



# Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Asa Hutchinson

Nathaniel Smith, MD, MPH, Director and State Health Officer

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered by and between the Arkansas Department of Human Services, Division of Medical Services (DMS) as the State Medicaid Agency and the Arkansas Department of Health (ADH) for the purpose of carrying out provisions of Titles V and XIX of the Social Security Act, as amended. This agreement is set forth to define each agency's responsibilities in order to effectively administer the coverage of medical services through ADH's Title XIX Program, to ensure Medicaid coverage for Title V (Maternal and Child Health Block Grant) services provided to eligible individuals receiving Title V services, and to facilitate data sharing that will enable ADH and DMS to improve Title V and Title XIX program administration and outcomes.

The DHS/DMS administrator for this Agreement will be: Rose M. Naff, DMS Director, 501-371-2165; [Rose.Naff@dhs.arkansas.gov](mailto:Rose.Naff@dhs.arkansas.gov); P.O. Box 1437, Slot S401, Little Rock, AR 72203-1437.

The ADH administrator for this Agreement will be: W. Steven Carter, ADH Chief Financial Officer, 501-614-5326, [Steve.Carter@arkansas.gov](mailto:Steve.Carter@arkansas.gov); 4815 West Markham Street, Slot 51, Little Rock, AR 72205-3867.

### **I. PRINCIPLES**

This Agreement is based on the following principles:

- A.** Both parties have a common and concurrent interest in providing eligible Medicaid recipients with access to family planning, immunization, maternity and infant care, sexually transmitted disease services, and other clinical services, while ensuring that the integrity of the Medicaid Program is maintained.
- B.** Both parties agree that the basis for this Agreement is:
  1. To allow ADH to gain access to Medicaid reimbursement, and for certain specified services, reimbursement is contingent upon ADH providing the state match portion of the expenditures.
  2. To ensure Medicaid coverage of services provided to Medicaid-eligible individuals receiving Title V services, including the Title V Children and Youth with Special Health Care Needs (CYSCHN) Program administered through DHS' Division of Development Disabilities (DDS) Children's Services.
    - a. The Arkansas Department of Health administers the Title V Maternal and Child Health Block Grant. A separate MOA exists between ADH and DDS delineating coordination and collaboration responsibilities pertaining to the CYSCHN program.

3. To allow ADH to gain access to demographic data summaries which are necessary to fulfill Title V federal reporting requirements.

C. This agreement is in no way intended to modify the responsibilities or authority delegated to the parties.

## II. TERM OF AGREEMENT

This Agreement will become effective on the date of execution, when all parties affix signatures thereto. Changes made during its effective life will be added as formal amendments which all parties must acknowledge by signature. This Agreement will continue in effect until terminated by ADH or DMS. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by email or certified mail to all parties.

## III. AUTHORITY

Federal laws and regulations mandate cooperation between state agencies responsible for the administration and/or supervision of Title V and Title XIX of the Social Security Act. The following legislation and regulations delineate the authority and the intent of this agreement:

### A. Legislative

1. Title V of the SSA [§505(5)(F)] of the SSA and (SSA § 1902(a)(11)(A)) provides for entering into cooperative agreements with the State agencies responsible for administering and/or supervising the administration of services to ensure maximum utilization of such services. Section 1902(a)(11)(B) requires provision of appropriate reimbursement to any Title funded project by Title XIX for services and care provided to Medicaid consumers;
2. Title V of the SSA [ §505(5)(F)] provides for : 9a) participation in the coordination of activities between such programs and the Early Periodic Screening, Diagnosis, 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) participation in the arrangement and carrying out of coordination agreements described in Section 1902(a)(11) (Relating to coordination of care and services available under this title and Title XIX); (c) participation in the coordination of activities within the State with programs carried out under this title 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) provision, directly and through their 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)(1) and, once identified, to assist them in applying for such assistance.
3. All federal statutes relating to nondiscrimination which may apply to Title V and Title XIX of the Society Security Act and the terms of this agreement. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

## **B. Regulatory**

1. 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.
2. 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.

