

**AGREEMENT BETWEEN  
ILLINOIS DEPARTMENT OF PUBLIC AID  
AND  
ILLINOIS DEPARTMENT OF HUMAN SERVICES  
REGARDING THE EARLY INTERVENTION PROGRAM**

**I. Introduction**

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

IDPA and IDHS hereby enter into this Program Agreement to delineate respective roles, responsibilities, resources and financial obligations associated with the administration of the Medical Programs and the Part C Early Intervention Services System, for providing mutually agreed upon support to the Medical Programs and the Part C Early Intervention Services System, and maintaining clear communications between both agencies in the interest of our mutual clients. This agreement supercedes and replaces the agreement between the parties regarding the Early Intervention Program executed September 6, 2000.

The purposes of this agreement are to fully coordinate and maximize resources available and mandated for eligible and potentially eligible children, ages birth to three, under the requirements of Titles XIX and XXI of the Social Security Act (42 USCA 1396a et seq.), Part C of the Individuals with Disabilities Education Act (IDEA) (20 USCA 1431 et seq.), and the Illinois Early Intervention Services System Act (325 ILCS 20/1 et seq.), and to insure that medically eligible children with disabilities participating in the State's Early Intervention Program receive appropriate health care through Early Periodic Screening, Diagnosis and Treatment (EPSDT). The early intervention services provided by IDHS shall be referred to as "EI Services", or "the EI Program". This Program Agreement covers services to clients of IDPA's Medical Programs who are determined eligible for early intervention services based upon current eligibility criteria, and related administrative expenses for which federal reimbursement is allowed.

**II. Covered Services**

Covered medical services for the purpose of this Program Agreement are those authorized under the Early Intervention Services System Act, and under Part C of the Individuals with Disabilities Education Act, and those eligible for services under Titles XIX and XXI of the Social Security Act and the State Plan.

### **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 in Section XI, infra.

### **IV. Dispute Resolution**

Pursuant to 34 CFR 303.143 and 303.523(c), the Illinois Department of Human Services, as lead agency, shall provide for interagency determinations regarding financial responsibility for EI services, procedures for resolving interagency EI disputes, and agreements regarding effective cooperation and coordination, in interagency agreements regarding EI.

Interagency and intra-agency disputes about payments for a service, or disputes about other matters related to the Early Intervention program shall be resolved internally within the agency. If such disputes cannot be resolved internally, the following procedures shall be used:

- A. If the agency(ies) cannot resolve a dispute within 30 working days, a written Request for Resolution shall be submitted to IDHS, which shall resolve the dispute within thirty (30) working days following receipt of the written request.
- B. During the pendency of a dispute, the lead agency shall:
  1. Assign financial responsibility to an agency subject to the provisions of this agreement; and
  2. Pay for services in accordance with the “payer of last resort” provisions of 34 CFR 303.527.
- C. If, in resolving the dispute, the lead agency determines that the assignment of financial responsibility under section (b)(1) above was inappropriately made, the lead agency shall:
  1. Reassign the responsibility to the appropriate agency; and
  2. Make arrangements for reimbursement of any expenditures incurred by the agency originally assigned this responsibility.

- D. To the extent necessary to ensure compliance with the dispute resolution, the dispute shall be referred and resolved by the Governor's Office following the procedures above.
- E. The pendency of the dispute shall not be responsible for inappropriate delay or denial of services.
- F. Notice of any matter requiring dispute resolution should be submitted in writing to the Secretary of the Department of Human Services, indicating that it is a dispute resolution pursuant to this agreement. Upon receipt of said notice, the Secretary will notify the IDHS Bureau of Early Intervention, but shall by herself, or through her designee, be responsible for making all final decisions regarding matters subject to this Dispute Resolution process, which decisions shall be binding on the parties in dispute. The Secretary, or her designee, may request additional information in order to resolve the matter in dispute.

