WIC, Title V, and Title XXI programs by mutual efforts of both state agencies.

1. DHS Shall:
   a. Inform DHS applicants who are women ages 15 - 44 and children ages 0 - 21 of Title V programs in their community.
   b. Notify individuals in the State who are determined to be eligible for medical assistance and who are pregnant women, breastfeeding or postpartum women or children below the age of 5 of the availability of WIC services.
   c. Furnish local Title V programs with DHS application forms and brochures explaining application, eligibility, and services.
   d. Furnish financial support for transportation of Title XIX clients to local family and child health services.
   e. Administer the Title XXI program.

2. IDPH shall:
   a. Refer all patients potentially in need of social services to local DHS offices for assistance and require Title V funded maternal health centers to participate in presumptive eligibility.
   b. Provide potentially eligible patients with DHS application and brochures.
   c. Furnish local DHS offices with brochures and other information explaining eligibility for Title V and WIC services locally available.
   d. Furnish written information that the Medicaid program can send to recipients concerning the availability of family and child health services.

B. Objective II: To maximize resources and expertise of IDPH and DHS in order to increase the quality and continuity of care of eligible clients.

1. DHS shall:
   a. Furnish IDPH with Title XIX provider manuals as requested.
   b. Issue Title XIX vendor numbers to maternal health centers, child health centers, and lead investigation agencies that meet family and child health standards.
   c. Provide training and TA to family and child health staff on federal laws and regulations governing Medicaid coverage and eligibility.
   d. Coordinate and collaborate with family and child health and other state level entities involved in providing services to mothers and children around planning, financing, implementing, and evaluating of Medicaid services utilized by this population group.

2. IDPH shall:
   a. Request Title XIX provider manuals as needed.
   b. Develop standards and implement an accreditation process for maternal health centers, child health centers, and lead investigation agencies to ensure consistency and quality care throughout Iowa.
   c. Provide training and TA to DHS staff on federal laws and regulations governing IDPH
programs.
d. Coordinate and collaborate with DHS and other state level entities involved in providing services to mothers and children around the planning, financing, implementing, and evaluating health services utilized by this population group.

9. Cooperative Relationships:
Policy decisions necessary for the implementation of this Agreement shall be developed through a communicative relationship between the parties to this Agreement. The appropriate division directors must approve in writing all mutually agreed-upon decisions.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
The parties to this agreement ensure that their staff or agencies they contract with for direct services will inform and refer Medicaid eligible persons under 21 for screening, diagnostic, and treatment services.

12. Reciprocal Referrals:
Each party will specify the referral mechanisms utilized to refer to each of the parties respective programs.

13. Coordinating Plans:
Ongoing communication between state level staff responsible for planning, financing, implementing, and evaluating health care services will occur so that a coordinated system can be ensured.

14. Reimbursement:
Each of the parties to this agreement shall continue to cooperated in their usual and customary fiscal relationship to ensure federal dollars will be used more productively. It is intended that WIC funds will be the first and primary source of payment for nutritional products and services for persons eligible for WIC services. Title XIX will be the primary source of payment for Title XIX medical services provided to mutual beneficiaries through Title V providers.

15. Reporting Data:
IDPH shall maintain records (both billing and service) which sufficiently and properly document all charges billed to the Department.

16. Review:
See Section 18.

17. Liaison:
Specific mechanism not addressed, although collaboration and coordination are woven throughout Section 8.
18. **Evaluation:**
This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.

19. **General Contract Provisions:**
- amendment/modification of agreement
- termination of agreement
- tobacco
- nondiscrimination
- confidentiality of records/HIPAA
- maintenance of records/recordkeeping
- lobbying

**State: Iowa (Region 7), document 3 of 4**

**Document:**
*Iowa Department of Human Services and Iowa Department of Public Health EPSDT Program*

**Author:** Iowa Department of Human Services

**Date:** 2004  **Pages:** 7 pp.


**Contractual Details:**

1. **Effective Date:** July 1, 2004.
2. **Duration:** July 1, 2004 - June 30, 2005.
3. **Type of Agreement:** Agreement.
4. **Agencies Involved:**
   A. The State of Iowa Department of Human Services (DHS) [Title XIX].
   B. The State of Iowa Department of Public Health (IDPH) [Title V].
5. **Authority Cited:** N/A

**Summary Related to CMS Requirements:**

6. **Objectives:**
To retain IDPH to coordinate administration of the EPSDT program in order to:
   A. Develop and maintain local capability for conducting screening examinations required under the EPSDT program.
   B. Increase program efficiency and effectiveness by ensuring that needed services are provided timely and efficiently.
   C. Develop and maintain local capacity for MCH Services and to provide Medicaid information and care coordination to EPSDT clients.
   D. Develop a cooperative and collaborative relationship at all levels to prevent duplication of services.
7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   A. **IDPH.**
   1. Determine if local agencies requesting to be screening centers meet the recommended standards of medical practice established by the program, etc.
   2. Provide consultation and TA in communities in assessing local needs for EPSDT services.
   3. Implement the EPSDT program through contracts established with Title V agencies.
   4. Provide consultation and TA to schools and Area Education Agencies in investigating participation in EPSDT activities.
   5. Provide continued TA to MCH Centers conducting cost analyses to determine the cost of providing services in order to promote more cost efficient services.
   6. Provide consultation and TA to communities in assessing local needs for Administrative Medicaid Claiming.
   7. Coordinate meetings with DHS for Prevention for Disability Policy Council and other health care providers to facilitate coordinated efforts.
   8. Provide TA for targeted issues such as immunization, lead screening, developmental screening, and newborn hearing screening.
   9. Assist the editor of the EPSDT Care for Kids newsletter.
   10. Participate in planning and implementing the Medicaid Enterprise Activities.
   11. Provide an annual report which identifies the activities provided in the previous year.

   B. **DHS.**
   1. Reimburse EPSDT screening centers for the full cost of providing screening, outreach, and care coordination.
   2. Provide to IDPH a daily list of Medicaid clients who are eligible for EPSDT outreach and care coordination services.
   3. Maintain a vendor number for IDPH and provide a vendor number to screening centers.
   4. Submit this Agreement to CMS.

9. **Cooperative Relationships:** N/A

10. **Services Provided by Local Agencies:** See Section 8, Service A1.

11. **Identification and Outreach:** See Section 8, Service A2, A4, A5, A6.

12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:** N/A

14. **Reimbursement:**
IDPH will be paid for the services described in Section 8 a fee not to exceed $310,175 for the Agreement period. Claims shall be submitted quarterly.

15. **Reporting Data:** See Section 8, Service A11, B2.
16. Review: N/A

17. Liaison: See Section 8, Service A10.

18. Evaluation: N/A

19. General Contract Provisions:
lack of funds
tobacco
lobbying
termination of agreement
failure to satisfy SOW
confidentiality of records/HIPAA

State: Iowa (Region 7), document 4 of 4

Document:
Iowa Department of Human Services and Iowa Department of Public Health Outreach

Author: Iowa Department of Human Services

Date: 2004   Pages: 5 pp.


Contractual Details:

1. Effective Date: July 1, 2004.
3. Type of Agreement: Agreement.
4. Agencies Involved:
   A. The State of Iowa Department of Human Services (DHS) [Title XIX].
   B. The State of Iowa Department of Public Health (IDPH) [Title V].
5. Authority Cited: N/A

Summary Related to CMS Requirements:

6. Objectives:
   To provide outreach services to women and children who are or may be Medicaid eligible.

7. Responsibilities: N/A

8. Services Provided by Agency:
   A. IDPH.
      1. Maintain a toll-free number that women and families can contact and receive information from appropriately trained personnel who provide information and referrals for prenatal care,
family planning, and well-child services.
2. Assess the adequacy of the medical care and other services the woman or child utilizing the line is receiving and distribute health information concerning medical services that would meet the woman’s or child’s individualized needs.
3. Conduct a minimum of 4 health education activities that link the target population with available health services. Health education activities will be mutually agreed upon by the Title V director and the EPSDT program specialist.
4. Submit an annual report combined with the EPSDT program report which identifies the activities provided in the previous year. This report will contain information on the outreach activities that occurred, the number of toll-free calls received, and other activities provided.

B. DHS.
1. Claim a Federal match for the funds expended and remit this match to IDPH.
2. Submit this agreement to CMS. Expenditures for outreach activities will be eligible for a 50 percent Federal match through the Medicaid program if approved by CMS.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
The focus of this document is outreach; thus, outreach activities comprise the bulk of Section 8.


13. Coordinating Plans: See Section 8, Service A3.

14. Reimbursement:
IDPH will be paid for the services described in Section 8 a fee not to exceed $124,066 for the Agreement period. IDPH shall submit detailed invoices on a quarterly basis for services rendered.

15. Reporting Data: See Section 8, Service A4.

16. Review: N/A

17. Liaison: N/A

18. Evaluation: N/A

19. General Contract Provisions:
lack of funds
  tobacco
  lobbying
  amendment/modification of agreement
termination of agreement
failure to satisfy SOW
confidentiality of records/HIPAA

State: Kansas (Region 7)

Document:
Cooperative Agreement between the Kansas Department of Health and Environment and the Kansas Department of Social and Rehabilitation Services
Author: Graeber, CD and Schalansky, J
Date: 2002  Pages: 41 pp.
Document URL: http://www.mchlibrary.info/iaa/states/ks_1_1.pdf

Contractual Details:

1. Effective Date: Upon signature by the Secretaries of both agencies (04/03/2002).
3. Type of Agreement: Interagency Agreement.
4. Agencies Involved:
   A. Kansas Department of Health and Environment (KDHE).
   B. Kansas Department of Social and Rehabilitation Services (SRS).
5. Authority Cited:
   A. Legislative.
      1. Section 1902(a)(11)(A), (B); 1905(a)(4)(B) of the SSA.
   B. Regulatory.
      1. 42 CFR 431.615; 34 CFR 303.321, 522, and 527; 7 CFR 246.4(a)8, (b)1.
      2. The Food, Agriculture, Conservation and Trade Act of 1990 (Farm Bill).

Summary Related to CMS Requirements:

6. Objectives:
   A. To provide an integrated system of high quality, comprehensive health services to citizens of Kansas, many of whom are underserved.
   B. To ensure a mutually agreed upon goal and set of objectives that delineates both the mutual and individual responsibilities of the parties in the provision of services.
   C. To ensure a definition of the scope of services provided either on-site or by referral.
   D. To ensure the development of a cooperative relationship at the state level.
   E. To ensure a joint plan to establish a fiscal protocol that will maximize utilization of funds in providing services to consumers.

The potential benefits from cooperation between KDHE and SRS include the following:
1. Promotion of continuity of care.
2. Sharing of medical, social, and technical expertise through staff consultations.
3. Reduction of duplication of effort.
4. Efficient allocation of resources based on need.
5. Utilization of Title V overmatch to provide Title XIX services.
6. Achievement of greater accountability in regard to outcome.

7. Responsibilities:
KDHE and SRS have authority and responsibility for the administration of health programs including Title V and Title XIX as well as programs such as Food Stamp, Farmworker, Refugee, family planning, WIC, Kansas Infant-Toddler services, and immunization.

8. Services Provided by Agency:
KDHE and SRS agree to very detailed services under each of the following areas:

A. General MCH Services.
   1. Health Care Services.
   2. Program Information and Service.
   3. Collaboration, Consultation, and Continuing Education.
   4. Fees and Reimbursement.

B. The Kan-Be-Healthy (EPSDT) Program.
   1. General Services.
   2. Expanded Nutrition Services for High Risk Consumers.

C. Services for CSHCN.
   1. General Services.
   2. Medicaid Managed Care Services.
   4. Rehabilitation Services.

D. Prenatal Health Promotion/Risk Reduction.
   1. General Services.
   2. Expanded Nutrition Services for High Risk Pregnant Women.

E. Newborn/Postpartum Home Visit.

F. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

G. Commodity Supplemental Food Program (CSFP).

H. Family Planning.

I. Farmworker Health.

J. Refugee Health.

K. Services for Tuberculosis.
L. Immunizations.

M. Substance Abuse Services.
1. Consultation and Continuing Education.
2. Treatment Services.
3. Fees and Reimbursement.

N. Toll-Free Telephone Number.

O. Teen Pregnancy Case Management Project.

P. HIV/STD Programs and Services.
1. Program Information and Services.
2. Consultation and Continuing Education.
4. Fees and Reimbursements.

Q. Quality Assurance.

R. Kansas Infant-Toddler Services.

S. Breast and Cervical Cancer.

Outcome measures are provided for each of these areas.

9. Cooperative Relationships:
A committee shall be appointed to ensure coordination between the State Title V Assurance Statement and the Title XIX State Plan. Appointment, by the Secretaries, of at least one (1) representative shall constitute the membership of this committee. The committee shall meet at the request of either agency Secretary or designee, or at least annually, to permit the parties to this Agreement to provide input, to resolve any problems/issues which may arise, to review, evaluate, and make recommendations to the Secretaries regarding the conditions outlined in other sections of this Agreement.

10. Services Provided by Local Agencies:
KDHE must encourage local health departments and agencies to provide follow-up and outreach activities for Medicaid consumers. SRS must work with KDHE and local providers to resolve barriers to health care services.

11. Identification and Outreach:
KDHE must promote early identification and referral of individuals to SRS who may be eligible for Medicaid benefits and must provide state and local SRS offices with MCH program brochures for distribution to Medicaid consumers.
12. **Reciprocal Referrals:**
Each party to this Agreement will establish a system of referrals for those services not directly rendered by the agency, but which are essential to meet the individual’s need. To the degree possible, these referrals will be made at the time of client contact. Programs such as the supplemental nutrition program for WIC, Food Stamps, and Healthy Start will fall into this category.

13. **Coordinating Plans:**
KDHE and SRS must participate in cooperative program planning and monitoring of MCH services covered by XIX.

14. **Reimbursement:**
Unless there are other third party resources, SRS shall reimburse eligible providers for any service covered under the State Medicaid Plan for eligible Medicaid consumers. Services provided to consumers covered under managed care programs will be paid in accordance with managed care guidelines. Title XIX funds shall be the first and primary source of payment for medical services provided to mutual beneficiaries of the Title V and Medicaid Programs.

15. **Reporting Data:**
KDHE will provide SRS with documentation of Title V overmatch and will report documented concerns relating to health services availability and barriers for Medicaid consumers.

16. **Review:**
See Section 9 for a detailed description of the review and evaluation process.

17. **Liaison:**
Continuous liaison among the parties to the Agreement shall be the responsibility of the Secretaries or their appointed staff designees.

18. **Evaluation:**
See Section 9 for a detailed description of the review and evaluation process.

19. **General Contract Provisions:**
dispute resolution mechanism
confidentiality of records/HIPAA
subcontracts
payment
termination of agreement
State: Kentucky (Region 4)

Document: The Commonwealth of Kentucky Master Agreement
Author: Commonwealth of Kentucky Department for Community Based Services
Date: 2003    Pages: 19 pp.
Document URL: http://www.mchlibrary.info/iaa/states/KY_1_1.pdf

Contractual Details:

1. **Effective Date:** July 1, 2003.
3. **Type of Agreement:** Master Agreement.
4. **Agencies Involved:**
   A. Department for Community Based Services (DCBS).
   B. Department for Medicaid Services (DMS) [Title XIX].
   C. Department for Public Health (DPH) [Title V].
5. **Authority Cited:** 1996 Kentucky Acts Chapter 380.

Summary Related to CMS Requirements:

6. **Objectives:**
   To provide Medicaid reimbursement for targeted case management services for Medicaid eligible recipients including children in custody of or under the supervision of, or at risk of being in the custody of the state and, adults who may require protective services from the state, and for rehabilitative services for children in the custody of or under the supervision of, or at risk of being in the custody of, the state, as a component of the Title V MCH Program.

7. **Responsibilities:**
   A. DCBS is responsible for providing protective services, such as targeted case management and rehabilitative services.
   B. DMS is responsible for the administration of the Medical Assistance Program in Kentucky.
   C. DPH is responsible for administering the Title V Program.

