



Department of Vermont Health Access

and

Vermont Department of Health

Intra-Governmental Agreement

For the delivery of services under

Vermont's Global Commitment to Health Demonstration Waiver

Effective Date: March 1, 2015

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Section 1: General Provisions

1.1 Purpose

The purpose of this Intra-Governmental Agreement (IGA) is to specify the responsibilities of the Department of Vermont Health Access (DVHA) and the Vermont Department of Health (VDH) pertinent to the *Global Commitment to Health* waiver.

Through this IGA, DVHA is delegating certain managed care functions to VDH. This IGA is designed to describe these delegated functions, and to comply with the contracting requirements of 42 CFR 434.6

1.2 Background Information

Vermont's system for the delivery of Medicaid services is managed through our *Global Commitment to Health* waiver. This waiver, also referred to as an 1115 waiver, is an agreement between the Vermont Agency of Human Services (AHS) and the Centers for Medicare and Medicaid Services (CMS).

The *Global Commitment to Health* waiver identifies AHS as the state agency responsible for ensuring that Medicaid services are delivered in accordance with federal statutes as well as the terms of our *Global Commitment to Health* waiver. AHS delegates most of its Medicaid responsibilities to DVHA through an IGA between AHS and DVHA.

Through this IGA, DVHA is delegating certain administrative functions through this IGA. These administrative functions include:

- Grievance Systems (42 CFR §438.228)
- Quality Assessment and Performance Improvement Program (42 CFR §438.200-204 and §438.240)
- Certifications and Program Integrity (42 CFR §438.608)
- Confidentiality (42 CFR §438.224)
- Coverage and Authorization of Services (42 CFR §438.210)
- Monitoring, Compliance and Reporting (42 CFR §438.66)
- Subcontractual Relationships and Delegation (42 CFR §438.230)

The language in 42 CFR §438.230 describes a Managed Care Organization's obligations as they relate to Subcontractual Relationships and Delegation. Since DVHA operates using a managed care model, DVHA must have "...a written agreement that specifies the activities and report responsibilities delegated to the subcontractor..."

1.2.1 VDH is serving as a Subcontractor to DVHA in carrying out delegated functions.

1.2.2 The parties agree that this IGA was developed to satisfy this statutory requirement and to clarify the roles and responsibilities of DVHA and VDH in carrying out the *Global Commitment to Health* waiver.

1.2.3 DVHA, as required under federal law and Vermont’s federal Waiver to “...oversees and is accountable for any functions and responsibilities that it delegates to any subcontractor...” and DVHA “...monitors the subcontractor’s performance on an ongoing basis and subjects it to a formal review according to a periodic schedule...” In order to meet this requirement, DVHA and VDH will work collaboratively to ensure compliance with the Medicaid Managed Care requirements associated with the delegated responsibilities identified in this IGA.

1.2.4 The parties agree that the activities required in this IGA are not optional or voluntary. Each section of this IGA cites the laws pertaining to each required activity. DVHA and VDH are legally obligated to adhere to the entirety of this agreement. The citations listed in this document do not constitute an exhaustive list of all statutes and rules related to our managed care functions.

1.3 Agreement Review and Renewal

The parties to this agreement agree that the IGA provides a comprehensive description of each party’s responsibilities as they relate to the *Global Commitment to Health* waiver and DVHA’s role operating under a Medicaid managed care model.

1.3.1 The parties to this agreement agree that the IGA shall be effective for the period from March 1, 2015 to December 31, 2015.

1.3.2 The parties to this agreement agree that the IGA may be amended in writing by mutual agreement between DVHA and VDH as necessary. In the event that a new agreement is not executed prior to the expiration date of this agreement, the current agreement shall remain in effect until a successor agreement is signed.

1.4 Collaboration between DVHA and VDH

In order to ensure effective communications between DVHA and VDH, each Department shall identify a primary contact person for matters related to this IGA. These two individuals will work collaboratively to ensure that the terms of this IGA are fulfilled and to increase the continuity of services and functions delivered between both Departments. DVHA’s IGA contact person shall serve as a compliance consultant to VDH, when necessary, to help VDH to develop processes and policies that comply with federal and state statutes, rules and other requirements. Furthermore, the DVHA IGA contact person shall, as necessary, use the resources of DVHA units and committees to answer questions, review processes and provide technical assistance to VDH.

This IGA is designed to provide a basic structure for the Managed Care relationship between DVHA and VDH; however, both Departments acknowledge that true collaboration must be built on positive working relationships between the Departments. It will be the responsibility of these contact people to keep both Departments aligned with our common goal of delivering high-quality, coordinated and appropriate healthcare services to our members.

