



**STATE OF GEORGIA**

**INTERAGENCY AGREEMENT**

**BETWEEN**

**THE GEORGIA DEPARTMENT OF PUBLIC HEALTH**

**AND**

**THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

**FOR**

**TITLE V AND TITLE XIX COORDINATION**

**DPH CONTRACT NUMBER: 40500-018-16161943**  
**DCH CONTRACT NUMBER: 2016027**

**THIS INTERAGENCY AGREEMENT** (the "IAA") is made and entered into by and between the Georgia Department of Public Health ("DPH") and the Georgia Department of Community Health ("DCH") (each individually a "Party" and collectively the "Parties") and shall be effective as of October 1, 2016 (the "Effective Date").

### RECITALS

**WHEREAS**, DPH is empowered to safeguard and promote the health of the people of the State of Georgia and is empowered to employ all legal means appropriate to that end pursuant to the Official Code of Georgia Annotated (O.C.G.A.) §§ 31-2A-1 *et seq.*;

**WHEREAS**, DPH is responsible for the conduct of the programs authorized by the Title V Maternal and Child Health ("MCH") Block Grant, and has further responsibility for Children and Youth with Special Healthcare Needs ("CYSHN") Program;

**WHEREAS**, DCH is responsible for health care policy, purchasing, planning and regulation pursuant to O.C.G.A. §§ 31-2-1 *et seq.*;

**WHEREAS**, DCH is the single State agency designated to administer Medical Assistance in Georgia under Title XIX of the Social Security Act of 1935 ("SSA"), as amended, and O.C.G.A. § 49-4-140 *et seq.* ("Medicaid Program"), and is charged with ensuring the appropriate delivery of health care services to Medicaid and PeachCare for Kids<sup>®</sup> Members;

**WHEREAS**, Title V of the SSA [§505(5)(F)] requires that applications for Block Grant Funds provide that the State agency(ies) administering the program under Title V will: (a) participate in the coordination of activities between such program and the Early and Periodic Screening, Diagnostic and Treatment ("EPSDT") program under Section 1905(a)(4)(B) (including the establishment of periodicity and content standards for EPSDT services), to ensure that such programs are carried out without duplication of effort; (b) participate in the arrangement and carrying out of coordination agreements described in Section 1902(a)(11) (relating to coordination of care and services available under Title V and Title XIX); (c) participate in the coordination of activities within the State with programs carried out under Title V and related federal grant programs (including supplemental food programs for mothers, infants, and children, related education programs, and other health, developmental disability, and family planning programs); and (d) provide, directly and through its providers and institutional contractors, for services to identify pregnant women and infants who are eligible for Medicaid under subparagraph (A) or (B) of Section 1902(1)(l) and, once identified, to assist them in applying for such assistance;

**WHEREAS**, Title XIX of the SSA [§1902(a)(11)(A)] provides for entering into cooperative agreements with the State agencies responsible for administering and/or supervising the administration of health services to ensure maximum utilization of such services;

**WHEREAS**, Title XIX of the SSA [§1902(a)(11)(B)] provides for the provision of Federal medical assistance percentage to any Title V funded project for the cost of any such care and services furnished any individual for which payment would otherwise be made to the State with respect to the individual under section §1903;

**WHEREAS**, 42 CFR 431.615 requires that the State Title XIX plan include written cooperative agreements with the State health agencies and Title V grantees to ensure that Title V recipients eligible for Medicaid receive services with particular emphasis on EPSDT services and 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities requires coordination, cooperation, and prevents unnecessary duplication with Title XIX in several areas including: (a) comprehensive child find system; (b) all available resources; (c) non-substitution of funds; and (d) non-reduction of benefits. See 34 CFR 303.321; 522; and 527;

**WHEREAS**, because there is significant congruity of program and objectives and overlap of eligible and target populations, the Parties hereto, by entering into this IAA agree there are potential benefits from cooperation between its Title V and Title XIX agencies;

**WHEREAS**, it is the intent of the Parties to enter into this IAA to further the legitimate mandates of each Party; more particularly to carry out the common mission of improving the health of women, pregnant women, infants, children, and adolescents in the State of Georgia by assuring provision of preventive services and of any necessary treatment or follow-up care allowed under the SSA; and