## **IV. SERVICES**

The Arkansas Department of Health agrees to provide the following services for eligible individuals:

### **A. Family Planning Services**

#### **1. Initial Visit (Annual)**

Medical history; medical examination, including head, neck, breast, chest, bimanual examination and cervical inspection, abdomen, height, weight and body mass index (BMI), extremities; vital signs as indicated, including but not limited to blood pressure; and contraceptive counseling.

#### **2. Subsequent/Follow-up Visit**

Follow-up medical history; height, weight and body mass index (BMI), vital signs as indicated, including but not limited to blood pressure; Intrauterine

Contraceptive follow-up; Implantable Capsule follow-up; and contraceptive counseling.

3. Other Services, as appropriate, including but not limited to:

Colposcopy, including biopsy (may include multiple specimens on the same date of service); Implantable Capsule insertion, removal, and removal with re-insertion; IUD system, insertion and removal; Intrauterine Systems (IUS), insertion and removal; Depo-Provera; Rocephin injections; Tdap immunization; MMR immunization; Varicella immunization; vasectomy examination; tobacco cessation counseling services; and topical fluoride varnish application (2 units per calendar year for individuals under age 21).

4. Laboratory Services, as appropriate, and eligible under the Arkansas Medical Assistance Program including but not limited to:

- a. All laboratory services for which we are currently being reimbursed;
- b. Fecal Occult Blood test;
- c. Hemoglobin A1C test;
- d. HIV – Rapid Test;
- e. HIV 2 – Antibody test.

**B. Well Woman Services**

1. Initial Visit (Annual)

Medical history; medical examination, including head, neck, breast, chest, bimanual examination and cervical inspection, abdomen, height, weight, body mass index (BMI), extremities; vital signs as indicated, including but not limited to blood pressure.

2. Subsequent/Follow-up Visit

Follow-up medical history; height, weight and body mass index (BMI); vital signs as indicated, including but not limited to blood pressure.

3. Other Services, if appropriate, including but not limited to:

Colposcopy, including biopsy (may include multiple specimens on the same date of service);

Tdap immunization; MMR immunization; Varicella immunization; and tobacco cessation counseling services.

4. Laboratory Services, as appropriate, and eligible under the Arkansas Medical Assistance Program including but not limited to:

- a. All laboratory services for which we are currently being reimbursed;
- b. Fecal Occult Blood test;
- c. Hemoglobin A1C test;
- d. HIV – Rapid test;
- e. HIV 2 – Antibody test

## C. Maternity and Infant Services

### 1. Clinic Visits (per pregnancy)

Prenatal visits should begin as early as possible and continue every four weeks until the 28<sup>th</sup> week, every two weeks until the 36<sup>th</sup> week, and weekly thereafter. High risk patients may require more visits.

- a. Initial prenatal visit: medical, obstetrical, menstrual and contraceptive history; complete physical examination; measurements (e.g. blood pressure, height, weight, and BMI).
- b. Subsequent prenatal visits: interval history; measurements (e.g. blood pressure, weight, BMI, recording of uterine size, recording of fetal movements, fetal heart tones auscultated, presentation and position determined); counseling.
- c. Postpartum clinic visit: interval history (e.g. labor and delivery, noting complications, newborn weight at birth, postpartum events, level of activity); physical assessment; measurements (e.g. blood pressure, Weight, BMI); rubella immunization, if indicated; family planning counseling; newborn care counseling.

### 2. Additional Services

#### a. Risk Assessment

The medical, nutritional, and psychological assessment by the physician, Advanced Practice Registered Nurse (APRN) or registered nurse to designate patients as high risk or low risk; Medical assessment to include medical, menstrual, pregnancy history, and tobacco use status; Nutritional assessment to include screening for anemia and BMI or weight history; Socioeconomic assessment to include criteria for identification of psychosocial problems which may adversely affect the patient's health status.

Maximum: Two per pregnancy

#### b. Perinatal Education

Education classes provided by a health professional (Public Health Nurse, Nutritionist, or Health Educator) on the following topics: pregnancy, labor and delivery, reproductive health, postpartum care, nutrition in pregnancy, breastfeeding, infant care, and feeding.