1.5 Global Commitment to Health Shared Leadership

In order to effectively perform the responsibilities of the managed care organization as outlined in this agreement, DVHA and its IGA partners will establish a Global Commitment to Health (GCH) Shared Leadership Committee.

The GCH Shared Leadership Committee will be responsible for:

- Strategic leadership of the managed care organization
- Addressing and resolving any compliance issues escalated from the compliance committee
- Identification of and implementation of opportunities to provide more integrated and cost effective services to Vermonters served by the managed care organization.

The membership of the GCH Shared Leadership Committee will be comprised of the Commissioners of the Departments of the Agency of Human Services that are parties to an Intra-governmental Agreement with the Department of Vermont Health Access. Participation in the GCH Shared Leadership Committee cannot be delegated to other staff members.

1.6 Corrective Action and Dispute Resolution

DVHA and VDH share responsibility to ensure that Medicaid services are delivered in accordance with federal statutes as well as the terms of our *Global Commitment to Health* waiver. In support of this goal, VDH and its staff will notify DVHA of any issue of potential non-compliance with this IGA (or any IGA between DVHA and another IGA partner) whenever VDH becomes aware of such an issue of non-compliance.

Whenever DVHA becomes aware of a dispute or an issue of potential non-compliance with this IGA (whether through a DVHA audit, external audit or any other source), the following steps will be taken to resolve the issue:

- (1) The DVHA IGA contact person shall contact the VDH IGA contact person to discuss and research the issue. The DVHA IGA contact person and the VDH IGA contact person will personally meet to attempt to create a resolution to the issue. If a resolution is reached, the resolution will be documented, including the plan of action developed to address the non-compliance. This resolution document will be delivered to the Managed Care Compliance Committee.
- (2) If the issue cannot be resolved through the process above, the issue will be raised to the Managed Care Compliance Committee. The committee will investigate the issue, document whether an issue of non-compliance is present, and generate a "Notice of Non-Compliance". The Notice of Non-Compliance will be sent to the VDH IGA contact person (with a copy to AHS). VDH will have 30 calendar days to develop a Corrective Action Plan and deliver it to the DVHA IGA contact person (this timeline may be shortened or extended by AHS). The Corrective Action Plan will include a plan and timeline to address the issue of non-compliance as well as a process for re-evaluating the issue once it has been corrected. This corrective action plan must also demonstrate how the issue of non-compliance will be corrected within 30 days from the date that the Corrective Action Plan is delivered to DVHA. If the issue of non-compliance is fully

resolved at this level, the Managed Care Compliance Committee will document the actions taken and provide a copy of this documentation to VDH as well as the GCH Shared Leadership Committee.

- (3) In the event that the processes above does not accomplish a satisfactory result to either party, the compliance issue will be reported to the GCH Shared Leadership Committee for discussion and resolution. The GCH Shared Leadership Committee will communicate its findings/decisions to the Managed Care Compliance Committee. The Managed Care Compliance Committee will document the final resolution of the issue.

1.6.1 Managed Care Compliance Committee

DVHA will establish a Managed Care Compliance Committee responsible for reviewing and resolving managed care compliance issues as described in Section 1.6 above. The committee shall be convened by the DVHA Managed Care Compliance Director and shall comprise, at a minimum, a representative from each of the IGA Departments.

This committee will be responsible for reviewing and approving all procedure manuals, plans and policies required by this IGA. This committee will regularly report to the GCH Leadership Committee whenever executive-level guidance is required or whenever the GCH Leadership Committee should be made aware of a major change or issue related to managed care operations or compliance.

The Managed Care Compliance Committee will work with the legal counsel of each AHS department to develop, adopt and maintain a consistent policy for the approval of Data Use Agreements for any data related to our *Global Commitment to Health* programs.

1.7 Prohibited Affiliations

VDH shall not knowingly have a relationship with either of the following:

- A. An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- B. An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described above.

Federal Financial Participation is not available for amounts expended for providers excluded by Medicare, Medicaid, or CHIP, except for emergency services.

The parties to this agreement agree that a prohibited relationship is defined as an employment relationship that exists between a debarred, suspended, or otherwise excluded individual, or an affiliate, as described above, and a commissioner or deputy commissioner or officer of the department or a person with an employment consulting or other business arrangement with the department.

1.8 Managed Care Statutes

VDH shall adhere to federal regulations at 42 CFR Section §438 that would be applicable to a managed care entity unless specifically stated otherwise in the *Global Commitment to Health* waiver. VDH shall comply with federal program integrity and audit requirements as if it were a managed care organization for services and populations covered under the IGA.

VDH shall meet the requirements of all applicable Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the Americans with Disabilities Act.