**WHEREAS**, the Parties, as State Entities, are exempt from State Purchasing Requirements and may contract directly between and among each other as set forth in the Georgia Constitution, Article IX, Section III, Paragraph I.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DPH and DCH hereby agree as follows:

## **I. BACKGROUND**

The Maternal and Child Health Services Block Grant and Medicaid both play a key role in improving access and health outcomes for mothers, children, youth and families. With services for children and pregnant women in the Medicaid program and the Title V program, the need for coordination and interaction between Title V and Title XIX is particularly important to the effective and efficient delivery of health care and related services to this population.

The Title V Block Grant administers a set amount of grant funding to the States, which are given great flexibility in deciding ways to meet the program's mission of improving the health of all women and children, including those eligible for Medicaid. Title V programs have expertise in providing an infrastructure and access to services that Medicaid in turn can build upon, as well as knowledge in developing programs and materials that can be used by Medicaid.

Medicaid serves as a health insurance program that purchases or provides reimbursement for preventive services and primary care to persons of limited income, with disabilities, or of advanced age who meet specific requirements.

## **II. OBJECTIVES OF AGREEMENT**

Through the implementation of this IAA, the purposes are as follows:

### **A. General and Coordination**

1. To improve the health of women, pregnant women, infants, children, and adolescents.
2. To meet the requirements of the SSA and to comply with applicable State and Federal statutes, regulations, and guidelines, including the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA").
3. To increase coordination/collaboration between the Title V and Title XIX agencies and assure both programs are complementary and supportive of each other's goals.
4. To develop and implement initiatives that address underlying causes of preventable diseases.
5. To develop and implement standards of care.

### **B. Programmatic and Local Relationship Building:**

1. To prevent duplication, overlap, or fragmentation of effort or services.
2. To share expertise among staff and obtain the best utilization of personnel and resources.
3. To promote long-range planning.
4. To strengthen relationships with local health agencies.
5. To develop and maintain local capacity for MCH Services and to provide Medicaid information and care coordination.
6. To strengthen relationships with multi-cultural and multi-ethnic organizations.

### **C. Identification, Outreach, and Referral:**

1. To coordinate identification of infants, children, adolescents, and women who are potentially eligible for services.
2. To provide outreach and increase public awareness of the need for health care coverage and services for women and children.
3. To provide outreach related to the services provided by Title V and Title XIX.

4. To provide resource and referral information; to refer the child and family to appropriate services.
5. To implement an established joint referral process.

D. Reimbursement and Financial:

1. To specify the reimbursement and financial arrangements applicable.
2. To facilitate the claim for Federal matching funds for the efficient and effective administration of the State Plan.
3. To ensure the maximum utilization of Title XIX and Title V resources.

E. Data Sharing:

1. To promote timely sharing of programmatic data.
2. To allow joint access to critical Medicaid and public health data.
3. To cooperate in creating linked, de-identified data files that will be used for public health and health care research, program evaluation, and surveillance.

### III. DPH RESPONSIBILITIES

DPH agrees to perform the following in connection with this IAA:

1. Provide EPSDT, family planning, immunizations, prenatal care, early intervention or case management and related services to those who meet program eligibility requirements.
2. Determine the level, intensity, frequency, appropriateness, and service modality of services to be provided.
3. Identify and fund local health departments and other contractors to provide infrastructure for health care programs which may be utilized to provide services to Medicaid beneficiaries and other low income women and children.
4. Provide required financial and statistical data and records to document reimbursement for Medicaid services.
5. Collect and maintain appropriate records and health data (e.g., records of covered services furnished to eligible participants) to identify needs and ensure the Medicaid agency will be able to collect Federal matching funds.
6. Identify and refer potentially eligible children and pregnant women to the Medicaid program or assist them in applying for Medicaid.

7. Inform potentially eligible families of the availability and scope of the EPSDT program.
8. Conduct prenatal care assessments and other outreach services and assist in statewide efforts to improve access for Medicaid eligible women.
9. Support provider outreach and continuous quality provider recruitment activities to improve access to services.
10. Maintain a toll-free number that women and families can contact and receive information from appropriately trained personnel.
11. Conduct statewide surveillance and assessment activities to obtain information to monitor health status and outcomes in conformity with Title V reporting requirements.