**V. IDPA Responsibilities**

- A. Enroll the EI Program providers as eligible medical providers to participate in the Medical Programs, as long as they otherwise qualify as such a provider.
- B. Process data in a timely fashion for the purpose of claiming federal matching funds.
- C. Draw the eligible amounts of federal share monies for the eligible services in accordance with the federal rules and regulations as prescribed and deposit such federal monies into the EI Revolving Fund.
- D. Monitor the use of Medicaid funds in the program, services covered and compliance with applicable standards, including but not limited to inspection of individuals' eligibility and service records.
  - 1. IDPA will report to IDHS all deficiencies and problems noted in the course of such monitoring.
  - 2. IDHS will correct such deficiencies and advise IDPA of corrective actions planned and taken, particularly in instances when the deficiencies or problems may affect the validity of the federal claim submitted for these services.
  - 3. In the event IDHS or IDPA, in the course of monitoring or auditing, reveals that incorrect payments have been made, IDPA may take action as it deems appropriate against the provider to recover any overpayments pursuant to 89 Ill. Adm. Code 140.15.
  - 4. In conjunction with IDHS, provide for notice and hearings regarding any overpayments in accordance with 89 Ill. Adm. Code 104.206.

- E. Be responsible for the coordination and implementation of State and Federal audit requirements.
- G. Furnish IDHS/EI Bureau, on a timely and regular basis, such data, reports and information as may be required to ensure that IDHS may satisfy State and Federal fiscal responsibility requirements governing all services funded under Titles XIX and XXI of the Social Security Act and Part C of the Individuals with Disabilities Education Act. This disclosure of data shall be pursuant to the Data Exchange Agreement between the parties executed May 14, 2000. Such data, reports and information shall include but not be limited to client, fiscal, provider and service data as agreed upon by IDHS and IDPA.
- H. Administer the Medicaid Management Information System (MMIS), reimburse the federal share portion to IDHS for eligible services provided through the EI Program and process claims for payments made by the IDHS Central Billing Office (CBO). The rate and timing of claims processed through the MMIS and submitted for FFP shall be determined by IDPA in accordance with Federal regulations. IDHS shall be consulted regarding the rate and timing of the claim.
- I. Should IDPA receive claims directly from an EI service provider for early intervention services, reject such claims and forward them to the IDHS CBO. Only IDHS enrolled EI providers are allowed to bill for EI services using the EI billing codes. Claims by non-enrolled providers shall be paid only under regular IDPA procedure codes, and not EI coding.
- J. Designate a knowledgeable representative from IDPA to participate in the Finance Committee of the Illinois Interagency Council for Early Intervention (IICEI).
- K. Cooperate with IDHS and participate in any process to develop a universal screening tool to allow the Early Intervention Program for possible eligibility under Title XIX or XXI of the Social Security Act.
- L. Cooperate with IDHS and its contractors to train on the use of the screening tool developed pursuant to paragraph J, above.
- M. Cooperate with IDHS in the development of a protocol to assure that state dollars spent on children through the Early Intervention Program are applied toward any eligible child's spend down requirements so that eligibility may be facilitated for the Title XIX program.
- N. Enroll all Child and Family Connections Offices as KidCare Application Agents, as long as they otherwise qualify, and train them regarding agent processes and procedures.

## **VI. IDHS Responsibilities**

- A. Request the necessary appropriation for the purpose of expenditures to certified IDHS-EI Program providers for services rendered to individuals eligible under the Medical Programs.
- B. Submit to IDPA quarterly estimates of the claims to be submitted in the next quarter, the current fiscal year and the next fiscal year. These estimates are due 30 days after the completion of the calendar quarter.
- C. Be responsible for directing the use and distribution of these funds appropriated to it, subject to any applicable federal requirement.
- D. Be responsible for the certification that the claims for FFP submitted to IDPA have been paid prior to submittal, and are IDHS' actual costs of the services provided and in accordance with the State Plan. IDHS 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. IDHS must further certify that the funds used as the State's share of the expenses have not been used to match other federal funds.
- E. Provide to IDPA all documents and other necessary information to allow IDPA, as the single state agency, to submit claims for payment and to monitor the program. This documentation shall be provided in a timely fashion to facilitate the claim for reimbursement.
- F. Ensure the establishment and maintenance of any records required by IDPA regarding the activities or functions performed by either the EI Program providers or IDHS.
- G. Continue to fulfill responsibilities to monitor the EI Services System program and enforce compliance with EI Program standards.
  - 1. Ensure that quality assurance monitoring is performed.
  - 2. Report any evidence of overpayments, fraud, abuse, or mismanagement of Title XIX or Title XXI money, which it discovers, to IDPA.
  - 3. In conjunction with IDPA, provide for notice and hearings regarding such overpayments in accordance with 89 Ill. Adm. Code 104.206.
- H. Require Early Intervention service providers to bill the Central Billing Office (CBO), for all EI services under Part C of IDEA and the Illinois Early Intervention Services Act.

