

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

**(LOCAL HEALTH DEPARTMENT)
REGARDING MATERNAL AND CHILD HEALTH PROGRAMS**

I. Introduction

The Department of Healthcare and Family Services (HFS), or any successor agency, and the _____, (Local Health Department), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., hereby enter into this 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 parties. This Agreement relates specifically to the case management services for clients of any Maternal and Child Health (MCH) programs administered by the Local Health Department and to facilitate the claim for federal matching funds for the efficient and effective administration of the State Plan. This Agreement covers administrative expenditures related to such services to clients who are enrolled in the Medical Programs, as administered for HFS by the Local Health Department. "Medical Programs" under this Agreement refers to the Medical Assistance Program authorized under Title XIX of the Social Security Act and the State Children's Health Insurance Program authorized under Title XXI of the Social Security Act, as administered by HFS.

II. Covered Expenditures

Covered expenditures for purposes of this Agreement are for case management activities to identified MCH populations (e.g., pregnant women, infants, Department of Children and Family Services (DCFS) wards and identified high risk young children over age one, including children with chronic diseases) who are eligible for services under the Medical Programs.

III. Mutual Responsibilities

Both parties agree to develop intergovernmental procedures to facilitate the necessary implementation of this Agreement and to include the procedures in their respective policy manual or like documents. A liaison from the Local Health Department's central administrative offices shall be designated for regular intergovernmental communications. Each party shall notify its pertinent administrative and field staff of the details of this Agreement.

IV. The Local Health Department Responsibilities

- A. The Local Health Department shall be responsible for requesting and obtaining all local and state funds necessary for case management activities.
- B. The Local Health Department shall document costs incurred in the provision of the MCH programs. For purposes of this Agreement, the MCH programs include Family Case Management, High Risk Infant Follow-Up and the Better Birth Outcomes programs funded by Illinois Department of Human Services (DHS) grants. Such costs shall be certified by the Local Health Department and submitted in a format determined by HFS.
- C. The Local Health Department shall be responsible for the certification that:
 - 1. The claims for federal financial participation (FFP) submitted to HFS are for MCH expenses in excess of the rate reimbursed by DHS that have been paid prior to submittal; and
 - 2. The claims are the actual costs of the services provided; and
 - 3. The claim has been prepared in accordance with Title 2 CFR Part 200 and in accordance with the State Plan; and
 - 4. The funds used as the local or state funds 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; and
 - 5. The funds used as the local or state funds have not been used to match other federal funds for any other programs.
- D. The Local Health Department shall provide to HFS all documents and other necessary information to allow HFS, as the Medicaid 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.
- E. The Local Health Department shall continue to work with HFS to facilitate well child screenings, diagnoses and treatment, including immunizations and lead screenings.
- F. The Local Health Department shall work with HFS to expand the Provider Network serving Medicaid-enrolled individuals.
- G. The Local Health Department shall continue its relationship and agreement with DHS regarding Maternal and Child Health programs (DHS agreement) and shall abide by the DHS agreement, as amended from time to time. Failure by the Local Health Department to continue or to abide by the DHS agreement shall be a basis for immediate termination of this Agreement.

5. HFS Responsibilities

- A. HFS shall provide to the Local Health Department results of a data match between MCH client data and Medicaid eligibility information in HFS' MEDI system.
- B. HFS 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 Public Aid Recoveries Trust Fund.
- C. HFS shall authorize the Comptroller to pay out said funds to the Local Health Department.

VI. Records and Audits

- A. All data, records, data elements, and any other information collected, gathered, obtained, accessed, or otherwise received by each party under this Agreement, shall be protected from unauthorized disclosure. All information regarding applicants and clients is confidential, and each party shall follow the appropriate requirements of 42 CFR Part 431, Subpart F, 45 CFR Parts 160 and 164, and 45 CFR section 303.21, to maintain the confidentiality of information concerning applicants and clients of public assistance. Any violation of this provision shall be considered cause for immediate termination of this Agreement.
- B. Each party shall maintain and make available to each other or its designee, or the United States Department of Health and Human Services all data records, data elements, and any other information collected, gathered, obtained, accessed or otherwise received by each party pertaining to this Agreement. These records shall be maintained for a period of not less than three (3) years except that if an audit or litigation is initiated within the required retention period the records must be retained until the audit or litigation is completed and every exception resolved. Hard copy or electronic records are acceptable.
- C. The Local Health Department agrees to maintain complete and accurate ongoing documentation and record-keeping capability appropriate to disclose the extent of all services and financial transactions authorized under this Agreement. The Local Health Department agrees to make available its fiscal and other records and documents necessary to ascertain compliance with this Agreement. The federal government shall have the same access as HFS to the Local Health Department's financial and other records. The parties shall maintain all business, professional and other records in accordance with federal and state laws, rules and regulations, the terms of this Agreement and pursuant to generally accepted public accounting practices. The parties shall maintain, during the term of this Agreement and for a minimum of three (3) years after the termination of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients and

uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation or other action involving the records is begun before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved.