#### **IV. DCH RESPONSIBILITIES**

DCH agrees to perform the following in connection with this IAA:

1. Develop reimbursement methodologies for the payment of MCH care services.
2. Provide timely reimbursement for the services provided by the Title V agency, its local health departments, or contracting providers with current Medicaid rates and fees for all services within the scope of Medicaid benefits.
3. Collect and analyze expenditure data for Medicaid-covered services; develop, implement, and monitor Medicaid provider and contract agreements; investigate inappropriate billing/utilization of Medicaid reimbursement.
4. Make available Medicaid Management Information System data and reports as specified in the Interagency Master Agreement (the "S599 Contract").
5. Collect and make available to DPH programs performance outcomes and measure rates such as HEDIS performance measure rates to assist in surveillance and evaluation of health outcomes to the Medicaid population.
6. Maintain regular, formal communication with DPH to discuss changes in the service delivery system, including State Plan amendments and waivers.

#### **V. JOINT RESPONSIBILITIES**

The Parties agree to mutually perform the following in connection with this IAA:

1. Work collaboratively to improve the health of State residents.
2. Ensure that Title V and Title XIX (and other) services are consistent with the needs of the participants and the programs' objectives and requirements.

3. Coordinate program initiatives to avoid duplication of effort among agency programs.
4. Encourage referrals between various programs.
5. Develop and implement, in cooperation, health care standards, program policies, and pilot programs.
6. Collaborate, as appropriate, on the development of provider manuals, billing instructions, and provider training relative to health care scope of benefits and services for eligible populations.
7. Develop guidelines and administrative procedures for providers who deliver MCH services to Title XIX eligible beneficiaries by utilizing professional, medical, nursing, health education, social work and nutrition expertise.
8. Participate in the oversight of preventive and primary service delivery to pregnant women, infants, children and adolescents enrolled in Medicaid managed care plans and Medicaid fee-for-service.
9. Develop statewide advisory groups to oversee the implementation of care coordination.
10. Provide liaison between agencies for interagency communication and coordination.
11. Share information regarding the development or implementation of legislation and regulations that affect the delivery of health care services to pregnant women, infants, children and adolescents.
12. Recruit, hire, and maintain sufficient program staff with appropriate expertise for the efficient administration of Title V and Title XIX programs.
13. Comply with all applicable State and Federal laws, regulations, and rules regarding confidentiality of participant information, ensuring that information is disclosed only for the purpose of activities necessary for administration of the respective program(s) and for audit and examination authorized by law.

## **VI. TERM OF AGREEMENT**

This IAA shall begin on the Effective Date and shall automatically renew annually unless otherwise terminated as provided for in this IAA. The terms and conditions in effect at the time of renewal shall apply for each renewal term.

## **VII. TERMINATION**

This IAA may be terminated by either Party upon thirty (30) calendar days' written notice to the other Party. Notice shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed to the Contracts Administration liaisons listed in Section IX of this IAA. Furthermore, in the event federal or State laws should be

amended so as to render the fulfillment of this IAA infeasible, both Parties shall be discharged from further obligation created under the terms of this IAA.

## **VIII. FUNDING**

It is expressly understood that the Parties shall not have any financial obligation arising from this IAA, other than those resulting from the ordinary course of managing their related programs and services.

## **IX. NOTICES AND LIAISONS**

The Parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective liaisons will be deemed communications and notices from the Party.