- I. Submit to IDPA claims of IDHS-EI reimbursements via appropriate media as agreed upon by the parties in order that IDPA may:
  - 1. Determine services which are available for Federal Financial Participation (FFP);
  - 2. Identify Medicaid recipients for whom services have been reimbursed by IDHS for EI services; and
  - 3. Verify provider eligibility.
- J. Be the payer of last resort for EI services, pursuant to 20 USC 1440 and 34CFR 303.527.
- K. Cooperate with IDPA and participate in any process to develop a universal screening tool to allow the Early Intervention Program applicants to be screened for possible eligibility under Title XIX or XXI of the Social Security Act.
- L. Cooperate and assist in the training of IDHS staff and its contractors in the use of the screening tool developed pursuant to paragraph J, above.
- M. Develop a protocol to prevent family fees from being imposed or assessed for families enrolled in the Early Intervention Program whose countable income is at or below the applicable income eligibility standard for medical assistance under Title XIX or XXI of the Social Security Act.
- N. Develop a protocol to prevent any claim for services from being submitted for reimbursement by the Medical Programs for which IDHS has allowed an exemption the required use of private insurance benefits.
- O. Provide to IDPA any and all data necessary to ascertain when a family has spent down any income necessary to become eligible for the Medical Programs.

## **VII. 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 reimbursed by the EI Revolving Fund. The repayment shall be made with the next available EI deposit until all funds are recovered.

## **VIII. Administrative Costs**

Direct IDHS administrative costs applicable to the Medicaid Program population served, are eligible for federal matching funds. IDHS 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 IDHS Cost Allocation Plan and IDHS must assure that claims for reimbursement of program costs are not duplicative of other IDHS claims.

**IX. FFP Claiming Matrix**

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

<b>Population</b>	<b>Medical Assistance Program Administration</b>	<b>Medical Assistance Program Services</b>
Medicaid Regular - Title XIX	See IDHS CAP*	Yes
MCHIP/Medicaid Expansion - Title XIX	See IDHS CAP*	Yes
SCHIP/Share-Premium – Title XXI	See IDHS CAP*	Yes

\* CAP - Cost Allocation Plan

**X. IDHS/EI Medical Programs Guide**

The IDHS/EI Medical Programs Guide shall be prepared by IDPA, in consultation and subject to the approval of IDHS. It shall contain, at a minimum:

- A. A narrative that describes how the IDHS/EI Services System facilitates the Medical Programs, including, but not limited to, the process of identifying eligible individuals served by the IDHS/EI providers.
- B. The listing of the specific service(s) being provided to Medical Program participants by the EI program.
- C. The claim methodology used by IDHS.
- D. The stipulation that the IDHS/EI claim for FFP is based on the actual cost incurred by IDHS.

## **XI. 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.

To IDPA: Bureau of Interagency Coordination  
1011 South Second Street  
Springfield, Illinois 62704  
Telephone: (217) 557-1868  
Telefacsimile: (217) 557-8604

To IDHS: Bureau of Early Intervention  
623 East Adams  
P.O. Box 19429  
Springfield, Illinois 62794-9429  
Telephone: (217) 782-1981  
Telefacsimile: (217) 524-6248

## **XII. Periodic Review**

This Program Agreement and IDHS/EI Medical Programs Guide shall be periodically reviewed as follows:

Annual-Basis: At least once a year the entire Program Agreement and the IDHS/EI Medical Programs Guide shall be reviewed by IDPA and IDHS. Such review shall be for the purpose of continuing the Program Agreement, maintenance of the IDHS/EI 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 IDHS/EI 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.

**XIII. 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 sooner. In the event of termination, IDPA 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.
  
- B. Nothing contained herein shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by either IDPA or IDHS. 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.

Signature on File  
\_\_\_\_\_  
Jackie Garner, Director  
Illinois Department of Public Aid

Signature on File  
\_\_\_\_\_  
Linda Reneè Baker, Secretary  
Illinois Department of Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date