8. **Services Provided by Agency:**
   A. DCBS.
   1. Provide targeted case management services which assist an individual in accessing needed medical, social, educational, and other support services.
   2. Provide rehabilitative treatment services, including treatment planning and support activities; living skills development activities; and counseling, therapy, consultation, and psychological assessments.
   3. Ensure staff and subcontractors providing services meet DCBS standards.
   4. Comply with the policy and procedures required in the Medicaid Services Provider Manual.
   5. Comply with appropriate provisions of the SSA.
   6. Encourage referrals between various programs.
   7. Submit bills to all third party payers before billing the Title XIX Agency.
8. Submit services claims.
9. Prevent duplication of case management services.
10. Ensure access to any subcontractor’s financial and program records by the Title XIX Agency.
11. Provide targeted case management and rehabilitative services data as requested.
12. Maintain records of all Medicaid targeted case management and rehabilitative services.
13. Provide to the Title XIX Agency required state match for claimed expenditures.
14. Provide to the Title XIX Agency TA with regard to DCBS targeted case management and rehabilitative services programs.
15. Participate in the Title V MCH Program as the provider responsible for the administration of the DCBS targeted case management and rehabilitative services program.
16. Be responsible for the Title XIX audit disallowances.
17. Participate with the Title V and the Title XIX Agencies in the development of policies and procedures.

B. DPH.
1. Include targeted case management services for Medicaid eligible recipients.
2. Ensure to the Title XIX Agency that the provider of services is a Title V service provider.
3. Comply with the policy and procedures as required in the Title XIX Agency Provider Manual.
4. Comply with appropriate provisions of the SSA.
5. Encourage referrals between various programs.
6. Ensure the provision of data for services.
7. Participate with DCBS and the Title XIX Agency in the development of policies and procedures.

C. DMS.
1. Certify and enroll qualified Title V providers.
2. Reimburse for the following services: targeted case management services; rehabilitative treatment services.
3. Reimburse DCBS as rates not to exceed cost for eligible services.
4. Provide payment and claims data to DCBS.
5. Provide other reports to DCBS and/or the Title V Agency.
6. Pay claims in a timely manner.
7. Provide TA to DCBS and the Title V Agency.
8. Participate with DCBS and the Title XIX Agency in the development of policies and procedures.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals: See Section 8, Service A6, B5.

13. Coordinating Plans: See Section 8, Service A17, B7, C8.
14. **Reimbursement:**
   A. DCBS shall bill the Title XIX Agency for services as per this agreement.
   B. The Title XIX Agency shall pay for services under this agreement up to a specified amount in State and Federal matching funds. Any additional expenditures in excess of that amount will be reimbursed only if the necessary state match is provide to the Title XIX Agency.
   C. The Title XIX Agency shall reimburse the certified and enrolled provider at payment levels that shall not exceed the cost of providing the service.

Specific services regarding reimbursement are also included in Section 8.

15. **Reporting Data:** See Section 8, Service A12, B6, C5.

16. **Review:** See Section 17 and 18.

17. **Liaison:**
   All parties shall designate staff responsible for representing their agencies at annual meetings, or more frequently as necessary, for the purpose of reviewing and evaluating the policies that affect the cooperative work of the parties and the need for changes in the agreement.

18. **Evaluation:**
   The agreement will be evaluated and reviewed annually in joint meetings among DCBS, the State Agency for Title V, and the State Agency for Title XIX.

19. **General Contract Provisions:**
   - amendment/modification of agreement
   - indemnification/liability
   - confidentiality of records/HIPAA
   - termination of agreement
   - subcontracts
   - payment
   - nondiscrimination
State: Louisiana (Region 6)

Document:
Department of Health and Hospitals Intra-Departmental Agreement between Office of Public Health (Title V) and Bureau of Health Services Financing (Title XIX)

Author: [Louisiana] Department of Health and Hospitals
Date: 1990    Pages: 4 pp.
Document URL: http://www.mchlibrary.info/iaa/states/la_1_1.pdf

Contractual Details:

1. **Effective Date:** July 1, 1990.
2. **Duration:** N/A
3. **Type of Agreement:** Intra-Departmental Agreement.
4. **Agencies Involved:**
   A. Office of Public Health (OPH or Public Health) [Title V].
   B. Bureau of Health Services Financing (BHSF or Medicaid) [Title XIX].
5. **Authority Cited:**
   A. 42 CFR 431.615.
   B. Section 1902(a)11 of the SSA.
   C. Section 513(c) of the SSA.

Summary Related to CMS Requirements:

6. **Objectives:**
   A. To improve the health status of children by ensuring the provision of preventive services, health examinations, and the necessary treatment, and follow-through care, preferably in the context of an on-going provider-patient relationship and from comprehensive, continuing care providers.
   B. To ensure that the State MCH agency under Title V of the SSA and the State Medicaid Agency have in effect a functional relationship via an IAA which provides for the maximum utilization of the care and services available under the MCH programs, and utilizes the MCH programs to develop a more effective use of Medicaid resources in financing services to Medicaid-eligibles provided by Title V programs.

7. **Responsibilities:**
   A. The Louisiana Department of Health and Hospitals is responsible for administering both the BHSF and the OPH.
   B. The BHSF (Medicaid) is responsible for policies, planning, and management of the Medicaid Program.
   C. OPH (Public Health) is responsible for program planning, policies, and operational management of the Title V programs and has organizational responsibility for the health units in all parishes of the State except Orleans and Plaquemines parishes.
8. Services Provided by Agency:
In this agreement, objectives and services are combined together under each agency:

A. MCH Objectives/Services.
1. To ensure mothers and children have access to quality MCH services.
2. To reduce infant mortality and the incidence of preventable diseases and handicapping conditions.
3. To reduce the need for inpatient and long-term care services.
4. To increase the number of children appropriately immunized; to promote the health of mothers and children.
5. To provide rehabilitation services under Title XVI.
6. To provide services for identifying, and for medical, surgical, corrective, and other services.
7. To identify Medicaid-eligible children and to refer these children for EPSDT services.
8. To provide EPSDT services.
9. To ensure that EPSDT patients receive the full range of services.
10. To assess quality of care provided by the Office of Public Health.
11. To have a major role in establishing standards, policies, and procedures for health care services.
12. To provide pertinent data for program evaluation.

B. Medicaid Objectives/Services.
1. To provide medical assistance to low-income persons who are age 65 or over, blind, disabled or members of families with dependent children or qualified pregnant women or children.
2. To provide EPSDT services.

9. Cooperative Relationships:
Public Health will establish, jointly with Medicaid, a Medicaid/Title V advisory committee to monitor implementation of this Agreement, to coordinate services offered, and to review and update its provisions as necessary.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals: N/A

13. Coordinating Plans: N/A

14. Reimbursement: Public Health will be reimbursed on a fee-for-service basis.

15. Reporting Data:
Method of Exchange of Information.
A. Both parties shall maintain strict confidentiality of patient medical records and other similar records in accordance with the law and established ethical standards.
B. Both parties agree to establish accounting procedures, fiscal reporting, and other records to
ensure proper accountability for fiscal transactions and for documentation of Title V services delivered to Medicaid-eligibles.
C. The books, records, and documentation of Public Health, insofar as they relate to work performed or money received under this Agreement shall be maintained in conformity with generally accepted accounting principals for a period of 3 full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice by Medicaid or their duly appointed representative.
D. All services delivered by Title V agencies/clients to Medicaid-eligibles shall be documented in the patient’s medical record in accordance with current accepted and approved standards and practices.

16. Review:
Method for Periodic Review and Joint Planning for Changes in the Agreement.
A. Public Health will establish, jointly with Medicaid, a Medicaid/Title V advisory committee to monitor implementation of this Agreement, to coordinate services offered, and to review and update its provisions as necessary.
B. The Advisory Committee will meet at least every 6 months when either party requests that a formal meeting be conducted.
C. The Advisory Committee, at a minimum, will be comprised of: (1) MCH Director; (2) MCH Medical Director; (3) WIC Director; and (4) Medicaid representative.

17. Liaison: See Section 16.

18. Evaluation:
Joint Evaluation of Policies.
It will be the function of the joint Medicaid/Title V Advisory Committee to review periodically the tenants of this Agreement with the aim of ensuring:
1. That all Medicaid-eligible in need of Title V services receive them.
2. That appropriate fiscal documentation is ongoing.
3. That information flows freely between both parties.

19. General Contract Provisions: N/A
State: Maryland (Region 3)

Document:
Author: Maryland State Department of Health and Mental Hygiene
Document URL: http://www.mchlibrary.info/iaa/states/MD_1_1.pdf

Contractual Details:

1. Effective Date: Effective upon the signatures of the authorized of the Family Health Administration and the Maryland Medical Assistance Program (signed July 2004).
2. Duration: Five years from the date the cooperative agreement is signed, or until either party provides written notification of termination.
3. Type of Agreement: Cooperative Agreement.
4. Agencies Involved:
A. Maryland State Department of Health and Mental Hygiene [Title XIX] Medicaid Agency.
B. Maternal and Child Health Agency, Family Health Administration (FHA) [Title V].
C. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).
5. Authority Cited:
B. Maryland General Code Annotated, Title 15, Subtitle 301.

Summary Related to CMS Requirements:

6. Objectives:
To establish roles and responsibilities between the parties for the purpose of providing coordination of services to promote prompt access to high quality prenatal, intrapartum, postpartum, postnatal, and child health services for women and children eligible for benefits under Title V and XIX of the Social Security Act, and section 17 of the Child Nutrition Act of 1996, as amended.

7. Responsibilities:
A. The Medicaid Program is responsible for operating the Maryland Children’s Health Program as a Medicaid expansion with the full benefit package.
B. FHA is responsible for the utilization of funds provided for by Title V MCH Block Grant and the Maryland Health -- §18-107, in the provision of MCH services and services for CSHCN and for administering the Title X/Family Planning Program.
C. WIC is responsible for providing supplemental foods and nutrition education to pregnant and postpartum women, infants, and young children from families with low incomes who are at risk by reason of inadequate nutrition or health care or both.
8. **Services Provided by Agency:**

   **A. Administration and Policy.**
   1. Medicaid Program.
      a. Establish eligibility policy, regulations, and procedures.
      b. Perform outreach to encourage low income maternal and child populations to apply for Medicaid and to utilize preventive and primary care services.
   2. FHA.
      a. Provide services.
      b. Provide Medicaid with expertise and TA related to programs and policies for CSHCN.
      c. Refer clients who are eligible for Medicaid benefits and assist them in receiving services from providers who participate in the Maryland Medical Assistance Program.
      a. All parties will coordinate activities to enhance customer service and work to resolve problems with impact on timely access to services.
      b. All parties will coordinate strategic planning efforts to ensure coordination in the design, implementation, and evaluation of program services for women, infants, and children.
      c. All parties will keep each other apprised of those services which are available to eligible individuals pursuant to Federal law and State regulations and guidelines.
      d. All parties will collaborate when implementing significant changes to program policies that may impact the other.
      e. All parties will develop program policies and regulations that address standards of quality care.
      f. All parties will promote family planning and prenatal care.
      g. All parties will promote the importance of a medical home.
      h. FHA and Medicaid will collaborate on the development of tools and processes for identifying high-risk women and will jointly provide support for the Maryland Prenatal Risk Assessment system.
      i. FHA and Medicaid will develop training and education programs for medical professionals and consumers.
      j. WIC and Medicaid will notify each other of policy changes that may have an affect on access to services and will coordinate with FHA on initiatives to improve MCH.
      k. FHA will coordinate with Medicaid regarding activities and programs regarding childhood health promotion and prevention programs.

   **B. Reimbursement and Contract Monitoring** (see Section 14).
   **C. Confidentiality and Data Exchange** (see Section 15).
   **D. Recipient Outreach and Referral** (see Section 11).
   **E. Training and Technical Assistance.**
   **F. Provider Capacity.**
   **G. System Integration** (see Section 13).
   **H. Quality Assurance Activities.**

9. **Cooperative Relationships:** See Section 13.

10. **Services Provided by Local Agencies:** N/A
11. **Identification and Outreach:**

* D. *Recipient Outreach and Referral.*
1. Primary and Preventive Care for Children.
   a. FHA.
   (1). Assist Medicaid with distribution of MA/MCHP applications.
   (2). Verify Medicaid eligibility prior to providing services and will refer potential eligible Medicaid/MCHP families for eligibility determination.
   (3). FHA/Oral Health will refer children.
   b. Medicaid.
   (1). Conduct outreach to Medicaid recipients.
   c. Mutual Services.
   (1). Medicaid and FHA will coordinate hotline activities.
   (2). FHA/Oral Health and Medicaid will work collaboratively to update the resource guide of dental providers.

2. CSHCN (similar activities as above; for full list of activities, see original document).
3. Pregnant Women and Infants (similar activities as above; for full list of activities, see original document).
4. Family Planning (similar activities as above; for full list of activities, see original document).
5. WIC (similar activities as above; for full list of activities, see original document).

12. **Reciprocal Referrals:** See Section 11.

13. **Coordinating Plans:**

* G. *System Integration.*
1. Primary and Preventive Care for Children: FHA and Medicaid will:
   a. Collaborate to establish and maintain relationships with providers who serve low-income and Medicaid/MCHP enrolled children and to help facilitate problem resolution.
   b. Collaborate to ensure that there are public forums for exchange of information such as the Medicaid Advisory Committee, Oral Health Advisory Committee, and other ad hoc advisory groups.
2. CSHCN (similar activities as above; for full list of activities, see original document).
3. Pregnant Women and Infants (similar activities as above; for full list of activities, see original document).
4. Family Planning (similar activities as above; for full list of activities, see original document).
5. WIC (similar activities as above; for full list of activities, see original document).

14. **Reimbursement:**

* B. *Reimbursement and Contract Monitoring.*
1. FHA and Local Health Departments.
   a. Ensure that clinical services are furnished.
   b. Maintain adequate medical and financial records.
   c. Refrain from knowingly employing or contracting with entities that have been disqualified from the Medicaid program.
   d. Will not require additional payment from an individual after Medicaid makes payment to the
Title V designee for a covered service. If Medicaid denies payment or request repayment on the basis that an otherwise covered service was not medically necessary or preauthorized, the Title V Agency will not seek payment for that service from the recipient.
e. Title XIX funds will be used to reimburse providers for services covered by that Program if the individual is eligible for services covered by both Title XIX and Title V programs.
f. Collaborate with Medicaid regarding oral health initiatives.
g. Provide specialty services that are not covered by Medicaid.

a. All parties will ensure that services provided by its grantees are not duplicative.
b. All parties will maintain a system to ensure coverage for special infant formulas.

15. Reporting Data:
C. Confidentiality and Data Exchange.
1. FHA and Medicaid.
a. Safeguard and maintain confidentiality.
b. Participate in the exchange of data necessary for the Title V and Title X reapplication.
c. Coordinate and participate in the exchange of data related to: births to women enrolled in Medicaid and utilization of Family planning services; maternal, fetal, infant, and child death reviews; prenatal risk assessment data; PRAMS; and treatment of children exposed to lead.
d. Exchange data necessary to conduct quality assurance and utilization studies.
2. FHA and WIC.
a. Maintain confidentiality of records.
3. Medicaid.
a. Provide FHA with access to select Medicaid files.
4. Medicaid and WIC.
a. Ensure that any sharing of client data is in accordance with appropriate regulations.

16. Review: N/A

17. Liaison: N/A

18. Evaluation: N/A

19. General Contract Provisions:
 amendment/modification of agreement
 termination of agreement
**State: Michigan (Region 5)**

**Document:** [Michigan Title V / Title XIX Interagency Agreement]

**Author:** [Michigan Department of Public Health]

**Date:** 1995  **Pages:** 10 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/MI_1_1.pdf](http://www.mchlibrary.info/iaa/states/MI_1_1.pdf)

**Contractual Details:**

1. **Effective Date:**

2. **Duration:**
   This contract supersedes and prior agreement between the parties and shall continue in effect for a period of one year from the date hereof. It shall remain effective for successive periods of 1 year each thereafter unless during any such period, this contract shall be canceled in accordance with the terms contained herein. This contract may be terminated, when either party requests termination, by giving 90 days written notice to the other party of its intention to terminate.

3. **Type of Agreement:** [Interagency Agreement].

4. **Agencies Involved:**
   A. Michigan Department of Public Health [Title V].
   B. Michigan Department of Social Services [Title XIX].

5. **Authority Cited:** N/A

**Summary Related to CMS Requirements:**

6. **Objectives:**
   To reduce infant mortality and morbidity and to reduce the incidence of mental retardation and other handicapping conditions.

