

**INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF PUBLIC HEALTH
AND
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
IGA# 36300004J**

The Illinois Department of Public Health (DPH) and the Illinois Department of Healthcare and Family Services (HFS), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) in connection with the administration and coordination of Maternal and Child Health ("MCH") Programs. DPH and HFS are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

- 1.1 Background. Pursuant to 42 USC 1396a(a)(11), a State plan for medical assistance must "(A) provide for entering into cooperative agreements ["cooperative agreements" or "coordination agreements"] with the State agencies responsible for administering or supervising the administration of health services and vocational rehabilitation services in the State looking toward maximum utilization of such services in the provision of medical assistance under the plan, (B) provide, to the extent prescribed by the Secretary [of Health and Human Services], for entering into agreements, with any agency, institution, or organization receiving payments under (or through an allotment under) subchapter V [of chapter 7], (i) providing for utilizing such agency, institution, or organization in furnishing care and services which are available under such subchapter or allotment and which are included in the State plan approved under this section (ii) making such provision as may be appropriate for reimbursing such agency, institution, or organization 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 1396b of this title, and (iii) providing for coordination of information and education on pediatric vaccinations and delivery of immunization services, and (C) provide for coordination of the operations under this subchapter, including the provision of information and education on pediatric vaccinations and the delivery of immunization services, with the State's operations under the special supplemental nutrition program for women, infants, and children under section 17 of the Child Nutrition Act of 1966 [42 USC 1786]."

DPH is responsible for promoting the health of the people of Illinois through health promotion and the prevention and control of disease and injury. HFS is the single State agency designated to administer the Illinois Medical Assistance Program. The MCH Services Block Grant authorized by Title V of the Social Security Act (SSA) and administered by DPH, and the Illinois Medical Assistance Program (Medicaid) authorized by Title XIX and Title XXI of the SSA, and State statute, and administered by HFS, both provide services to the MCH population of Illinois. Federal regulations require Medicaid agencies to coordinate services with Title V programs, and enter into arrangements with State agencies responsible for administering health services and vocational rehabilitation services, as well as with Title V MCH grantees (See 42 USC § 705(a)(5)(F) and 42 USC § 1396a(a)(11)). Further, the Parties have complementary goals, and wish to collaborate for the purposes set forth below.

- 1.2 **Purpose.** The Parties will partner and collaborate to improve the health status of Illinois' women, infants, and children, including children and youth with special health care needs, by assuring the provision of preventive services, health examinations, necessary treatment, support and follow-up care allowed under the SSA and enumerated by the Parties in their respective state plans. By partnering, the Parties can enhance their abilities, maximize the utilization of care, increase effectiveness, and protect against the duplication of efforts and expenditures of resources, both financial and non-financial, thereby more efficiently allocating resources. Further, by working together, the Agencies can promote the continuity of care, share expertise, and achieve greater accountability. This Agreement specifies the details regarding the Parties' partnership and collaboration.

**ARTICLE II
DUTIES AND RESPONSIBILITIES OF THE PARTIES**

2.1 **DPH Requirements.**

- 2.1.1 **Federal Requirements.** Pursuant to 42 USC § 705(a)(5)(F), DPH shall:
- 2.1.1.1 Participate with HFS in the coordination of activities related to Medicaid's Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for individuals who are Medicaid-eligible, including Title XIX and Title XXI, and those covered under state statute, and under the age of 21.
 - 2.1.1.2 Initiate agreements that the Parties are required to enter into.
 - 2.1.1.3 Participate in the coordination of activities within the State with programs carried out under the above-mentioned subchapter and related Federal grant programs, including supplemental food programs, if any, for mothers, infants, and children, related education programs, and other health, developmental disability, and family planning programs.
 - 2.1.1.4 Provide directly, and through DPH providers and institutional contractors, for services to identify pregnant women and infants who are eligible for Medicaid, and assist them in applying for such assistance.
- 2.1.2 **Other Requirements.**
- 2.1.2.1 Maintain a toll-free MCH Hotline to help pregnant women and parents obtain information about MCH services under Title V, Title XIX, Title XXI, and those covered under state statute.

2.2 **HFS Requirements.**

- 2.2.1 **Federal Requirements.** Pursuant to 42 USC § 1396a(a)(11) and 42 CFR § 431.615(d), and the CMS State Medicaid Manual, section 5230, HFS shall:
- 2.2.1.1 Abide by the requirements of 42 USC § 1396a(a)(11)
 - 2.2.1.2 Abide by the requirements of 42 CFR § 431.615(d)
- 2.2.2 **State and Other Requirements.** HFS shall:
- 2.2.2.1 Provide notification to DPH of any pending Medicaid termination proceedings initiated by HFS against MCH providers participating in the services contemplated by this Agreement by way of the HFS Office of Inspector General Provider Sanctions List available at:
www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx.