- D. This Agreement, and all account books, records and supporting documents relating to each party's acquisition, administration and disbursement of monies, will be made available by each party for review or audit by State and Federal officials, including the Inspector General and designated audit staff of both the Local Health Department and HFS, the Medicaid Fraud Control Unit of the Illinois State Police, federal departments of Health and Human Services and the Center for Medicare and Medicaid Services, the Illinois Auditor General and federal auditors. HFS and the Local Health Department agree to cooperate fully with any such review or audit, including monitoring the use of federal money through use of site visits, audits or other means. Upon reasonable notice by competent authority, each party will provide full and complete access to the relevant portions of its above-described account books, records and documents as they relate to this Agreement. The Local Health Department and HFS will each maintain the records for the period of time provided under the State Records Act and if an audit, litigation or other action involving the records is begun before the end of that statutory period, until all issues arising out of the action are resolved. If, as a result of an audit, the federal monitoring agency for the medical program requires reimbursement of funds previously paid, the Local Health Department agrees that any required reimbursement shall be paid to HFS as described in Section VII. of this agreement. If HFS or the Local Health Department conduct any audit in accordance with federal rules and regulations, the other party shall have the right to review such audit and insure prompt and appropriate corrective action is taken on instances of material noncompliance with the applicable laws and regulations with respect to federal financial assistance provided to any source under this Agreement.

VII. Recoupment of Funds

The Local Health Department agrees that in the event of a federal disallowance of costs certified under this agreement, payments to the Local Health Department based on such costs shall be reimbursed to HFS. The decision of whether to appeal any disallowance or audit finding shall be within the sole discretion of HFS. HFS shall notify the Local Health Department of its final decision to appeal or not appeal any such disallowance or audit finding prior to seeking reimbursement from the Local Health Department. Any such repayment to HFS shall proceed immediately following the pendency of any such appeal under this paragraph, unless the Local Health Department otherwise agrees to begin repayment prior to the completion of appeal proceedings. Both HFS and the Local Health Department agree to reimburse the other to the extent that any payment between the entities is determined to be in error.

VIII. Guide to Claiming Federal Funding

The Guide to Medicaid Administrative Claiming for Local Health Departments shall be prepared by HFS and, at a minimum, shall contain:

1. A narrative that describes how the Local Health Departments' MCH programs facilitate the Medical Programs;
2. The claim methodology used by the Local Health Department;
- C. The stipulation that the Local Health Department claim for FFP is based on the actual cost incurred in excess of the amount reimbursed by the Department of Human Services; and
- D. Monitoring procedures for the program.

IX. Notices

All written notices, requests and communications, unless specifically required to be given by a specific method, should be sent to the email address listed 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.

To HFS: Bureau of Program and Policy Coordination
 201 S. Grand Avenue East, 2nd Floor
 Springfield, IL 62763
 Telephone 217/ 782-3953
 Telefacsimile 217/ 524-2530
 Email HFS.BPPC.LHDClaim@illinois.gov

To the Local Health Department: See Signature block below

X. Periodic Review

This Agreement and the Guide to Medicaid Administrative Claiming for Local Health Departments shall be periodically reviewed as follows:

- A. Periodic Review: At the request of either party, a formal review may be scheduled to modify, amend or terminate this Agreement, and/or modify or amend the Guide.
- B. Change in the Agreement: Any changes to this Agreement shall be subject to intergovernmental discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

XI. Term and Termination

1. This Agreement shall be effective beginning January 1, 2023 and, unless otherwise terminated by the Parties, shall continue through December 31, 2033.

Either party may terminate this Agreement with 180 days written notice to the other. Upon the mutual written consent of both parties, the Agreement may be terminated sooner. In the event of termination, HFS 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.

2. 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 HFS or the Local Health Department. In the event that this 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 Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Agreement void, but shall be severed from the Agreement upon such finding.
3. Nothing contained herein serves to limit, alter or amend either party's duties, rights or responsibilities as set out in the applicable State and Federal statutes, law or regulations.

IN WITNESS WHEREOF, the parties sign their names as evidence of their authority to enter into and their approval of this Interagency Agreement.

Theresa Eagleson, Director
Department of Healthcare and Family
Services

Date

Local Health Department

Name (printed)

Signature

Address

Telephone

Telefacsimile

Email

Date