1.9 Shared Savings Program

DVHA has entered into agreement with Accountable Care Organizations willing to participate in the Medicaid shared savings program through contracts with the Department of Vermont Health Access. These contracts address how conflicts about care models will be managed. Prior to entering into a conflict management agreement under these ACO contracts, DVHA will bring any request from an ACO partner to the GCH Shared Leadership Committee for discussion and recommendation.

The parties to this agreement agree that if any conflict or disagreement occurs between VDH and any of DVHA's contracted Accountable Care Organizations (ACOs), DVHA and VDH will work collaboratively to resolve the issue with the ACO. If a resolution cannot be reached, DVHA and VDH will seek additional guidance through process described in 1.6 above.

Section 2: Delegated Administrative Functions

2.1 Introduction

DVHA delegates certain *Global Commitment to Health* waiver administrative functions to VDH. This section is designed to describe the statutory expectations for the management and delivery of these delegated activities.

2.2 Quality Assurance and Improvement

VDH shall maintain an ongoing quality assessment and performance improvement (QAPI) program for the services it furnishes to the *Global Commitment to Health* waiver population. The QAPI program shall conform to all applicable Federal and State regulations, and will be designed to measure and achieve improvements in clinical and non-clinical care as described in 42 CFR §438.240. VDH shall maintain a comprehensive quality management plan and shall contain the components outlined in the DVHA Quality Management Plan. The quality management plan shall be approved by the MCE Quality Committee (including any revisions).

- Measurement of performance using objective quality indicators;
- Implementation of system interventions to achieve improvements in quality;
- Evaluation of the effectiveness of the interventions;
- Planning and initiation of activities for increasing or sustaining improvement; and
- Reporting of the status and results of each project to DVHA as requested and in a timely manner (including the results of any surveys, audits or evaluations conducted during the project).

VDH will participate in the MCE Quality Committee meetings to routinely report on mutually agreed upon quality metrics for the *Global Commitment to Health* waiver population. These metrics will be identified in VDH's quality management plan.

VDH will participate in applicable Performance Improvement Projects (PIPs) in accordance with CMS guidelines whenever CMS, AHS or DVHA requires a PIP.

2.3 Medicaid Policy

In order to promote and improve Medicaid policy alignment and accountability VDH agrees to share proposed Medicaid administrative rules with DVHA and the GCH Shared Leadership Committee for review prior to AHS review and submission to ICAR. DVHA agrees to also share a draft of proposed Medicaid administrative rules with VDH and the GCH Shared Leadership Committee for review prior to AHS review and submission to ICAR.

VDH agrees to share proposed substantive changes to program policy for review that are not promulgated through administrative rulemaking with DVHA and the GCH Shared Leadership Committee. DVHA agrees to also share with VDH and the GCH Shared Leadership Committee proposed substantive changes to program policy for review that are not promulgated through administrative rule making.

2.4. Grievance and Appeals

VDH shall develop and implement a grievance and appeals process that complies with 42 CFR §438.400-424. This process must be described in writing and must be approved by the Managed Care Compliance Committee (including any changes made to the process). The grievance and appeals process must also describe how VDH will manage and record fair hearings.

VDH shall keep records of all grievance and appeals actions and dates in order to ensure compliance with the timeline and member notice requirements in the statutes cited above.

2.5 Authorization of Services

In accordance with 42 CFR §438.210, VDH will develop and implement a process for requests for initial and continuing authorizations. This process must be described in writing, must be based on written clinical criteria and comply with all elements of 42 CFR §438.210. The process must also describe how VDH will track decision timelines and member/provider notices in order to ensure compliance with the statute cited above. The process shall include monitoring to ensure consistent application of the review criteria for making service authorization decisions. This written process must be approved by the Managed Care Compliance Committee (including any changes made to the process).

2.6 Confidentiality and Record Retention

VDH agrees that all information, records, and data collected in connection with the agreement shall be protected from unauthorized disclosures. VDH will develop a process to ensure compliance with HIPAA privacy rules (45 CFR §160 and §164), 42 CFR §431.300-307, 42 CFR §438.100(b)(2)(ii), 42 CFR §438.100(d), and section 1902(a) (7) of the Social Security Act. This confidentiality and privacy process must be described in writing and the process must be approved by the Managed Care Compliance Committee (including any changes made to the process).

Any other party may be granted access to confidential information only after complying with the requirements of State and Federal laws and regulations, including 42 CFR §431, Subpart F pertaining to such access. AHS shall have absolute authority to determine if and when any other party shall have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals.

Nothing in this section shall be construed to limit or deny access by members or their duly authorized representatives to medical records or information compiled regarding their case, or coverage, treatment or other relevant determinations regarding their care, as mandated by State and/or Federal laws and regulations.

