AGREEMENT BETWEEN ILLINOIS DEPARTMENT OF PUBLIC AID AND ILLINOIS DEPARTMENT OF HUMAN SERVICES – OFFICE OF FAMILY HEALTH REGARDING THE MATERNAL AND CHILD HEALTH PROGRAM

I. Introduction

The Primary Interagency Agreement between the Illinois Department of Public Aid (DPA) and the Illinois Department of Human Services executed May 14, 2000 is incorporated herein in its entirety. Should any provision in this agreement conflict with said Primary Agreement, this agreement shall control.

DPA and DHS-OFH hereby enter into this Program Agreement to delineate respective roles, responsibilities and financial obligations associated with the administration of the Medical Programs, for providing mutually agreed upon support functions to the Medical Programs, and maintaining clear communication between the agencies in the interest of our mutual clients. This Program Agreement relates specifically to the outreach and case management services of the Maternal and Child Health (MCH) population and to facilitating the claim for federal matching funds for the efficient and effective administration of the State Plan. This Program Agreement covers services to clients entitled to receive service under the Medical Programs, as administered by DPA, who may also receive services by DHS-OFH.

II. Covered Services

Covered services for purposes of this Program Agreement are for administrative claiming for federal financial participation and are defined herein to include:

1) *outreach* - to persons who are potentially eligible for services under the Medical Programs, and

2) *case management* – to identified MCH populations (e.g., pregnant women, infants, DCFS wards and identified high risk young children over age one, including children with chronic diseases) and chronically ill adults who are eligible for services under the Medical Programs.

III. Mutual Responsibilities

Both agencies agree to develop interagency procedures to facilitate the necessary implementation of this Program Agreement and to include the procedures in their respective policy manual or like documents.

A liaison person from the central administrative offices of the respective agencies shall be designated for regular interagency communications. The function of such individuals shall be to determine the need for planning sessions regarding additional interagency coordination and/or the need for more explicit guidelines or statements. The liaisons shall report all requests for interpretation of this Program Agreement to their respective supervisors who will clarify agency policy and make any necessary changes to this Program Agreement pursuant to the review procedures outlined herein. Each agency shall notify its pertinent administrative and field staff of the details of this Program Agreement.

IV. DHS-OFH Responsibilities

1. DHS-OFH shall be responsible for requesting and obtaining the necessary appropriation for outreach and case management activities.

2. DHS shall submit to DPA quarterly estimates of the claims to be submitted in the next quarter, the current state fiscal year and the next state fiscal year. These estimates are due 30 days after the completion of the calendar quarter.

3. DHS-OFH shall be responsible for ensuring that the MCH program adheres to requirements for participation in the federal matching funds program, including the following:

   a. DHS shall perform Certification of applicant case management and outreach agencies (the agencies) to conduct administrative activities described in the MCH Services Code. Certification by DHS-OFH does not guarantee participation in the Medical Programs unless applicable DPA requirements are met by the applicant agency.

   b. DHS-OFH shall notify DPA in writing of the initiation of any administrative action that may result in the involuntary revocation of an agency's certification.

   c. DHS-OFH shall inform DPA of the process of certification and decertification implemented by DHS-OFH. DHS-OFH shall maintain records to document the reason(s) for the certification or decertification.

   d. DHS-OFH will require applicant agencies to assure that the agency, its employees or consultants are not barred from the Medical Programs, Medicare or other Federal healthcare programs.

e. DHS shall submit to DPA federal financial participation claims data for outreach and case management activities within 15 days after the end of the quarter for activities conducted in the prior quarter. DHS will certify that said claims have been properly prepared, utilizing the DHS Cost Allocation Plan (CAP) and the claim methodology presented in the DHS-OFH-Medical Programs Guide for outreach and case management activities, as defined in MCH Services Code. Said claims shall be submitted in the format specified by DPA.

f. DHS-OFH shall be responsible for ensuring the establishment and maintenance of any records required by DPA regarding the activities or functions performed by either the agencies or DHS. Specifically, DHS shall maintain all detailed records and associated documentation for federal reimbursement including records pertaining to individual agencies, based upon the schedule and approved CAP and the cost methodology as defined in DHS-OFH Medical Programs Guide. Those documents include, but are not limited to, records related to individual case assignments, payments, fiscal and programmatic monitoring records, outreach activities, details relative to recoupment, cost allocation plan calculations and specifications relative to the contracts for activities stated herein.

Said records at DHS and their contractors to be used for audit and tracking purposes shall be maintained for a minimum of five years from the date of assignment/payment or adjustment to the federal reimbursement claim. Said records must be able to support the claims for federal reimbursement.

g. DHS-OFH will have protections in place to exclude services for which any party, other than DHS-OFH has made payment, or is legally obligated to pay from its calculation for federal claiming.

h. DHS shall perform fiscal monitoring of the agencies and recoup received funds that remain unspent or unobligated or unearned, which are in excess of actual costs, from each respective agency. DHS shall prepare an adjustment to the federal reimbursement claim for the proportion of the recoupment attributable to the claim. That adjustment shall be made 60 days after final determination that recoupment is necessary.