7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   A. Public Health Services.
      1. Promote cooperative program planning and monitoring efforts.
      2. Identify individuals in need of preventive, diagnostic, treatment, and medical care and services.
      3. Identify and refer to Social Services individuals who may be eligible of Medical Assistance Program benefits.
      4. Provide or arrange for health care and services.
      5. Request from Social Services reimbursement for the cost of covered Medical Assistance care and services provided by Title V projects to individuals eligible for Medical Assistance.
      6. Establish and maintain standards and guidelines.
      7. Certify to Social Services public providers of family planning services.
      8. Designate hospitals, physicians, and transportation providers.
9. Designate appropriate personnel to work on a Public Health/Social Services task force to examine issues of coordination, policy development, quality assurance, and reporting and evaluation.

B. Services Provided by Social Services.
1. Promote cooperative planning.
2. Determine the financial eligibility of individuals for whom application has been made.
3. Identify and refer individuals in need of health care and services available by and through Title V projects to Public Health.
4. Establish the scope of services and reimbursement levels available.
5. Reimburse, as first payer, the cost of care and services furnished by or through the Title V grantee in individuals eligible for Medical Assistance.
6. Designate appropriate personnel to work on a Public Health/Social Services task force to examine issues of coordination, policy development, quality assurance, and reporting and evaluation.


10. Services Provided by Local Agencies:
Provide accurate lists of clients due for screening to local health departments or other organizations.

11. Identification and Outreach: See Section 8, Service A2, A3, B2, B3.

12. Reciprocal Referrals: See Section 8, Service A3.


14. Reimbursement: See Section 8, Service A5, B4, B5.

15. Reporting Data: See Section 8, Service A7.

16. Review: N/A

17. Liaison:
Title XIX to Designate a staff member to serve as EPSDT coordinator and liaison with Title V.
See also Section 8, Service A9, B6.

18. Evaluation: N/A

19. General Contract Provisions:
amendment/modification of agreement
termination of agreement
**State: Minnesota (Region 5)**

**Document:** State of Minnesota Interagency Memorandum of Understanding  
**Author:** [Minnesota Department of Health]  
**Date:** 2003  
**Pages:** 4 pp.  
**Document URL:** [http://www.mchlibrary.info/iaa/states/mn_1_1.pdf](http://www.mchlibrary.info/iaa/states/mn_1_1.pdf)

**Contractual Details:**

1. **Effective Date:**
   July 1, 2003 or upon the date that the final required signature is obtained, whichever occurs later; or until a revised agreement is signed. (Signed on August 11, 2003).

2. **Duration:**
   The agreement may be canceled by either department at any time, with or without cause, upon 30 days written notice to the other party.

3. **Type of Agreement:** Memorandum of Understanding

4. **Agencies Involved:**
   A. Minnesota Department of Health (DOH) [Title V].  
   B. Minnesota Department of Human Services (DHS) [Title XIX].

5. **Authority Cited:**
   A. Minnesota Statutes, Section 145.88.  
   B. Minnesota Statutes, Section 256.01, Subdivision 2, Paragraph (1), and 256B.04, Subdiv. 1.

**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To promote quality health care services for low-income children, pregnant women, and CSHCN, including primary and preventive health services.  
   B. To coordinate and enhance efforts, streamline application processes, reduce duplicative efforts, and ensure compliance with federal and state laws and regulations and the appropriate use of public funds.

7. **Responsibilities:**
   A. The DOH is responsible for administrating the Title V program.  
   B. The DHS is responsible for administrating the Medicaid program.

8. **Services Provided by Agency:**
   A. **DHS.**  
      1. Participate in advisory or work groups related to MCH and child health issues including CSHCN.  
      2. Participate in quarterly joint meetings.  
      3. Enter into separate IAAs for those duties that require a transfer of personally identifying data and funds.  
      4. Accept referrals from the DOH for the Medical Assistance and Minnesota Care program.
B. DOH.
1. Participate in advisory or work groups related to MCH and child health issues including CSHCN.
2. Participate in quarterly joint meetings.
3. Enter into separate IAAs for those duties that require a transfer of personally identifying data and funds.
4. Accept referrals from the DHS and provide follow-up services to CSHCN and their families.

9. Cooperative Relationships:
Quarterly joint meeting are to cover, among other issues, coordination of departmental policies/procedures that impact health care services or the delivery of health care services to the MCH populations; identification how the departments can work together to identify individuals under 21 in need of services.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
The Department contracts with counties to perform outreach and follow-up EPSDT services for eligible children. In order to identify children under 21 in need of medical or remedial services, the Department receives screening and referral information from managed care health plans that is fed into the Department’s “CATCH 3” tracking system.

12. Reciprocal Referrals: See Section 11.


14. Reimbursement: N/A

15. Reporting Data:
Information from the CATCH 3 tracking system (see Section 11) is downloaded to the counties for use in performing outreach activities. It is also used for referral follow-up activities. Also, the quarterly joint meeting are to cover, among other issues, sharing of appropriate and relevant aggregate data affecting health status or the delivery of health care services.

16. Review:
Quarterly joint meetings are to cover, among other issues, the review at least annually of this Memorandum of Understanding to determine if any changes are required.

17. Liaison: Authorized representatives and members of quarterly joint meetings are named.


19. General Contract Provisions:
termination of agreement
amendment/modification of agreement
indemnification/liability
State: Mississippi (Region 4)

Document:
Cooperative Agreement between Mississippi State Department of Health and the Division of Medicaid in the Office of the Governor State of Mississippi (Perinatal High Risk Management Services)

Author: Mississippi State Department of Health
Date: 2004 Pages: 29 pp.
Document URL: http://www.mchlibrary.info/iaa/states/ms_1_1.pdf

Contractual Details:

1. Effective Date: July 1, 2004.
3. Type of Agreement: Cooperative Agreement.
4. Agencies Involved:
   A. Division of Medicaid, Office of the Governor (Division) [Title XIX].
   B. State of Mississippi Department of Health (Department) [Title V].

Summary Related to CMS Requirements:

6. Objectives:
   To provide case management and extended services through approved case management agencies over the state to those pregnant/postpartum women and infant Medicaid beneficiaries.

7. Responsibilities:
   A. The Department is the State agency responsible for the general supervision of the health interests of the people of that State and is authorized to enter into contracts and agreements with other State or Federal agencies in effecting an efficient delivery of public health services.
   B. The Division is responsible for providing case management and extended services for high risk pregnant/postpartum women through approved case management agencies and EPSDT.

8. Services Provided by Agency:
   Exhibit A lists the criteria for case management and the enhanced services to be provided for various target groups.

   A. High risk infants, age birth to one (1) year old.
      1. Case management.
      3. Enhanced EPSDT services for high risk infants.

   B. High risk pregnant women (services to be provided during pregnancy and through the end of the month in which a 60-day postpartum period ends).
      1. Case management.
4. Psychosocial assessment/counseling.
5. Health education.
6. Home visit.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
Any infants who are developmentally delayed and who meet early intervention criteria should be enrolled in early intervention.

12. Reciprocal Referrals: N/A

13. Coordinating Plans:
The Department shall coordinate with the Division in the purchase of case management and extended services for those individual Medicaid beneficiaries who are pregnant/postpartum and at high risk and for infants, birth to 1 year of age, who are at high risk for mortality and morbidity.

14. Reimbursement:
The case management agencies shall be reimbursed as a provider of medical services through the Division’s Fiscal Agent on the basis of the service cost as set out in appropriate regulations. The case management agencies shall bill the Division through its fiscal agent for their services within 60 days from the date of service or within 30 days of the recipient’s receipt of the Medicaid card. The Department will be responsible for providing state matching funds only for case management and extended services actually provided by the Department to those individuals determined to be eligible. Reimbursement shall be made from monthly billings. The reimbursement fees will be at a flat rate per month.

15. Reporting Data:
The Department shall submit a monthly report to the EPSDT Division and/or the PHRM Unit of the division, for Medicaid enrolled pregnant women and/or Medicaid enrolled infants receiving services. The Department shall report detailed information to the Division annually. The CMS1500 claim form information submitted by the Department to Medicaid’s fiscal agent must show all Medicaid procedure codes for all services.

16. Review: N/A

17. Liaison: N/A

18. Evaluation: N/A
19. **General Contract Provisions:**
- amendment/modification of agreement
- termination of agreement
- indemnification/liability
- nondiscrimination
- confidentiality of records/HIPAA

**State: Missouri (Region 7), document 1 of 6**

**Document:**
*Cooperative Agreement between the [Missouri] Department of Social Services, Division of Medical Services and the Department of Health, Division of Maternal, Child and Family Health, Bureau of Family Health: Prenatal Case Management and/or Service Coordination for Pregnant Women*

**Author:** Missouri Department of Social Services

**Date:** 2000  **Pages:** 7 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/mo_1_6.pdf](http://www.mchlibrary.info/iaa/states/mo_1_6.pdf)

**Contractual Details:**

1. **Effective Date:** April 1, 2000.
2. **Duration:** Shall remain in effect until canceled by one or both parties.
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
   A. Department of Social Services (DSS), Division of Medical Services [Title XIX].
   B. Department of Health (DOH), Division of Maternal, Child and Family Health, Bureau of Family Health [Title V].
5. **Authority Cited:** 42 CFR 431 Subpart M.

**Summary Related to CMS Requirements:**

6. **Objectives:**
To provide the most efficient, effective, and cost effective administration of Title XIX case management services.

7. **Responsibilities:**
   **Mutual Responsibilities.**
   A. Provide a plan for the coordination of services.
   B. Improve and expand prenatal and preventive health services to Medicaid eligible recipients through education, cooperative planning, reducing barriers to access to health care, and follow-up activities.
   C. Reduce the incidence of inadequate prenatal care.
   D. Reduce the incidence of perinatal substance use of alcohol, tobacco, and drugs.
8. Services Provided by Agency:
   A. DSS.
   1. Reimburse DOH the Title XIX Federal share of actual and reasonable costs for service coordination.
   2. Provide DOH access to the information necessary to properly administer the Prenatal Case Management Service Program and service coordination for the Perinatal Substance Abuse Program.
   3. Meet and consult on a regular basis, at least quarterly, with DOH on issues related to this agreement.
   4. Provide notification to DOH as soon as any changes are defined in the billing process and billing requirements affecting any local agencies included in this agreement.

   B. DOH.
   1. Employ administrative staff to provide TA to the Medicaid Case Management providers.
   2. Ensure service coordination staffing for the Perinatal Substance Abuse Program.
   3. Employ necessary staff to provide quality assurance activities and act as liaison with multiple disciplines on the medical aspects of the program.
   4. Account for the activities of the staff employed.
   5. Provide as requested by the State Medicaid Agency the information necessary to request Federal funds available under the State Medicaid match rate.
   6. Return to DSS any Federal funds which are deferred and/or ultimately disallowed.
   7. Maintain the confidentiality of client records and eligibility information.
   8. Meet and consult on a regular basis, at least quarterly, with DSS.
   9. Conduct all activities recognizing the authority of the single State Medicaid agency.

9. Cooperative Relationships:
DSS enters into the cooperative agreement with DOH for provider relations and quality assurance, including establishing standards, TA, coordination, and data management of the case management services, and service coordination for women enrolled in the Perinatal Substance Abuse Program.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals:
Case closure, referral, and realignment of service plan will be coordinated by DSS and DOH.

13. Coordinating Plans:
Service coordination will be conducted for perinatal substance abuse in the following:
1. Assistance to the clients/families in establishing a medical care home.
2. [Missing].
4. Service monitoring.
5. Case closure, referral, and realignment of service plan.
14. **Reimbursement:** See Section 8, Service A1.

15. **Reporting Data:** See Section 8, Service A2 and B5.

16. **Review:**
A task force consisting of the Directors of the respective departments or their designees and an equal number of other persons from their respective divisions chosen by the Directors shall meet at least quarterly, for the purpose of program development, review, and evaluation to discuss problems, and to develop recommendations to improve programs for better and expanded services to individuals. These activities shall include consideration of:
1. The evaluation of policies, duties, and responsibilities of each agency.
2. Arrangement for periodic review of the agreements and for joint planning for changes in the agreements.
3. Arrangements for continuous liaison between the divisions and departments and designated staff responsibility for liaison activities at both the state and local levels.

17. **Liaison:** See Section 8, Service A3 and B8.

18. **Evaluation:** See Section 16.

19. **General Contract Provisions:**
termination of agreement
amendment/modification of agreement
confidentiality of records/HIPAA

**State: Missouri (Region 7), document 2 of 6**

**Document:**
*Interagency Agreement between the Missouri Department of Health and the Missouri Department of Social Services: Well Child Outreach*

**Author:** Missouri Department of Social Services

**Date:** 1997  **Pages:** 3 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/mo_2_6.pdf](http://www.mchlibrary.info/iaa/states/mo_2_6.pdf)

**Contractual Details:**

1. **Effective Date:** July 1, 1997
2. **Duration:** Until canceled by one or both parties.
3. **Type of Agreement:** Interagency Agreement.
4. **Agencies Involved:**
   A. The Missouri Department of Health (DOH), Division of Maternal, Child and Family Health (DMCFH) [Title V].
   B. The Missouri Department of Social Services, Division of Medical Services [Title XIX].
5. **Authority Cited:** N/A
**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To continue to implement a statewide program [the Well Child Outreach Project] designed to promote the health of children, adolescents, and pregnant women.
   B. DOH’s goal is to reduce the inadequate prenatal care rate to no more than 10 percent by year 2000.
   C. DSS’s goal is to screen 80 percent of all Medicaid-eligible children each year.

7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   A. DSS:
      1. Designate one or more persons who will serve as a contact for DOH.
      2. Reimburse DOH 100 percent of the Title XIX Federal share for staff responsible for implementing the Well Child Project.
      3. Reimburse DOH 100 percent of the Title XIX Federal share for expense and equipment costs.
      4. Provide DOH with Year to Date EPSDT participation rates.
   
   B. DOH:
      1. Employ staff and incur necessary expenses to carry out the Project; account for the activities of the staff.
      2. Involve DSS in program process.
      3. Keep records and provide written reports to DSS on relevant program data related to print material distribution, outreach activities, etc.
      4. Evaluate the Project and share the results with DSS.
      5. Return to DSS any Federal funds which are deferred and/or ultimately disallowed.
      6. Provide the billing information necessary to obtain Federal financial participation. Maintain the confidentiality of client records.
      7. Conduct all activities recognizing the authority of the single State Medicaid agency.

9. **Cooperative Relationships:** N/A

10. **Services Provided by Local Agencies:** N/A

11. **Identification and Outreach:** N/A

12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:** See Section 8, Activity B2.

14. **Reimbursement:** See Section 8, Activity A2, A3, and B5.

15. **Reporting Data:** See Section 8 Activity A4, B1, B3, and B6.
16. **Review:** N/A

17. **Liaison:** See Section 8, Activity A1.

18. **Evaluation:** See Section 8, Activity B4.

19. **General Contract Provisions:**
   - termination of agreement
   - confidentiality of records/HIPAA

**State: Missouri (Region 7), document 3 of 6**

**Document:**
*Cooperative Agreement between the [Missouri] Department of Social Services, Division of Medical Services and the Department of Health, Division of Maternal Child and Family Health, Bureau of Special Health Care Needs: Head Injury Program*

**Author:** Missouri Department of Social Services

**Date:** 2001  **Pages:** 9 pp.


**Contractual Details:**

1. **Effective Date:** July 1, 2001.
2. **Duration:** Until canceled by one or both parties.
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
   A. The Missouri Department of Health (DOH), Division of Maternal, Child and Family Health (DMCFH) [Title V].
   B. The Missouri Department of Social Services (DSS), Division of Medical Services (DMS), Head Injury Program [Title XIX].
5. **Authority Cited:** 42 CFR 431 Subpart M.

**Summary Related to CMS Requirements:**

6. **Objectives:**
To provide the most efficient, effective administration of Head Injury Services.

7. **Responsibilities:**
   Mutual Responsibilities.
   A. To ensure early and appropriate response to a referral so that diagnosis, assessment, and treatment/intervention occur within the timelines established by DOH policy and procedure.
   B. To ensure that services are of sufficient amount, duration, and scope to responsibly achieve the stated purpose of this agreement.
   C. To establish a health care home for those Medicaid eligible individuals receiving Head Injury service coordination activities.
8. Services Provided by Agency:

A. DSS.
1. Reimburse DOH the Title XIX Federal share of actual and reasonable costs for Head Injury Administration activities.
2. Define the rates of reimbursement as per 42 CFR 433.15, 432.50, and 433.15(7).
3. Reimburse DOH the Title XIX Federal share of actual and reasonable costs for data research services.
4. Reimburse DOH the Title XIX Federal share of actual and reasonable costs incurred by Electronic Data Processing.
5. Provide DOH access to the information necessary to properly provide Head Injury Service Administration.
6. Meet and consult on a regular basis, at least quarterly, with DOH.