Maximum: Six classes (units) per pregnancy

#### c. Nutrition Consultation

Services provided for high risk pregnant women by a registered dietitian or a nutritionist eligible for registration by the Commission on Dietetic Registration to include at least one of the following: Evaluation to determine health risks due to nutrition factors with development of a nutritional care plan; or nutritional care plan follow-up and re-assessment as indicated.

d. Case Management

Coordination of care by a physician or registered nurse, including activities to assist pregnant women eligible under Medicaid in gaining access to needed medical, social, educational, and other services. Examples: locating a source of service, making an appointment for service; arranging transportation, arranging hospital admission, locating physician to deliver a newborn, follow-up to verify patient kept appointment, re-scheduling appointment.

Maximum Billed: one unit per month.

e. Other

Tobacco cessation counseling services; Tdap immunization, if indicated; topical fluoride varnish application (2 units per calendar year for individuals under age 21).

3. Laboratory Services, as appropriate, and eligible under the Arkansas Medical Assistance Program including but not limited to:

- a. All laboratory services for which we are currently being reimbursed;
- b. HIV – Rapid test;
- c. HIV 2 – Antibody test;
- d. IGRA test.

**D. Immunization Services**

- 1. Immunizations, as indicated, as per the current recommended immunization schedule approved by the Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices (Vaccines for eligible individuals under the age of 18 are provided by the Vaccines for Children Program.). Vaccination administration also includes:
  - a. Immunization counseling and post-vaccination observation for complications;
  - b. Vital signs as indicated, including but not limited to blood pressure;
  - c. Medical history update.
- 2. Other Services, if appropriate, including but not limited to: tobacco cessation counseling services; topical fluoride varnish application (2 units per calendar year for individuals under age 21).

**E. Sexually Transmitted Disease Services**

1. STD/HIV Initial Visit

This includes the first or initial visit per episode of disease or patient complaint. Based upon the patient's complaint/symptoms, appropriate services include intake, physical assessment, laboratory specimen collection, counseling, treatment, referral, and/or disease intervention.

Maximum Billed: Three first or initial visits per year

2. STD/HIV Follow-up Visit

Includes follow-up services related to the initial STD/HIV visit. Appropriate services include rescreens, test of cure, positive/negative test result counseling, follow-up serology, and/or administration of medications.

3. Other Services, if appropriate, including but not limited to: Immunizations offered based on Centers for Disease Control and Prevention’s Advisory Committee on Immunization Practices, if indicated; tobacco cessation counseling services; topical fluoride varnish application (2 units per calendar year for individuals under age 21)

4. Laboratory Services, as appropriate, and eligible under the Arkansas Medical Assistance Program including but not limited to:

- a. All laboratory services for which we are currently being reimbursed;
- b. HIV 2 - antibody testing.

**V. REIMBURSEMENT TERMS**

A. For the following services, DMS shall reimburse ADH at a rate equal to the physicians’ fee schedule. The rates are subject to change according to revisions made to that schedule.

1. Family Planning Services

- 57454 Colposcopic examination with biopsy
- 57452 Colposcopic examination (no biopsy)
- 88305 Cervical Biopsy Pathology
- J7307 Nexplanon
- 11981 Nexplanon Insertion
- 11982 Removal of Nexplanon
- 11983 Removal with Reinsertion of Nexplanon
- J7298 Mirena Intrauterine System
- J2797 Liletta Intrauterine System
- J7300 Paragard Intrauterine System
- 58300 IUD Insertion
- 58301 IUD Removal
- J0696 Rocephin Injection
- 99406,SE Tobacco Cessation Counseling (15 minutes)
- 99407,SE Tobacco Cessation Counseling (30 minutes)
- 99188 Topical Application of Fluoride Varnish

Laboratory services, as appropriate and eligible under the Arkansas Medical Assistance Plan

2. Well Woman Services

- 99385 Initial/Annual Visit - New Patient age 18 to 39
- 99386 Initial/Annual Visit - New Patient age 40-64

99387	Initial/Annual Visit - New Patient age 65 and older
99395	Initial/Annual Visit - Established Patient age 18 to 39
99396	Initial/Annual Visit - Established Patient age 40-64
99397	Initial/Annual Visit - Established Patient age 65 and older
99212	Subsequent/Follow-up Visit
57454	Colposcopic examination with biopsy
57452	Colposcopic examination (no biopsy)
88305	Cervical Biopsy Pathology
56501	Cryosurgery
99406,SE	Tobacco Cessation Counseling (15 minutes)
99407,SE	Tobacco Cessation Counseling (30 minutes)