4. DHS-OFH shall be responsible for directing the use and distribution of the funds appropriated to it, subject to any applicable federal requirement.
5. DHS-OFH shall be responsible for the certification that the claims for FFP

submitted to DPA are for expenses that have been paid prior to submittal, as well as that the claims are the actual costs of the services provided and in accordance with the principles established in OMB Circular A-87 and in accordance with the State Plan. DHS must certify that the funds used as the State's share of the expenses are not federal funds, or if they are federal funds, their use is authorized by federal law to be used to match other federal funds. DHS must further certify that the funds used as the State's share of expenses have not been used to match other federal funds.

6. DHS-OFH shall provide to DPA all documents and other necessary information to allow DPA, as the single state agency, to submit the claim for payment and to monitor the program. Said documentation shall be submitted in a timely fashion in order to facilitate the claim for reimbursement.

7. DHS-OFH will provide payment to agencies performing outreach activities based on the attached claim methodology. Outreach will be for the purpose of locating potentially eligible women and children and referring them to DPA-approved sites for assistance in applying for the Medical Programs.

8. DHS-OFH will provide payment to agencies performing case management activities to the clients of the Medical Programs, based on the information provided by DPA.

9. DHS-OFH will perform the following quality assurance activities to monitor that DHS-OFH certified agencies deliver quality services to DPA clients that fully meet expected standards.

   a. DHS-OFH will perform certification functions and periodic on-site visits, as required for each agency. This review includes at a minimum, a review of client records selected based on a random sample of adequate size; review of agency compliance towards meeting the contract requirements including performance standards; compliance with meeting the requirements set forth in the MCH Services Code and accountability and compliance with rules specific to certification and the certification process.

   b. DHS will perform programmatic and fiscal monitoring of the agencies, which includes on-site inspections, and programmatic and fiscal audits. On-site visits include, at a minimum, a review of administrative, fiscal and clinical practices.

c. DHS-OFH will also perform an outcome evaluation of the program. This evaluation shall be in terms of 1) improved access to and receipt of prenatal care services; 2) birth outcomes; 3) improved access to and receipt of Early Periodic Screening and Diagnostic Testing (EPSDT), including immunization.

d. DHS will perform inspections of certified agencies on an exception basis as a result of complaints or information provided by the public or other parties for the purpose of determining whether the agencies continue to meet program requirements.

e. DHS-OFH shall establish policies and procedures and inform DPA of those procedures for the purpose of forwarding complaints, concerns and quality assurance issues from DPA to DHS-OFH for resolution.

10. DHS-OFH will provide DPA with a fiscal year summary report which identifies the amount of payment made to each agency performing case management activities and the numbers of unduplicated clients.

11. DHS-OFH shall provide to each Managed Care Organization under contract with DPA a monthly report that identifies the name of the assigned case management agency for each of its enrolled members receiving case management services by an agency.

12. DHS-OFH will submit to DPA a draft of the next fiscal year Family Case Management Contract Attachment for review prior to the end of the fiscal year. DPA will provide DHS with recommended language changes within 15 calendar days of receipt of same.

V. DPA Responsibilities

1. DPA shall maintain a hotline to address case management client concerns. Upon individual request, the DPA hotline shall provide via facsimile to the requesting case management agency pursuant to contracts with DHS to provide services under this agreement, client specific health profile information available on the DPA information system.

2. DPA shall provide to DHS-OFH a data information exchange, annually, or more frequently as agreed upon by DPA and DHS-OFH, relative to the Medical Programs enrolled providers serving pregnant women, post-partum women and children, including managed care organizations, in a

format specified by DPA and acceptable to DHS-OFH for the purpose of referring clients to enrolled providers for needed health care services and increasing provider participation.

3. DPA shall 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. DPA shall inform DHS-OFH of pending termination proceedings by DPA against providers that are certified agencies. DPA shall notify DHS-OFH in writing of the initiation and resolution of such actions, and provide DHS-OFH with reasonable notice as to when personnel will be needed for testimony.

5. DPA shall draw the eligible amounts of federal monies for the applicable services in accordance with the federal rules and regulations as prescribed and shall deposit such federal monies into the General Revenue Fund.

6. DPA shall monitor the operation of services reimbursed under the Medical Programs, and in compliance with the applicable standards, including but not limited to inspecting individual case management service records. Monitoring will include, but is not limited to, reviews of the following:

   1) Recipient eligibility
   2) Federal claiming detail
   3) Plans of Care
   4) DHS-OFH Medicaid service providers
   5) Cost Allocation Plan

   DPA monitoring will be conducted using statistically valid sample sizes. DPA will report to DHS-OFH all deficiencies and problems noted in the course of such monitoring so that DHS-OFH can correct the deficiencies.

7. DPA will maintain responsibility for the coordination and implementation of State and Federal audit requirements relative to the Medical Programs. DPA may initiate audits in accordance with the provisions of the State Internal Auditing Act or based upon improprieties identified in reports of fraud or abuse, or for any other reason.