B. DOH.
1. Maintain direct employment of those staff necessary to provide the programmatic and operation oversight, management, and monitoring of the Head Injury Program.
2. Ensure that contracted service coordination staff furnish service coordination for the medical services available.
3. Provide linkage of data system for coordination, identification, and effective case planning.
4. Provide Head Injury Administration to assess the necessity for and adequacy of medical care and services provided, which include outreach; service coordination; program service case planning; service monitoring; and case closure, referral, and realignment of service plan.
5. Account for the activities of the DOH staff and contractual staff.
6. Provide the information necessary to request Federal funds.
7. Return to DSS any Federal funds which are deferred and/or ultimately disallowed.
8. Maintain the confidentiality of client records and eligibility information.
9. Seek General Revenue appropriations to provide the State match for the Federal matching share.
10. Meet and consult on a regular basis, at least quarterly, with DSS.
11. Conduct all activities recognizing the authority of the single State Medicaid agency.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
DOH will assist in identifying possible Medicaid eligibles and referring them to the DFS for eligibility determination [this activity is highlighted in Section 8]

12. Reciprocal Referrals:
DOH will establish a health care home, provide referrals to Medicaid covered services, and make appointments for appropriate primary care and appropriate Medicaid services.

13. Coordinating Plans:
See Section 8, Service B2. DOH will also make plans for coordinating rehabilitation services
identified in the Program Service Plan.

14. **Reimbursement:** See Section 8, Service A1-A5.

15. **Reporting Data:** See Section 8, Service A6, B3

16. **Review:**
DOH will review the Program Service Plan, ensuring the plan relates to services the individual is receiving and documents the client’s progress. DOH staff will also monitor contracted staff’s performance of the SOW.

17. **Liaison:** See Section 8, Service B4.

18. **Evaluation:**
A task force consisting of the Directors of the respective departments or their designees and an equal number of other persons from their respective divisions chosen by the Directors shall meet at least quarterly, for the purpose of program development, review, and evaluation to discuss problems, and to develop recommendations to improve programs for better and expanded services to individuals. These activities shall include consideration of:

1. The evaluation of policies, duties, and responsibilities of each agency.
2. Arrangement for periodic review of the agreements and for joint planning for changes in the agreements.
3. Arrangements for continuous liaison between the divisions and departments and designated staff responsibility for liaison activities at both the State and local levels.

19. **General Contract Provisions:**
termination of agreement
confidentiality of records/HIPAA
**State:** Missouri (Region 7), document 4 of 6

**Document:**
Cooperative Agreement between the [Missouri] Department of Social Services and the Department of Health relating to Administration of the Medicaid Home ad Community-Based Services Waiver for Targeted Individuals with Physical Disabilities

**Author:** Missouri Department of Social Services

**Date:** 2001  **Pages:** 10 pp.


**Contractual Details:**

1. **Effective Date:** July 1, 2001.
2. **Duration:** Until canceled by one or both parties.
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
   A. The Missouri Department of Health (DOH) [Title V].
   B. The Missouri Department of Social Services, Division of Medical Services (DSS-DMS) [Title XIX].
5. **Authority Cited:** 42 CFR 431 Subpart M.

**Summary Related to CMS Requirements:**

6. **Objectives:**
   To provide the most efficient, effective administration of the Physical Disabilities Waiver (PDW).

7. **Responsibilities:**
   Mutual Responsibilities.
   A. To provide for cost-effective home and community-based services for individuals as cost effective alternative to Intermediate Care Facility for Mentally Retarded (ICF/MR).
   B. To ensure necessary safeguards have been taken to protect the health and welfare of persons receiving services under the Physical Disabilities Waiver.

8. **Services Provided by Agency:**
   A. DSS.
   1. Reimburse DOH the Title XIX Federal share of actual and reasonable costs for the waiver program.
   2. Provide DOH access to the information necessary to properly administer the PDW Program.
   3. Meet and consult on a regular basis with DOH.
   4. Provide the administration of Physical Disabilities Waiver and Personal Care Guidelines.
   5. Provide training for DOH staff.
   6. Determine recipients’ eligibility for Medicaid.
   7. Review on a yearly basis the most recent assessment and plan of care to ensure the need for services was documented in the plan of care and all services needs in the plan were properly
authorized prior to delivery.
8. Prepare the annual report on the impact of the PDW program.
9. Exchange data with DOH to compile periodic reports on the number of clients served, their costs, and the savings generated.
10. Review reports of a provider non-compliance submitted from DOH and pursue any action necessary to remedy.
11. Prepare, print, mail, and publish online material regarding Medicaid services.
12. Review materials to be published by DOH regarding Medicaid services.
13. Review and comment on policy and procedure for the internal operations of staff regarding Medicaid services.
14. Maintain the confidentiality of client records.
15. Conduct hearings for persons who have appealed denial or termination of services by DOH.
16. Designate an employee of DSS-DMS to serve as a liaison with DOH.
17. Assist DOH in the transitioning of eligible individuals to the adult Medicaid services.
18. Provide support as needed to DOH in developing plans of care.

B. DOH
1. Directly employ qualified professional and support staff necessary to provide the administration and case management of services.
2. Maintain recipient to allow for coordination, identification, effective care planning, etc.
3. Collaborate with other State agencies in the client’s assessment.
4. Collaborate with other State agencies in developing plans for care.
5. Provide PDW case management.
6. Prior authorize medically necessary PDW and Personal Care Program services.
7. Conduct, at a minimum, quarterly home visits.
8. Monitor provision of service.
9. Act as a liaison in the due process for the recipient and family in the event of a case closure, referral, and/or realignment of plan of care.
10. Account for the activities of the staff employed.
11. Provide the information necessary to request Federal funds.
12. Return to DSS any Federal funds which are deferred and/or ultimately disallowed.
13. Maintain the confidentiality of client records.
14. Meet and consult on a regular basis with DSS-DMS.
15. Conduct all activities recognizing the authority of the single State Medicaid agency.
16. Assume the financial responsibility for the development of print materials.
17. Follow the guidelines accepted by DSS and DOH.
18. Prepare policy and procedures for internal operations of DOH staff.
19. Ensure DOH staff participation in Medicaid related training.
20. Provide training as needed.
21. Participate in hearings in regard to DOH administration.
22. Report suspected provider abuse or non-compliance.

9. Cooperative Relationships: See Section 8, Service B3, B4

10. Services Provided by Local Agencies: N/A
11. **Identification and Outreach:** See Section 8, Service A6, B2.

12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:**
See Section 8, Service A3. Coordination language is integrated throughout Section 8.

14. **Reimbursement:** See Section 8, Service A1, B12.

15. **Reporting Data:** See Section 8, Service A2, A8, A9.

16. **Review:** See Section 8, Service A7; Section 18.

17. **Liaison:** See Section 8, Service A16, B14.

18. **Evaluation:**
A task force consisting of the Directors of the respective departments or their designees and representatives from each division shall meet annually, for the purpose of program development, review, and evaluation to discuss problems, and to develop recommendations to improve programs for better and expanded services to eligible individuals. These activities shall include consideration of:
1. The evaluation of policies, duties, and responsibilities of each agency.
2. Feasibility of cost effectiveness.
3. Arrangements for periodic review of the agreements and for joint planning for changes in the agreements.
4. Review of liaison activities.

19. **General Contract Provisions:**
termination of agreement
confidentiality of records/HIPAA
**State: Missouri (Region 7), document 5 of 6**

**Document:**
Cooperative Agreement between the Missouri Department of Social Services, Division of Medical Services and the Missouri Department of Health, Bureau of Special Health Care Needs, Head Injury Program: Non-Emergency Medical Transportation

**Author:** Missouri Department of Social Services

**Date:** 2000  **Pages:** 5 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/mo_5_6.pdf](http://www.mchlibrary.info/iaa/states/mo_5_6.pdf)

**Contractual Details:**

1. **Effective Date:** January 1, 2000.
2. **Duration:** Until canceled by one or both parties.
3. **Type of Agreement:** Cooperative Agreement.
4. **Agencies Involved:**
   A. The Missouri Department of Health, Bureau of Special Health Care Needs, Head Injury Program (DOH/BSHCN) [Title V].
   B. The Missouri Department of Social Services (DSS), Division of Medical Services (DMS) [Title XIX].
5. **Authority Cited:** 42 CFR 431 Subpart M.

**Summary Related to CMS Requirements:**

6. **Objectives:**
To provide the most efficient and cost effective Non-Emergency Medical Transportation (NEMT) services.

7. **Responsibilities:**
   Mutual Responsibilities.  
   To ensure transportation services to and from covered Missouri Medicaid services for head injured Medicaid eligible recipients age 21 or over.

8. **Services Provided by Agency:**
   A. **DSS.**
      1. Reimburse DOH/BSHCN the Title XIX Federal share for NEMT services.
      2. Provide DOH/BSHCN access to the information necessary to properly provide NEMT services.
      3. Meet and consult on a regular basis, at least annually, with DOH/BSHCN.
      4. Develop and conduct periodic utilization reviews to ensure payments do not duplicate.
      5. Refer recipients who meet certain criteria to the DMS NEMT broker.
      6. Maintain the confidentiality of client records.
   
   B. **DOH/BSHCN.**
      1. Identify Medicaid eligible head injury recipients.
2. Arrange/schedule the most cost-effective NEMT services appropriate.
3. Certify to DSS the provisions of the non-Federal share for transportation services.
4. Provide the information necessary to request Federal funds.
5. Accept responsibility for disallowances.
6. Meet and consult on a regular basis, at least annually, with DSS.
7. Conduct all activities recognizing the authority of the single State Medicaid agency.
8. Maintain all necessary information to support the claims and provide [CMS] any necessary data for auditing.

9. **Cooperative Relationships:** N/A

10. **Services Provided by Local Agencies:** N/A

11. **Identification and Outreach:** See Section 8, Service B1.

12. **Reciprocal Referrals:** See Section 8, Service A5.

13. **Coordinating Plans:** N/A

14. **Reimbursement:** See Section 8, Service A1.

15. **Reporting Data:** See Section 8, Service A2, B4, B8.

16. **Review:** See Section 8, Service A4.

17. **Liaison:** See Section 8, Service A3,B6.

18. **Evaluation:**
   A task force consisting of the Directors of the respective departments or their designees and representatives from each division shall meet annually, for the purpose of program development, review, and evaluation to discuss problems, and to develop recommendations to improve programs for better and expanded services to eligible individuals. These activities shall include consideration of:
   1. The evaluation of policies, duties, and responsibilities of each agency.
   2. Feasibility of cost effectiveness.
   3. Arrangements for periodic review of the agreements and for joint planning for changes in the agreements.
   4. Review of liaison activities.

19. **General Contract Provisions:**
   termination of agreement
   confidentiality of records/HIPAA
State: Missouri (Region 7), document 6 of 6

Document:
Cooperative Agreement between the [Missouri] Department of Social Services, Division of Medical Services and the [Missouri] Department of Health, Division of Maternal, Child and Family Health, Bureau of Family Health: Administrative Case Management, Healthy Children and Youth Program (HCY)

Author: Missouri Department of Social Services
Date: 2000  Pages: 5 pp.

Contractual Details:

1. Effective Date: July 1, 1997.
2. Duration: Until canceled by one or both parties.
3. Type of Agreement: Cooperative Agreement.
4. Agencies Involved:
   A. The Missouri Department of Health, Division of Maternal, Child and Family Health, Bureau of Family Health (DOH) [Title V].
   B. The Missouri Department of Social Services (DSS), Division of Medical Services (DMS) [Title XIX].
5. Authority Cited: 42 CFR 431 Subpart M.

Summary Related to CMS Requirements:

6. Objectives:
To provide the most efficient and cost efficient, effective administration of Title XIX EPSDT aka in the state as Healthy Children and Youth (HCY).

7. Responsibilities:
   Mutual Responsibilities.
   A. To ensure early and appropriate intervention and screening so that diagnosis and treatment occur in a timely manner.
   B. To ensure that services are of sufficient amount, duration, and scope.
   C. To establish a medical care home for those Medicaid eligible children receiving HCY services.
   D. To ensure that services are provided by appropriate Medicaid enrolled providers.
   E. To ensure that all children requiring technical and/or nursing services are provided service coordination.
   F. To ensure that service coordination is available for all clients requiring service coordination as a result of substance abuse.

8. Services Provided by Agency:
   A. DSS.
   1. Reimburse DOH the Title XIX Federal share for HCY services.
2. Reimburse DOH the Title XIX Federal share for research services.
3. Reimburse DOH the Title XIX Federal share of costs incurred from EDP for their provision of data.
4. Provide DOH access to the information necessary to properly provide HCY services.
5. Provide DOH access to the information necessary to properly provide HCY administration.
6. Meet and consult on a regular basis, at least quarterly, with DOH.

B. DOH
1. Employ all necessary professional staff.
2. Employ administrative staff.
3. Provide linkage of data systems for coordination, identification, and effective case planning.
4. Aid ad assist in the development of screening tools.
5. Provide HCY administration and act as liaison.
6. Account for activities of the staff employed.
7. Provide the information necessary to request Federal funds.
8. Return to DSS any Federal funds which are deferred and/or ultimately disallowed.
9. Maintain the confidentiality of client records.
10. Seek General Review appropriations to provide the Federal matching share for HCY services.
11. Meet and consult on a regular basis with DSS.
12. Conduct all activities recognizing the authority of the single State Medicaid agency.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach:
DOH will assist in identifying possible Medicaid eligibles. DOH will identify the kind, amount, intensity, and duration of services required.

12. Reciprocal Referrals:
DOH will assist in referring Medicaid eligibles to the Division of Family Services.

13. Coordinating Plans: N/A

14. Reimbursement: N/A

15. Reporting Data: N/A

16. Review: N/A

17. Liaison: N/A

18. Evaluation:
A task force consisting of the Directors of the respective departments or their designees and
representatives from each division shall meet at least quarterly, for the purpose of program
development, review, and evaluation to discuss problems, and to develop recommendations to
improve programs for better and expanded services to eligible individuals. These activities shall
include consideration of:
1. The evaluation of policies, duties, and responsibilities of each agency.
2. Arrangements for periodic review of the agreements and for joint planning for changes in the
   agreements.
3. Arrangements for continuous liaison.

19. General Contract Provisions:
termination of agreement
confidentiality of records/HIPAA

State: Nebraska (Region 7)

Document:
Interagency Agreement between the Nebraska Department of Health and Human Services,
Family Health Division and the Nebraska Department of Health and Human Services, Finance
and Support, Medicaid (Title XIX)
Author: Nebraska Department of Health and Human Services
Date: 1998 Pages: 10 pp.
Document URL: http://www.mchlibrary.info/iaa/states/ne_1_1.pdf

Contractual Details:

1. Effective Date: November 13, 1998
2. Duration:
   In perpetuity (although original agreement continued through June 30, 1999 and has been
   renewed annually).
3. Type of Agreement: Interagency Agreement.
4. Agencies Involved:
   A. Nebraska Department of Health and Human Services, Family Health Division (FHD) [Title V].
   B. Nebraska Department of Health and Human Services Finance and Support, Medicaid (Title
      XIX Agency) [Title XIX].
5. Authority Cited:
   A. Title V of the (Public Health) Social Security Services Act.
   C. Title XIX of the Social Security Act (Medicaid), Section 1902(a)(11)(A).

Summary Related to CMS Requirements:

6. Objectives:
   A. To promote continuity of care, sharing of scarce expertise, reduction of unnecessary
duplication of effort, efficient allocation of resources, and the achievement of greater accountability to produce an enhanced and expanded health care services system to mutual clients and improve the health of the families of the State of Nebraska.

B. To ensure maximum utilization of Title XIX resources by those served by the programs of the Family Health Division and their providers.

7. Responsibilities:
The Nebraska Department of Health and Human Services is responsible for the conduct of the Family Health Division Programs and the Department of Health and Human Services Finance and Support is responsible for the conduct of the Title XIX Program.

FHD is broadly responsible for core public health functions as they specifically address the following population groups: pregnant women and all women of reproductive age, infants, children, adolescents, and their families.