Laboratory services, as appropriate and eligible under the Arkansas Medical Assistance Plan

3. Maternity and Infant Services

99203	Initial Prenatal Visit
99212	Subsequent Prenatal Visit
99214	Postpartum Visit
99402,UA	Perinatal Education
99402,U2,UA	Nutrition Consultation
J2790	Rhogam and Administration of Injection
99406,SE	Tobacco Cessation Counseling (15 minutes)
99407,SE	Tobacco Cessation Counseling (30 minutes)
99188	Topical Application of Fluoride Varnish

Laboratory services, as appropriate and eligible under the Arkansas Medical Assistance Plan

4. Immunization Services

99406,SE	Tobacco Cessation Counseling (15 minutes)
99407,SE	Tobacco Cessation Counseling (30 minutes)
99188	Topical Application of Fluoride Varnish

Laboratory services, as appropriate and eligible under the Arkansas Medical Assistance Plan

5. Sexually Transmitted Disease Services

99406,SE	Tobacco Cessation Counseling (15 minutes)
99407,SE	Tobacco Cessation Counseling (30 minutes)
99188	Topical Application of Fluoride Varnish

**B.** ADH state general revenue provide by ADH will be utilized in the reimbursement of the following specified services supported the Title XIX Program. Coverage under Title XIX

is contingent upon the ability of ADH to provide the state match portion of the expenditures:

1. Family Planning Services

99402 Initial/Annual/Basic Visit  
99401 Subsequent/Follow-up/Periodic Visit

2. Immunizations

All immunizations as eligible under the Arkansas Medical Assistance Program.

When the federal Vaccines for Children (VFC) Program is implemented and Medicaid reimbursement for immunizations is changed to an administrative fee, ADH will no longer be responsible for the state match for immunizations.

3. Sexually Transmitted Disease Services

99205 STD/HIV Initial Visit  
99215 STD/HIV Follow-Up Visit

Laboratory services, as appropriate and eligible under the Arkansas Medical Assistance Plan

4. Maternity and Infant Services

For the following services, ADH shall pay a portion of the state match requirement.

99402,U1,UA Risk Assessment  
99402,U4,UA Case Management – Low Risk  
99402,U5,UA Case Management – High Risk

**VI. RESPONSIBILITIES**

**A. Responsibilities of the Arkansas Department of Health (ADH)**

1. ADH must maintain written policies to ensure adequate staff training and skills to support the administration of ADH services that are not performed by a physician.
2. When ADH services are not performed by a physician, a physician must be immediately available for consultation to the staff performing the services. The physician is not required to be physically present (under the same roof) at all times during the service delivery.
3. Fluoride varnish application will be provided by physicians or other licensed health care professionals who have completed the ADH Office of Oral Health's fluoride varnish application online training program and received a certificate certifying successful completion of the training. Physicians who have completed the training may delegate the application to a nurse or other licensed health care professional under his or her supervision that has also

completed the online training. Physicians and other licensed healthcare providers who have completed the training will maintain documentation to establish his or her successful completion of the training and submit a copy of their fluoride varnish certification to HP Provider Enrollment.

4. ADH will certify by memo each year the anticipated Medicaid match requirement for each program as specified in this agreement. Upon receipt of the Medicaid Match Utilization Report, ADH will forward payment for the Medicaid match utilized for services as specified.
5. The ADH match commitment is reduced by \$100,000 each state fiscal year. This reduction will be made in the Sexually Transmitted Disease and Maternity and Infant Services that require ADH match funding.
6. ADH will provide DMS with a memo outlining projected expenditures for each forthcoming quarter as follows:
  - i. Due Date                      For the Period
  - ii. July 1                              October, November, December
  - iii. October 1                        January, February, March
  - iv. January 1                         April, May, June
  - v. April 1                              July, August, September
7. ADH will periodically review the rate at which Medicaid funds are being utilized. Even though DMS will monitor the state general revenue, all claims received after the general revenue has been depleted will be the financial responsibility of ADH, regardless of whether ADH has received a reminder/notification.
8. If Federal Financial Participation is disallowed regarding coverage of the services described in this agreement, ADH is responsible for the repayment of all disallowed funds.
9. It is the responsibility of both parties, whenever possible, to identify Arkansans who may be eligible for Medicaid and/or who have not received appropriate screenings or services. ADH will fulfill this by:
  - a. Providing information to families about Medicaid benefits at Local Health Units and other appropriate venues, when possible;
  - b. Assisting individuals receiving services at ADH Local Health Units with determining Medicaid-eligibility and helping them with the Medicaid application process, when possible.