- 2.2.2.2 Actively participate in any advisory boards for the Maternal and Child Health Block Grant Program established by DPH pursuant to federal rules or guidance.
- 2.2.2.3 Refer potential eligibles to DPH Title V programs via the HFS Helpline and other avenues.
- 2.2.2.4 Collaborate on the federally required assessment of MCH primary and preventive health care needs.
- 2.2.2.5 Collaborate with DPH and other key stakeholders in the determination of the State's MCH priorities, strategies, and national performance measures.
- 2.2.2.6 Maintain a toll-free Hotline service to help pregnant women and parents obtain information about Medicaid/CHIP services under Title XIX and Title XXI.

2.3 Mutual Responsibilities. DPH and HFS, having mutual goals and objectives, shall:

- 2.3.1 Enhance early identification of individuals in need of MCH program services or Medicaid-covered services through cross-agency coordination and use of data analytics (pursuant to a Data Sharing Agreement among the Illinois Departments of Human Services, Public Health and Healthcare and Family Services (also known as, "the Vital Records Agreement").
- 2.3.2 Share plans for health services provided or arranged for beneficiaries by accessing the Parties' Informational Notices and Provider Notices available online.
- 2.3.3 Share departmental policies and procedures impacting health care provided to women and children.
- 2.3.4 Coordinate activities and initiatives that will improve the overall health and well-being of Illinois' mothers, infants, and children.
- 2.3.5 Align performance and quality measures used by both Parties.
- 2.3.6 Consolidate and streamline legislative mandates, including PA 93-0536 (Perinatal Report), PA 96-1117 (Prematurity Report), PA 97-0689 (The SMART Act), and PA 099-0901 (Advisory Board for the Maternal and Child Health Block Grant Programs Act) and coordinate efforts to improve birth outcomes.
- 2.3.7 DPH will inform HFS of the date, time, and location of the MCH Block Grant application and annual report review meeting.
- 2.3.8 HFS and DPH MCH program leads will meet at least once every quarter, either in person or by teleconference, to discuss and provide a written report including, but not limited to, program updates, legislative program mandates, resource management issues, review of quality indicators, and to determine policies and procedures that are mutually beneficial.
- 2.3.9 DPH and HFS will work together to develop guidelines and to provide training and technical assistance to their respective grantees and other healthcare providers regarding the services provided by the MCH Programs covered by this Agreement.
- 2.3.10 DPH and HFS will serve on any advisory committee convened by either party to address MCH populations in Illinois.
- 2.3.11 DPH and HFS shall partner to reduce and/or eliminate health disparities through the mutual sharing of information, resources and data regarding accessibility and utilization of healthcare services including, but not limited to, physical, behavioral and oral health.
- 2.3.12 HFS will participate in Illinois Title V MCH annual examination of programs by participating in the identification of program priorities based on the Illinois Title V Action Plan.
- 2.3.13 HFS will work with DPH in the development, writing, and completion of the state's annual MCH Block Grant application, including, but not limited to, the provision of all

descriptions, data, successes, and barriers for any relevant HFS MCH Program as needed and when given adequate notice (14 days or greater).

**ARTICLE III
EXPENDITURE OF FUNDS**

- 3.1 **Funding.** There is no expenditure of funds under the terms of this agreement.

**ARTICLE IV
TERM**

- 4.1 **Term.** This Agreement shall commence on **July 1, 2022**, and shall continue until **June 30, 2025**, or as otherwise terminated as set forth herein.

**ARTICLE V
TERMINATION**

- 5.1 **Termination on Notice.** This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.
- 5.2 **Termination for Breach.** In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

**ARTICLE VI
MISCELLANEOUS**

- 6.1 **Renewal.** This Agreement may be renewed for two additional two-year periods by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 6.2 **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 6.3 **Applicable Law and Severability.** This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

- 6.4 **Records Retention.** The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.
- 6.5 **No Personal Liability.** No member, official, director, employee or agent of DPH or HFS shall be individually or personally liable in connection with this Agreement.
- 6.6 **Assignment; Binding Effect.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DPH and HFS and their respective successors and permitted assigns.
- 6.7 **Precedence.** In the event there is a conflict between this Agreement and the exhibits hereto, if any, this Agreement shall control. In the event there is a conflict between this Agreement and relevant federal law(s), federal rule(s), statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 6.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
- 6.9 **Notices.** All written notices, requests and communications may be made by regular or electronic mail to the addresses set forth below.

To DPH: Kenya D. McRae, JD, PhD
Title V Director
Illinois Department of Public Health
122 S. Michigan, 7th Floor
Chicago, IL 60603
kenya.mcrae@illinois.gov

To HFS: Dawn R Wells, RN BSN
Bureau Chief of Quality Management
Illinois Department of Healthcare and Family Services
201 S Grand Ave East
Springfield, Ill 62763
Dawn.R.Wells@illinois.gov

- 6.10 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 6.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF
PUBLIC HEALTH**

Sameer Vohra 8/10/22
Sameer Vohra Date
Director

Designee Signature Date

Printed Designee Name

Designee Title

**ILLINOIS DEPARTMENT OF
HEALTHCARE AND FAMILY SERVICES**

Theresa Eagleson 8/10/22
Theresa Eagleson Date
Director

Designee Signature Date

Printed Designee Name

Designee Title