8. Services Provided by Agency:
FHD and the Title XIX Agency shall (each agency has multiple subtasks under each major activity):
A. Promote continuity of care, share expertise, reduce duplication of effort, etc.
B. Ensure maximum utilization of Title XIX resources.
C. Maximize the potential for delegation of tasks by the Title XIX agency to the FHD to ensure that Medicaid-eligible children have access to and receive the full range of assessment, diagnostic, and treatment services.
D. Encourage comprehensive and continuous care to mutual clients by encouraging or requiring providers in each program enjoined by this agreement, to identify and refer potentially eligible individuals through the use of reciprocal referrals.
E. Increase access to and improve delivery of family planning, prenatal, and obstetric care to low income women, particularly teenagers.
F. Develop a system that ensures early identification of Title XIX eligible individuals, including pregnant women, in need of preventive health, medical, or remedial care and services, and assist and support such individuals in obtaining needed services.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies:
The Title XIX Agency shall inform and educate all Title XIX State and local health and human services to make them knowledgeable of the services offered by FHD programs.

11. Identification and Outreach:
The FHD shall promote preventive health care and encourage eligible children to receive EPSDT screening examinations.

12. Reciprocal Referrals:
See Section 8, Service D. Also, the Title XIX Agency shall provide FHD grantees referrals, data, reports, and other material needed to support outreach activities.
13. **Coordinating Plans:** N/A

14. **Reimbursement:**
   
   **A. Title XIX Agency.**
   1. Reimburse FHD program providers who are also Medicaid providers.
   2. Establish a formal method of communication, collaboration, and cooperation with FHD regarding procedures, periodicity, and content standards for EPSDT, rates and reimbursement methods by regularly scheduled meetings.
   3. Encourage and support the FHD policy to recover third party reimbursement and other revenues. It is the intent to make Medicaid funds the first and primary source of payment for medical services provided to Medicaid clients through the FHD programs.
   4. Plan, in conjunction with FHD, to address billing concerns.
   5. Identify overall services and provide the maximum allowable rate information for procedures.

   **B. FHD.**
   1. Ensure that FHD providers shall bill the Title XIX agency.
   2. Respond to and attend annual meetings regarding rates and reimbursement methods.
   3. Ensure that all third-party revenues shall be retained by the FHD provider.
   4. Cooperate and participate in the planning process.

15. **Reporting Data:**
   Program reports will be developed to support financial claims for Federal Medicaid financial match funding. The FHD or its grantees will maintain a method of readily identifying Medicaid eligible children benefiting from the activities within the scope of this Agreement.

   The FHD shall provide documentation of Title V match and submit the required fiscal and program reports of Title V activities on a quarterly basis. The Title XIX Agency will provide financial reimbursement directly to the grantee based upon the grantee’s invoice and narrative and on FHD’s quarterly documentation.

16. **Review:** N/A

17. **Liaison:** N/A

18. **Evaluation:** N/A

19. **General Contract Provisions:**
   amendment/modification of agreement
   termination of agreement
   payment
State: New Mexico (Region 6)

Document:
State of New Mexico Human Services Department Medical Assistance Division Provider Participation Agreement

Author: State of New Mexico Human Services Department Medical Assistance Division

Date: 2003 Pages: 6 pp.

Document URL: http://www.mchlibrary.info/iaa/states/nm_1_1.pdf

Contractual Details:

1. **Effective Date:** March 18, 2003.
2. **Duration:** Shall remain in effect until terminated.
3. **Type of Agreement:** Provider Participation Agreement.
4. **Agencies Involved:**
   A. Human Services Department [Title XIX].
   B. Children’s Medical Services [Title V].
5. **Authority Cited:** N/A

Summary Related to CMS Requirements:

6. **Objectives:**
To specify the terms and conditions for the provision of medical services to Medicaid clients.

7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   A. Children’s Medical Services.
      1. Abide by all Federal, State, and local laws under Title XIX and Title XXI.
      2. Furnish services, bill for services, and receive payment for services upon approval of this agreement.
      3. Comply with all billing instructions, reimbursement, audit, recoupment, and withholding provisions.
      4. Maintain and keep updated program policies, instructions on billing and utilization review, and other material.
      5. Furnish and update complete information on provider address, licensing, certification, etc.
      6. Comply with all laws regarding the provider’s authority to operate a business.
      7. Assume sole responsibility for all costs of doing business.
      8. Verify that an individual is eligible for a specified medical program administered by HSD.
      9. Maintain the confidentiality of client information.
     10. Render covered services to eligible clients.
     11. Assume responsibility for any and all claims submitted on behalf of the provider.
     12. Retain any and all original medical or business records as are necessary to verify the treatment of clients.
     13. Upon closure of office, notify HSD where records will be located.
14. Furnish to Medicaid at no cost access to records requested.
15. Accept as payment in full the amount paid by HSD for services furnished to clients in accord with the reimbursement structure.
16. Not collect payments from the client for services, except as allowed by HSD.
17. Seek payment from any other payer or insurer before seeking payment from HSD.
18. Not refuse to furnish services to an eligible client because of a third party’s potential liability for payment.
19. Inform HSD when an attorney or other party requests information related to the services rendered to a client.
20. Agree to HSD regulations when furnishing services to clients who sustained injury in an accident or action that may be subject to a legal proceeding.

B. Human Services Department.
1. Distribute information necessary to participate in medical programs administered by HSD.
2. Process payments in a manner delineated by federal guidelines.
3. Reimburse providers for furnishing covered services or procedures to eligible clients.
4. Conduct administrative investigations and proceedings to ensure that providers comply with the terms of this agreement.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8, Service A8

12. Reciprocal Referrals: N/A

13. Coordinating Plans: N/A


16. Review: N/A

17. Liaison: N/A

18. Evaluation: N/A

19. General Contract Provisions:
termination of agreement
dispute resolution mechanism
failure to satisfy SOW
indemnification/liability
confidentiality of records/HIPAA
default
State: New York (Region 2)

Document:
Medicaid/EPSDT - Title V Action Plan: New York State Department of Health
Author: New York State Department of Health
Date: n.d. Pages: 3 pp.
Document URL: http://www.mchlibrary.info/iaa/states/NY_1_1.pdf

Contractual Details:

1. Effective Date: N/A
2. Duration: N/A
4. Agencies Involved:
   A. New York State Department of Health [Title V].
   B. New York Office of Medicaid Management [Title XIX].
5. Authority Cited: N/A

Summary Related to CMS Requirements:

6. Objectives:
   To provide:
   A. Access to health insurance for every New Yorker.
   B. Comprehensive, high quality and accessible medical services for every New Yorker.
   C. A medical home for every New Yorker.
   D. Non-discriminatory provision of assistance, and of medical services, to Medicaid applicants and recipients.
   E. Delivery of all services to Medicaid applicants and recipients in a culturally and language appropriate manner.
   F. An increase in the public’s awareness of Title V and Title XIX services available to them.
   G. Coordination of services delivery, to ensure services will be provided without duplication of effort, or fragmentation.

7. Responsibilities:
   Shared responsibilities include:
   A. Definitions and clarifications of the respective functions and responsibilities of each party.
   B. Adherence by medical care and health services providers to Federal and State regulations and standards of medical care.
   C. Education of Medicaid recipients relative to services available.
   D. Share de-identified data.
   E. Observing and requiring adherence to Federal and State laws.
   F. Observing the Civil Rights Act of 1964.
   G. Designating personnel for continuous liaison.
8. Services Provided by Agency:

A. Title V Services.
1. Maintain the Growing Up Healthy Hotline.
2. Review utilization, quality, etc. of care and services furnished by Medicaid.
3. Provide to Title XIX lists of institutions approved to provide care.
4. Provide consultation to Medicaid.
5. Provide advice and assistance in the design of data capture instruments.
6. Provide documentation instructions to Title V contractors.
7. Assist Title V contractors in qualifying for payment under Title XIX.
8. Make referrals to Medicaid; assist in identifying Title V clients of potential eligibility; and refer those clients to the appropriate agency.

B. Title XIX Services.
1. Access to lists of health care providers eligible to receive Title XIX reimbursement.
2. Access to lists of health care providers ineligible to receive Title XIX reimbursement.
3. Provide oversight/monitoring, guidance, support, and necessary assistance to the State’s local Departments of Social Services (LDSS) in matters of Medicaid eligibility, enrollment, and maintenance of client records.
4. Arrange and promote partnerships, communication, and cooperation between Title XIX and LDSS Medicaid operations by mutual coordination, an attendance at meetings.


10. Services Provided by Local Agencies:
Provide oversight/monitoring, guidance, support, and necessary assistance to the State’s local Departments of Social Services (LDSS) in matters of Medicaid eligibility, enrollment, and maintenance of client records (Section 8, Service B3).

11. Identification and Outreach: See Section 8, Service A1.

12. Reciprocal Referrals: See Section 8, Service A8.


15. Reporting Data:
Title V and Title XIX share de-identified data relative to health outcomes, gaps in services, concerns for placement and proficiency of providers, and the utilization of the EPSDT program. See also Section 8, Service A3, A6, B1, B2.

16. Review: N/A

17. Liaison:
There is shared responsibility to designate specific personnel from Title V and Title XIX to be
responsible for continuous liaison activities. Designated personnel from relevant divisions will meet on a regular basis, with a minimum of 4 meetings a year, to discuss all areas of mutual and singular responsibility for respective programs, to update each other on new developments, and to maintain and enhance communication and cooperation between the entities.

18. Evaluation: N/A

19. General Contract Provisions: N/A

**State: North Carolina (Region 4)**

Document:
Memorandum of Understanding between the Division of Medical Assistance and the Division of Public Health, [North Carolina] Department of Health and Human Services

Author: North Carolina Department of Health and Human Services

Date: [2001] Pages: 52 pp.

Document URL: [http://www.mchlibrary.info/iaa/states/nc_1_1.pdf](http://www.mchlibrary.info/iaa/states/nc_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** April 1, 2001.
2. **Duration:** Will remain in effect until terminated by one or both parties.
3. **Type of Agreement:** Memorandum of Understanding.
4. **Agencies Involved:**
   A. Division of Medical Assistance (DMA) [Title XIX].
   B. Division of Public Health (DPH) [Title V].
5. **Authority Cited:** N/A

**Summary Related to CMS Requirements:**

6. **Objectives:** To improve the health of Medicaid eligible clients.

7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   Mutual Services.
   1. Collaborate in (a) planning, (b) consultation and TA to providers, (c) development of agreements with other State agencies.
   2. Consult with appropriate groups and develop health services policies.
   3. Administer the Baby Love Program.
   4. Promote appropriate access to comprehensive care.
   5. Take part in joint initiatives.
   6. Coordinate activities between health programs.
   7. Ensure allowable cost reimbursement for services provided to eligible Medicaid clients.
8. Provide public health specific program guidance as needed.
9. Update and develop program manuals and guidance.
10. Develop a system of local service providers to refer pregnant women and EPSDT children under age 5 to WIC and MCC programs.
11. Determine when changes are needed to the list of covered services.

The MOU also includes a detailed list of DPH and DMA responsibilities; local health department information; arrangements for immunizations; arrangements for purchase of medical care services for CSHCN; arrangements for HealthCheck/EPSDT; arrangements for fostered child health nurse screeners; arrangements for school-based health centers; arrangements for HIV case management and AIDS home and community-based services; and details on data exchange.

9. Cooperative Relationships:
DMA and DPH will cooperate in providing consultation, technical assistance, policy and program guidance to local service providers.

10. Services Provided by Local Agencies:
A local entity may enter into agreements with physicians and dentists for the provision of services that are to be reimbursed to the agency in accordance with the Medicaid Fee Schedules. When the local entity enters into an agreement, a supplemental provider agreement must be executed between the local health department and physician.

11. Identification and Outreach:
DMA and DPH shall provide outreach and marketing activities that promote appropriate health services utilization.

12. Reciprocal Referrals: See Section 8, Service 10.

13. Coordinating Plans: See Section 8, Service 1, 5, 6.


15. Reporting Data:
A. DMA will:
1. Authorize access to Medicaid eligibility files.
2. Authorize access to Medicaid paid claims datasets.
3. Review reports, articles, data tables, and other products of analysis of Medicaid data.
4. Approve or disapprove written requests from CHIS for use of data.
5. Approve or disapprove written requests from CHIS to publish/release data.

B. CHIS will:
1. Use DMA datasets only for aggregate analysis of data.
2. Provide a copy of reports requiring linkages of vital records and Medicaid program files.
3. Obtain approval of DMA prior to release of information.
4. Obtain approval of DMA for any use of data.
16. Review: The parties to the agreement will review its contents at least once annually.

17. Liaison:
The Assistant Director of Medical Policy in DMA and the Deputy Division Director in DPH shall serve as agency liaisons for the purposes of implementing this MOU.

18. Evaluation: See Section 8, Service 11.

19. General Contract Provisions:
lack of funds
amendment/modification of agreement
termination of agreement

State: North Dakota (Region 8)

Document:
Cooperative Agreement between North Dakota Department of Human Services and North Dakota Department of Health and Primary Care Office/Primary Care Association

Author: North Dakota Department of Human Services
Date: 2003 Pages: 9 pp.
Document URL: http://www.mchlibrary.info/iaa/states/ND_1_1.pdf

Contractual Details:

1. Effective Date: July 1, 2003.
2. Duration: Until further review required.
3. Type of Agreement: Cooperative Agreement.
4. Agencies Involved:
   A. The North Dakota Department of Health (Health) [Title XIX].
   B. The North Dakota Department of Human Services (DHS) [Title V].
   C. The Primary Care Office (PCO).
   D. The Primary Care Association (PCA).
5. Authority Cited:

Summary Related to CMS Requirements:

6. Objectives:
   A. To define the responsibilities of the parties with respect to persons receiving Title XIX, TV, Title X, WIC, North Dakota Head Start-State Collaboration Office, Diabetes Prevention and Control Program, Right Track Program, Immunizations Program, and Birth Review Program services.
   B. To ensure quality and accessible care to improve the health status of CSHCN, pregnant women, mothers, infants and children, especially those who are disadvantaged. Achievement of
this goal will be facilitated by formalizing and strengthening relationships between programs, reducing duplication, increasing accessibility, and providing mechanisms for enhanced program coordination.

7. Responsibilities:
A. DHS is the State agency responsible for administering Medicaid.
B. DHS is responsible for administering Children’s Special Health Services (CSHS).
C. DHS is responsible for administering early intervention services.
D. Health is the State agency responsible for administering the MCH Program, WIC, the Title X Family Planning Program, the Immunization Program, and the Diabetes Prevention and Control Program.
E. Health is responsible for planning and implementing MCH and nutrition services.

8. Services Provided by Agency:
A. DHS/Title XIX.
   1. Payment: DHS shall reimburse Title V and Title X Programs that have entered into provider agreements with DHS at the rates established. DHS will monitor and ensure that duplication of payment is avoided.
   2. Local Coordination: County social service departments shall make Title XIX eligibility determinations for potentially eligible individuals referred by MCH, SCHS, Title X, Immunization, WIC, and other programs; promote and refer Title XIX eligible persons in need of services to the various programs listed in this agreement; inform Title XIX eligible recipients about the North Dakota Health Tracks Program and refer all eligibles for scheduling of screening appointments and any necessary follow-up; and inform and refer families who do not qualify for Title XIX to the Healthy Steps Program (SCHIP).

B. DHS/Title V.
   1. Title V CSHS Service Programs: DHS shall conduct, coordinate, and fund, in part, local Title V CSHS Programs which provide health services to eligible CSHCN and their families; provide care coordination; and monitor and ensure that duplication of payment is avoided.
   2. Local Coordination: CSHS shall refer CSHCN and their families to county social services to determine eligibility for Medicaid and other social service programs and to local WIC agencies; promote and refer to other programs for provision of health services to potentially eligible children and their families.

C. DHS/Developmental Disabilities (DD) Unit.
   1. The DD Unit shall utilize Federal Part C funds to cover printing and postage costs of the Birth Review Program.
   2. The DD Unit will print letters received by e-format from the HEALTH and mail them to families to inform them of available services.
   3. The DD Unit will forward requests the CSHS has received for developmental screenings to regional HSC for Right Track screenings.

D. DHS/North Dakota Head Start and Early Head Start Programs (NDHS/EHS).
   1. NDHS/DHS will work with other programs to promote an exchange of information.
2. Local Coordination: NDHS/DHS will refer children and their families to county social services to determine eligibility for Medicaid and WIC eligibility; promote and refer children and their families to other local public health programs as deemed appropriate.