## **B. Responsibilities of the Arkansas Department of Human Services**

1. DMS will periodically review the rate at which funds are being utilized, and upon determining that the state general revenue reserved for coverage of ADH services will be exhausted prior to the end of the state fiscal year, will initiate the following actions:

- a. Thirty days prior to the estimated depletion of the general revenue, ADH will be sent a reminder requesting that additional funding be obtained. All claims submitted to DMS after this date will be placed on a prior authorization status;
  - b. If no additional funding is obtained, ADH will be sent a notification of the date that the general revenue was exhausted, noting that all claims received for the duration of the state fiscal year will be non-reimbursable under Title XIX.
2. Title XIX (Medicaid) will reimburse ADH for Title V services covered under the State Medicaid Plan for Medicaid-eligible consumers based in accordance to the rates established in this Agreement. Title XIX funds shall be the first and primary source of payment for medical services provided to mutual beneficiaries of the Title V and Medicaid Programs, including individuals receiving Title V Children and Youth with Special Health Care Needs Program services administered through DHS' Division of Development Disabilities Children's Services.
3. It is the responsibility of both parties, whenever possible, to identify Arkansans who may be eligible for Medicaid and/or who have not received appropriate screenings or services. DMS will fulfill this by:
    - a. Assisting Arkansans in determining if they qualify for Medicaid and helping them apply for benefits, if eligible, through various venues such as online and at local county DHS offices;
    - b. Providing information for families about Medicaid benefits through various venues such as online, at health fairs, local county DHS offices, offices of health care providers, and hospitals;
    - c. Conducting outreach to ensure that families are benefiting from Medicaid services;
    - d. Maintaining a toll-free number and website to help people who have Medicaid and/or ARKids First find a medical home by locating a primary care doctor and dental care.

### **C. Shared Responsibilities of All Parties**

1. Work in partnership and to ensure the quality of Medicaid reimbursable ADH clinical health services;
2. Make timely referrals for services not directly rendered by their respective agencies, but are essential to meeting the individual's needs;
3. Coordinate plans to address: 1) the scope of services covered under Title XIX and Title V programs that may impact DMS or ADH's plans and/or budgets; and 2) Title V activities that may impact Medicaid service requirements and the cost of services. ADH and DMS jointly agree to work collaboratively to:
  - a. Prevent duplication of efforts among Title V and Title XIX programs;
  - b. Improve the cost effectiveness of the health care delivery system;
  - c. Improve the availability of services;

- d. Ensure services focus on targeted population groups and/or geographical areas;
4. Maximize efficiency of services delivery;
5. Provide access to any pertinent financial reports, documents, papers, and records for the purpose of completing audits, examinations, and transcripts of transactions related to this agreement;
6. Retain financial records, supporting documents, statistical records, and all other pertinent records for a period of three years after the date expenditures are reported under this agreement.

## **VII. REPORTING DATA**

Data sharing between ADH and DMS is vital to ensure mandatory data reporting as required by the Title V MCH Block Grant federal funder. The agreed upon exchange of data will also enable ADH and DMS to improve Title V and Title XIX program administration and outcomes, develop performance measures that rely on shared data, and facilitate joint planning efforts to identify service delivery gaps to improve delivery of services.