2.7 Compliance, Monitoring and Reporting

In accordance with 42 CFR §438.200-242, VDH will develop and follow a written compliance plan to ensure compliance with the terms of this IGA. The compliance plan, which may be incorporated into VDH's overall quality plan, should demonstrate how all aspects of this IGA are

observed/verified for compliance and continuous quality improvement. DVHA shall have access to these written compliance plans and the DVHA IGA contact person will work collaboratively with VDH to develop and adapt these plans as necessary. The Managed Care Compliance Committee will review and approve the VDH IGA compliance plan at least annually and provide feedback and assistance to VDH when applicable.

The VDH compliance plan shall also describe the reporting tools used by VDH to demonstrate compliance with each section of this IGA. These reports shall be delivered to the DVHA IGA contact person on the timeline specified in VDH's IGA compliance plan.

VDH shall participate fully in any state or federal audits of the services described in this IGA. Furthermore, VDH agrees to notify the DVHA IGA contact person if VDH is audited for any function related to this IGA. Any files, information, interviews or other data required for the purposes of completing an audit must be furnished as soon as is reasonably possible, but no later than 30 calendar days after the request for the information has been received by VDH. Entities authorized to perform the audits include: AHS, DVHA, the Office of the Vermont State Auditor, federal entities (including CMS and the Office of the Inspector General) and any other entity legally authorized to perform the audits.

2.8 Program Integrity

Per 42 CFR §438.608, DVHA maintains a Program Integrity Unit and the State of Vermont has a Medicaid/Medicare Fraud and Residential Abuse Unit, both of which are designed to combat fraud, waste and abuse. Whenever VDH staff become aware of a potential fraud, waste or abuse case, a referral will be made to DVHA's Program Integrity Unit to investigate the issue.

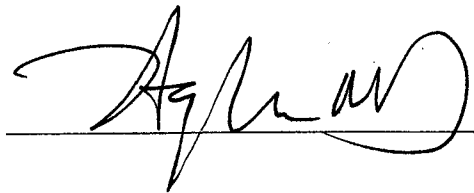
2.9 Financial Monitoring

VDH shall comply with federal *Cost Allocation Services* requirements and Generally Accepted Accounting Principles (GAAP). Additionally, accurate completion of the Department's Financial Balancing Report (FBR) will occur on a quarterly basis. The FBR will include all Medicaid and CHIP expenditures, including GC MCO investment expenditures from the Department quarterly earnings report. The FBR will be submitted to AHS (and copied to DVHA) no later than the 20th of the month (or first business day after the 20th) following the quarter-end close. Information contained in the FBR will follow all federal and state cost reimbursement allowances and will align with proper coding in the State's Vision accounting system.

Signature Page

We, the undersigned agree to the terms and conditions of this Intra-governmental Agreement between the Department of Vermont Health Access and VDH for the Administration and Operation of the Global Commitment to Health Waiver.

Agreed to:

A handwritten signature in black ink, appearing to read "H. Chen", written over a horizontal line.

Date: _____

Date: 11/26/2015

Mark Larson, Commissioner
Department of Vermont Health Access

Harry Chen, M.D., Commissioner
Vermont Department of Health

DVHA-VDH IGA Requirement RACI

Reporting Requirement		RACI Chart			
IGA Requirement	Required Report	Responsible	Accountable	Consulted	Informed
Assign an IGA contact person	None				
Commissioners must participate in Global Commitment to Health Shared Leadership Committee	None				
Follow the Corrective Action and Dispute Resolution process	None				
Develop a comprehensive Quality management plan	Annually, Must present this plan for review				
DVHA and Department agree to share and mutually review each other's substantive policy/program change proposals (including rule and plan changes)	None				
Follow a compliant Grievance and Appeals process	Annually, must: 1. Present the written process for review 2. Show evidence of oversight and monitoring activities designed to ensure adherence to the process 3. Report the results of this monitoring including any actions taken to correct or improve performance.				

Follow a written process for Authorization of Services	<p>Annually, must: 1. Present the written process for review 2. Show evidence of oversight and monitoring activities designed to ensure adherence to the process (and parity of application of the process) 3. Report the results of this monitoring including any actions taken to correct or improve performance.</p>			
Follow compliant privacy and confidentiality practices	<p>Annually, must: 1. Present the written process for review 2. Show evidence of oversight and monitoring activities designed to ensure adherence to the process (and parity of application of the process) 3. Report the results of this monitoring including any actions taken to correct or improve performance.</p>			
Develop a compliance and monitoring process.	<p>Annually, Present this plan for review</p>			
Refer Fraud, Waste and Abuse cases to DVHA PI or MFRAU	<p>None</p>			