E. Health/Title V.
1. Title V Service Projects: Health shall monitor, assess, and fund, in part, local Title V MCH Projects which provide public health services to eligible women, infants, and children in selected sites throughout the State; encourage eligible local Title V MCH Projects to apply for provider status and to apply for direct reimbursement; monitor and ensure that duplication of payment is avoided.
2. Local Coordination: Health shall refer potentially eligible women, infants, children, and their families to designated personnel to determine program eligibility; promote the use of appropriate programs for eligibles.

F. Health/Optimal Pregnancy Outcome Program (OPOP).
1. Title V OPOP Services Projects: OPOP shall monitor, assess, and fund, in part local OPOP agencies which provide direct health services and education.
2. Local Coordination: OPOP shall refer potentially eligible women, infants, children, and their families to designated personnel to determine program eligibility; promote the use of appropriate programs for eligibles.

G. Health/Title X Family Planning.
1. Title X Service Programs: Title X Family Planning shall monitor, assess, and fund local Family Planning Programs to ensure the quality, cost, accessibility, acceptability, reporting and performance of delegate agencies.
2. Local Coordination: The Family Planning Program shall accept any Title XIX recipient for family planning services. Proper referrals shall be made and confidentiality maintained.

H. Health/WIC Program.
1. WIC Services: The state WIC Program shall fund, provide policies and procedures, and evaluate services of local WIC agencies.
2. Local Coordination: Information provided by applicants and participants may be provided to designated representatives of other programs for the purpose of establishing the eligibility of applicants. Local WIC Programs will promote and refer persons in need to the appropriate programs.

I. Health/Immunization Program.
1. Immunization Program: The State Immunization Program shall provide the following: vaccines to administer to eligible children; assessment of State/county provider immunization coverage levels; TA on immunization administration protocols and vaccine storage and handling; vaccine administration forms, information statement, etc.; quality assurance reviews of public and private vaccine providers; and laboratory testing of pregnant women for hepatitis B surface antigen.
2. Local Coordination: Aggregate and individual immunization data will be shared with various stakeholders (e.g., WIC, North Dakota Health Tracks, MCH CSHS, Title X, and the Medicaid
Vaccine for Children Program).

J. Health/Diabetes Prevention and Control Program.

1. Diabetes Prevention and Control Program: The State Diabetes Prevention and Control Program will provide the following: collection, analysis, and distribution of surveillance data; implementation of clinical practice guidelines, quality management indicators, and quality improvement projects; development and implementation of educational campaigns; development of community-based interventions; sponsorship of patient and professional education programs; advocacy for reimbursement; and establishing improved access to care.

2. Local Coordination: The Diabetes Prevention and Control Program will provide assistance with local diabetes systems.

9. Cooperative Relationships:
Language is integrated throughout Section 8.

10. Services Provided by Local Agencies:
Local Coordination is typically addressed as the second service under each of the program areas. See Section 8, Service A2, B2, D2, E2, F2, G2, H2, I2, J2.

11. Identification and Outreach: N/A

12. Reciprocal Referrals:
Referrals are treated in local coordination under each of the program areas in Section 8.

13. Coordinating Plans:
In addition to services outlined in Section 8, coordination is to occur at a state level and will include continuous liaison (see Section 17), the administration of the State Systems Development Initiative (SSDI) grant (see Section 15), periodic review (see Section 16), and evaluation of policies (see Section 18).

14. Reimbursement:
Funding and reimbursement is typically address in the first service under each of the program areas in Section 8.

15. Reporting Data:
DHS and Health, through administration of the State Systems Development Initiative (SSDI) grant, will work cooperatively to improve the data collection and analysis capacity in the Title V program. Data will be used to carry out needs assessment activities, including identification of health priority needs for the MCH population, and program planning and evaluation. Cooperation will include support in linking of data sets, research methodology, and statistical analysis from appropriate DHS and Health Department personnel.

16. Review:
The designated DHS and Health representatives shall meet as needed, but at least biannually, to evaluate and assess the joint efforts outlined in this agreement.
17. Liaison:
DHS and Health will identify staff that will serve as liaisons between state programs. These persons shall have the authority to represent their respective agencies in the development and implementation of work plans and in the resolution of any programmatic or procedural problems.

18. Evaluation:
Each agency will ensure an opportunity for the liaison staff and other affected staff to review and comment on proposed policy changes or initiatives.

19. General Contract Provisions:
- indemnification/liability
- termination of agreement
- amendment/modification of agreement
- confidentiality of records/HIPAA

**State: Ohio (Region 5)**

Document:
*Interagency Agreement between the Ohio Department of Job and Family Services and the Ohio Department of Health*

**Author:** Ohio Department of Health  
**Date:** 2003  
**Pages:** 11 pp.  
**Document URL:** [http://www.mchlibrary.info/iaa/states/oh_1_1.pdf](http://www.mchlibrary.info/iaa/states/oh_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** Upon execution (signed 10/23/2003).
2. **Duration:** October 23, 2003 - June 30, 2005.
3. **Type of Agreement:** Interagency Agreement.
4. **Agencies Involved:**
   A. The Ohio Department of Job and Family Services (ODJFS) [T19 and 21].
   B. The Ohio Department of Health (ODH) [T5].
5. **Authority Cited:**
   A. 42 U.S.C. Section 701, et. seq.
   B. 7 CFR, Part 246.

**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To coordinate health services and to conduct outreach, program eligibility, and payment for services for Ohio mothers and children.
   B. To support the State MCH Services Block Grant, the Early Childhood Comprehensive Services (ECCS) Plan, and the Healthy Child Care Ohio grant program.
C. To clarify issues, define problems, and propose alternatives related to promoting a statewide system of coordinated health services to eligible women and children.
D. To increase public awareness of the need for health care coverage and services for women and children.
E. To conduct outreach to ensure that eligible women and children receive access to health care coverage and receive needed health services and to ensure that the agencies signing this Agreement serve their common population.
F. To make available health services statewide that meet the requirements of the MCH Services Block Grant, WIC, etc. and the Title XIX Medicaid programs.
G. To coordinate the exchange of information and referrals between programs for the purposes of outreach, eligibility determination, and verification of outcome of referral.
H. To maximize the efficient use of Federal and State funds.
I. To participate actively in the planning and implementation of services.
J. To share the goal of interdepartmental cooperation in coordinating and implementing interagency systems.
K. To improve, expand, and maximize the efficiency and effectiveness of existing resources and services.
L. To increase public awareness of the need for health care coverage and a range of developmental screenings.
M. To coordinate the exchange of information between the parties.

7. Responsibilities: N/A

8. Services Provided by Agency:

A. ODJFS.
1. Require CDJFS staff to identify participants potentially eligible for the WIC and MCH Programs and to refer them to the appropriate program.
2. Make available to the DFCHS the Ohio Medicaid Management Information System.
3. Provide ODH’s DFCHS with current information about Medicaid eligibility, services, and policies.
4. Include with Medicaid eligible consumers’ medical card a message regarding medical services provided by other programs.
5. Provide ODH with information on ODJFS programs for use by HMG Helpline employees.
6. Provide ODH with current lists of Managed Care Plans contracting with Medicaid.
7. Provide ODH with the Combined Program Application.
8. Provide ODH with updated lists of local DCJFS contact information.

B. ODH.
1. Require various programs to identify and refer to CDJFS those people who are potentially eligible for services and assist them in applying for Medicaid.
2. Keep all consultants informed of Medicaid eligibility guidelines and promote increased use of Medicaid by local health departments, public health agencies, and other agencies serving mothers and children.
3. Provide ODJFS with updated lists of MCH programs.
4. Require the local programs to have information regarding MCH programs available for
clients.
5. Operate the HMG Helpline.
6. Require that CFHS and CMH program providers are Title XIX and Title XXI providers.
7. Provide ODJFS’s Bureau of Consumer and Program Support with information about policies governing the DFCHS programs.
8. Ensure that the CMH program shall not be the payer for services eligible for payments by ODJFS programs.
9. Notify ODJFS of any significant reimbursement policy and program changes.
10. Not make any changes to the CPA form.

C. Mutual Responsibilities
1. Assist their respective local agencies in carrying out the provisions of this agreement by providing training and TA promoting improved health services for women and children.
2. Coordinate outreach, education, and program promotion.
3. Explore common issues and participate in meetings for joint planning.
4. Representatives of ODH and ODJFS shall meet upon request of either of the parties to review implementation of this Agreement.
5. Maintain representatives on committees, task forces or ad hoc work groups of the respective departments for the purpose of ensuring coordination of services, eliminating duplication, and maximizing resources.


10. Services Provided by Local Agencies: See Section 8, Service B4, C1.

11. Identification and Outreach:
See Section 8, Service A1, C2 (further requires developing joint outreach or public relations programs and/or materials for the purpose of promoting programs administered by ODH and/or ODJFS), B1, C2.


13. Coordinating Plans: N/A


15. Reporting Data: See Section 8, Service A2, A3, A5, B7.


17. Liaison: See Section 8, Service C5.

19. General Contract Provisions:
failure to satisfy SOW
amendment/modification of agreement
nondiscrimination
confidentiality of records/HIPAA
audit
dispute resolution mechanism
maintenance of records/record keeping

State: Oklahoma (Region 6)

Document: [Oklahoma] Memorandum of Agreement
Author: Oklahoma State Department of Health
Date: 2004   Pages: 4 pp.
Document URL: http://www.mchlibrary.info/iaa/states/ok_1_1.pdf

Contractual Details:

1. Effective Date: October 1, 2004.
3. Type of Agreement: Memorandum of Agreement.
4. Agencies Involved:
   A. Oklahoma State Department of Health (OSDH) [Title V].
   B. Oklahoma Department of Human Services (OKDHS) [Title XIX].

Summary Related to CMS Requirements:

6. Objectives:
To jointly seek to provide services to the CSHCN population of the State of Oklahoma.

7. Responsibilities:
A. The OSDH and the OKDHS are the agencies responsible for administering the MCH Block Grant in Oklahoma.
B. The OKDHS is responsible for administering the CSHCN Program, which is a portion of the Federal MCH Block Grant.

8. Services Provided by Agency:
A. OKDHS.
   1. Develop and carry out a program for CSHCN in accordance with all Federal and State requirements, including capturing existing data or developing/identifying systems to capture data for reporting on national and State specific performance measures.
   2. Participate in monthly coordination meetings with MCH Service and other meetings as are necessary to ensure collaboration between Title V services for CSHCN and Title V services.
for pregnant women, mothers, infants, and children; and to ensure collaboration on the Title V Annual Report and Application process.

3. Designate the Division Director of Family Support Services Division (FSSD) as the Title V CSHCN Director; provide sufficient support and staff to ensure operation of the CSHCN Program to meet performance measures.

4. Commit to use all available resources of OKDHS to ensure systems development and to provide access to comprehensive community-based systems of care by offering fully integrated and comprehensive services.

5. Identify clear lines of responsibility and supervision for the CSHCN Program to improve coordination of CSHCN administered programs with all other OKDHS services; increase the infrastructure building activities of the CSHCN Program.

6. Be responsible for the development of the CSHCN portion of the annual block grant application and report; OKDHS will designate a contact person with whom MCH will coordinate.

7. Ensure compliance with State matching and maintenance of effort requirements applicable to the OKDHS share of block grant funds.

8. Ensure strict adherence to contracting procedures that include monitoring activities and claims auditing activities by the OKDHS staff.

B. OSDH.

1. Coordinate with the OKDHS in the development of the CSHCN portion of the annual block grant application and report; designate a contact person to whom OKDHS will provide all requested information.

2. Participate in monthly coordination meetings with CSHCN Program and other meetings as are necessary to ensure collaboration between the Title V services for pregnant women, mothers, infants, and children with the Title V services for CSHCN and to ensure collaboration on the Title V Annual Report and Application process.

3. Make CSHCN funds directly available to the OKDHS for program activities and administrative costs with payments to be made monthly or quarterly. Funding amount is based on appropriation information provided by HHS and is contingent upon the actual Block Grant Fund Award.


10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals: N/A

13. See Section 8, Service A2, A5, B2.

14. Reimbursement: See Section 8, Service A7, B3.

15. Reporting Data: See Section 8, Service A1.
16. **Review:** N/A

17. **Liaison:** See Section 8, Service A6, B1.

18. **Evaluation:** N/A

19. **General Contract Provisions:**
   - termination of agreement
   - audit
   - indemnification/liability
   - amendment/modification of agreement

**State: Oregon (Region 10)**

**Document:** [Oregon] Intergovernmental Agreement [and Amendment]

**Author:** Oregon Department of Human Services

**Date:** 1995, 2000 **Pages:** 10 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/or_1_1.pdf](http://www.mchlibrary.info/iaa/states/or_1_1.pdf)

**Contractual Details:**

1. **Effective Date:**
   July 1, 1995, amended July 1, 2000 (changes to agreement are underlined).

2. **Duration:**
   This Agreement shall become effective on July 1, 1995, and shall expire unless otherwise terminated or extended, on June 30, 2005.

3. **Type of Agreement:** Intergovernmental Agreement.

4. **Agencies Involved:**
   A. Department of Human Services, Office of Medical Assistance Programs (OMAP) [Title XIX].
   B. Oregon Health Sciences University, Child Development and Rehabilitation Center (CDRC) [Title V].

5. **Authority Cited:**
   A. Original Oregon Intergovernmental Agreement number 51290.
   B. 42 CFR 431.615.

**Summary Related to CMS Requirements:**

6. **Objectives:**
   To encourage appropriate and maximum utilization of the services of the CDRC by OMAP clients who are eligible for medical assistance under Title XIX (Medicaid) and Title XXI (Children’s Health Insurance Program).
7. **Responsibilities:**
A. CDRC is responsible for providing services for CSHCN under Title V and other highly specialized services, including services to adults with hemophilia.
B. OMAP is responsible for reimbursing CDRC at cost for services provided by CDRC to OMAP clients eligible for medical assistance under Title XIX.

8. **Services Provided by Agency:**
A. CDRC shall provide the following services to Medicaid recipients:
1. Multidisciplinary evaluation.
2. Case management and medical services such as physicians services, nursing services, laboratory and other diagnostic testing, physical and occupational therapy, evaluations and treatment, psychological/psychiatric evaluations, speech and audiological evaluations and treatment, hearing aids, dental services, amniocentesis and genetic counseling for parents of children with disabling conditions, prosthetic, orthotic, and other medical supplies and equipment, and EPSDT screenings.
3. Specialized treatment services through outpatient clinics at CDRC centers

9. **Cooperative Relationships:** N/A

10. **Services Provided by Local Agencies:** N/A

11. **Identification and Outreach:** N/A

12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:** N/A

14. **Reimbursement:**
Billings will be done on the UB-92 in accordance with billing instructions and requirements in OMAP’s Hospital Services Guide. CDRC agrees that it is not a direct provider of augmentative communicative devices or other large items of durable medical equipment. CDRC is not required to obtain prior authorization before billing for covered services, except CDRC agrees to conform to all limitation on services in the provision of hearing aids. (Additional details are given for overpayment, interim payment, third part billing, and the maximum compensation to be billed).

15. **Reporting Data:** N/A

16. **Review:** N/A

17. **Liaison:** N/A

18. **Evaluation:** N/A
19. General Contract Provisions:
- amendment/modification of agreement
- termination of agreement
- confidentiality of records/HIPAA
- indemnification/liability
- failure to satisfy SOW

State: Rhode Island (Region 1), document 1 of 2

Document:
Rhode Island Department of Health, Division of Family Health: Medicaid/EPSDT Administrative Activities
Author: Rhode Island Department of Health, Division of Family Health
Date: 1995  Pages: 12 pp.
Document URL: http://www.mchlibrary.info/iaa/states/ri_1_2.pdf

Contractual Details:

1. Effective Date: February 16, 1995.
2. Duration: N/A
3. Type of Agreement: N/A
4. Agencies Involved:
This document lists only the Department of Human Services (DHS), Division of Family Health’s [Title V] administrative activities as they relate to Medicaid/EPSDT.
5. Authority Cited: Generally cites the SSA, but does not give specific reference.

Summary Related to CMS Requirements:

6. Objectives:
To specify the administrative activities related to the Medicaid/EPSDT programs that include all activities designed to ensure the availability, accessibility, and coordination of required health care resources.