8. DPA will furnish DHS-OFH on a timely and regular basis, such data, reports and information as may be required to ensure that DHS-OFH may satisfy State and Federal fiscal responsibility requirements governing all services funded under the Medical Programs or that may have an impact upon the activities specified in the MCH Services Code. Such data,

reports and information shall include but not be limited to client, fiscal, provider and service data as agreed upon by DHS-OFH and DPA.

9. DPA will furnish DHS-OFH appropriate claims and eligibility information of participants of the Medical Programs to facilitate the outcome identifications identified above.

10. DPA will provide DHS-OFH with regular electronic access to client identifying information such that timely case management, case finding and disease management activities may be conducted pursuant to this agreement. Said exchange of data shall be pursuant to the data sharing agreement entered into by the parties on May 15, 2000.

VI. Federal Auditing

In the event that a federal audit results in a finding that matching funds were obtained or paid incorrectly for services reimbursed under this Program Agreement, and the finding requires repayment of such matching funds, the repayment shall be processed through the current DPA Federal Financial Participation (FFP) cash draw-down procedure. The repayment shall be drawn against the General Revenue Fund.

VIII. Administrative Costs

Direct DHS-OFH administrative costs applicable to the Medical Programs population served are eligible for federal matching funds. DHS shall maintain detailed records sufficient to meet the requirements of OMB Circular A-87 and to document such compliance. Documents in support of an administrative claim include, but are not limited to, sampling procedures, identification of sample staff and allowable costs and expenses. All programmatic methodologies used to calculate the administrative claim must be incorporated into the aggregate DHS Cost Allocation Plan and DHS must assure that claims for reimbursement of program costs are not duplicative of other DHS claims.

VIII. FFP Claiming Matrix

The following matrix defines the claims that are allowable for FFP match by DHS-OFH with regards to this Program Agreement and the services included in the DHS-OFH-Medical Programs Guide.

Population	Medical Assistance Program Administration	Medical Assistance Program Services
Medicaid Regular – Title XIX	See DHS CAP	Not Applicable
SCHIP/Medicaid Expansion - Title XXI	See DHS CAP	Not Applicable
SCHIP/Share – Premium – Title XXI	See DHS CAP	Not Applicable

CAP – Cost Allocation Plan

IX. OFH-Medical Programs Guide

The DHS-OFH-Medical Programs Guide, at a minimum, shall contain:

A. A narrative that describes how the IDHS-OFH Program facilitates the Medical Programs, including, but not limited to, the process of identifying individuals served by the IDHS-OFH providers.

B. The listing of the specific service(s) being provided to Medical Program participants by DHS-OFH and the standards for providing those services, e.g., MCH Services Code.

C. The claim methodology used by IDHS-OFH.

D. The stipulation that the IDHS-OFH claim for FFP is based on the actual cost incurred.

E. The process for recoupment and adjustment of claims.

F. Monitoring procedures for the program.

X. Notices

All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

B. Nothing contained herein shall be construed as an agreement to perform any illegal act or to perform any act not permitted to be performed by either DPA or DHS-OFH. In the event that this Program Agreement is determined to be invalid, it shall be terminated immediately, subject to processing data and matching fund requests for services provided prior to such termination. Should any portion or portions of the Program Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Program Agreement void, but shall be severed from the Program Agreement upon such finding.

C. Nothing contained herein serves to limit, alter or amend either agency's duties, rights or responsibilities as set out in the applicable State and Federal statutes, law or regulations.

Ann Patla

Ann Patla, Dr. HL, Director
Illinois Department of Public Aid

August 3, 2000
Date

Linda Renee Baker

Linda Renee Baker, Secretary
Illinois Department of Human Services

August 3, 2000
Date

To DPA: Bureau of Managed Care
201 South Grand East, 3rd Floor
Springfield, IL 62763
Telephone 217/ 524-7107
Telefacsimile 217/ 524-7535

To DHS Office of Family Health
535 West Jefferson, First Floor
Springfield, IL 62702-5058
Telephone 217/ 782-2736
Telefacsimile 217/ 782-4890

XI. Periodic Review

This Program Agreement and DHS-OFH Medical Programs Guide shall be periodically reviewed as follows:

Annual-Basis: At least once a year the entire Program Agreement and the DHS-OFH-Medical Programs Guide shall be reviewed by DPA and DHS-OFH. Such review shall be for the purpose of continuing the Program Agreement, maintenance of the DHS-OFH Medical Programs Guide, and/or including clarifications as may be necessary.

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 DHS-OFH Medical Programs Guide.

Change in the Program Agreement: 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.

XII. Termination

A. Either party may terminate this Program Agreement effective at midnight on June 30 of any year with 360 days written notice to the other. Upon the mutual written consent of both parties, the Program Agreement may be terminated upon 90 days of the mutual written consent. In the event of termination, DPA shall process all data and matching funds requests for services provided prior to the effective date of termination even though such processing activities may extend beyond the termination date. The parties may, by mutual consent, amend this agreement. Amendments shall be in writing and signed by the parties.