

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Department of Health (Title V Maternal and Child Health Services Block Grant) and Department of Human Services (Title XIX Medicaid, or Medical Assistance in Pennsylvania).

Sections 501 and 502 of the Administrative Code of 1929 (71 P.S. §§ 181 and 182) require Commonwealth departments and agencies to coordinate their work and activities with other Commonwealth departments and agencies.

Purpose: To ensure the women, infants, children with and without special health care needs, and their families served by the Title V and Title XIX Medical Assistance programs receive the care and services they need to improve their health and well-being.¹

Objective: To document the coordination and collaboration between the Title V and Title XIX Medical Assistance programs to effectively leverage federal and state resources to help ensure the maternal and child health population of Pennsylvania is provided with needed direct and enabling services as well as efficient public health systems and services.

Definition of roles: The role of the Title V Maternal and Child Health (“MCH”) Services Block Grant is to improve the health and well-being of the nation’s mothers, infants, children and youth, including children and youth with special health care needs and their families through the provision of safety-net and gap-filling services to address unmet needs in health care and

¹ The MOU was developed in accordance with the principles set forth in the following National Academy for State Health Policy articles: “Strengthening the Title V-Medicaid Partnership: Strategies to Support the Development of Robust Interagency Agreements between Title V and Medicaid” and “How State Medicaid and Title V Partnerships Improve Care for Children with Special Health Care Needs in Medicaid Managed Care.”

public health systems.² The role of Title XIX is to furnish (1) medical assistance on behalf of families with dependent children and of aged, blind, or disabled individuals, whose income and resources are insufficient to meet the costs of necessary medical services, and (2) rehabilitation and other services to help such families and individuals attain or retain capability for independence or self-care.³

The parties to this MOU set forth the following as the terms and conditions of their understanding:

1. Title V and Title XIX Medicaid Program Responsibilities.
 - a. Coordinate on billing for newborn screening to ensure the Medical Assistance program continues to pay for newborn screening for Medical Assistance beneficiaries.
 - b. Coordinate on access to care issues experienced by the MCH population.
 - c. Coordinate and collaborate on current and future policy affecting the MCH population. This shall include discussing common issues affecting the MCH population and available resources to address these issues; informing each other of current and emerging evidence-based or informed practices to address public health problems facing the MCH population; participating in needs and capacity assessment activities and informing each other of policy and program decisions affecting the MCH population particularly with respect to changes and reforms in health care payment and delivery.
 - d. Ensure project-specific collaboration.

² See Section 509(a)(1) of Title V of the Social Security Act, 42 U.S.C. § 709(a)(1).

³ See Section 1901 of Title XIX of the Social Security Act, 42 U.S.C. § 1396.

- e. Coordinate and collaborate on issues and services specific to children with special health care needs. The programs will hold bi-monthly meetings between Bureau of Family Health and Office of Medical Assistance Program staff to share information and increase awareness around programming and services for children with special health care needs and their families to identify program gaps and strengths and challenges within the system of care.
- f. Coordinate on the provision of services for children with special health care needs and their families to ensure there is no duplication of payment for services.
- g. Consistent with confidentiality requirements, collaborate on the identification and transfer of data elements required for investigating public health problems, conducting surveillance, and reporting and monitoring programs particularly with respect to programs and services specific to children with special health care needs.
- h. As the Bureau of Family Health is the administrator of the Title V program in Pennsylvania, the Director of the Bureau of Family Health will be responsible for collaboration between the Title V and Title XIX programs, including periodic review of this MOU.

2. General Provisions.

- a. No Contractual Rights. This MOU is not intended to, and does not, create any contractual rights or obligations with respect to the signatory agencies, or other parties.

- b. Disputes. Any dispute arising hereunder shall be submitted to the Office of General Counsel for final resolution.
- c. Choice of Law. The laws of the Commonwealth of Pennsylvania shall be used to interpret this MOU.
- d. Amendments and Modifications. This MOU shall only be modified in writing with the same formality as the original MOU.
- e. Points of Contact.
 - (i) The contact person for this MOU for Title V shall be: Tara Trego, Department of Health, 625 Forster Street, 7th Floor East, Harrisburg PA 17120, Telephone Number: (717) 346-3000, Email: ttrego@pa.gov.
 - (ii) The contact person for this MOU for Title XIX shall be: Jamie Buchenauer, Director, Bureau of Fee for Service Programs, Office of Medical Assistance Programs, Department of Human Services, 9th Floor, Commonwealth Tower, 303 Walnut Street, Harrisburg, PA 17101, Telephone Number: (717) 705-8308, Email: jbuchenaue@pa.gov.
 - (iii) Either party may change its designated contact person by providing written notice to the other party.
- f. Effective Date. This MOU will become effective on the date of the last signature and shall be in effect for a period of five years.
- g. Termination. Either party may terminate this agreement by providing the other party with thirty days written notice.

- h. Entire Understanding. This MOU represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings exist with regards to this relationship.
- i. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.

The parties, through their authorized representatives, have signed this MOU below.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

William A. Lewis 7-10-19
Secretary (designee) Date

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES

Carolyn K. Elin 7.10.19
Secretary (designee) Date

APPROVED AS TO FORM AND LEGALITY:

[Signature] 7/10/19
Office of Chief Counsel Date
Department of Health

[Signature] 7.10.2019
Office of Chief Counsel Date
Department of Human Services

Pamela J. Cross 7/11/19
Deputy General Counsel Date
Office of General Counsel