7. Responsibilities:
The Department of Human Services (DHS), Division of Family Health is responsible for coordinating and care planning to assist individuals to enroll in a program; arranging for and providing a support plan of care; program planning and development to establish strategies and model projects to ensure system capacity; conducting activities that ensure needed services; and billing for activities that will not include costs for activities currently being provided in accordance with the Head Start, Early Intervention, and Adolescent Pregnancy Medicaid agreements.

8. Services Provided by Agency:
The Department of Human Services (DHS), Division of Family Health will provide the
following services (multiple examples of each type of service are provided in the document):

A. Outreach and Intensive Informing: using a combination of oral and written information methods that describe the range of services available through the programs and the benefits of preventive or remedial care offered by these programs.

B. Facilitating Medicaid Applications: assisting in determining eligibility.

C. Care Planning and Coordination Activities: coordinating screenings, assessments, examination, and evaluations, assisting individuals access services, etc.

D. Interagency Coordination: performing collaborative activities with other agencies to improve the cost effectiveness of the health care delivery system, improve the availability of services, focus services on specific population groups or geographic areas in need of special attention, or define the scope of each agency’s programs.

E. Other Training: conducting or participating in training.

F. Program Planning and Development: performing activities that support the planning and development of programs.

G. Quality Management: performing activities such as program monitoring and auditing that are necessary for proper and efficient Medicaid administration.

9. Cooperative Relationships:

See Section 8, Service D (developing IAAs to maximize effectiveness of service delivery and accessibility to services, and to minimize duplication).

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8, Service A, B.

12. Reciprocal Referrals: N/A

13. Coordinating Plans: See Section 8, Service C.

14. Reimbursement: N/A

15. Reporting Data: N/A

16. Review:

Reviewing program policies, procedures, standards protocols, and health related educational materials.

17. Liaison: N/A

18. Evaluation:

Working with other agencies to evaluate the effectiveness of service delivery systems and needed improvements.

19. General Contract Provisions: N/A
State: Rhode Island (Region 1), document 2 of 2

Document: Memorandum of Agreement between the Department of Human Services, RI Department of Health, and RI Health Center Association Regarding the: Rhode Island Family Resource Counselor Program

Author: Rhode Island Department of Health, Division of Family Health

Date: 2004 Pages: 12 pp.

Document URL: http://www.mchlibrary.info/iaa/states/ri_2_2.pdf

Contractual Details:

1. Effective Date: June 14, 2004.
2. Duration: N/A
3. Type of Agreement: Memorandum of Agreement.
4. Agencies Involved:
   A. Department of Health (DOH) [Title V].
   B. Department of Human Services (DHS), Division of Family Health [Title XIX].
   C. Rhode Island Health Center Association (RIHCA).
5. Authority Cited: N/A

Summary Related to CMS Requirements:

6. Objectives: N/A

7. Responsibilities:
The Family Resource Counselor Program is designed to screen and refer pregnant women, children and families for RItte Care/RItte Share, Family Independence Program (FIP), Child Care Subsidy, Food Stamps and Women, Infants and Children (WIC) and to help them apply for RItte Care/RItte Share.

8. Services Provided by Agency:
   A. DOH
      1. Explore ongoing funding sources in collaboration with DHS and RIHCA.
      2. Analyze data provided by RIHCA and DHS for the purpose of program evaluation.
      3. Conduct overall program evaluations.
      4. Provide annual training on WIC eligibility and referrals.
      5. Participate jointly with DHS and RIHCA in overall program oversight and policy development for the FRC program.
      6. Participate in quarterly FRC planning meetings.
      7. Participate in quarterly FRC trainings.
      8. Participate in the monthly Covering Kids and Families FRC Network meetings.
B. CHS, Center for Child and Family Health (CCFH).
1. Explore ongoing funding sources.
2. Have a liaison or designee participate in quarterly FRC planning meetings.
3. Have a liaison or designee participate in quarterly FRC trainings.
4. Enter into a data sharing agreement with RIHCA.

C. DHS.
1. Assign a Field Operations Liaison to be responsible for ensuring that RIHCA is given timely updates and information.
2. Assign a Field Operations Liaison to participate in quarterly Field/FRC Issue meetings.
3. Assign a Field Operations Liaison to participate in quarterly FRC planning meetings.
4. Assign a Field Operations Liaison to participate in quarterly FRC trainings.
5. Have regional managers or their designees participate in semiannual meetings.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals: N/A

13. Coordinating Plans: N/A


15. Reporting Data:
RIHCA agrees to the following:
1. To collect data from the FRCs on a monthly basis.
2. To compile data from the FRC reports on the number of individuals screened for FIP, Food Stamps, WIC, and Rite Care, the number of Rite Care/Rite Share applications completed, and provide written reports to Health, DHS, Covering Kids and Families RI and FRC sites.
3. To track on a monthly basis systemic barriers to enrollment and application assistance.

16. Review: N/A

17. Liaison:
RIHCA agrees to the following:
1. To advocate on behalf of all FRCs to resolve barriers to application assistance and enrollment.
2. To act as a liaison between DHS, Health, and the FRCs.
3. To participate in quarterly Field/FRC Issue meetings with the DHS Field Operations Liaison to discuss specific issues and obtain policy and procedure updates.
4. To coordinate semiannual meetings at each field office with the Regional Manager, local DHS eligibility staff, and the FRCs to ensure continued positive working relationships and reduce barriers to enrollment and renewal.
18. Evaluation:
See Section 8, Service A3 for overall program evaluation.

19. General Contract Provisions: N/A

State: South Carolina (Region 4)

Document:
Memorandum of Agreement between South Carolina Department of Health and Environmental Control and State Budget and Control Board, Office of Research and Assistance to Link Maternal and Child Health Data Files for Public Health Research, Evaluation, and Surveillance

Author: South Carolina Department of Health and Environmental Control
Date: 2004 Pages: 12 pp.

Document URL: http://www.mchlibrary.info/iaa/states/SC_1_1.pdf

Contractual Details:

1. Effective Date: July 1, 2004.
3. Type of Agreement: Memorandum of Agreement.
4. Agencies Involved:
   A. South Carolina Department of Health, Environmental Control (DHEC) [Title V].
   B. State Budget and Control Board, Office of Research and Statistics (ORS).
5. Authority Cited:
   A. HIPAA 45 CFR, Parts 160 and 164.
   B. Family Privacy Protection Act, South Carolina Procurement Code, Section 11-35-10, et. Seg.

Summary Related to CMS Requirements:

6. Objectives:
   A. To cooperate in creating linked, de-identified data files that will be used for public health and health care research, program evaluation, and surveillance.
   B. To establish the parameters for the linking and analysis of MCH data files with other State agency and hospital utilization data sets for public health and health care research, evaluation, and surveillance purposes.

7. Responsibilities: N/A

8. Services Provided by Agency:
   A. SC DHEC:
      1. Provide client specific data from appropriate program specific information systems.
      2. Provide ORS with documentation and code structure for each data set.
      3. Ensure that DHEC and DHEC funding agencies have the authority to audit, confirm, and test that adequate procedural controls are in place to protect the confidentiality and use of data shared.
4. Geocode DHEC Public Health Information and Statistics (PHSIS) all linked address data using Census geography levels.

B. ORS.
1. Establish and maintain procedures and controls to maintain confidentiality.
2. Hold in strictest confidence the identity of all DHEC clients.
3. Perform the link between the DHEC datasets and other State agency and health care utilization data sets to create de-identified data sets for public health and health care research, evaluation, and surveillance.
4. Coordinate all requests for access to the linked data files.

9. Cooperative Relationships: N/A

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: N/A

12. Reciprocal Referrals: N/A

13. Coordinating Plans: N/A

14. Reimbursement: N/A

15. Reporting Data: This Agreement deals exclusively with maintenance and transfer of data files. See Section 8 for details.

16. Review: N/A

17. Liaison: N/A

18. Evaluation: N/A

19. General Contract Provisions: amendment/modification of agreement termination of agreement confidentiality of records/HIPAA indemnification/liability nondiscrimination
State: South Dakota (Region 8)

Document: 
Joint Powers Agreement between South Dakota Department of Social Services, Office of Medical Services and South Dakota Department of Health, Division of Health and Medical Services

Author: South Dakota Department of Social Services

Date: n.d. Pages: 3 pp.

Document URL: http://www.mchlibrary.info/iaa/states/SD_1_1.pdf

Contractual Details:

1. Effective Date: N/A
2. Duration: A period of 1 year from the date both parties sign this agreement.
3. Type of Agreement: Joint Powers Agreement.
4. Agencies Involved:
   A. South Dakota Department of Social Services (DSS), Office of Medical Services [Title XIX].
   B. South Dakota Department of Health (DOH), Division of Health and Medical Services [Title V].

Summary Related to CMS Requirements:

6. Objectives:
   A. To promote high-quality health care and services for Medical Assistance program recipients.
   B. Whereas, DSS and DOH:
      1. Intend to promote high quality health care and services for recipients under the Medical Assistance Program.
      2. Intend to comply with State and Federal statues, etc.
      3. Intend to ensure services provided under Title XIX and Title V are consistent with the needs of recipients and DSS and DOH objectives and requirements.
      4. Intend to maximize utilization of MCH Services by DSS in the provision of medical assistance.
      5. Intend to maximize utilization of the Medical Assistance Program by DOH in the provision of MCH Services.
      6. Believe it is an efficient use of State resources to undertake this joint undertaking demonstrating the commitment of both parties to ongoing collaboration.


8. Services Provided by Agency:
   A. DSS.
      1. Refer Title XIX eligible children under 18 to DOH’s SCHS whose physical functions and movements are impaired.
      2. Refer all sexually active women of child bearing age and their male partners in need of
contraception counseling to the local Family Planning Clinic or other family planning providers.
3. Refer all Title XIX pregnant women to the Community Health Services Program.
4. Refer all known pregnant, postpartum, and breastfeeding women and young children potentially eligible to WIC for services.
5. Accept financial responsibility for reimbursement of medically necessary preventive, diagnostic, medical or remedial care and services provided to any individual under 21 or any individual who is pregnant to the extent of that individual’s medical assistance entitlement.
6. Accept responsibility for payment of services within the scope of the Medical Assistance Program provided by any of the eligible individuals in accordance with fees allowed through the Medical Assistance Program and South Dakota Department of Health Programs.
7. Consult with DOH in developing the standards and periodicity and vaccination schedules for EPSDT program with DOH.

B. DOH.
1. Refer to DSS all those under 21 and women of child-bearing age in need of preventive, diagnostic, medical or remedial care and services and who are, or may be, eligible.
2. Inform any Title XIX/CHIP eligible families with children about the EPSDT program and make appropriate referrals.
3. Identify pregnant women and infants who are potentially eligible for Title XIX and assist them in applying.
4. Identify potentially eligible children and assist them in applying for the CHIP program.
5. Participate in the establishment of periodicity schedules and content standards for the EPSDT program.
6. Provide risk assessments and other services to Title XIX eligible pregnant women potentially in need of administrative case management services.
7. Participate in outreach efforts of the CHIP program by providing information with health fairs, immunization clinics, Community Health Services Offices, and public health alliance offices.
8. Provide a toll-free telephone number for use by parents and consumers to access information about physicians, practitioners, and other health care providers in South Dakota.

C. Mutual Services.
1. Enhance coordination between departments by establishing procedures for the early identification of individuals under 21 in need of preventive, diagnostic, medical or remedial care, and services provided by either department.
2. Retain the sole and exclusive right to terminate eligibility.
3. Make such reports that may be required.
4. Designate a professional staff person on behalf of each department to act as the liaison for the activities contained in this agreement.
5. Enhance coordination between departments by establishing procedures for early intervention of pregnant women in need of medical care and services provided by either department.


10. Services Provided by Local Agencies: N/A
11. **Identification and Outreach**: See Section 8, Service A6, B7, B8.
13. **Coordinating Plans**: See Section 8, Service B5, C1.
15. **Reporting Data**: See Section 8, Service C3.
16. **Review**: N/A
17. **Liaison**: See Section 8, Service C4.
18. **Evaluation**: N/A
19. **General Contract Provisions**:
   amendment/modification of agreement
   termination of agreement

**State: Texas (Region 6)**

**Document:**

*[Explanation on the Lack of Formal Title V/Title XIX Interagency Agreement in the state of Texas]*

**Contractual Details:**

“In Texas, both state MCH programs (currently in the newly formed Texas Department of State Health Services) and the state Medicaid program (organizationally part of Texas Health and Human Services Commission) are both organizationally aligned under the Health and Human Services Commission (HHSC), the ‘umbrella/oversight’ agency for Texas’ health and human services system. This organizational alignment permits the MCH and Medicaid programs to work collaboratively and cooperatively in the absence of formal interagency agreements, on most issues.

However, there are such instances where agreements become more formalized. For example, certain elements of the MCH program are formalized as part of an RFP and/or contracts made between the State and various contractors. For example, the RFP found at [http://www.hhsc.state.tx.us/medicaid/procure/rfp.html](http://www.hhsc.state.tx.us/medicaid/procure/rfp.html) relates to formalized activities related to the CSHCN program and Texas’ Medicaid claims administrator.”

--- Maria Vega, Title V Block Grant Coordination, Texas Department of State Health Services.
State: Utah (Region 8)

Document:
Memorandum of Agreement: Utah Department of Health, Division of Health Care Financing and Division of Community and Family Health Services: Interagency Coordination - Title V, Title XIX [Draft]

Author: Utah Department of Health
Date: 2001 Pages: 17 pp.
Document URL: http://www.mchlibrary.info/iaa/states/UT_1_1.pdf

Contractual Details:

1. **Effective Date:** April 1, 2001.
2. **Duration:** Will not terminate unless in accordance with the terms of this agreement.
3. **Type of Agreement:** Memorandum of Agreement.
4. **Agencies Involved:**
   A. Utah Department of Health, Division of Health Care Financing and Division of Community (DCFHS) [Title V].
   B. Utah Department of Health, Division Family Health Services (DFH) [Title XIX].
5. **Authority Cited:** 42 CFR 431.615(c4).

Summary Related to CMS Requirements:

6. **Objectives:**
   A. To formalize and strengthen the relationship between DCFHS and DHCF in areas of mutual interest and concern, avoid duplication of effort, improve access to T19 and T5 to eligible Medicaid clients.
   B. To enhance the quality and T19 and T5 services.
   C. To enhance program coordination and information exchange to the extent possible.

7. **Responsibilities:** N/A

8. **Services Provided by Agency:**
   A. **DHCF.**
      1. Assign the Director of Health Care Financing, or designee, to be Division liaison to DCFHS.
      2. Coordinate and collaborate with DCFHS in planning and implementing Medicaid services related to MCH populations.
      3. Collaborate with DCFHS to improve access to and quality of services for Medicaid recipients who need MCH services.
      4. Reimburse DCFHS, in accordance with 42 CFR 431.614(c4), for the cost of services furnished Medicaid recipients by DCFHS and Title V grantees.
      5. Provide the CHEC Program Plan, which includes sections on needs assessment, outreach, and participation data, for use in the MCH Block Grant Application and Annual MCH Report.
      6. Coordinate CHEC outreach activities with related programs.
      7. Coordinate outreach efforts related to the “Baby Your Baby” program.
8. Collaborate with DCFHS in efforts to improve the immunization rates for all children.
9. Provide non-confidential and readily available enrollment, utilization, and quality assurance data to DCFHS.
10. Disseminate information, annually, through Medicaid Information Bulletins or other methods.
11. Coordinate and collaborate with DCFHS in planning, implementing, and evaluating QA/AI projects.
12. Coordinate and collaborate with DCFHS in monitoring services provided by MCOs.
13. Ensure that all managed care contracts include provisions requiring them to contract with CDFHS for minimum screening and follow-up services.
14. Establish the Division of Community and Family Health Services as a Medicaid provider.
15. Recognize the director of the Bureau of CSHCN as a member of the EPSDT subcommittee.

B. DCFHS.
1. Assign the Director, Bureau of MCH, with the responsibility to ensure the coordination of services, outreach, and education provided by the Title V programs.
2. Assign the Director, Bureau for CSHCN with the responsibility to ensure coordination of services, outreach, and education provided by the Title V programs.
3. Encourage Title V-funded and other DCFHS-sponsored programs to screen families for possible eligibility for Medicaid benefits.
5. Provide dental consultation and serve as liaison with the dental provider community.
6. Designate DCFHS staff to coordinate the Child, Adolescent, and School Health Program and other related programs.
7. Provide to DHCF MCH data related to Medicaid clients.
8. Bill DHCF for selected eternal products.
10. Bill Medicaid for selected enterable and metabolic products for specific WIC clients.
11. Abide by this Agreement.
12. Coordinate and interface with Medicaid managed care plans to follow the care of any person covered through a managed care plan.