### **A. Responsibilities of the Arkansas Department of Health**

1. Collect and analyze demographic data regarding Title V services rendered for the purpose of submitting all required reports and documents to the Title V federal funding entity, including programmatic and fiduciary reports based on aggregate data;

### **B. Responsibilities of DHS' Department of Medical Services**

1. Provide demographic data summaries, when requested, which are necessary to fulfill Title V federal reporting requirements, including but not limited to:
  - a. Percent of Medicaid enrolled children under 1 year of age receiving at least 1 initial EPSDT screen in previous calendar year;
  - b. Percent of State Children's Health Insurance Program (SCHIP) enrolled children under 1 year of age receiving at least 1 initial EPSDT screen in previous calendar year;
  - c. Percent of all Medicaid enrolled children receiving a service paid by the Medicaid program in previous calendar year;
  - d. Percent of Medicaid enrolled (EPSDT eligible) children 6 - 9 years receiving a dental service paid by the Medicaid program in previous calendar year;
  - e. Number of Medicaid eligibles of all ages enrolled anytime in previous calendar year.
  - f. Number of Medicaid eligibles 23 years of age or over enrolled anytime in previous calendar year.
  - g. Unduplicated number of eligibles by race for previous calendar year for:
    - i. Medicaid eligible ages 0-19 (excludes ARKids B);
    - ii. SCHIP eligible ages 0-19;

- iii. Foster care eligible ages 0-19.
2. Collaborate to provide HIPAA-compliant information and records necessary to facilitate program administration and evaluation.

### **C. Mutual Services**

1. Work together with the goal of improving the State's capacity to integrate data, link data files, and to utilize program data to improve program administration and outcomes.
2. Share and disseminate data necessary for program administration, policy development, and to carry out responsibilities listed in this Agreement.
3. Designate individuals to accept and coordinate all data requests from each respective agency in accordance with individual program's policies and procedures.
4. To maintain policies and procedures that ensure data sharing is in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), specifically 45 CFR Parts 160 and 164 (the "Privacy Rule" and "Security Rule"); the Health Information Technology for Economic and Clinical Health Act (HITECH Act); and applicable federal and Arkansas laws that protect the privacy and provide for the security of protected health information and electronic protected health information;
5. To uphold the confidentiality of shared data in accordance with the following requirements:
  - a. The data will not be used in any way except for the purpose stated above;
  - b. The data will not be released, wholly or partially, to any person that is not required to use it as part of their job duties for the purpose stated above;
  - c. The data will be kept in a secure environment and not be transported on an unencrypted mobile device such as a laptop, cellphone or flash drive; only the authorized user will have access to the data;
  - d. The confidentiality requirements shall continue in full effect until the data have been destroyed from their system and any backups.

### **VIII. AGENCY LIAISONS**

Each agency will designate an individual to serve as a liaison for the purpose of implementing this Agreement and ensuring that ongoing communication and coordination takes place between the agencies. The designated liaison for each agency will be:

#### **Arkansas Department of Health Liaison**

Bradley Planey, MCH Director and Branch Chief, Arkansas Department of Health,  
Center for Health Advancement, Family Health Branch

**Arkansas Department of Human Services/Division of Medical Services Liaison**

Rose M. Naff, Division of Medical Services Director

**IX. REVIEW**

This Agreement will be reviewed prior to July 1 of each year in a joint meeting of all parties, or at the request of either party by the designated agency liaison, to determine if revisions are required.

Amendments can be requested at any time; in the event that changes are sought, the designated agency liaisons may coordinate and make formal amendments to be agreed upon by both parties. Amendments shall be in writing, signed by the authorized representative of each party, and will comprise an official component of the document from that time forward.

If no revisions are requested by any party, no action of renewal is necessary and the effective life of this Agreement continues. As listed in section II, "this Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by email, by hand, or certified mail to all parties."

The following parties agree to this Memorandum of Agreement:

_____	<u>Rose N. Naff, DMS Director</u>	_____
DHS Administrator Signature	Printed Name & Title	Date
_____	<u>Bradley Planey, Family Health Branch Chief</u>	_____
MCH Director Signature	Printed Name & Title	Date
_____	<u>Stephanie Williams</u>	_____
ADH Deputy Director for Public Health Programs	Printed Name	Date
_____	<u>W. Steven Carter, CFO</u>	_____
ADH Administrator	Printed Name & Title	Date