### **For DPH:**

#### **Business Owner:**

Paula Brown  
Senior Project Officer  
Georgia Department of Public Health  
2 Peachtree Street, NW Floor 15-486  
Atlanta, Georgia 30303  
Paula.Brown@dph.ga.gov  
404-657-6016

#### **Contracts Administration:**

Jamillia L. Richmond  
Contracts Manager  
Georgia Department of Public Health  
2 Peachtree Street, Suite 9-212  
Atlanta, Georgia 30303  
Jamillia.Richmond@dph.ga.gov

### **For DCH:**

#### **Business Owner:**

Heather Bond  
Assistant Chief, Medicaid Regulatory Services and Compliance  
Georgia Department of Community Health  
2 Peachtree Street, NW, 37<sup>th</sup> Floor  
Atlanta, GA 30303  
hbond@dch.ga.gov  
404-657-1502

**Contracts Administration:**

Lindsey C. Breedlove  
Director of Contracts Administration  
Georgia Department of Community Health  
2 Peachtree Street, NW – 40<sup>th</sup> Floor  
Atlanta, Georgia 30303  
lbreedlove@dch.ga.gov

In the event that a Party decides to identify a new point-of-contact, the respective agency will send written notification to the other Party identifying, the name, title, and address of the new liaison. Identification of a new liaison is not considered an amendment to this IAA.

**X. PERIODIC EVALUATION**

The Parties shall establish an advisory committee to monitor the implementation of this IAA and the evaluation of policies, duties, and responsibilities of each agency. This advisory committee will meet at least every six (6) months when either Party requests that a formal meeting be conducted to review the tenets of this IAA with the aim of ensuring: (1) that all Medicaid-eligible persons in need of Title V services receive them; (2) that appropriate fiscal documentation is ongoing; and (3) that information flows freely between both Parties.

**XI. DISPUTE RESOLUTION**

The Parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this IAA. The Parties agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between the departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

**XII. ORDER OF PRECEDENCE**

In the event of any conflict between this IAA and any exhibit or attachment incorporated into this IAA, the provisions of this IAA shall control and govern, except that the terms of the *Business Associate Agreement* attached to the S599 Contract shall govern, for the express and agreed upon purpose of compliance with the more stringent protections of confidentiality, privacy, and security.

**XIII. ENTIRE AGREEMENT; CONFLICTING PROVISIONS; AMENDMENT**

This IAA contains the entire agreement between the Parties with regard to its subject matter and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties regarding its subject matter. Only a writing of equal dignity signed by the Parties may amend this IAA.

Any section, subsection, paragraph, term, condition, provision, or other part of this IAA that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully

enforceable shall not affect any other part of this IAA, and the remainder of this IAA shall continue to be of full force and effect as set out herein. The IAA shall not be interpreted for or against any Party on the basis that such Party or its legal representatives caused part or the entire IAA to be drafted.

**XIV. SURVIVABILITY**

The terms, provisions, and representations contained in this IAA shall survive the delivery or provision of all services or deliverables hereunder.

**XV. ASSIGNMENT**

No Party may assign this IAA, in whole or in part, without the prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

**XVI. PARTIES BOUND**

This IAA is binding upon all employees, agents and third-party vendors of the Parties and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

**XVII. COUNTERPARTS/ ELECTRONIC SIGNATURE**

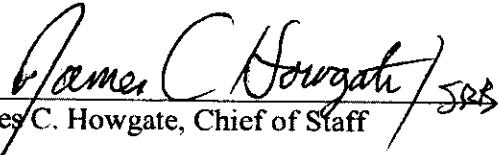
This IAA may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. Any signature that is transmitted by facsimile or other electronic means shall be binding and as effective as the original.

*(SIGNATURES ON FOLLOWING PAGE)*

**SIGNATURE PAGE**

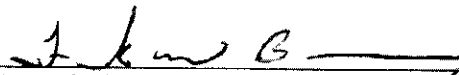
**IN WITNESS WHEREOF**, the Parties, through their authorized officers and agents, have caused this IAA to be executed on their behalf as of the date indicated.

**GEORGIA DEPARTMENT OF PUBLIC HEALTH**

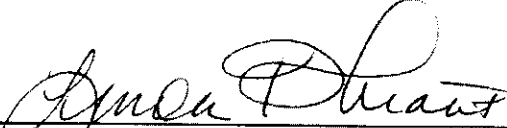
  
James C. Howgate, Chief of Staff

7-14-2017  
Date

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

  
Commissioner Frank W. Berry or His Designee

7-13-17  
Date

  
Linda K. Wiant, Pharm.D., Chief  
Division of Medical Assistance Plans

7.13.17  
Date