C. Mutual Services.
1. Conduct mutual collaboration and coordination. Each Division will designate specific individuals for each forum to coordinate activities.
2. All information regarding recipients of services provided shall be treated as confidential.

9. Cooperative Relationships:
See Section 8, Service A1, A2, A3, A6, A7, A8, A11, A12, B12.

10. Services Provided by Local Agencies: N/A

11. Identification and Outreach: See Section 8, Service A6, A7, B3.
12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:** See Section 8, Service A8, A11, A12, B11, B12, C1.

14. **Reimbursement:** See Section 8, Service A4, B8, B9, B10.

15. **Reporting Data:** See Section 8, Service A5, A9, A10, B7.

16. **Review:** Both parties will review this document annually and update as needed.

17. **Liaison:** See Section 8, Service C1.

18. **Evaluation:** See Section 16.

19. **General Contract Provisions:**
   - amendment/modification of agreement
   - termination of agreement
   - confidentiality of records/HIPAA
   - indemnification/liability

**State: Virginia (Region 3)**

**Document:**
*Interagency Agreement Between Virginia Department of Medical Assistance Services and Virginia Department of Health*

**Author:** Virginia Department of Medical Assistance Services

**Date:** n.d. **Pages:** 55 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/va_1_1.pdf](http://www.mchlibrary.info/iaa/states/va_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** This agreement shall become effective when signed.
2. **Duration:** This agreement shall become effective when signed and shall continue thereafter for a period of 3 years.
3. **Type of Agreement:** Interagency Agreement.
4. **Agencies Involved:**
   - A. Virginia Department of Medical Assistance Services (DMAS) [Title XIX].
   - B. Virginia Department of Health (VDH) [Title V].
5. **Authority Cited:**
   - A. 42 CFR, Subpart M, Section 431.610 (f).
   - B. 42 CFR, Subpart M, Section 431.615 (d).
Summary Related to CMS Requirements:

6. Objectives:
This Agreement consolidated DMAS-VDH agreements into one document. The agreements are organized into three discrete sections as follows:
1. Long-term Care Agreements.
2. Business Associate Agreement and Data Projects.

7. Responsibilities: N/A

8. Services Provided by Agency:
The IAA lists hundreds of services that each agency is responsible for under each of its three discrete sections. The following services are abstracted from the overwhelming list as representative services:

A. DMAS.
1. Require pre-admission screening of all individuals who are eligible for medical assistance.
2. Require local pre-admission screening committees to be available to render decisions.
3. Prepare documentation that describes current program procedures and criteria.
4. Provide training.
5. Authorize Medicaid reimbursement.
6. Provide TA as needed.

B. VDH.
1. Request the District health Director to convene a local community screening committee.
2. Ensure that all local health department personnel have been properly trained.
3. Refer individuals for appropriate services.
4. Determine the necessary for appropriate care in accordance with Medicaid guidelines.
5. Authorize Medicaid reimbursement when appropriate.
6. Submit required forms.

9. Cooperative Relationships:
A section on “Planning, Coordination, and Collaboration” or “Areas of Collaboration” is included in each of the programs listed in all three sections of the IAA and details the overarching call for cooperative relationships detailed in Section 9 above.

10. Services Provided by Local Agencies:
Engagement of local agencies is integrated in many of the services detailed. Plans for services to be provided are often developed locally on conjunction with community partners.

11. Identification and Outreach:
Mechanisms for outreach are given in each of the three sections. E.g., BABYCare services encompass outreach conducted through medical clinics, physicians’ offices, and hospitals.
12. **Reciprocal Referrals:** N/A

13. **Coordinating Plans:**
The scope of services covered under the Virginia Medical Assistance Services Program (Medicaid) may impact VDH’s program plans and budgets. Similarly, actions of the VDH may affect Medicaid provider service requirements and the cost of services. Therefore, each agency hereby states its intention to coordinate plans to alter current levels of health related services that could affect the plans or operations of the other agency and to consider responses concerning potential impacts before changes are adopted.

14. **Reimbursement:**
DMAS will reimburse VDH by one of three methods (Pass Through Transaction; Vendor Transaction; Licensure and Certification; Claims Processing). VDH shall bill DMAS via Interagency Transfer (IAT) for its monthly costs within 24 days of the close of each month. The IAT shall reflect the total expenditures (both direct and indirect). Specific amounts for reimbursement are detailed for each section: 1. Long-term Care Agreements; 2. Business Associate Agreement and Data Projects; 3. Maternal and Child Health Collaborative.

15. **Reporting Data:**
This is a summary of processes to transfer data:

A. **VDMSA.**
1. Provide a key contact whose responsibility will be to ensure a secure data transfer process and establish proper data use safeguards.
2. Use data for the purpose of verification of a recipients’ status and to check for payments made.
3. Acknowledge the receipt of information to VDH.

B. **VDH.**
1. Provide a key contact whose responsibility will be to ensure a secure data transfer process and establish proper data use safeguards.
2. Provide data on a quarterly basis.
3. Data exchange will be initiated by VDH in a confidential method.

16. **Review:** N/A

17. **Liaison:**
DMAS and VDH contacts are given for each of the programs listed in all three sections of the IAA.

18. **Evaluation:** N/A

19. **General Contract Provisions:**
amendment/modification of agreement
termination of agreement
confidentiality of records/HIPAA
dispute resolution mechanism
**State: Washington (Region 10)**

**Document:**

**Author:** Washington State Department of Health

**Date:** n.d.  **Pages:** 34 pp.

**Document URL:** [http://www.mchlibrary.info/iaa/states/WA_1_1.pdf](http://www.mchlibrary.info/iaa/states/WA_1_1.pdf)

**Contractual Details:**

1. **Effective Date:** [January 1, 2000].
2. **Duration:** [January 1, 2000 - June 30, 2004].
3. **Type of Agreement:**
   Interlocal Agreement in 5 Exhibits: Exhibit A (Statement of Work); Exhibit B7 (Agency Responsibilities); Exhibit C (Administrative Match Reimbursable Activities: Outreach and Linkage); Exhibit E (Compensation and Administration); Exhibit F7 (DOH/DSHS-MAA Accounting Procedures).
4. **Agencies Involved:**
   A. The Department of Social and Health Services (DSHS) - Medical Assistance Administration (MAA) [Title XIX].
   B. The Department of Health (DOH) [Title V].
5. **Authority Cited:** Chapter 39.34 RCW and all relevant and associated statutes.

**Summary Related to CMS Requirements:**

6. **Objectives:**
   A. To provide DOH reimbursement for a portion of the expenses incurred when performing Medicaid-related administrative activities as described in the Exhibits.
   B. To document responsibilities for implementation of the shared DOH and MAA programs and activities and to ensure documented accounting procedures are adhered to and maintained.
   C. To document the delegation of certain administrative duties from the T19 Single State Agency to the DOH and to designate responsibilities of DOH and DSHS in their jointly operated programs and activities.

7. **Responsibilities:**
   DOH has responsibility for all MCH program activities, furnishing the necessary personnel and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in this Agreement. Unless otherwise specified, the DOH shall be responsible for performing all fiscal and program responsibilities.

8. **Services Provided by Agency:**
   *Exhibit B7: Agency Responsibilities.*
   A. **DOH.**
      1. MCH Administration.
      2. CSHCN: DOH shall (a) promote collaboration with DSHS-MAA; (b) have the CSHCN-
SSI coordinator serve as liaison with the Disabilities Determination Service Unit; (c) maintain policies and procedures; (d) coordinate with DSHS to maintain guidelines on reimbursement; (e) assist MAA in facilitating access to health care for eligible SSI children; (f) coordinate with MAA to provide consultation to CSHCN contractors.

3. MCH Assessment: DOH shall (a) conduct PRAMS surveillance system; (b) reimburse MAA for providing analyses and reports.

4. Genetics: DOH shall (a) maintain and update prenatal genetic counseling information; (b) provide consultation to providers; (c) ensure availability of DOH funds for the State match for Title XIX reimbursement; (d) coordinate training and monitoring activities with MAA.

5. Maternal Infant Health: DOH shall assist with (a) Maternity Support Services (MSS) and childbirth education; (b) Infant Case Management (ICM); (c) First Steps training; (d) Pregnancy Risk Assessment Monitoring System (PRAMS); (e) Healthy Mothers, Healthy Babies (HMHB) outreach; (f) perinatal centers; (g) consultation; (h) home birth; (i) tobacco cessation activities.

6. Child and Adolescent Health / Child Profile: DOH shall coordinate with MAA in developing and implementing strategies to improve access to Medicaid services, including EPSDT, oral health and CHILD Profile health promotion materials.

7. Immunizations: DOH shall promote immunizations and related services for Medicaid and S-CHIP clients.

8. MCH Programwide Activities: DOH shall contract with HMHB for a toll-free line and outreach activities.


10. Family Planning and Reproductive Health.

11. WIC Program collaboration.

12. Newborn Screening collaboration.

13. Office of Community and Rural Health collaboration.


15. Office of the Secretary collaboration.


18. Accounting and Audit.

19. Exchange of Information: All client-specific and aggregate data exchanged shall be maintained. In keeping with measures to protect the confidentiality of records, DOH shall utilize strict security procedures and protection to ensure that these data are not disclosed to unauthorized third parties.

B. DSHS-MAA.

1. General Responsibilities: (a) reimburse approved providers billing for MSS, Prenatal Genetic Counseling Services, and HIV/AIDS Case Management through the MMIS; (b) provide updates to DOH regarding Medicaid and S-CHIP eligibility requirements and program changes; (c) assist Title V contractors in obtaining Title XIX administrative match; (d) DDDS will refer to the Title V CSHCN program all SSI blind and disabled childhood disability decisions who are under the age of 16; (e) designate individuals to coordinate with DOH staff on Medicaid related activities.

2. Immunizations collaboration.

3. Accounting collaboration.
4. First Steps Training collaboration.
5. Office of Community and Rural Health collaboration.
6. Tobacco Control and Prevention Program collaboration.

9. Cooperative Relationships:
Cooperation and coordination of plans is integrated throughout Exhibit B7.

10. Services Provided by Local Agencies:  N/A

11. Identification and Outreach:
Exhibit C: Administrative Match Reimbursable Activities: Outreach and Linkage. Outreach and linkage activities reimbursed by MAA through the Administrative Match program are limited to activities that provide information about the Medicaid program, help potential Medicaid eligibles through the application process, and enhance the ability of Medicaid eligibles to access Medicaid services. Activities that link families with services other than Medicaid are not reimbursable under the Administrative Match program.

12. Reciprocal Referrals:  See Section 8, Service B1(d).

13. Coordinating Plans:  Cooperation and coordination of plans is integrated in Exhibit B7.

14. Reimbursement:
Exhibit E: Compensation and Administration. 
A. Consideration for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services shall be based on established rates or in accordance with established terms.
B. For all Title XIX delegated program and administrative activities included in this agreement, DOH is responsible for maintaining compliance with Medicaid Federal regulations and any overpayments requested as a result of audit findings.

Exhibit F7: DOH/DSHS-MAA Accounting Procedures.

See also Section 8, Service B1(a, b).

15. Reporting Data:  See Section 8, Service A19.

16. Review:  N/A

17. Liaison:  See Section 8, Service B1(e).

18. Evaluation:  N/A

State: Wisconsin (Region 5)

Document:  
[Wisconsin] Memorandum of Understanding: Title V, WIC, Title XIX and Title XXI

Author:  
State of Wisconsin Department of Health and Family Services, Division of Public Health

Date: 2000   Pages: 7 pp.

Document URL: http://www.mchlibrary.info/iaa/states/wi_1_1.pdf

Contractual Details:

1. Effective Date: March 7, 2000.
2. Duration: Until terminated or amended.
3. Type of Agreement: Memorandum of Understanding.
4. Agencies Involved:
   A. Wisconsin Department of Health and Family Services, Division of Public Health (DPH), including the CSHCN Program and the WIC Program [Title V].
   B. Wisconsin Department of Health and Family Services, Division of Health Care Financing (DHCF) [Title XIX].
5. Authority Cited:
   No overarching authority cited. Authority for specific programs (e.g., EPSDT and WIC) are cited.

Summary Related to CMS Requirements:

6. Objectives:
   To improve the health status of low income women, infants, and children including special needs children by ensuring provision of preventive services and of any necessary treatment and/or follow-up care allowed under the SSA. in the context of an ongoing provider-patient-family relationship and from continuing care providers who can provide quality and comprehensive care.

7. Responsibilities:
   A. Title V and WIC funded agencies will be encouraged to make available their range of services to the recipients of Medicaid, including outreach to ensure that all family members who may qualify are informed about the program and how to apply.
   B. Recipients of Medicaid will be encouraged to utilize Title V and WIC services.
   C. Title V-funded agencies will adhere to the precedence of Medicaid billing principles.
   D. Title V program income from Title XIX reimbursed services will be applied as State matching resources, against requirements stated in Federal Title V regulation.
   E. HealthCheck (EPSDT) services are to be mutually agreed upon.
   F. The parties agree to periodically address issues and resolve problems, and to jointly develop formal procedures that will carry out the spirit and letter of the agreement. An ongoing liaison will be developed between the DPH and DHCF to review content standards for HealthCheck.
   G. This Agreement will be reviewed annually by both parties and updated as necessary.
8. Services Provided by Agency:
Services have been designed to address the responsibilities in Section 7, including referring eligible clients between participating programs; obtaining reimbursement for services rendered; sharing of data, reports, and other relevant information; and developing collaborative and/or complementary service programs in the following areas.

A. Medicaid Managed Care Expansion.
B. Wisconsin’s Program for CSHCN.
C. Wisconsin WIC Program.
D. Toll-Free Telephone Numbers.
E. HealthCheck (EPSDT).
F. Medicaid Applicant Identification and Assistance.
G. Cooperative and Collaborative Relationships.

9. Cooperative Relationships:
Title V, Title XIX, and the State WIC programs agree to establish cooperative and collaborative relationships, including work groups and periodic meetings, with respect to the following programs and services, including, but not limited to: HealthCheck (EPSDT); Immunizations; CSHCN; Recipient Access/Provider Participation including Electronic Benefits Transfer; Medicaid Clinical Review; Prenatal Care Coordination; Healthy Start; Birth to Three; Children Come First; Expansion of Medicaid Managed Care programs; Medicaid outreach and eligibility; DadgerCare including Title XXI; Family Planning waiver service; and Implementation of Medicaid eligibility functions with the Department of Workforce Development.

10. Services Provided by Local Agencies:
A. Encourage State, regional, and local health department staff to participate in any Medicaid managed care advisory groups.
B. Provide local health departments and WIC projects with essential information on how the Medicaid managed care system works, current information on Medicaid quality of care indicators, and the current Medicaid reimbursement.
C. Provide HMOs with information on local health departments and WIC projects and the services they provide.
D. Promote coordination and collaboration between local health departments WIC Projects, HMOs, and other Title XIX managed care programs.

11. Identification and Outreach: See Section 7, Activity A.

12. Reciprocal Referrals:
HMOs are to refer pregnant, breastfeeding, and postpartum women, infants, and children under age 5 years to the WIC Program. The WIC Program will refer WIC applicants/participants to Medicaid programs and services.

13. Coordinating Plans:
Wisconsin Title V, Title XIX, and WIC Programs agree to collaborate on programs and services to identify pregnant women and children who may be eligible for Medicaid and once identified, to assist them in applying for such assistance, including selecting an appropriate managed care delivery system.
14. **Reimbursement:**
Title V-funded agencies will adhere to the precedence of Medicaid billing principles: Medicare and private third party payers as first recoverable dollar, Medicaid as second dollar, and Title V as third dollar, in payment for services rendered. Medicaid-certified Title V agencies must have an established fee schedule on file and bill Medicaid according to the schedule.

15. **Reporting Data:**
Electronic data exchange and other data exchange for the administration, evaluation, and analysis of the CSHCN Program.

16. **Review:** See Section 7 Activity G.

17. **Liaison:** See Section 7 Activity G.

18. **Evaluation:** See Section 7 Activity G.

19. **General Contract Provisions:**
termination of agreement
amendment/modification of agreement
confidentiality of records/HIPAA